

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI)**

**Subject: Healthy Ageing Challenge Community of Practice**

**Sourcing Reference Number: CS19261**

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# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## **Privacy Statement**

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.ukpbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### Innovate UK

Innovate UK works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy. They drive growth by working with companies to de-risk, enable and support innovation.

<https://www.gov.uk/government/organisations/innovate-uk>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation, Polaris House, North Star Avenue, Swindon, SN2 1FL
3.2.	Buyer	Natasha Peets
3.3.	Buyer contact details	<a href="mailto:professionalservices@uksbs.co.uk">professionalservices@uksbs.co.uk</a>
3.4.	Maximum value of the Opportunity	<p>The total maximum contract value including all optional extensions shall not exceed £1,400,000.00 excluding VAT as per the breakdown below:</p> <p>Estimated Initial 2-year period: Phase 1 – £400,000.00 excluding VAT Phase 2 – £400,000.00 excluding VAT</p> <p>Estimated Optional 2-year extension: Phase 3 – £300,000.00 excluding VAT Wider Extended Communities of Practice - £300,000.00 excluding VAT</p> <p>Please be advised that optional extensions are not guaranteed. Please also be advised that total values expressed above are maximum values that shall not be exceeded.</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Friday 15 <sup>th</sup> November 2019
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday 20 <sup>th</sup> November 2019
3.8.	Bidder conference (if relevant)	Not Applicable
3.9.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Friday 13 <sup>th</sup> December 2019
3.10.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta	Tuesday 17 <sup>th</sup> December 2019

	eSourcing Portal	
3.11.	Closing date and time for Bidder to request RFP documents	Tuesday 24 <sup>th</sup> December 2019 11:00
3.12.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Tuesday 24 <sup>th</sup> December 2019 11:00
3.13.	Clarifications and / or site visits (if required)	Not Applicable
3.14.	Notification of proposed Contract award to unsuccessful bidders	Friday 17 <sup>th</sup> January 2020
3.15.	Anticipated Contract Award Date	Tuesday 28 <sup>th</sup> January 2020
3.16.	Commencement of Contract	Monday 03 <sup>rd</sup> February 2020
3.17.	Completion of Contract	Wednesday 02 <sup>nd</sup> February 2022 (With the option to extend for a further 2 years)
3.18.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

UKRI is seeking to secure a partner to establish and deliver a Community of Practice (CoP) which supports the Healthy Ageing Challenge participants through an environment of peer support and active learning.

The Healthy Ageing Challenge is a £98M investment to enable businesses, including social enterprises, to develop and deliver products, services and business models that will be adopted at scale which support people as they age. This will allow people to remain active, productive, independent and socially connected across generations for as long as possible.

The CoP will be responsible for sharing learnings between challenge participant organisations, identifying and overcoming common barriers, enabling collaboration between organisations and supporting the challenge in scaling and spreading ideas and good practice from the challenge to a wider interested audience.

Full details of the requirements for the Community of Practice are set out in section 1.2 below. Section 1.1 provides contextual information on the *Healthy Ageing Challenge* to explain the wider Challenge activities across which the Community of Practice will operate.

### **1.1 Background to the Requirement**

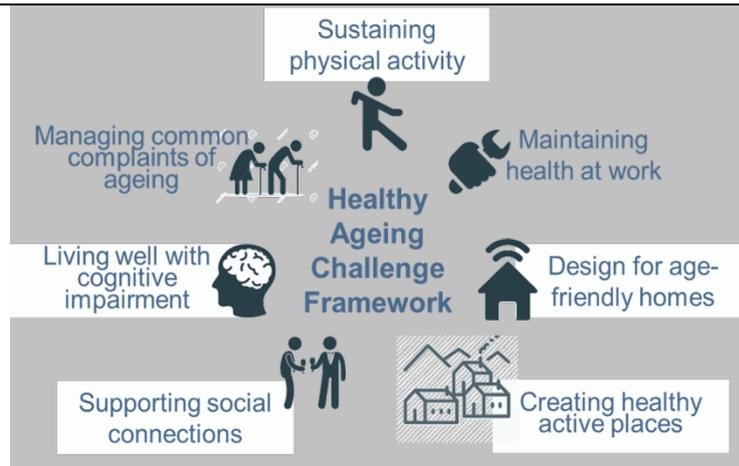
#### ***Healthy Ageing Challenge overview***

We are living longer than ever before, and the age profile of our society is changing rapidly. The number of people aged 65 and over will increase by more than 40% within 20 years, and the number of households where the oldest person is 85 and older is increasing faster than any other age group.

