

INVITATION TO TENDER

for the provision of

London Legacy Development Corporation Volunteering Programme – 2014 Major Events

Management of London Legacy Development Corporation's Volunteering Programme for 2014 Park Events

COMMERCIAL - PROTECT

Version Final

London Legacy Development Corporation (Legacy Corporation) Level Ten 1 Stratford Place Montfichet Road London E20 1EJ

www.londonlegacy.co.uk



Contents

1.	INTRODUCTION	į
2.	BACKGROUND4	Ļ
3.	PROJECT DESCRIPTION6	j
4.	SCOPE OF REQUIREMENTS	
5.	PROCUREMENT PROCESS	
6.	SUBMISSION REQUIREMENTS AND EVALUATION	,
7.	LIST OF APPENDICES	
APP	ENDIX A: ACCEPTANCE OF PROCUREMENT CONDITIONS23	,
APP	ENDIX B: GROUNDS FOR EXCLUSION26	j
APP	ENDIX C: CONTRACT TERMS AND CONDITIONS29	,
PLE <i>A</i>	SE REVIEW THE CONTRACT TERMS AND CONDITIONS29	į
AND	CONFIRM AGREEMENT TO BE BOUND BY THEM. SEE RELEVANT TENDER BOX OF SUPPLY4LONDON 29	į
APP	ENDIX D: COMMERCIAL SUBMISSION30	ì
	ENDIX E: CONFLICTS OF INTEREST31	
APP	ENDIX F: DISCLAIMERS32	
APP	ENDIX G: TENDER SUBMISSION CHECK LIST35	;



1. INTRODUCTION

The London Legacy Development Corporation (the Legacy Corporation) is a Mayoral Development Corporation established under the Localism Act 2011. The Legacy Corporation's main objective is to ensure the Legacy of the 2012 Games and the regeneration of the Queen Elizabeth Olympic Park (the QEOP) and the other adjacent and associated areas it is responsible for.

The value of the Legacy Corporation's consultancy services requirements in this instance is below the relevant financial thresholds set out in the Public Contracts Regulations of 2006, as amended (the PCR). That being so the Legacy Corporation, which is a Contracting Authority for the purposes of the PCR, is not obliged in this instance to follow the PCR formal procedures to procure the Review and the Report.

The Legacy Corporation will however, on the basis of this Invitation to Tender (the "ITT"), comply with its own internal Procurement rules and Guidance (Procurement Code) as well as the General Public and EU law principles of Transparency, Equal and Fair Treatment, Non-discrimination and Proportionality and will carry out a competitive public tender process to select the most economically advantageous tender (MEAT) for its Review and Report requirements on the basis of the Award Criteria set out in Section 6 of this ITT.



2. BACKGROUND

The Legacy Corporation works with a range of stakeholder organisations to fulfil the commitments made in bringing the 2012 Olympic Games and Paralympic Games ('the Games') to London, to benefit both London and the UK as a whole. The Legacy Corporation's aim is to create a vibrant and active park on the site that hosted the Games: one that is fully integrated with the surrounding communities; a place that acts as a catalyst for wider regeneration in east London.

To this end, the Legacy Corporation is developing the Park to provide a focus for a sustainable legacy that will contribute significantly to the regeneration of the Lower Lea Valley area. The Legacy Corporation is also responsible for the development of a number of other sites situated within the Legacy Corporation boundary.

Tenderers in preparing their submission should consider the Legacy Corporation's policies which can be found at: http://www.londonlegacy.co.uk/about-us/corporate-policies/

Priority Themes

The Legacy Corporation has priority themes that cut-across the work we do in the Park and surrounding area. Tenderers are asked to take account of these priority themes in preparing their submissions.

The successful Legacy development of the Park and surrounding areas will represent the next phase in London's eastwards trajectory. It is a chance to reconnect communities across the Lea Valley, and an opportunity to ensure that local people can benefit from the economic changes underway with a view to the Park contributing to convergence – that is, the principle that within 20 years, the communities which hosted the 2012 Games will have the same social and economic chances as their neighbours across London.

It will be essential to connect with the existing local communities that frame the Park, as well as knitting these together with the new communities that will develop over time within the Park. Without this fundamental connection and integration the Park will fail to become a catalyst for regeneration and will at best remain an isolated island of sporting history. Our key objectives are:

- Develop a local sense of ownership and responsibility
- Support successful community initiatives and activities
- Establish clear communication and information sharing
- Enhance Corporate Social Responsibility (internally and externally)



Develop strong relationships and lasting partnerships

The table below shows the Legacy Corporation's priority themes and the policies that are in place to guide delivery of these themes.

Priority Theme	Policies & Delivery Plans	Detail
Promoting convergence and community participation	Community Engagement	Community groups will be engaged in the long term development of the Park, facilities, events and attractions. The Park will become an important meeting place for east London.
	Socio Economic	The Legacy Corporation aims to be a catalyst for regeneration and convergence.
	Sport and Healthy Living	The Park will be a balanced place for community and elite use, recreation, play and sports tourism.
Championing Equalities and Inclusion	Equality and Inclusion	The Legacy Corporation will work to deliver the highest standards of Equality and Inclusion practice within the Legacy Corporation's policies and plans, engaging and communicating with a range of stakeholders.
	Inclusive Design Strategy	The Park will be an accessible and inspiring new place which welcomes and attracts diverse communities, to maximise positive opportunities that the legacy development creates for the diverse and traditionally excluded communities of east London
Ensuring High Quality Design and Environmental Sustainability	Environmental Sustainability	Sustainability and environmental responsibility are integral to the Legacy Corporation's work and will influence all of its activities. This includes building emissions, renewable energy, water supply, events and venue management, supply chain and effective waste management.
	Design Quality	The Legacy Corporation's vision is to create a unique and inspiring place for events, leisure, sport and culture, a hub for enterprise and innovation, and diverse sustainable communities.

