

## Local Enterprise Office Louth

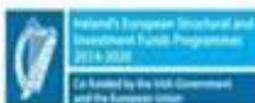
Request for Quotations to Deliver

# Start Your Own Business (SYOB) Training Programme

### Key Dates

Issue Date	24 <sup>th</sup> October 2022
Closing Date for Queries	2 <sup>nd</sup> November 2022
Closing Date for Tender Submissions	11 <sup>th</sup> November 2022

Queries via email to [tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie) only



European Union  
European Regional  
Development Fund



Comhairle Contae Lú  
Louth County Council



Oifig Fiontair Áitiúil  
Local Enterprise Office

# 1. Specification of Requirements

## 1.0 Context

The Local Enterprise Office Louth, part of Louth County Council (*hereinafter referred to as LEO Louth*), are currently working on delivering a Start Your Own Business (SYOB) Training Programme to support eligible LEO Louth portfolio clients.

The Start Your Own Business Programme has been designed to address the needs of those wishing to start their own business, or those who have recently started trading.

## 1.1 Provisional Outline of Requirements

LEO Louth is seeking expressions of interest from suitable suppliers for delivery of a LEO training programme in Start Your Own Business (SYOB).

## 1.2 Aim

The objective is to provide practical support, advice and guidance in a broad range of business areas. This will enable participants to gain a working knowledge of how to setup a business and/or to manage an existing business.

## 1.3 Goals and Objectives

The selected supplier/s will be tasked with delivering the SYOB training programme which will offer participants:

1. How suited are you to run your own business?
2. Help you develop a business plan for your own business.
3. Introduction to a broad range of business issues facing all those who start and run their own business
4. A Business Advisory Service, which provides one to one support to assist you in the development of your business idea.
5. A financial planning service which will highlight potential sources of funding and eligibility towards further assistance, such as grants, low interest loans and equity.

## 1.4 Service Provision Content

LEO Louth requires the successful suppliers/s to provide consultancy support and deliver the SYOB training programme to selected clients which will provide these businesses with a platform from which they can sustain and grow.

Up to 9 Start Your Own Business training programmes will take place each year as client demand dictates.

Each SYOB programme is run once a week for 8 weeks. If the training is completed online the sessions will be 2 hours long and if they are completed in person the sessions will be 3 hours. A number of the programmes will be morning sessions with the remainder of the programmes taking place in the evening, based on demand.

When preparing your tender, please prepare your document to outline how training will be delivered both in a classroom setting and using alternative means, i.e. online training, and please outline associated costs involved in each method.

The programmes that take place in a physical classroom environment; venue hire and refreshments will be provided by Local Enterprise Office. In both scenarios, recruitment of course participants will be the responsibility of Local Enterprise Office Louth.

The successful tenderer will be required to deliver the majority of the programme themselves and where necessary to draw in expertise in relevant areas. Please submit your profile and that of the other training staff who will be involved in the delivery. A follow-up evaluation on each participant six months after the programme concludes is also required.

The anticipated start date is January 2023, with close out of the programme to be completed by December 2023

**\*\*It is imperative that supplier/s delivery of this support will comply with any Covid-19 Government guidelines and restrictions in place by Government during this time.**

The selected supplier/s will report to the Head of Enterprise/Senior Enterprise Development Officer, or his/her designate.

A final project report with client progression, including objectives set, deliverables, and outcomes will be required at the end of each programme.

## **1.5 Activities and Outcomes of SYOB**

Each SYOB programme is run once a week for 8 weeks. If the training is completed online the sessions will be 2 hours long and if they are completed in person the sessions will be 3hours. A number of the programmes will be morning sessions with the remainder of the programmes taking place in the evening.

### **Content:**

- Enterprise & Self Employment
- Market Research
- Who wants to be an entrepreneur
- Taxation
- Finance & Book- Keeping
- Marketing
- Sales and Sales Plans
- Cash Flow Projections
- Legal Implications
- Business Plan Preparation

## **2. Duration of Contract**

- 2.1 LEO Louth will engage with the successful Consultant(s) for the period January 2023 to December 2023 and subject to satisfactory performance and agreement. This will be reviewed after one year and subject to agreed satisfactory performance a further one year contract will be offered. **The contract is due to commence in January 2023.**
- 2.2 The service provision will continue to be subject to ongoing review and may, at any stage, be terminated by LEO Louth. The contract may also be terminated by LEO Louth if, in the opinion of LEO Louth, it subsequently fails to maintain satisfactory standards of content and delivery.
- 2.3 LEO Louth reserves the right to extend this contract.