Ageing populations are too often viewed through the lens of rising demand on health, care and welfare services. Instead, there is an opportunity to rethink later life by focussing on how we can improve quality of life to match the longer length of our lives. This is an opportunity for businesses and researchers who can help people to stay active and productive as they age.

In recognition of the need to refocus how we look at ageing, the Government has established the *Ageing Society Grand Challenge* with the mission to ensure that people can enjoy at least five extra healthy, independent years of life by 2035, whilst narrowing the gap between the experience of the richest and poorest.

The *Healthy Ageing Challenge* was set up to support delivery of the *Ageing Society Grand Challenge*. It encompasses a broad scope which offers opportunities for a wide range of industries and established sectors. The *Healthy Ageing Challenge Framework*<sup>1</sup> developed by the Centre for Ageing Better, has identified seven broad themes which offer the greatest opportunities to tackle market failures and stimulate innovation:



**Figure 1: The Healthy Ageing Challenge Framework**

The challenge will pursue improvements across these seven broad themes by delivering a portfolio of initiatives to impact across this diverse landscape:

- **A trailblazer competition** involving a number of larger ‘service integration’ collaborations that will take to scale innovative propositions which support people as they age. In particular, addressing gaps in the market for aspirational and affordable services and products.
- **Investment Partnerships** with private finance to catalyse private investment in business-led Research and Development, to grow and take to market innovations for healthy ageing that have clear potential to be adopted at scale.
- A programme of **social, behavioural and design research** that further develops the research base to inform innovators and influence market behaviours, such as informing the design of new community developments.
- **Developing a pipeline of innovations** by providing early stage financial support to academic researchers and SMEs working together to develop new products and services.
- **A community of practice** to maximise the opportunity to achieve a sustained impact by facilitating collaboration across the Challenge.

### ***Trailblazer competition***

The Challenge’s largest element will be the Trailblazer projects. These projects are expected to involve disruptive service propositions where the emphasis will be on the integration of existing technologies through research and development into solutions that will be tested at scale to de-risk entry into direct-to-consumer markets. The objective will be to demonstrate the viability, scalability, transferability and sustainability of new services, service models and innovations that focus on outcomes. It is not envisaged that Trailblazer projects would involve development of new technologies or involve clinical research.

The portfolio of funded Trailblazers will include proposals targeting significant inequalities in health-span, where the potential for impact is greatest and the opportunity for a range of affordable, sustainable solutions is likely to be realised. It is envisaged that this would include both urban and rural populations from across the UK.

Examples might include:

- Next-generation AI-connected sensors placed around the home giving smart alerts to family/carers about changes in environment which might cause concern
- New business models for retrofitting traditional housing stock. Adapting bathrooms, for example, would allow more people to live at home for longer, but is currently expensive with limited products that are too unattractive to be fitted as standard.
- New collaborations between commercial exercise providers, healthcare, social care

and charitable groups to sustain greater, affordable and more regular physical activity for many older people.

All proposals will be expected to define target populations and propose an approach to evaluation with outcome metrics to include specific social impact measures.

The Trailblazer programme will be run across a two-stage agile process consisting of 'Discovery' and 'Implementation' Stages that offer the opportunity to fund initially the most attractive proposals then to continue to fund and de-risk the most viable projects.

The initial 'Discovery' Stage lasting up to 7 months will fund a portfolio of between 12-18 Trailblazers across both place and service-based activities as well as covering other pertinent variables, such as: geographical location, socioeconomic, demographic, ambition and vision. The output of the Discovery Stage will inform the down-selection of Trailblazer sites that will be funded into the Implementation Stage. The Implementation Stage will fund follow-up activities for between 5-8 of the Trailblazers to significantly scale-up and accelerate their projects.