Tenderers in preparing their submission should consider the Legacy Corporation's policies which can be found at: http://www.londonlegacy.co.uk/about-us/corporate-policies/

-

¹ The Legacy Corporation wishes to encourage bidders to join Echo; Echo is partnership of the Legacy Corporation with Shoreditch Trust, a local charity which is: Economy of Hours, a market place without the money and a Echo, a flagship legacy project. See: www.economyofhours.com



3. PROJECT DESCRIPTION

INTRODUCTION

In 2014, the Park will be London's newest urban destination. It will embody all the positivity and opportunity of the London 2012 Olympic and Paralympic Games and help to reshape and redefine the Capital for local residents, Londoners and visitors from the UK and beyond. State-of-the-art venues and attractions will sit alongside homes, schools and businesses amongst waterways and green open spaces in the This heart of east London. will be no ordinary park. www.queenelizabetholympicpark.co.uk

Following the success of the debut 2013 summer series and the 643 Park Champion volunteers that supported all 22 events, LLDC is looking for a service provider to manage the Park Champions volunteer programme across the major events in the Park throughout 2014. Building on this experience from the 2013 summer series, there is significant appetite and demand for more event volunteering opportunities throughout 2014. While the scale and nature of the events will differ greatly from the 2013 summer series, many of the volunteering roles will remain extremely valuable to support the event delivery, maximise the visitor experience, strengthen the Park brand and continue to deliver on the 2012 volunteering legacy.

The 2014 events programme is still being finalised and may be subject to change. However, a range of major events including Sport Relief, Tour de France, RideLondon and National Paralympic Day that have already been confirmed. Please see pages 9 and 10 for outline events programme.

Event volunteering forms an important part of the wider volunteering strategy for the Park. Core to this strategy are the underlying principles outlined below.



PRINCIPLES AND APPROACH TO VOLUNTEERING

With the huge success of the 2012 Games volunteers comes a big expectation for future volunteering as part of the 2012 legacy. We have strong ambitions for volunteering at Queen Elizabeth Olympic Park and see it as a core part of our community engagement programme and a significant contribution towards achieving our wider regeneration objectives, notably, "Convergence". However, it is important to recognise that we are no longer in 2012 Games mode. As a result our volunteering programme is based around the following key principles:

- 1. Volunteering as a route to increased skills, employability, social networks and community cohesion
- 2. Volunteering not as a replacement for paid roles
- 3. Varied volunteering programme at an appropriate and accessible scale
- 4. Volunteering programme networked with local links and partners
- 5. Volunteering programme that supports a genuine culture of recognition and credit for those that take part

2014 EVENTS PROGRAMME

Following the success of the high profile summer series of concerts and events that marked the opening of the north of Queen Elizabeth Olympic Park in 2013, attention now turns to the ongoing animation of Park spaces and 'full' Park opening in 2014/15.

Events of all scales will play a key part in animating the Park and maximising its profile as a major visitor destination from a local to international level.

The 2013 Park Champions event volunteers programme with ActiveNewham delivered 706 trained volunteers, including 42 Park Champions who completed NVQ level 2 in spectator safety, and 40 volunteers who were subsequently employed by Wilson James security. Building on this experience from the 2013 summer series, there is significant appetite and demand for more event volunteering opportunities throughout 2014. While the scale and nature of the events will differ greatly from the 2013 summer series, many of the volunteering roles will remain extremely valuable to support the event delivery, maximise the visitor experience, strengthen the Park brand and continue to deliver on the 2012 volunteering legacy.

Throughout 2014 it is anticipated there will be 10 large events requiring volunteer support and a range of smaller moments that may also benefit from volunteer presence. In total we expect these events to provide a total of about 500 volunteer opportunities (based on an average of 40 volunteers at each event).

We intend to ask each volunteer to commit to attending at least 2, six-hour shifts and one training session (to maximised investment, retention and experience). Therefore,



based on the maximum attrition rate of 26% from the 2013 programme, we expect to recruit around 350 volunteers for 2014.

We intend the majority of these volunteers to reside in the growth boroughs that surround the Park. We would also expect disabled people (including people with learning disabilities) to be included within our 350 volunteers.

We intend to recruit volunteers through existing networks including the 2013 Park Champions database, local growth borough and other partner networks.

The Park will be a new destination and will have changed dramatically even from the 2013 summer events. Therefore, volunteers will be very important in welcoming, sign posting and providing enthusiasm, energy and wit; enhancing visitor's overall experience of the events. More detailed definition and breakdown of the volunteer roles will be worked up with the successful service provider.

It is intended that some of the volunteer costs will be recharged to event operators, either as a contribution or on a per head cost basis. This will be agreed with the Provider in advance of any conversations with event operators.



OUTLINE EVENTS PROGRAMME

The confirmed 2014 events that are likely to require volunteer support are listed below.

