

# OPEN PROCEDURE REQUEST FOR QUOTE

# **MULTI-PARTY FRAMEWORK AGREEMENT**

# RECOMMENDED FOR BELOW EU THRESHOLD

Anticipated Number in Framework	5
Scope of the Framework	
A Multi-Party Framework for Local E	Enterprise Office Louth for the delivery of a Training /
Workshop programmes for 2025	
Procedure	
Open Procedure	
Key Dates	
Issue Date	1 <sup>st</sup> November 2024
Closing Date for Queries	22 <sup>nd</sup> November 2024
Closing Date for Quotes	29 <sup>th</sup> November 2024
Submissions	
Contact for Queries	tenders@leo.outhcoco.ie
Format for submission of Quotes	Via email to tenders@leo.outhcoco.ie no later than 5pm
Please note that the Contracting Author	rity accepts no responsibility for information relayed (or not
relayed) via third parties.	

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# 1 Background

The Local Enterprise Office Louth hereinafter referred to as LEO Louth, has the primary function of promoting enterprise and assisting with the development of micro-enterprises at local level. LEO Louth supports include financial assistance (subject to eligibility), business advice, mentoring, training and business to business networking. The provision of training supports is a fundamental part of the Enterprise Development plan to support entrepreneurs in our region. LEO Louth currently provides a wide range of training opportunities to businesses, all of which are highly subsidized. These programmes equip entrepreneurs, owners and managers with the knowledge to plan, grow and sustain productivity, innovation and competitiveness.

For more information visit <a href="https://www.localenterprise.ie/Louth/">https://www.localenterprise.ie/Louth/</a>

Louth County Council herein referred to as the Contracting Authority, is the authority responsible for this procurement. The training courses / workshops will be managed by the Local Enterprise Office Louth, hereinafter referred to as LEO Louth.

Further information is available at our corporate website info@leo.louthcoco.ie

#### 2 Scope of the Framework

LEO Louth proposes to engage in a competitive process for the establishment of a multiparty framework agreement for the provision of training / workshop services, detailed in **Appendix 2**, to support start up and micro enterprises in County Louth from  $1^{st}$  January  $2025 - 31^{st}$  December 2025.

The Framework Agreement sets out that each LOT will operate on a rotational basis with a maximum of 5 providers selected (top 5 scores) to deliver each LOT over the contract period. Each Framework Agreement for each LOT will be established on foot of this Tender Competition. Each Tenderer can apply for 1 or more LOTs. They will also be required to identify any specific category of training they specialise in / deliver under the relevant LOT they have tendered for, this can be done by ticking the relevant categories under each LOT they intend to apply for, see **Appendix 2**.

Under each framework agreement for each LOT – the top 5 highest ranked successful Tenderers for the LOT will be appointed to the LOT in question. The maximum of 5 per LOT is subject to that number meeting the minimum criteria and rules.

# 2.1 Duration of the Framework Agreement

Each Framework Agreement per LOT will be for a maximum period of one (1) year with the option to extend for a further one (1) year. LEO Louth confirms that the period of any contracts awarded under each framework agreement may extend beyond the date of expiry of the agreement.

# 2.2 Estimated Value for the Framework Agreement

It is envisaged that the estimated annual value over all the framework agreements for all LOTs will range between €20,000 - €25,000 excluding VAT. This range may differ for each individual LOT. Please be advised that the above figures are provided strictly for indicative/guidance purposes only and there is no guaranteed expenditure under any of the framework agreements under any of the LOTs.

#### 2.3 Termination of Contract

LEO Louth reserves the right as its sole discretion to terminate any contract where, due to matters outside its control including but not limited to, increased costs arising from any changes in the customs union, which render the commercial arrangement uncompetitive.

# 2.4 Anticipated Timeline

The following indicative timeline is envisaged for this procurement

Issue RFT	1 <sup>st</sup> November 2024
Closing Date for Queries	22 <sup>nd</sup> November 2024
Closing Date for receipt Tenders	29 <sup>th</sup> November 2024
Contract Commencement	1 <sup>st</sup> January 2025

The dates provided are estimates at the time of publication of the Request for Tender. LEO Louth will endeavour to run the process to this timetable, but this cannot be guaranteed.

# 3 Detailed Specification of Requirements

LEO Louth proposes to engage in a competitive process for the award of contracts for the LOTS as specified hereunder.

# 3.1 Specification

The training programmes and workshops offered by LEO Louth are delivered as part of the Services Level Agreement with Enterprise Ireland where LEO Louth are to support the development of start-up's and micro enterprises in the county. To meet these needs LEO Louth proposes a suite of training programmes and workshops as follows:

**LOT1 Financial Management Programmes** 

LOT2 Social Media, Digital and Web Programmes

**LOT3** Business Management

Lot 4 Sales and Marketing

LOT 5 Human Resource Management

Please refer to Appendix 2 Local Enterprise Office Louth Proposed Training Programmes 2025.