A small supplementary stage to Implementation involves limited continuity funding for the projects that have been unsuccessful in the second stage. These projects will also be expected to have continued access to the Community of Practice should they want it, in order to benefit from the learnings and knowledge generated from successful second stage projects.

### ***Social, behavioural and design research programme***

The Social, Behavioural and Design Research Programme (SBD RP) will deliver evidence directly to other activities in the portfolio and to a wider group of stakeholders on key challenges facing the older population and ways in which support, and care can be delivered effectively.

The multi-disciplinary programme of research is expected to draw on expertise from across multiple institutions. The research programme will be coordinated through the appointment of a Research Director. The CoP will be expected to provide a conduit to connect learning emerging from projects with the research community.

The challenge will commission research projects that cover four research and knowledge exchange areas, and three cross-cutting strands. The four research and knowledge exchange areas include:

- *Lifecourse approach* (e.g. understanding the lifecourse and its impact on later life outcomes, identifying optimal points in the lifecourse to intervene);
- *Understanding behaviour* (e.g. understanding how older consumers and their networks make decisions and choices)
- *Inclusive design* (e.g. how to support inclusivity of product and service design, the importance of design in uptake and sustainability of products and services); and
- *Organisational context* (e.g. better understanding the organisational context within which innovations are purchased, distributed and prescribed).

The three cross-cutting strands are:

- *Meaningful engagement and co-design;*
- *Diversity;* and
- *Innovative use of existing data.*

The four research and knowledge exchange areas and three cross-cutting strands will be used as lenses through which to look at the seven themes of healthy ageing as outlined in the *Healthy Ageing Challenge Framework*.

### ***Developing the pipeline: early stage support***

The Challenge will develop a pipeline of innovations through a combination of:

- **Catalyst Awards** which will support early innovations and stimulate interest in global opportunities through annual summits that the National Academy of Medicine convene to bring together catalyst award holders;
- **A design programme** to introduce, incentivise and supercharge collaborations between the design community and the healthy ageing sector; and
- **A collaborative research and development competition** to focus on the high-potential early stage collaborative projects which are not eligible for funding other elements of the challenge.

While it is not expected the CoP will be required to facilitate specific communities to support these initiatives, the wider knowledge sharing activities will be expected to inform the work of successful applicants.

### **1.2 The Requirement**

The Healthy Ageing Challenge is seeking to secure a partner to establish and deliver a Community of Practice (CoP) which supports organisations participating in the Challenge through an environment of peer support and active learning. This community will be responsible for sharing learnings between Challenge participant organisations, identifying and overcoming common barriers, enabling collaboration between organisations and supporting the challenge in scaling and spreading ideas and good practice from the challenge to a wider interested audience.

The objectives of the CoP are to:

- Accelerate the pace of proposition development by identifying and overcoming common barriers and through the sharing of lessons learned;
- Generate insights that enable the spread of ideas, products, services and processes to other sectors and audiences;
- Support the Challenge in identifying what is most effective in contributing to healthy ageing, by making appropriate links from the emerging findings of Trailblazers with a wider evidence base within the research community and across the other Challenge activities; and to
- Enable the creation of new collaborations and partnerships where there is the potential to increase the collective impact of a set of complementary activities.

In order to deliver on these objectives, the community will need to be robustly co-designed with its members and ensure that it embeds best practice principles for effective active learning networks, ensuring that the community of practice is:

- **Accessible** – allowing access to any individual who has a need to share and learn with the group regardless of their location or role;
- **Relevant** – sharing content which addresses and satisfies the needs of members;
- **Flexible** – adapting the focus and delivery approach of the community as projects mature and the needs of members change;
- **Honest** – enabling an open environment where members are comfortable to share lessons from threats and challenges, as well as from successes; and
- **Regular** – delivering a regular programme of activities to ensure engagement with the community is maintained throughout the lifecycle of the challenge.

Two features of the challenge which have implications on the way that the community of practice should be setup are the high degree of heterogeneity of projects, and the potential diversity of partners within consortia which will be supported through the Trailblazers. Market engagement conducted in March 2019 suggested around half of the potential bids would involve consortia with 10 or more members. Results from the engagement also demonstrated variance in the focus of propositions across all seven themes of the *Healthy*

*Ageing Challenge Framework*, and by the type of proposition, with a mix of those with a place-based population focus and those seeking to demonstrate single solution propositions.