23 March Sport Relief

5 April Park opening (soft launch)

25-27 April FINA Diving

8 June Commonwealth Games Baton day

7 July Tour de France

27 July Anniversary event (during Commonwealth Games)

10 August Ride London

6 September National Paralympic Day

LLDC will work with the Provider to confirm the scale of the volunteering offer in 2014 in line with the draft outline events programme below.

Date	Day	Event	Location	C/P
JANUARY				
03	Fri	London Lions home match	СВА	С
05	Sun	End of school holidays		
09	Thurs	London Lions home match	CBA	С
16	Thurs	London Lions home match	CBA	С
18-19	Sat-Sun	Battle of London (martial arts)	CBA	С
26	Sun	London Lions home match	CBA	С
FEBRUARY	′			
06	Thurs	London Lions home match	CBA	С
7-23	Fri – Sun	Winter Olympics	Sochi	
15-23	Sat-Sun	Half Term		
16	Sun	East London Mini Marathon (250 children, Waltham Forest)	North/CBA	С
23	Sun	LLDC Family Day	AC/CBA/Velo?	P
28	Fri	London Lions home match	CBA	С
MARCH				
01	Sat	Aquatics Centre soft opening (public access)	AC	С
01	Sat	Technopop opens (to 21/04)	TIQ	P?
07-16	Fri -Sun	Winter Paralympics	Sochi	
09	Sun	London Lions home match	CBA	С
14-15	Fri -Sat	Revolution Series	VP	С
20	Thurs	London Lions home match	CBA	С
21	Fri	Sport Relief: Friday Night of TV	AC, VP, CBA	С
23	Sun	Sport Relief: London Mile run	South Park	С
		London Cycle	VP & roads	
		Swimathon	AC	
28	Fri	London Lions home match	CBA	С
APRIL				
04-05	Fri-Sat	Schools Biathlon	AC	С



04	Fri?	VeloPark opening?	VP	P?
05	Sat	South Park opens	SP	С
		ArcelorMittal Orbit/SPH opens	AMO/SPH	
05-21	Sat-Mon	Easter Holidays (GF: 18/4)		
10	Thurs	London Lions home match	СВА	С
13	Sun	London Marathon		
18	Fri	London Lions home match	CBA	С
25-27	Fri -Sun	FINA Diving	AC	С
MAY				
19	Mon	LVH&T Centre opens	LVH&TC	С
24	Sat	Dogs Unite (Guide Dogs for the Blind event)	North Park	Р
24-01/6	Sat-Sun	Half Term		
JUNE				
7 overnight	Sat	Night Rider – 4500 cyclists through London inc QEOP	Waterden Road	Р
8	Sun	Commonwealth Games Baton Family Day/Weekend?	Park?	Р
18	Weds	Penathlon	CBA	С
12/6-13/7	Thurs-Sun	World Cup	Brazil	
22	Sun	Hackney Half Marathon (7k participants)	North Park	Р
		London Youth Games Handball Final	CBA	С
JULY				
7	Mon	Tour de France (inc Fan Fest)	Waterden Rd/Park	Р
7-14	Mon-Sun	Investec Cup Hockey (event_days tbc)	LVH&TC	С
20	Sun	NLA/Newham Run	Park	Р
23	Weds	School Summer Holidays start		
23- 03/8	Weds-Sun	Commonwealth Games	Glasgow	
27	Sun	Anniversary Event (during Commonwealth Games?)	QEOP	P??
28	Mon	WWI Centenary		
AUGUST				
10	Sun	Ride London	North Park	С
23-24	Sat-Sun	Hackney Weekend Event (content tbc)	North Park	Р
30?	Sat	National Paralympic Day/Liberty Festival	QEOP	Р
SEPTEMBE	R			
01	Mon	School Summer Holidays end (tbc)		
TBC	TBC	London Lions season starts	СВА	С
TBC	TBC	International Warrior Games	CBA, AC, VP, N Park?	Р
6?	Sat	National Paralympic Day/Liberty Festival	QEOP	Р
12-16	Fri-Tues	London Fashion Week		
29-05/10	Tues-Sun	Badminton Grand Prix	СВА	С
OCTOBER				
25-02/11	Sat-Sun	Half Term (dates tbc)		
NOVEMBER				
24-30	Mon-Sun	NEC Wheelchair Tennis Championships	LVH&TC	С
DECEMBER				
DECEMBER				



4. SCOPE

LLDC is seeking an organisation, ideally with local knowledge, and with good track record of designing and managing volunteer programmes, to recruit, train and manage volunteers for the 2014 summer programme. This will include events based volunteers and some Park based volunteers. There could be scope to include "Legacy Leaders" ambassador based volunteers within this contract as well. This will be explored with the successful bidder in due course.