## **3. Format of Quotation / Evaluation of Quotation / Award Criteria**

### **Format of quotations**

- 3.1 Quotations must adhere to the format stipulated in **Appendix B**.

### **Evaluation of Quotations**

- 3.2.1 Only quotations received by the due date will be accepted.
- 3.2.2 Quotations will be initially evaluated by reference to the qualification criteria:
- a) Stated ability to quote to meet the minimum requirements specified in **Appendix A** of this document

&

  - b) Completeness of quotation documentation as specified in **Appendix B** of this document

Note, that it is intended that only those quotes, that meet the above qualification criteria (**as detailed in Appendix A**) will be eligible for inclusion in the award process.

## Award Criteria

**3.2.3** The successful proposal/s will be selected from qualifying quotations; The contract will be awarded on the basis of the most economically advantageous tender, applying the following weighted criteria:

Criteria	% Weighting
Completeness and clarity of the proposed methodology to deliver the project and proposed overall project management	25
The cost of the contract and value for money	25
Demonstrated understanding of the tender requirements	15
Previous experience of similar types of work and a track record of working with the small business sector by reference to three customer testimonials	15
Skills and experience of proposed personnel	10
A demonstrated ability to meet tight deadlines	10

**The following formula will be applied to the cost score:**

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

**e.g.**

Lowest Cost from a Bona Fide Tender	<b>A</b>
Cost for the tender being evaluated	<b>B</b>
Maximum Points available for Cost	<b>2000</b>
Formula employed	<b><math>\frac{2000 \times A}{B}</math></b>

**Please note the named supplier/s must deliver the service and no sub-contracting is permitted for this assignment.**

## **4. Notice to Companies Quoting**

- 4.1** LEO Louth proposes that the following information relating to this quotation will be made available on request under the Freedom of Information Act 2014:
- a)** Name of successful quoting organization
  - b)** Reasons for non-acceptance of the enquirers' quotation
- 4.2** LEO Louth undertakes to hold confidential any information provided in this quotation subject to:
- a)** Disclosure of the information specified at (a) and (b) above as liable for release to the public and
  - b)** LEO Louth's obligations under law, including the Freedom of Information Act which came into law on 14<sup>th</sup> October 2014.

Quoting organisations are asked to consider if any of the information supplied with the RFQ response should not be disclosed because of its sensitivity, (other than that referred to at (a) and (b) above). If this is the case, quoting organisations should when providing such information, identify same and specify the reasons for its sensitivity. LEO Louth will consult with the quoting organisation about the potentially sensitive information before making a decision on any request received under the Freedom of Information Act 2014.

### **Contractual Arrangements**

- 4.3** It is intended that this Request for Quote will give rise to a contract for the supply of Start Your Own Business training programme to identified LEO Louth clients.
- 4.4** LEO Louth requires that all information made available to the supplier/s in the course of this project be treated in strict confidence unless indicated otherwise in particular instances.

The supplier/s shall at all times keep confidential and shall not, without the prior written consent of LEO Louth, use for its own benefit or purpose, or the benefit or purpose of a third party, or disclose to any third party, any information of a confidential nature (including any trade secrets and information of commercial value) which may become known to it by virtue of it providing services unless such information is in the public domain (other than by breach of this provision) or the information is required to be disclosed by law. The supplier/ supplier shall take all reasonable steps to ensure that its employees, agents and sub-Consultants (if permitted by the terms of this contract) are bound by the same obligation.

## Financial Arrangements

### Tender price

All costs must be quoted as a fixed price in Euro (both exclusive and inclusive of VAT) to include the costs of all travel and other expenses and overheads to be incurred in the delivery of the contract.

### 4.5

- a) Tenders are requested to submit a rate per training programme.
- b) Professional Services withholding tax will apply
- c) Where a consultant is not Value Added Tax (VAT) exempt, Vat is applicable. All costs must be quoted as a fixed price in Euro (*both exclusive and inclusive of VAT*)
- d) Costs quoted must include, for comparison purposes, all envisioned costs and service charges. To ensure best practice in procurement at least 3 competitive quotations in writing shall be sought
- e) Payment for all third party costs must be agreed in advance and can only be paid on foot of appropriate invoices. Detailed invoicing arrangements will be agreed with the successful supplier at the time of the award of contract.
- f) LEO Louth is committed to meeting its obligations under the 30 day Prompt Payment Rule.
- g) Before a contract is awarded the successful Consultant(s) (and agent, where appropriate) will be required to promptly produce a valid, current Tax Clearance Certificate.