Successful bidders for the CoP will need to demonstrate:

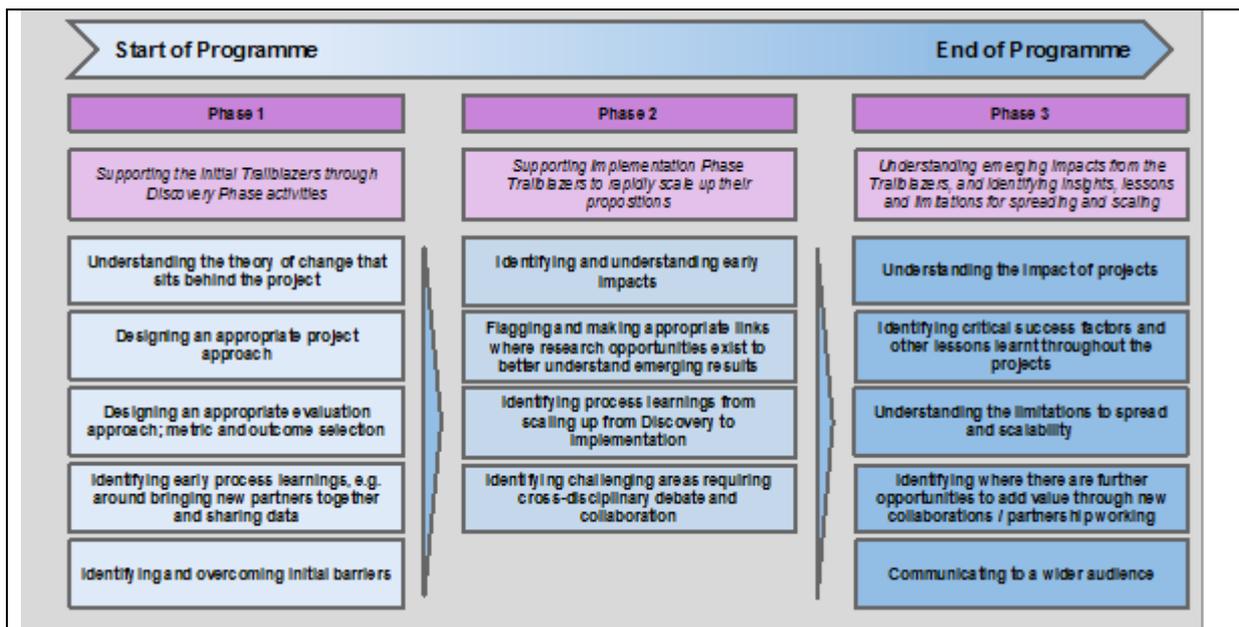
- Significant depth of experience of working on programmes related to healthy ageing;
- Experience facilitating active learning networks, particularly within communities where there are high degrees of heterogeneity, large numbers of consortia and a wide geographical spread;
- A breadth of appropriate capabilities for supporting organisations through the common challenges associated with developing, and taking to market, new service propositions for older people;
- Access to a broader network of the wider relevant capabilities needed to deliver a successful community.

**Figure 2** suggests an indicative break down of scope. The Core Community of Practice CoP represents indicative core offer activities. The Wider and Extended CoPs are indicative areas for valued added activity.

	Core community of Practice	Wider challenge CoP	Extended CoP
Members	<ul style="list-style-type: none"> <li>• 15 'Discovery Phase' Trailblazers</li> <li>• 6 'Implementation Phase' Trailblazers</li> <li>• Research Director</li> <li>• Challenge team</li> <li>• Successful bidder team</li> </ul>	<ul style="list-style-type: none"> <li>• Receivers of catalyst awards</li> <li>• Commercial and social impact investors</li> <li>• Design community representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Unsuccessful trailblazer applicants at both the Discovery and Implementation phases</li> <li>• Those who have expressed an interest in the findings of the programme, e.g. businesses, academics, think tanks and relevant policymakers</li> </ul>
Purpose	<ul style="list-style-type: none"> <li>• Peer-learning for service improvement</li> <li>• Identifying and overcoming common barriers</li> <li>• Flagging opportunities for collaboration across the challenge</li> <li>• Critical friends</li> </ul>	<ul style="list-style-type: none"> <li>• Scaling and spreading ideas, products, services and processes to other sectors and audiences</li> <li>• Creation of new collaborations and partnerships</li> <li>• Identifying areas for single topic focused events</li> </ul>	<ul style="list-style-type: none"> <li>• Scaling and spreading ideas, products, services and processes to other sectors and audiences</li> <li>• Creation of new collaborations and partnerships</li> </ul>