Programmes under each framework agreement for each LOT will run online or in venues booked by LEO Louth. Details of same will be advised to the training provider. In the event of in person workshops, the venues will be within the catchment area of County Louth and LEO Louth will be responsible for room hire and refreshments which should be excluded from your quotation. For online programmes the Trainer will be responsible for facilitating the online platform and circulating the login details, documents, etc for same to participants. Tenderers are asked to price for both scenarios in their responses.

Course notes must be provided to the clients, electronically if delivering course online and in hard copy if delivering the course in a classroom setting. On completion of the course a copy of the notes must also be submitted to LEO Louth along with attendance record and evaluation forms (were applicable). LEO Louth do not photocopy and prepare training materials for training suppliers.

Follow up sessions provided to participants as part of the programmes delivered under each of the LOTS can be held virtually (were applicable).

Trainers making a submission must have professional indemnity insurance and hold a current tax clearance certificate, please see section 5.1

#### 3.2 Costs

This cost should consider provision of course materials, mentoring (if applicable), printing materials, travel and other expenses; overheads, insurances, licences, account for online delivery platform and final evaluation report.

Please include a trainer fee based on:

- 1. Delivering the course in person, in a classroom setting Half Day & Full Day Rate
- 2. Delivering the course online Half Day and Full Day Rate

Pricing must be expressed in Euro only and be exclusive of VAT. VAT is not applicable to training.

LEO Louth shall not be liable for any costs incurred in the preparation of tenders.

LEO Louth reserves the right to postpone or cancel programmes/workshops or moves classes from static location to online or vice versa.

#### 4 Selection Criteria

The Contracting Authority is using the **open** procedure for the award of each framework agreement for each LOT, therefore, while all interested parties may submit a quote, only those demonstrating / meet the pass criteria(s) and technical capacity will have their quotes considered.

# 4.1 General, Legal and Financial Requirement

Tenderers are required to provide information on the following in their Quotation Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the quote being considered inadmissible.

Please provide contact and general information on the tendering organisation – company name, address and contact details for individual responsible for this quote and company overview as well as information on sub-contractors and consortium members if applicable.

Confirmation that the tenderer / all parties associated with the tenderer are full tax compliant in accordance with the rules of the Irish Revenue Commissioners
(a) Confirmation that the tendering party turnover exceeded €30,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.
Evidence of both statements will be required prior to the award of the framework agreement / any contract.
Confirmation of the following insurances being in place
• Employer's Liability - €13 million
Public Liability - €6.5 million
Professional Indemnity - € 1million
Louth County Council should be indemnified under the suppliers Employers Liability (if applicable) and Public Liability Insurances – either specifically or by way of an Indemnity to Principals clause.  Insurances provided by vendors must be authorised for this jurisdiction

# 4.2 Technical Capacity Requirements

Tenderers are required to provide information on the following in their Quote documentation. The criteria and rules outlined below are assessed on a **pass/fail** basis. Failure to comply with the requirements will result in the quote being considered inadmissible.

# **Previous Contracts / Experience**

Tenderers must provide information clearly demonstrating successful delivery of **2** previous comparable contracts / experience. This should include details such as the scope of training, target audience, and outcomes achieved.

# 5 Award Criteria

This Award Criteria will apply to each LOT. Only tenders which meet the Selection Criteria for the relevant LOT, are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria for the LOT in question. Tenderers should ensure that they have submitted sufficient relevant information for each LOT applied for, to allow their tenders to be assessed under each of the award criteria set out below. Each framework LOT will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers are required to complete and submit the relevant information in their quotation. Please note that the maximum marks available is 1000.

Please note that an overall mark under 50% is unacceptable.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Cost	20%	200	N/A

Please provide a fixed sum to deliver the course(s) within the LOT being applied for, to include costs of labour, printing, materials, travel and other expenses, overheads, insurance, permits, licences, liaison with relevant authorities, certificate costs (if applicable), etc.

Prices are to be shown ex VAT and are to be fixed for the period of the contract. LEO Louth is not liable for any costs incurred in the preparation of the tender. It is the responsibility of the trainer to provide course notes for participants (can be emailed)

	Criteria	Weighting	Maximum Score	Minimum Score Required
В	Content & Quality of proposed Course submission & Methodology	60%	600	300

Comprehensiveness and quality of approach. Outline content methodology and resources proposed, to meet description of the LOT. Tenderers should also submit evidence of accreditation to run course where applicable.

Proposal should at a minimum cover the below requirements:

- Demonstrate and understanding of the requirements, as outlined in Appendix 2, and your ability to deliver training in line with these requirements
- Include details relating to the approach/methodology to be applied to the delivery of each training course that you are tendering for, including proposed content and material for each training course/programme being tendered for.