**All payments under the contract will be conditional on the Consultant(s) being in possession of a valid, current tax certificate number at all times.**

### 4.6 Professional Indemnity Insurance

- a) It will be a condition of the award of the contract that the consultant will be required to hold for the term of the services contract the following insurances:
  - Employers Liability (if applicable) €12.7 million
  - Public Liability (if applicable) €6.5 million
  - Professional Indemnity (applicable) €1million

**and** Louth County Council should be indemnified – either specifically or by way of an Indemnity to Principals clause.

- b) Please provide confirmation of the following in relation to underwriting of these insurance policies:

From 1st Jan 2021, (end of Brexit transition period) all insurances presented to LEO Louth by suppliers must have their policies underwritten in an EEA

State (and not by a UK domiciled insurance provider). This applies to all new policies or renewed policies from 1st Jan 2021.

For suppliers who have policies in place at 1st Jan 2021, which are underwritten by UK domiciled insurance providers, these policies are only acceptable up to their renewal date.

Please provide confirmation that your insurance policies are currently underwritten in an EEA State and are authorised in the Rep of Ireland, or if not that they will be when they fall due for renewal in 2021.

#### **4.7 Preparation of Quotations**

- a) Quotations must be completed in accordance with the format specified in Appendix B. Quotations, which are incomplete, will be rejected.
- b) LEO Louth requires that any information provided, pursuant to this invitation to quote, will be treated in strict confidence by suppliers.
- c) LEO Louth reserves the right to seek clarification or verification of any such information. In the event of the quotation being successful, information supplied by quoting organisations will be treated as contractually binding.
- d) LEO Louth will not be liable in respect of any costs incurred by suppliers in the preparation of quotations, including an electronic copy, or any associated work effect.

##### **4.7.1 Submitted proposals must include the following:**

- a) Professional/Business Profile detailing suitability for the proposed contract;
- b) Details of 2 previous assignments that demonstrate suitability for the proposed contract;
- c) Confirmation of availability to undertake the work programme outlined above;
- d) Provide copies of professional indemnity (required), public liability and employers liability insurance (where applicable)
- e) Proof of Tax Clearance;
- f) Confirmation of VAT registration status

#### **4.8 Compliance with GDPR**

The EU General Data Protection Regulation 2016/679 (**GDPR**) applies from 25<sup>th</sup> May 2018.

GDPR applies to controllers (including Local Authorities and thus Local Enterprise Offices) and processors (including third parties providing services to us, to the extent that such third parties process personal data as part of such services).

LEO Louth provides a range of financial and other supports to its client companies (“Clients”) and to certain other persons.

GDPR requires, among other things, that contracts between controllers and their processors stipulate certain terms. To the extent that we act as a controller and you act as a processor, and the provision of your services requires you to process personal data relating to our Clients' employees or officers and/or relating to our employees or officers and/or relating to other persons, at our request or under our instructions, our data processing arrangement should stipulate such terms.

This section details the relevant contractual terms required of processors by Article 28 of the GDPR.

In this section, the terms "personal data", "processor", "controller", "data subject", "supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in the GDPR. "Sub-processors" means other processors that are used by you to process personal data.

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and our obligations and rights as data controller are as provided in our existing agreements and/or further to written or oral instructions that you receive from us.

In processing personal data that we provide to you, you warrant and represent that you are, and shall be for so long as you process any such data, fully compliant with the GDPR and any national implementing legislation ("Data Protection Law") and you agree:

- To only process the personal data on our documented instructions, unless you are required to do so by EU or Irish law. You shall inform us of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- Not to transfer the personal data to a recipient outside the EEA, without our prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- To impose a duty of confidentiality on any staff and subConsultants, where applicable, with access to the personal data.
- To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.

