



Oifig Fiontair Áitiúil Lú

Local Enterprise Office Louth

**Request to Tender  
for the delivery of**

# **Start Your Own Business Programme** *January to June 2020*

**on behalf of  
Local Enterprise Office Louth**

October 2019

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# 1 Introduction and Background

The role of the Local Enterprise Offices (LEOs) is to support the small and micro-enterprise sector through the start-up and expansion phases. The LEOs are the principal deliverers of State support to the micro-enterprise sector in Ireland and they provide targeted supports – both financial and non-financial – to the small and micro-enterprise sector to enable those businesses grow and create sustainable employment within their local area.

With 31 dedicated teams across the Local Authority network in Ireland, the LEOs are the Government's 'first-stop-shop' through which all information on State supports for small and micro businesses can be accessed and where businesses with clear high growth potential can be fast-tracked to the next level of support from Enterprise Ireland.

LEO's offer a wide range of experience, skills and services, providing advice, business information, training, networking, mentoring and financial supports.

## 1.1 Format of Start your own Business Training Programme

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.

### Aim

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

### Benefits

What the programme offers:

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.

## 1.2 Course Content must cover the following topics:

- 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
- GDPR

LEO Louth will provide all SYOB participants as part of their training pack a book titled *“Start Your Own Business”, A Workbook, Fourth Edition by Ron Immink & Brian O’Kane*. Contractors are required to refer to the relevant sections of the book in their presentations /slides and folder notes, this ensures that the student can use the notes and the book as a reference source once the course has ended.

## 1.3 Programme Delivery

Up to 7 no. (seven) Start Your Own Business Training Programmes will take place from January 2020 to June 2020 as client demand dictates. They will commence in January, April and June, with each course being delivered over 8 no. sessions.

**Dundalk:** Tuesday morning or evening 10am - 1pm or 6.30pm – 9.30pm

**Ardee:** Tuesday evening 6.30pm – 9.30pm

**Drogheda:** Wednesday morning 10am - 1pm

**for eight consecutive weeks commencing on same week in each venue  
(subject to change based on demand).**

Proposals should outline your suggestions for training delivery and all associated costs.

Venue and refreshments will be provided by Local Enterprise Office Louth and recruitment of course participants will also be the responsibility of Local Enterprise Office Louth.

The successful tender will be required to **deliver the majority of the programme yourself** and where necessary to draw in expertise in relevant areas. Please submit your profile and that of other training staff who will be involved in the delivery.

## 1.4 Programme Reporting

A follow-up evaluation on each client six months after the programme concludes is also required.

## 1.5 Contract Period

The contract will commence in January 2020.

The selection of the successful tender will be made on or before 2<sup>nd</sup> December 2019. The relevant contracting authority is Local Enterprise Office Louth, Louth County Council and we will enter into a single fixed price contract per course for the duration of six months. (January to June 2020)

## 2. Evaluation Procedures and Awards Criteria

### 2.1 Award Criteria

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          |

## **2.2 Evaluation**

Each submission will be assessed by a three person panel in line with Louth County Council's procurement procedures. Following the scoring of tenders under the award criteria, the highest scoring tenders may be required to provide additional details, to verify information supplied, or to make a presentation prior to the selection of a preferred tender. Respondents who have not been successful will be notified after the selection of a preferred tender.

Local Enterprise Office, Louth County Council reserves the right to terminate a contract at any stage, in accordance with the terms of the contract. The Contractor shall be responsible for the delivery of all services provided for, within the Contract on the basis of the agreed costs. Local Enterprise Office, Louth County Council retains the right to withhold payment of fees where a Contractor has failed to meet its contractual obligations in relation to the delivery of services within an acceptable timeframe and/or to an acceptable level of quality. In this regard, Local Enterprise Office, Louth County Council also reserves the right to include an appropriate penalty clause based on agreed service deliverables.

## **2.3 Freedom of Information/Confidentiality**

Local Enterprise Office Louth undertakes to use its best endeavours to hold confidential any information provided by respondents, subject to the obligations under law, including the Freedom of Information Act, 2014. Respondents wishing that any of the information supplied in their tender should not be disclosed should identify this sensitive information clearly and specify the reason for its sensitivity. Local Enterprise Office Louth will consult such respondents before making a decision on disclosure of the information concerned on foot of any relevant Freedom of Information request. Local Enterprise Office Louth also requires that all information made available to the preferred tender in the course of this project be treated in strict confidence, unless indicated otherwise by Local Enterprise Office Louth in particular instances.

## **2.4 Tax Clearance Certificate**

Under the terms of the Tax Clearance Certification Scheme, evidence from the Irish Revenue Commissioners that the successful tenders' tax affairs are in order will need to be provided before the award of the contract. Where Tax Clearance Certification expires within the course of the contract, Local Enterprise Office, Louth County Council reserves the right to seek a renewal.

All payments under the contract will be conditional on the contractor being in possession of valid Tax Clearance at all times. In addition, contractors must retain tax reference numbers for any sub-contractors where payments exceed €650 (including VAT). Where payments exceed €2,600 in any 12-month period the subcontractor will be required to produce current tax clearance certification.

## **2.5 Insurance**

The successful Tender will be required to hold an appropriate level of Professional Indemnity Insurance.

## 2.6 Payment Schedule

Payments made by Local Enterprise Office, Louth County Council are governed under Prompt Payment Legislation. Tenderers are required to state if they require payment terms outside the scope of the Act. A payment schedule, will be negotiated between the parties at contract commencement, and will form part of the agreed contract.

All payments will issue in accordance with Revenue Guidelines and direction, as amended.

## 2.7 Intellectual Property

Tenders should note that all information and intellectual property (e.g. concepts, guidelines etc.) generated from the delivery of services remain the property of the Local Enterprise Office, Louth County Council and should be returned to Local Enterprise Office Louth at its request or on termination of any contract and may not be used/distributed by the service provider without prior consent of Local Enterprise Office, Louth County Council.

## 2.8 Compliance with GDPR

- a. The EU General Data Protection Regulation 2016/679 (**GDPR**) applies from 25<sup>th</sup> May 2018.
- b. As you know, the 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).
- c. The LEO Louth provides a range of financial and other supports to its client companies ("Clients") and to certain other persons.
- d. The 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.
- e. This section details the relevant contractual terms required of processors by Article 28 of the GDPR.
- f. 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.
- g. 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.

- h. 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 subcontractors, 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 fulfil 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.

## 2.9 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.

## 2.10 Cost of Preparation of the Request for Tender:

Local Enterprise Office / Louth County Council 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 Contractor to ensure that they are fully aware and understand the requirements as laid down in this document.

Contractors 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

## 3 Submission of Tenders

Completed tenders must be received by 5pm by Friday 1<sup>st</sup> of November 2019 by email to [tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie) or at the following address:

Tenders Training,  
Local Enterprise Office Louth,  
Louth County Council,  
Town Hall, Crowe Street,  
Dundalk, Co. Louth.

### 3.1 Late Responses

It is the responsibility of respondents to ensure that the tender document is received on time.

Under no circumstances can Local Enterprise Office, Louth County Council consider tenders that are received late.

Ends

**Local Enterprise Office Louth,**  
**Louth County Council, Town Hall, Crowe Street, Dundalk, Co. Louth.**  
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