The provider is required to:

- Develop all role and person specifications (including team leader roles) from the events and park opening programme.
- Recruit all volunteers using existing databases and networks in the first instance.
- Write and manage a Code of Conduct that we will expect all volunteers to sign up to.
- Co-ordinate and manage all training needs for volunteers. NB: not all of the training will have to be directly provided by the agency – some will be delivered by LLDC / Balfour Beatty Workplace / Security provider etc. so a coordination role will be required from the agency. Manage certificates / awards (or if relevant, qualifications) for volunteers who have successfully completed training and volunteering hours.
- Manage and administer volunteer expenses on behalf of the LLDC and invoice separately for these expenses and provide a separate quarterly expenses report for them.
- Provide the necessary clothing and resources for volunteers (uniforms, equipment, briefings etc). NB Uniforms will be produced by LLDC but need to be stored and distributed to volunteers by the provider
- Liaise with on site Park operations team to establish on-the-day management and welfare provision for volunteers. It is anticipated that there will be a required on site presence from the provider.
- Help inform the 2014 volunteering programme including advice on operational and insurance matters and recommendations for the 2015 volunteering programme onwards.
- The post programme debrief and evaluation should provide a strategy for the ongoing programme.
- Where possible identify current and potential future partnership and investors into the programme.
- Deliver all administration and project management support for the volunteering programme including:
 - All communication with volunteers (before, during and after the events)



- Records and contact database management (NB: All personal information must be recorded in line with data protection rules and will be available to LLDC for future opportunities)
- Reporting and monitoring
- Evaluation

5. PROCUREMENT PROCESS

This procurement process is competitive and is carried out in accordance with the Legacy Corporation's internal Procurement rules and guidance as well as the General EU and Public law principles of Transparency, Equal and Fair Treatment, Non-discrimination and Proportionality. The Legacy Corporation under this competitive public tender process is to select the most economically advantageous tender (MEAT) for its Review and Report requirements on the basis of the Award Criteria set out in Section 7 of this ITT.

All Tenderers need to sign a hard copy of their Acceptance of the Procurement's terms and conditions (see **Appendix A**) and return it to the Legacy Corporation with the remainder of their Tender submission.

All Tenderers need to note that the Legacy Corporation in this instance will be using its *standard contract terms and conditions for consultancy services* (see **Appendix C**) and Tenderers are required to confirm their acceptance of them.

Conflicts of Interest

All Tenderers must provide information on actual or potential conflicts of interest. If the Tender is being submitted by a consortium, joint venture or other joint arrangement, please provide the information requested below for each organisation in the consortium. Please refer to **Appendix E** in this ITT.

Preparation of Tenders

All communications between Tenderers and the Legacy Corporation and all Tenders submitted to the Legacy Corporation must be in writing and in English.

Supply4London e-Tendering Platform

All Tenders must be submitted using Supply4London. Further details and assistance with submitting Tenders via Supply4London can be found within Supply4London, and via the Helpdesk and support provided by Supply4London.



ITT

Tenderers must familiarise themselves with the Legacy Corporation's requirements as set out herein and ensure they understand the nature and extent of the Services

required and the obligations to be performed by them if their Tender is accepted. All Tenders need to review carefully and take notice of the Disclaimers in **Appendix F.**

All information supplied by the Legacy Corporation in connection with the ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Legacy Corporation, except that information may be disclosed so far as is necessary for the purpose of obtaining advice, insurance, guarantees, bonds and/or quotations necessary for the preparation and submission of Tenders.

The ITT has been prepared and issued to the Tenderers for their sole use and for the purpose of assisting them to submit a Tender in accordance with the instructions set out in the ITT (as may be supplemented from time to time by the Legacy Corporation). All supplementary information will be notified to Tenderers through Supply4London.

Should any additions or deletions to the ITT be considered necessary by the Legacy Corporation prior to the Deadline for Submission of Tender, any such additions and/or deletions will be published on Supply4London and from the date of publication will be deemed to be part of the ITT.

Deadline for Submission of Tenders

Tenders must be submitted as detailed in the Procurement Timetable below **by 17.00** hours on **9/1/2014**. Any Tender submissions received after this <u>may</u> not be considered by the Legacy Corporation.

Post Tender Clarifications

Tenderers may be required to attend a clarification meeting where (i) there is some uncertainty about the information contained within their Tender(s), or (ii) there is need to clarify the Tenderer's response to specific issues which were not clearly addressed in their Tender, or (iii) to provide explanations and clarification for their relevant experience and methodology.

The Legacy Corporation will notify Tenderers of the time, date, maximum duration, and the issue(s) upon which Tenderers will be invited to comment during that clarification session. It is the responsibility of Tenderers to ensure the relevant



members of their team are available to attend at the date and time notified by the Legacy Corporation.

Procurement Timetable

The proposed timetable for the Procurement is set out below. The Legacy Corporation reserves the right to make changes to the timetable as and when necessary.

Key Milestone	Date
Publication of contract notice and issue of tender documents	17 Dec 2013
Deadline for Submission of Clarifications: 17:00 hrs on	07 January 2014 12.00pm
Date by which the LLDC will respond to all clarifications received prior to the Clarifications Deadline	07 January 2014 17.30pm
Deadline for Submission of Tenders: 17:00 hrs on	09 January 2014
Clarification Meetings (if required)	13 January 2014
Notification of successful and unsuccessful Tenderers (estimated)	14 January 2014
Contract signing and Commencement (estimated)	20 January 2014



Rejection of Tenders

Any Tender in respect of which the Tenderer (including any members of a consortium):

- has directly or indirectly canvassed an official of the Legacy Corporation or obtained information from any other person who has been engaged to provide the services and/or goods to the Legacy Corporation in relation to the Project or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender submitted by any other Tenderer in relation to this procurement process; or
- fixes or adjusts any Price in the Tender by or in accordance with any agreement or arrangement with any other Tenderer; or
- communicates to any person other than the Legacy Corporation the amount or approximate amount of the Price, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Contract; or
- enters into any agreement with any other person to prevent such other person from submitting a Tender or limiting or restricting the Price to be submitted by another Tenderer or prospective Tenderer in its Tender; or
- offers or agrees to pay any person having a direct connection with this Project or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
- commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;

shall be rejected by the Legacy Corporation without consideration provided always that such rejection shall be without prejudice to any other civil and criminal remedies available to the Legacy Corporation.