- Not to engage another processor without our prior specific or general written authorisation. In the case of general written authorisation, you shall inform us of any intended changes concerning the addition or replacement of other processors, thereby giving us the opportunity to object to such changes.
- To require any sub-processor that you engage to process the personal data on our behalf, to adhere to the same obligations that you undertake in this letter, to ensure such processing meets the requirements of the Data Protection Law, and you will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- Insofar as possible, and taking into account the nature of the processing, assist us by appropriate technical and organisational measures to fulfill our obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- Taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- At our request, delete or return all the personal data to us after the end of the provision of your services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- Make available to us all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.
- Immediately inform us if, in your opinion, an instruction of ours infringes the GDPR or other EU or Irish data protection provisions.

#### **4.9 Cost of Preparation of the Request for Quotation:**

- a) LEO Louth will not be liable for any costs incurred by candidates in the preparation of the RFQ or any associated work effort. It is the responsibility of the Consultant to ensure that they are fully aware and understand the requirements as laid down in this document.
- b) Consultants will be responsible for any costs incurred by them in the event of their being required to attend for interview or make a presentation of their proposals.

#### **4.10 Confidentiality**

The successful applicants will treat the details of all documents supplied in connection with any contract as private and confidential.

#### **4.11 Conflict of Interest**

Any conflicts of interest involving a candidate must be fully disclosed to LEO Louth. Any registerable interest involving the consultant and LEO Louth or employees of LEO Louth or their relatives must be fully disclosed in the application or should be communicated to LEO Louth immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of an application and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and the Ethics in Public Office Act 2001. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

#### **4.12 Legal Form of Groupings**

In the case of group bidders no special legal form is required but any non-legal entity will be required to form one single legal entity prior to the award of any contract.

**4.13** LEO Louth will not consider RFQ submissions which are not received by the closing time on the last day for submissions.

**4.14** LEO Louth may seek clarification from the Consultant of any details submitted or referred to in this quotation.

**4.15** LEO Louth may not award any contract under this Request for Quotation.

**4.16** LEO Louth may call a consultant(s) for contract to interview if it is of the opinion that further clarifications on the details submitted are required.

**4.17** LEO Louth may carry out a site visit to the Consultants premises in order to satisfy itself with any of the details submitted or referred to in this application.

**4.18** All queries on this RFQ will be answered by contacting [tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie) only and must be received before the closing date for queries. In circulating responses, queries will be edited to avoid disclosing the identity of the consultant and will be circulated to all parties who have been asked to submit a quotation or who have expressed an interest in doing so.

**4.19** All prices tendered for competitions shall be "all inclusive" of expenses and other costs and shall not be qualified or subject to variables or extra.

**4.20** The contract will be for a period of 12 months unless extended as per Section 2.0.

## **5. Submission of Tender**

5.1 A soft copy with **Tenders for Start Your Own Business Training Programme** in the Subject bar should be emailed to:

[tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie)

**to be received no later than 4pm on Friday 11th November 2022**

- It is the responsibility of respondents to ensure that the quotation document is received on time.
- Quotations which are delivered late will not be considered. Late delivery of quotations occasioned through the use of an agent will not be entertained.

## **Minimum Requirements, Format of Quotation, and Declaration of Bona Fides**

### **Appendix A – Minimum Requirements**

Only Consultants who have met the following selection criteria will be included in the competition:

#### **1.0 Insurance**

1.1 The Consultant must provide evidence of appropriate insurance cover.

1.2 Insurance policies must indemnify Louth County Council for any loss incurred as a result of actions by the Consultant. You must provide evidence of cover being in place or a letter from an Insurance company stating that cover may be put in place if a contract is awarded within one week of the appointment.

#### **2.0 Tax Compliance**

The Consultant must produce verification of tax compliance.

#### **3.0 Methodology**

The Consultant must provide a Methodology which must be satisfactory to the Local Enterprise Office, Louth.

#### **4.0 Declaration of Bona Fides (Appendix C)**

The Consultant must provide a completed Declaration of Bona Fides

#### **5.0 Service Level Agreement**

- a) The Consultant must agree to reply to all written queries raised by LEO Louth in writing within 2 working days of the issue of the query
- b) The Consultant must agree to reply to all telephone queries raised by LEO Louth before 17.00 hrs on the same business day

- c) The Consultant must be in a position to attend meeting/s which maybe in person and/or online depending on the Covid 19 restrictions in place at that time. This is at no extra charges to LEO Louth

## **6.0 Review of Contracts**

The Consultant must agree to have periodic reviews of any contract entered into which shall be determined at the time of award of the contract and shall agree to LEO Louth being in a position to terminate the contract without penalty for:

- a) Non delivery of a deliverable under the contract
- b) Failing to meet a time scale for delivery of a deliverable under the contract
- c) For any reason at the discretion of LEO Louth

## **7.0 Method of Payment**

The Consultant must agree to accept payment by means of electronic transfer of funds.

