

**SKILLS SUPPORT FOR THE WORKFORCE**

**Greater Birmingham & Solihull – Digital Skills**

**EXPRESSION OF INTEREST APPLICATION**

SSW Reference 06-GBSDigital092020-SSW3

Completing this Application registers your interest in becoming a Supply Chain Partner for Serco Employment, Skills and Enterprise on our Skills Support for the Workforce (SSW) Greater Birmingham & Solihull SSW/R opportunity.

This opportunity is for supply chain delivery in the Greater Birmingham & Solihull LEP area only, delivering digital skills courses such as; digital marketing, cyber security, online platforms, social media, converting marketing to sales to help their businesses grow with emphasis on level 3 and above where possible.

There is approx. £200k available for one or two delivery organisations with approx. 300 ST01 (learner starts) in total. Growth may be available subject to evidence of demand.

You are required to complete the information in this form as well as the Excel EoI form provided.

Note that your application will not be considered should:

* any sections in this and the excel form be left blank
* you not adequately meet the specifics in terms of the type of training/training to specific sector we require to be delivered
* you are applying for any LEP area other than the one stated above

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| --- | --- |
| **Your Details** | |
| Name |  |
| Contact Number |  |
| E-mail |  |

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| --- | --- |
| Business Name |  |
| Contact Address (including Postcode): |  |

Please ensure that Annex A on the following pages has been fully completed. Otherwise this Application will not be processed.

**ANNEX A – BUSINESS PROBITY**

This is a Pass/Fail section and questions must be answered ‘**Yes**’ or ‘**No**’. Should a question be answered ‘Yes’ in A1, then the organisation will be excluded from this Application Process.

**A1 – Has the applicant organisation (your organisation) or any directors or partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences** (To ensure the integrity of the process, the wording is direct from Article 57, of the Public Contracts Regulations 2015)**:**

| **Criteria** | **Answer (Yes or No)** |
| --- | --- |
| A1 (a) conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Joint Action 98/733/JHA on the fight against organised crime |  |
| A1 (b) corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906 |  |
| A1 (c) the common law offence of bribery |  |
| A1 (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983 |  |
| A1 (e) where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Communities:  i) the common law offence of cheating the Revenue;  ii) the common law offence of conspiracy to defraud;  iii) fraud or theft within the meaning of the Theft Act 1968 the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;  iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;  v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;  vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;  vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;  viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;  ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |
| A1 (f) any offence listed:  i) in section 41 of the Counter Terrorism Act 2008;  ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection |  |
| A1 (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f) |  |
| A1 (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002 |  |
| A1 (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 |  |
| A1 (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc) Act 2004 |  |
| A1 (k) an offence under section 59A of the Sexual Offences Act 2003 |  |
| A1 (l) an offence under section 71 of the Coroners and Justice Act 2009 |  |
| A1 (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 |  |
| A1 (n) any other offence within the meaning of Article 57(1) of the Public Directive:  i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or  ii) created, after the day on which these Regulations were made, in the law of England and Wales and Northern Ireland |  |

**A2 – Non-payment of taxes. Are any of the following true of your organisation.**

If you have answered Yes to either question in A2, please use the additional box under A2(b) to provide further details and please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines**:**

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| --- | --- |
| **Criteria** | **Answer (Yes or No)** |
| A2 (a) is in breach of its obligations relating to the payment of taxes or social security contributions |  |
| A2 (b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom |  |

Provide Further Information (if applicable):

**A3 – Grounds for Discretionary Exclusion. Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation** (wording taken from ‘Gov.uk’).

If you have answered ‘Yes’ to any question under A3 then you may be excluded or be asked to provide further details.

| **Criteria** | **Answer (Yes or No)** |
| --- | --- |
| A3 (a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulation 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environment, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time |  |
| A3 (b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State |  |
| A3 (c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable |  |
| A3 (d) your organisation has entered into agreements with other economic operators aimed at distorting competition |  |
| A3 (e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulation 2015 that cannot be effectively remedied by other, less intrusive, measures |  |
| A3 (f) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions |  |
| A3 (g) your organisation   1. Has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 2. Has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulation 2015 |  |
| A3 (h) your organisation has undertaken to   1. Unduly influence the decision-making process of Serco Regional Services Ltd, or 2. Obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure |  |
| A3 (i) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award |  |

Provide Further Information (if applicable):

**Declaration**

I/We confirm that all the information provided in this application is complete, true and correct and I am authorised by relevant persons within this organisation to provide this information.

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Signed for and on behalf of the applicant organisation:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX B – INSTRUCTIONS FOR COMPLETION AND GENERAL NOTES**

The purpose of this application is to enable Serco to contract with a suitable training provider that meets the training need within the stated LEP and matches the specified training requirement.