**Figure 2 – Scope Options**

**Figure 3** suggests how the focus of each phase may naturally evolve throughout the lifecycle of the Challenge.



**Figure 3: Three phases of community support**

### **Key activities and deliverables**

The successful bidder will be expected to co-design the community of practice with its members when they are selected in early 2020. Although this co-design will inform the final shape of support that the successful bidder will provide, it is anticipated that it would encompass the following key activities and deliverables.

#### **Phase 1 (Discovery Stage) – To be completed by October 2020**

The successful bidder would be expected to complete the following activities and deliverables across Phase 1:

- A scoping exercise to confirm the form, content and delivery approach for the community of practice during Phase One, based on an initial assessment of member needs from:
  - Discovery Phase Trailblazers;
  - Those who were not successful in acquiring Trailblazer status; and
  - Other appropriate members of the community identified from across other areas of the Challenge.
- The delivery of a face-to-face kick-off event for up to 18 Discovery Stage Trailblazer participants;
- The establishment and delivery of a regular programme of activities which will be delivered through a range of approaches, including at least one additional face-to-face event;
- Making appropriate links across the Trailblazers and wider Challenge activities to identify common themes and barriers, and to respond to them;
- Drawing on broader capabilities to support individual sites where the need for this has been proactively identified;
- An evaluation of the extent to which the community of practice has met its objectives and the needs of members across Phase 1, including recommendations for how the community could be more effective in Phase 2.

#### **Phase 2 (Implementation Stage) – Indicative completion by February 2022**

The successful bidder would be expected to complete the following activities and deliverables across Phase 2:

- A brief scoping exercise, informed by the evaluation report from Phase 1 and from engagement with the Implementation Stage Trailblazers to ensure the form, content and

delivery approach for the community of practice during Phase 2 remains appropriate for the needs of members;

- The delivery of a regular programme of activities to community members which will include a range of different virtual and face-to-face approaches;
- The continued delivery of support to those who have been unsuccessful in acquiring Implementation Stage Trailblazer status where this has been agreed as appropriate and value-adding with the UKRI Challenge team;
- The delivery of at least one large conference event to communicate to a wider audience the emerging impact of projects and initial learnings;
- Making appropriate links across the Trailblazers and wider Challenge activities, in particular with relevant research projects, to bring together work that may be complementary;
- Drawing on broader capabilities to support individual sites where the need for this has been proactively identified;
- An evaluation of the extent to which the community of practice has met its objectives and the needs of members across Phase 2, including recommendations for how the community could be improved in Phase 3.

### ***Phase 3 (Implementation Stage) – To be completed by Contract End (February 2024)***

The successful bidder would be expected to complete the following activities and deliverables across Phase 3:

- A brief scoping exercise, informed by the evaluation report from Phase 2 and from renewed engagement with the Implementation Stage Trailblazers to ensure the form, content and delivery approach for the community of practice during Phase 3 remains appropriate for the needs of members;
- The delivery of a regular programme of activities to community members which will include a range of different virtual and face-to-face approaches;
- The facilitation of networking opportunities between Trailblazers and other organisations where value-adding opportunities for collaboration have been identified;
- The delivery of at least one large conference event to communicate to a wider audience the impact of projects, the transferable lessons learned, and the critical success factors which will encourage the spread of good ideas and propositions to new audiences;
- An evaluation of the extent to which the community of practice has met its objectives and the needs of members across the lifecycle of the Challenge.