The Legacy Corporation may at its absolute discretion refrain from considering a Tender if it is not in accordance with the terms of the ITT (i.e. non-compliant tender).

The Legacy Corporation shall not be bound to accept any Tender.



Period of Validity

Tenders must remain open for acceptance by the Legacy Corporation for the minimum period of 90 (ninety) Working Days commencing from the Deadline for the Submission of a Tender.

Consideration of Variant Tenders

Variant tenders will not be considered.



6. SUBMISSION REQUIREMENTS AND EVALUATION

Tenderers will be assessed in two stages as set out below.

Stage 1 - Compliance with minimum requirements

Tenders will be checked to ensure compliance with minimum requirements. The assessment of the minimum requirements will be carried out on a Pass/Fail basis. Tenderers whose submissions do not satisfy our minimum requirements as per this ITT (i.e. fail one or more of the minimum requirements set out below) will be excluded from the Procurement and their Tender will not be assessed further.

The minimum requirements are:

- ✓ Tenders arrive on or before the deadline for Tender receipt
- ✓ Tenders are complete i.e. include all the requested information (see Appendix
 G Tender Submission Checklist for assistance)
- ✓ Tenderers confirm acceptance of Procurement Conditions. (Appendix A Acceptance of Procurement Conditions)
- ✓ Tenderers confirm absence of Grounds for Exclusion do not apply (Appendix
 B Grounds for Exclusion)
- ✓ Tenderers confirm acceptance of Contract terms and Conditions. (Appendix C
 Acceptance of Contract terms and conditions)
- ✓ Tenderers provide their commercial offer Appendix D
- ✓ Tenderers confirm absence of any actual or potential Conflicts of Interest (Appendix E - Conflicts of Interest statement)
- ✓ Tenderers confirm they satisfy the Legacy Corporation's Insurance requirements as set out in the Table below:

	THE INSURANCE TABLE				
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Insurance provided by:		
A.	Liability of the <i>Contractor</i> for claims made against him arising out of his failure to use the skill, care and diligence required by the Contract (Professional Indemnity)	£5m for each and every claim	Service Provider		



	THE INSURANCE TABLE				
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Insurance provided by:		
B.	Liability for death or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this Contract (Employer's Liability insurance)	A minimum of £5m for each and every claim	Service Provider		
C.	Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this Contract	£10m for each and every claim	Service Provider		
	(Public Liability)				

Stage 2 – Assessment of Tenders in accordance with the Award Criteria

Only Tenders satisfying the minimum requirements listed in Stage 1 will be assessed in Stage 2.

Tenders will be evaluated on the basis of the MEAT criteria set out below.

	Award Criteria	Sub-criteria	Weightings
			(%)
1	Commercial	Fixed price	30
2		Organisation Track Record	20
	Quality of Services		
		Team experience	20
		Methodology/Approach to delivery	30
	Total		100



(a) Commercial submission – Fee(s) Proposal (30%)

The Legacy Corporation will evaluate the commercial submissions received using the following formula:

Lowest fixed fee proposal will be awarded 30% of the total available marks on the basis of the formula below.

Lowest fixed fee

Tenderer's fixed fee X 100 = score of individual Tenderer

- Tenderers must explain how they propose to resource the assignment and provide a break-down of the overall fee proposal that is linked to the resources required to meet the programme. This fee proposal must be broken down in a format that shows the fee schedules for each member of the proposed team identifying daily rate (see Appendix D Commercial Submission).
- The number of hours required for each resource in meeting these milestones (See appendix D)

(b) Quality of Services submission (70%)

OrganisationTrack Record

Your history of delivering the relevant service, how long you have delivered this service for and how the service has been developed.

Please also give three examples of significant projects, within the last 3 years. These examples must include the following information

- Details of name of project/deal, location, client, scale of project;
- Details of your involvement and role
- The timescale that such project/ took to finalise;
- Outline of tasks undertaken
- The outcomes of the commission and its relevance to the service;

Maximum of 1 A4 pages for each example

Team Experience



- Propose a team with appropriate expertise to deliver the services set out in this ITT Please include short CV for each proposed team member (using a maximum of two A4 page for each).
- Provide information on their team structure and their experience in the relevant areas

Methodology/Approach to Delivery

- Detail how you will:
 - ✓ Promote and recruit volunteers;
 - ✓ Train and Prepare volunteers;
 - ✓ Communicate and Manage volunteers;
 - ✓ Celebrate and thank volunteers;
 - ✓ Offer support for volunteers (where appropriate) to access routes into work or career pathways, these may involve providing references and appropriate signposting

Please also include:

- A project plan which should include an overview of how you would approach the scope set out in this ITT, summarising your overall methodology, key tasks, priorities and interfaces;
- The project risks and issues associated with the delivery of an events application as set out in this ITT and the strategy for addressing these;
- How you will work with and coordinate with other members of the project team;
- Details of the way in which you propose to manage performance monitoring including cost management. Explain what measures you will put in place to ensure that services are delivered to high quality standards through the life of the contract especially during 'busy periods.
- A programme for the service to be provided which includes:
 - ✓ The key milestones identified to meet this programme;
 - ✓ The resources required to meet each milestone;
 - ✓ The number of hours required for each resource in meeting this milestone.