	Criteria	Weighting	Maximum Score	Minimum Score Required
С	Personnel Resources	15%	150	75

Please specify who will be delivering each course. For each member of the delivery team list: name, role and hours assigned for each course, relevant qualifications and experience and demonstrates their knowledge and competencies to deliver the applicable proposed course.

	Criteria	Weighting	Maximum Score	Minimum Score Required
D	Sustainability / Environmental Criteria	5%	50	25

Provide evidence of a comparable contract that was delivered with supporting environmental measures (e.g. staff sustainability and awareness training, environmental management system implementation)

Proposed mitigation steps to provide your services with the lowest carbon footprint and the practical steps that the tenderer will take to deliver the contract in an environmentally sustainable manner

# 5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from Bona Fide Tender	А
Cost of the tender being evaluated	В
Maximum Marks available for Cost	С
Formula employed	<u>A x C</u> B

LEO Louth is not obliged to accept the lowest, or any, tender.

LEO Louth may decide, following evaluation of tenders, not to proceed or to proceed with a limited number of elements of the proposal.

The LEO Louth may also decide to appoint more than one training provider were deemed appropriate and in-particular for programmes where demand is high.

#### 6 Instructions for tenderers

Submission of quotes via email to tenders@leo.louthcoco.ie

Closing Date for tenders is 5pm on Friday 29th November 2024

It is the responsibility of the tenderer to ensure that their quote is complete and submitted by the designated deadline.

Upon submitting a quote, trainers are confirming they are fully compliant with GDPR and any national implementation legislation. GDPR compliance details are available in **Appendix 1** 

# 6.1 Confidentiality

Upon reviewing of Quotes, information relating to the examination, clarification, evaluation and comparison of quotes and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender

# 6.2 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

# 6.3 Right not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process

# 6.4 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

# 7 Appendix 1: 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 sub-Consultants, 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.

Please tick each course you intend to quote for and indicate half day / full day.

LOT 1 Financial	Half Day	Full Day
Basic Book-keeping for Small Business		
Financial Forecasting & Projections		
Filing Your Income Tax Returns on ROS		
Financing Your Start Up Business		
Introduction to VAT		
Computerised Accounts for Micro Businesses		
Book-keeping using Excel		
Debt Collection / Credit Control		
Sage for Small Business		
Costing & Pricing		
Small Business Accounts		
Cash flow Management		
Access to Funding		
Taxation for Small Business		
Revenue Online services (ROS)		
Income Tax & Tax Compliancy		
Succession Planning		
Accounting Software		
Preparing a Revenue Audit		
Other		

LOT 2 Socia Workshops	l Media / V	Veb / Digital	Half Day	Full Day
Social Media	for Small Busi	ness		
Twitter (Beginner/Int	for ermediate lev	Business el)		
TikTok for Bu	siness			

LinkedIn for Business	
How to Create a Podcast	
Canva for business (Beginner & Advanced)	
Video editing for business	
SEO for Business	
Shopify for Business	
Advanced Facebook	
Instagram for Business	
Website design using Wordpress	
Creating an Online Business	
Online Business Video Optimisation	
Business Blogging	
Google Analytics	
Green Marketing (Telling your Green Story)	
Website Audits	
Cyber Security	
Artificial Intelligence (AI)	
Chat GPT for business	
Content Creation	
Emailing Marketing	
Blogging for Small Business	
Other	

LOT 3 Business	Half Day	Full Day
Business Planning & Management		
Marketing for Small Business		
How to Sell Successfully		
Increasing Traffic to your website		
Business Health Check		
Ideas Generation for Self- Employment		
Data Protection for Small Business		

Contract Contract Contract Contract	1	
Customer Service for Small Business		
Time Management for Entrepreneurs		
Employment Law & HR for Small Business		
Stress Management		
Tradeshow Preparation Workshop		
Effective PR for Small Business		
Franchising		
Health & Safety Awareness Workshop		
Branding Your Business		
Business Communications		
Successful Tenders		
How to Create a Business Plan		
Succession planning		
Business photography		
Market Research		
Pitching your business to investors		
Visual Storytelling		
Patent and Intellectual Property		
Advertising		
E-tenders and tendering		
60 second pitch essentials		
Marketing & PR plan		
New product development		
HR advice		
Managing your team remotely		
Leadership for Owner Managers		
Business strategy		
Pricing for early stage start ups		
Pathways to CE		
Other		

LOT 4 Sales & Marketing	Half Day	Full Day
Email Marketing using Mailchimp		
Digital Marketing Strategy		
Growth Strategy		
Marketing & Promotional Videos on a Budget		
Product Design		
Understanding Your Customer		
Costing & Pricing		
Market Research		
Presentation & Pitching Skills		
Creating an Online Business		
Other		

LOT 5 Human Resources	Half Day	Full Day
Understanding Employment Polices & Procedures		
Interview Skills		
Retaining Staff		
Motivating Staff		
People Management		
Other		