### ***Governance***

To keep the Challenge abreast of progress, success stories and challenges, the successful bidder will be required to engage with Challenge Boards and Committees as outlined below:

Attendance: The successful bidder will be expected to attend and present at a minimum of 4 Board meetings per year in London.

Thematic papers: The successful bidder will be expected to write three white papers each year which provide a thematic analysis of community activity, identifying areas of progress and potential, and commenting on lessons learned from common barriers.

Annual report: The successful bidder will be expected to write an annual report which will be submitted to the Challenge Programme Board and Advisory Group for information.

### ***Reporting requirements and performance assessment***

In addition to the expectations listed above for the successful bidder to engage with the Challenge's governance structures, formal quarterly management reporting will review a range of Key Performance Indicators as an assessment of progress

Indicative KPI's may include:

Measure	Indicator	Target
Frequency	Percentage of meetings/events that take place within 1 week of approved programme plan.	90%
Attendance	Percentage of cohort attending events	60%
Satisfaction	Rating on a survey scale of 1-5 where 5 is excellent	4 (average rating)

Although there will be formal quarterly management reporting, the successful bidder would be expected to maintain ongoing communication and dialogue with the Challenge team to flag risks and issues in real-time, and to maintain an open and honest relationship.

The contract will be for an initial period of 2 years, with an optional 2-year extension subject to satisfactory progress assessed through the processes set out below.

Following the initial 2-year period, the successful bidder will be required to produce a report that demonstrates the extent to which the community of practice has met its objectives and the needs of its members.

### **Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## Section 5 – Evaluation model

### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process

Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	9.2	Systems to manage supply chain
Section 9	9.3	Procedures for resolving disputes
Section 9	9.5	Meeting the requirements of the code/standards
Section 9	9.6	Confirmation of 30 days payment
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. AWARD questionnaire

- 5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

<b>Award Pass/fail criteria</b>		
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.4	E Invoice
Commercial	AW5.5	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked ‘for information only’ do not contribute to the scoring model.

<b>Award Scoring criteria</b>			
<b>Evaluation Justification Statement</b>			
In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.			
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>	<b>Maximum Marks</b>
Price	AW5.2	Price	15%
Quality	PROJ1.1	Strategy/ approach to the Core Community of Practice	15%
Quality	PROJ1.2	Relevant Roles, Responsibilities and Expertise of Key Individuals to the Core Community of Practice	25%

Quality	PROJ1.3	Strategy/ approach to the Wider and Extended Community of Practice	15%
Quality	PROJ1.4	Relevant Roles, Responsibilities and Expertise of Key Individuals to the Wider and Extended Community of Practice	15%
Quality	PROJ1.5	Programme of Works for the Core and Wider extended Community of Practice	5%
Quality	PROJ1.6	Monitoring & Learning	5%
Quality	PROJ1.7	Risk & Mitigation	5%

## Award Evaluation of criteria

### Non-Price elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

**Example**

Evaluator 1 scored your bid as 60  
 Evaluator 2 scored your bid as 40  
 Evaluator 3 scored your bid as 80  
 Evaluator 4 scored your bid as 60  
 Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation:  $\text{Score}/\text{Total Points}$  multiplied by 50  $(80/100 \times 50 = 40)$

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

**5.5. Evaluation process**

5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the</li> </ul>

the Bid and Clarifications	right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1. Introduction**

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at  
<http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Healthy Ageing Challenge Community of Practice. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#).
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

## **7.3. Confidentiality**

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

- 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6. The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

### 7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

### 7.5. Response Validity

- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

### 7.6. Timescales

- 7.6.1. [Section 3](#) of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

## 7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## 7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## 7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

## **7.10. Canvassing**

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
  - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
  - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
  - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be

done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

- 7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

### **7.14. Acceptance of the Contract**

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 14 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 11 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **7.16. Amendments to Response Documents**

7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

## **7.17. Modification and withdrawal**

7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

## **7.18. Right to disqualify or reject**

7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where

- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
- 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
- 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

## **7.19. Right to cancel, clarify or vary the process**

7.19.1. The Contracting Authority reserves the right to:

- 7.19.1.1. cancel the evaluation process at any stage; and/or
- 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

## **7.20. Notification of award**

7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

## Appendix 'A' Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>