The Quality of Services responses will be scored in line with the following table:

Score	Outline Guidance to Evaluators	
0	Extremely poor response. The element of the bid fails to address the Legacy Corporation's requirement; numerous proposals and/or commitments are unjustified/unsupported commercially and operationally; or the level of risk borne by the Legacy Corporation explicitly or implicitly is unacceptable; or failure to demonstrate an acceptable approach to technical delivery.	
1 – 20	Poor response: there is lack of content/explanation in addressing the Legacy Corporation's requirements; some proposals are unjustified/unsupported or lack significant content/explanations; or a significant proportion of proposals are unacceptable from a risk perspective; or a degree of failure to demonstrate an acceptable approach to technical delivery.	
21 - 40	A below the expectations response. The Legacy Corporation's requirements are addressed but proposals lack significant content/explanation; some proposals are unacceptable from a risk perspective; or some proposals lack an acceptable approach to technical delivery	
A satisfactory response that meets expectations. The Legacy Corporat requirements are addressed; all proposals have a reasonable level content/justification and explanation and a small proportion of proposals unacceptable from a risk perspective; a small proportion of the proplacks an acceptable approach to technical delivery		
61 - 80	A good response. The Legacy Corporation's requirements are addressed; proposals have a good level of content/justification and explanation; and proposals are acceptable from a risk perspective; either operational or commercial underpinning is present for all key commitments; good/sound approach to technical delivery.	
81 -100	A very good response: the Legacy Corporation's requirements are addressed and the Tenderer's proposals include sound, innovative suggestions; and proposals are detailed in content, justification and explanation; and proposals are acceptable from a risk perspective and are all underpinned operationally and commercially; and a very good/sound approach to technical delivery.	

Please note that it is important to comply with the relevant size limits fixed for the various responses. Exceeding the limits may result in the down-marking of your responses.



7. LIST OF APPENDICES

APPENDIX A: ACCEPTANCE OF PROCUREMENT CONDITIONS

APPENDIX B: GROUNDS FOR EXCLUSION

APPENDIX C: ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

APPENDIX D: COMMERCIAL SUBMISSION

APPENDIX E: CONFLICTS OF INTEREST - STATEMENT

APPENDIX F: DISCLAIMERS

APPENDIX G: TENDER SUBMISSION CHECKLIST



APPENDIX A: ACCEPTANCE OF PROCUREMENT CONDITIONS

CONFIRMATION OF ACCEPTANCE OF TENDERING CONDITIONS

FROM: [INSERT NAME, ADDRESS AND CONTACT DETAILS OF TENDERER] ("Tenderer")

TO: London Legacy Development Corporation

DATE: [INSERT]

Dear Sirs,

Re: Management of London Legacy Development Corporation's Volunteering Programme for 2014 Park Events

Pursuant to an invitation to tender by the Legacy Corporation to the Tenderer on 17/12/2013 ("ITT"), we the undersigned undertake that we have read the terms of the ITT and agree to be bound by such terms and have submitted a Tender in accordance with the terms of the ITT.

Where capitalised terms are used in this undertaking they shall have the same meaning as given to such terms in the ITT unless otherwise expressly stated to the contrary in this undertaking. A reference to a person includes firms, partnerships, statutory and non statutory entities and corporations and their successors and permitted assignees or transferees.

We the undersigned undertake as follows;

- 1. that we have not included any condition qualifying our Tender in any unauthorised manner or altered any aspect of the ITT in any way; and
- 2. to confirm that our Tender shall remain open for acceptance by the Legacy Corporation for a period of 90 Working Days from the date of this undertaking and we shall not withdraw this Tender during this period. and
- to execute the Contract in the form specified at Appendix C of the ITT. Unless and until a formal agreement is prepared and executed, we confirm that our Tender together with your acceptance thereof in writing shall constitute a binding contract between us; and



- 4. we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Pricing by or under or in accordance with any agreement or arrangement with any other Tenderer.
- 5. we have not and we undertake that we will not do at any time before the hour and date specified for the return of the Tender in the ITT any of the following acts:
 - communicate to a person other than an appropriate member of the Legacy Corporation our pricing information to be included in our Tender, except where the disclosure, in confidence, of such pricing information (or any component thereof) is necessary to obtain information/advice required for the preparation of the Tender; or
 - enter into any agreement or arrangement with (i) any other person resulting (whether directly or indirectly) in that person refraining from submitting a Tender or (ii) another Tenderer concerning any rates/fees submitted or to be submitted by that Tenderer in any Tender; or
 - offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services/Goods any act or thing of the sort described above.
- 6. to confirm that we have not colluded, and will not collude, with any other potential or actual Tenderer in relation to the ITT in any way; and
- 7. having made relevant and comprehensive enquiries of our organisation and all the organisations referred to in our Tender and our professional advisers, at the date of this undertaking we are aware of no Conflicts of Interest (whether professional or commercial) nor, to the best of our knowledge, is there likely to be any Conflict of Interest, should the Tenderer and the organisations referred to in our Tender be appointed as a Services provider; and
- 8. as soon as we become aware or ought to have become aware of any actual or potential Conflict of Interest which may impact on the Tenderer's ability to perform the Services, we shall notify the Legacy Corporation in writing; and
- 9. We have not and will not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Service Provider with the Olympic Movement and its goods, services and



activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate), unless such action is expressly approved in writing prior to such action taking place by the Legacy Corporation.