The deadline for applications is Friday 2nd October; notification of whether applicants have been successful will be on 9th October, although Serco reserves the right to alter these dates at its discretion. Submission of clarification questions to [sally.durbin@serco.com](mailto:sally.durbin@serco.com) is open until 30th September at 5pm.

B.1 The completed Application Form to be emailed to [sally.durbin@serco.com](mailto:sally.durbin@serco.com) with Subject Heading shown as ’06-GBSDigital092020- SSW3’

B.2 Failure to fully complete the Application or sending of any applicable documentation to answer any question (other than the requested enclosures) may preclude consideration of the Application, though Serco reserves the right, at its discretion, to request further relevant information in writing from any Applicant organisation by way of clarification.

B.3 Please note that whenever used in this Application and unless otherwise instructed, the term ‘organisation’ refers to a sole proprietor, partnership, incorporated company, cooperative or consortium as appropriate.

B.4 Where the Applicant organisation comprises two or more parties it may, if selected, be required by Serco to form a corporate vehicle prior to concluding any contractual arrangement.

B.5 Responses must be in the English language or with a full English translation provided at the sole cost of the candidate. Please complete the application using the text boxes provided (which can be expanded).

B.6 Please do not include general marketing or promotional material, either as answers to any of the questions, or for any other reason, unless requested. It will not be used in the evaluation.

B.7 In all circumstances the organisation’s participation in the Application Process is at its sole cost and Serco reserves the right at its discretion and at any time to disqualify any organisation or discontinue this Preferred Supplier Selection process.

B.8 The information disclosed in this Application will be used in an evaluation process and will be treated in the strictest confidence. Any invitation to deliver the activity based on the responses to the Application does not imply any guarantee by Serco as to the applicant’s financial standing or technical ability to carry out the activity.

B.9 If you have any queries in relation to the completion of the Application, or selection process, please email the query to the email address shown in B.1 with Subject Heading ’06-GBSDigital092020- SSW3 Question’.

B.10 Any complaints regarding the Application Process should be made in writing and directed as follows:

To: Jo Wood

Email: [joanne.wood@serco.com](mailto:joanne.wood@serco.com)

B.11 The information provided is intended as an explanation of Serco requirements and is not intended to form the basis of an Applicant’s decision on whether to enter into any contractual relationship with Serco.

B.12 Applicants must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their application. Information supplied by Serco or any information contained in Serco’s publications is supplied only for general guidance in the preparation of the application. Applicants must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by Serco for any loss or damage of whatever kind and howsoever caused arising from the use by the Applicant of such information. Applicants shall be responsible for their own costs and expenses in connection with or arising out of their response to this application.

B.13 Applicants considering responding with a view to entering into a contractual relationship should make their own enquiries and investigations of Serco requirements as they consider appropriate.

B.14 None of Serco’s employees, representatives, agents or advisers (together the “**Issuers**”) makes any representation or warranty, express or implied, as to the accuracy, adequacy or completeness of the information provided.

B.15 The supply of the information provided to Applicants does not constitute an obligation to give further information or to update the information provided or to correct any information that is incomplete or inaccurate.

B.16 The information provided is not, nor is it to be taken as, the giving of investment advice by Serco nor is it an invitation or inducement to engage in investment activity.

B.17 Serco shall not be liable for any loss or damage arising as a result of reliance on the information provided. The subject matter of this application shall only have any contractual effect when it is covered and contained in the express terms of an executed agreement.

B.18 Serco shall not incur any liability whatsoever or be liable for any expenses incurred by the Applicant at any time. Any and all liability in relation to this application is hereby expressly disclaimed and excluded to the maximum extent permissible by law. The exclusions of liability contained in this paragraph do not exclude liability for death or personal injury caused by Serco’s negligence and/or to fraud or fraudulent misrepresentation.

B.19 The issue of this document does not commit Serco to award any Agreement pursuant to the application process nor does it constitute an offer to enter into a contractual relationship.

B.20 Serco may seek independent financial and market advice to validate information declared or to assist in the evaluation.

B.21 The issue of this Application does not commit Serco to award any contract pursuant to the preferred supplier selection process or enter into a contractual relationship with any supplier for the service. Nothing in this Application or in any other communications made between Serco or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Serco and any other party (save for a formal award of contract made in writing by or on behalf of Serco).

B.22 Cancellation of the Application process (at any-time) under any circumstances will not render Serco liable for any costs or expenses incurred by the Tenderer during the Application process.

**ANNEX C – STANDARD CONDITIONS OF CONTRACT**

The successful applicant(s) will be required to enter into a contract with Serco. The successful applicant(s) will also be required to sign up to the Serco [Supplier Code of Conduct](https://www.serco.com/media/2161/serco-supplier-code-of-conduct-3.pdf?1512990200).