## **8.0 Commencement of Initial Contract**

The Consultant must be in a position to commence work on the initial contract within 2 weeks of being awarded the contract.

## **9.0 Sub-Contracting**

- a) The Consultant shall not subcontract any of the work without the prior written consent of LEO Louth; such consent will be granted solely at the discretion of LEO Louth.
- b) Proposals which rely on sub-contracting to meet the minimum requirements for inclusion in the competition may be excluded from consideration.

<b>Appendix B – Format of Quotation</b>
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- 1.1 Name, address, telephone and email of quoting organisation. (The name of the person within the quoting organisation who will be dealing with the matter).
- 1.2 Name, address, telephone and email of any third parties involved in the quotation. Name of the person within the third-party business dealing with the matter.
- 1.3 Description of role or element of contract to be fulfilled by any third-party.
- 1.4 Identification of party who will carry overall responsibility for the contract.
- 1.5 Confirmation of acceptance by the quoting organisation and any third parties of the conditions of quotation described in Sections 2, 3 and 4 of the invitation to quote.
- 1.6 Professional/Business Profile of relevant personnel detailing suitability for the proposed contract.

- 1.7 A statement of general capability for the proposed assignment, together with relevant references. LEO Louth may contact and assess these references as part of the award process.
- 1.8 Details of 2 previous assignments (completed in the last 3 years) that demonstrate suitability for the proposed contract. These should include Title of Contract and Date Completed, Nature and Complexity of the Contract and the name of the Contracting Entity.
- 1.9 Proposed Methodology for delivery of the proposed contract.
- 1.10 Proposed daily rate for delivery of the project, ex VAT and inclusive of expenses.
- 1.11 Confirmation of agreement with point 5.0 to 9.0 of **Appendix A**
- 1.12 Completed Declaration of Bona Fides (**Appendix C**)
- 1.13 Any other information that may be relevant to the quotation
- 1.14 Include the following Signature section at the end

<b>Signed:</b>			
<b>Name (in Capital Letters):</b>			
<b>On behalf of:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>Date:</b>	

LEO Louth may also decide to appoint more than one Consultant where deemed appropriate.

**Appendix C - Declaration of Bona Fides**

2.1 Please indicate if any of the following situations have applied, **YES** **NO**

**DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU**

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved)

	<b>YES</b>	<b>NO</b>
<b>1.1</b> Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		

Please indicate your answer by marking 'X' in the relevant box

<b>1.1.a</b>	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
<b>1.1.b</b>	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
<b>1.1.c</b>	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
<b>1.1.d</b>	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
<b>1.1.e</b>	the subject of a conviction for money laundering or terrorist financing;		
<b>1.1.f</b>	the subject of a conviction of child labour and other forms of trafficking in human beings;		

<b>1.2</b> Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?  Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved		
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<p>within the past three (3) years, or currently apply, to your organisation.</p>	<p>Please indicate your answer by marking 'X' in the relevant box</p>		
<p><b>2.1.a</b></p>	<p>has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;</p>		
<p><b>2.1.b</b></p>	<p>is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;</p>		
<p><b>2.1.c</b></p>	<p>is guilty of grave professional misconduct which renders its integrity questionable;</p>		
<p><b>2.1.d</b></p>	<p>has entered into agreements with other economic operators aimed at distorting competition;</p>		
<p><b>2.1.e</b></p>	<p>has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;</p>		
<p><b>2.1.f</b></p>	<p>confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;</p>		
<p><b>2.1.g</b></p>	<p>has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.</p>		
<p><b>2.1.h</b></p>	<ul style="list-style-type: none"> <li>• is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or</li> <li>• has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or</li> </ul>		
<p><b>2.1.i</b></p>	<p>has undertaken to:</p> <ul style="list-style-type: none"> <li>• unduly influence the decision-making process of the contracting entity, obtain confidential information that may confer upon the Consultant undue advantages in the procurement procedure; or</li> <li>• negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</li> </ul>		