We accept and agree that the Legacy Corporation will only consider our Tender on the basis of the above undertakings and we acknowledge that that the Legacy Corporation will rely on the above undertakings. We the undersigned confirm that the above undertakings are true and accurate and reflect our honestly held beliefs at the date of this undertaking and if circumstances change such that the undertakings set out above can no longer be honoured by the Tenderer, we will immediately notify the Legacy Corporation.

Signedof the Tenderer	on behalf
(Director/Company Secretary)	
Date	
Name (print) Position	
Signedof the Tenderer	on behalf
(Director/Company Secretary)	
Date	
Name (print)	Position



APPENDIX B: GROUNDS FOR EXCLUSION

Please confirm (via Supply4London) that your position against the circumstances set out in the Table below.

	Yes / No
	(If yes provide details)
Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that	` '
conspiracy relates to participation in a criminal	
organisation as defined in Article 2(1) of	
Council Joint Action 98/733/JHA (as	
amended);	
Corruption within the meaning of section 1 of	Yes / No
the Public Bodies Corrupt Practices Act 1889	
or section 1 of the Prevention of Corruption	
Act 1906 (as amended);	
Bribery;	Yes / No
Fraud, where the offence relates to fraud	Yes / No
affecting the financial interests of the	
European Communities as defined by Article 1	
of the Convention relating to the protection of	
the financial interests of the European Union,	
within the meaning of:	
the offence of cheating the Revenue;	
the offence of conspiracy to defraud;	
fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
fraudulent trading within the meaning of	
section 458 of the Companies Act 1985;	
defrauding the Customs within the meaning of	
the Customs and Excise Management Act	
1979 and the Value Added Tax Act 1994;	
an offence in connection with taxation in the	
European Community within the meaning of	
section 71 of the Criminal Justice Act 1993; or	
destroying, defacing or concealing of	
documents or procuring the extension of a	
valuable security within the meaning of section	
20 of the Theft Act 1968;	
Money laundering within the meaning of the	Yes / No
Money Laundering Regulations 2003;	
Any other offence within the meaning of Article	Yes / No
45(1) of the Public Sector Directive.	

Insolvency information:



a) Individual/Partnerships

With regard to the business and each individual as a partner in the business:

	Yes / No
	(If yes provide details)
Has a bankruptcy order been made or is	Yes/ No
being applied for;	
Is a court administering the business	Yes/ No
affairs or being requested to do so;	
Has any composition or arrangement	Yes/ No
been entered into for the benefit of	
creditors or been requested;	
Have business activities been suspended	Yes/ No
or discontinued;	
Has any similar situation to the above	Yes/ No
arisen or is arising under any national	
laws of a member state.	

b) Companies or similar trading entities (e.g. Limited Liability Partnership)

	Yes / No
	(If yes provide details)
Has the company passed a resolution or	Yes/ No
is it the subject of a court order for the	
company's winding up, or the affairs of	
the business are subject to winding up	
proceedings;	
Has a receiver, manager or administrator	Yes/ No
on behalf of a creditor been appointed in	
respect of the company's business or	
any part thereof;	
Have business activities been suspended	Yes/ No
or discontinued;	
Has any analogous situation to the above	Yes/ No
arisen or is arising under any national	
laws of any EU member state; and	
Have you have been convicted of a	Yes/ No
criminal offence relating to the conduct of	
your business or profession?	



Business and professional conduct information

	Yes / No (If yes provide details)
Have you committed an act of grave misconduct in the course of your	Yes/ No
business or profession?	

Social security and taxation information

Have any obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant member state not been fulfilled;	Yes / No (If yes provide details) Yes/ No
Have any obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant member state not been fulfilled?	Yes/ No

<u>Misrepresentations</u>

	Yes / No (If yes provide details)
Have any serious misrepresentations have been made in supplying information on any of the matters covered by or in this ITT or to other contracting authorities?	Yes/ No



APPENDIX C: CONTRACT TERMS AND CONDITIONS

Please review the contract terms and conditions And confirm agreement to be bound by them. See relevant tender box of Supply4London.



APPENDIX D: COMMERCIAL SUBMISSION

Please complete and return this the pricing pro-forma below as part of your Tender. Please provide details of hourly rates/day rates together with details and volume discounts and rebates you offer. You may wish to provide any supplementary information and any explanatory text for your rates in a separate document as part of your submission.

Notes

- 1. All prices and rates shall be exclusive of VAT.
- 2. Hourly rates shall be inclusive of all day to day expenses.
- 3. Travelling time will not be payable, nor will any travel costs.
- 4. The LLDC shall have no liability in respect of any costs over and above the agreed Fees.
- 5. Day Rates: a working day is 8 hours

Please	provide	a fixed	price	(lump	sum)
--------	---------	---------	-------	-------	------

Fixed fee:		

Rates:

Team Member	Daily rate	Hourly rate	Days/hours on this assignment



APPENDIX E: CONFLICTS OF INTEREST

Please confirm your position against the two questions below.

- Please give details of any relatives of any relevant person(s) associated with the Tenderer who are in a senior position within the Legacy Corporation and confirm that there are no conflicts of interest in that respect. If any conflict of interest is identified please confirm what steps you would be able to take to satisfy the Legacy Corporation that the conflict can be resolved. If none, please state "None" (using a maximum of half (½) of A4 page).
- Tenderers must consider, based on their knowledge of all the circumstances and reasonable enquiries, whether their tender or, if successful, their selection, might give rise to a conflict of interest affecting the Legacy Corporation (including their reputation) or performance of the contract. If any conflict of interest is identified please confirm what steps you would be able to take to satisfy the Legacy Corporation that the conflict can be resolved. If none, please state "None" (using a maximum of half (½) of A4 page).

Please upload your statements on Supply4London as part of your Tender submission.



APPENDIX F: DISCLAIMERS

Any disclaimers or limitations in the ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Legacy Corporation, its advisers and/or representatives, and shall continue to apply to and be enforceable by the Legacy Corporation.

The information in the ITT is intended for information only. The ITT does not purport to be comprehensive, all-inclusive or to contain all of the information that a Tenderer may require to complete their Tender. Words such as "anticipate", "expects", "projects", "intends", "plans", "believes", "will", and terms with similar meaning, indicate the present expectation held by the Legacy Corporation of future requirements, which are subject to a number of factors and uncertainties that could cause the Legacy Corporation's requirements to differ from those described in the ITT. If the Legacy Corporation's requirements change at any time during the Procurement, Tenderers will be notified as soon as is reasonably practicable.

Any Tenderer considering responding to the ITT shall conduct their own due diligence and shall seek their own professional, financial, legal and other advice as appropriate. Neither the ITT, nor any of the Information (as defined below), shall be regarded as an investment recommendation made by the Legacy Corporation or by any of its advisers or representatives acting on behalf of the Legacy Corporation.

Neither the Legacy Corporation, nor any of its advisers or representatives acting on its behalf:

- accept any liability for the information, any statement, opinion and/or conclusion contained in the ITT (including all supporting documentation) or for any written, oral or other communication transmitted or otherwise made available to any Tenderer in connection with the Procurement ("Information");
- give any representation or warranty, express or implied, in relation to any of the Information and/or concerning the fairness, accuracy, adequacy or completeness of any of the Information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the Information, and / or the management of, or conduct of, the Legacy Corporation during the Procurement.

The Legacy Corporation reserves the right to:

- waive any requirements of the Procurement contained within the ITT;
- request additional information or clarification from Tenderers in relation to any aspect of their response to the ITT;



- disqualify any Tenderer that (i) does not meet the minimum requirements set out in the ITQ or (ii) submits a response to the ITT which is not in accordance with the Legacy Corporation's instructions as set out in the ITT and any such instructions as may be supplemented by the Legacy Corporation from time to time;
- withdraw the ITT, or any part of or the whole of this procurement process at any time or to re-invite responses on the same or any alternative basis;
- not to enter into any contract for its requirements under the Procurement, or enter into a contract only for a part of its requirements under this Procurement process; or
- make whatever changes it sees fit to the timetable, structure and/or content of the procurement process.

The Legacy Corporation reserves the right to reject or disqualify a Tenderer where:

- the response to the ITT is submitted late, is completed incorrectly, is incomplete or ostensibly fails to meet the Legacy Corporation's requirements which have been notified to Tenderers;
- the Tenderer is unable to satisfy the terms of Part 4 of the PCR (Regulations 23-29) at any stage during the Procurement;
- the Tenderer is guilty of serious misrepresentation or fraud in relation to any response made by the Tenderer, and/or any aspect of this procurement process;
- there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Legacy Corporation and the Tenderer, any sub-contractor of the Tenderer or any of their respective professional advisers.

All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement exercise at all stages of the procurement process. Under no circumstances will the Legacy Corporation, or any of its advisers or representatives acting on its behalf, be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with the Procurement.

The Legacy Corporation is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to



time. The Legacy Corporation may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to the ITT.

The submission of a response by a Tenderer to the ITTQ will be deemed to imply acceptance by the Tenderer of the terms and conditions (including the disclaimers) in the ITT without qualification.



APPENDIX G: TENDER SUBMISSION CHECK LIST

IMPORTANT NOTE

Tenderers must submit their Tenders via Supply4London by the Tender deadline.

Supply4London will not accept tenders submitted after the deadline even if Tenderers have started uploading their proposals before the deadline. For this reason, Tenderers are advised to make sure they understand what is required and how the system works in good time. Also please give yourself enough time to answer the questionnaire in Supply4London and to upload your proposal.

Note that the following documents will need to be uploaded as separate files in Supply4London. Please, take this into account when preparing your tender submission:

Check list of submission for completeness

Make sure that that your Tender includes the following:

- Appendix A Confirmation of acceptance of Procurement Conditions
- **Appendix B** Confirmation of absence of Grounds For Exclusion
- Appendix C- Confirmation of acceptance of Contract Terms and Conditions
- **Appendix D** Commercial submission
- Appendix E Confirmation of absence of Conflicts of interest
- **Section 6** Confirmation that if successful you would take out appropriate policies to meet the Legacy Corporation's insurance requirements
- **Section 6** Submission Requirements including Quality of Services

All Tenderers need to read the Disclaimer in **Appendix F** carefully before they submit their Tenders