Request for Proposal



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

Subject: Skills Centre Residential Trip Sourcing Reference Number: GSS24851

Table of Contents

| Section | Content |
|---------|--|
| 1 | About UK Shared Business Services Ltd. |
| 2 | About the Contracting Authority |
| 3 | Working with the Contracting Authority. |
| 4 | Specification and about this procurement |
| 5 | Evaluation model |
| 6 | Selection and award questionnaires |
| 7 | General Information |
| | |

Appendix A - Learning gained from previous participants

Appendix B - UKRI People Standards Leading Self

Appendix C - UKRI People Standards Leading Teams

Appendix D - UKRI Guidance on Business Travel Standards, Subsistence Cost and Expense Claims

Appendix E - UKRI Safeguarding Policy

Appendix F - UKRI business expense claims, business travel and subsistence policy - UKRI

Appendix G - Glossary of Terms

Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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 DSIT / DENEZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

Our Customers

UKSBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed <u>here</u>.

Privacy Statement

At UK Shared Business Services (UKSBS) 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 UKSBS 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.uksbs.co.uk/use/pages/privacy.aspx

UKRI Privacy Notice

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 (UKRI)

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

Science and Technology Facilities Council (STFC)

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale.

https://stfc.ukri.org/

Section 3 – Working with the Contracting Authority

| Sectio | on 3 – Contact details | |
|--------|---|--|
| 3.1. | Contracting Authority Name and address | UK Research and Innovation (UKRI) Polaris House Swindon SN2 1FL |
| 3.2. | Buyer | Karam Bhogal |
| 3.3. | Buyer contact details | coreservices@uksbs.co.uk |
| 3.4. | Budget of the Opportunity | The total contract value shall not exceed £320,000.00 excluding VAT over the entire contract period should the option to extend be utilised. The initial fixed term will be 2 years. The value of the initial contract period shall not exceed £160,000.00 excluding VAT. There will be an optional extension of 2 years valued at £160,000.00 ex VAT, however this spend is not committed unless the extension is utilised This contract is for a 2-year initial term with a 2-year extension (2+2). |
| 3.5. | Process for the submission of clarifications and Bids | All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11. 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, unless formally advised to do so by UKSBS. |

| Sectio | Section 3 - Timescales | | | | |
|--------|---|--|--|--|--|
| 3.6. | Date of posting of Contract advert to Find a Tender and Contracts Finder | Tuesday 21 st January 2025 | | | |
| 3.7. | Latest date / time RFP clarification questions shall be received through the eSourcing Portal | Tuesday 04 th February 2025 | | | |
| 3.8. | Latest date / time RFP clarification answers should be sent to all | Tuesday 11 th February 2025 | | | |

| | Bidders by the Buyer through the Jaggaer eSourcing Portal | |
|-------|--|---|
| 3.9. | Latest date and time for Bidder to request access to the RFP documents | Monday 24 th February 2025 10:00 am |
| 3.10. | Latest date and time RFP Bid shall be submitted through the eSourcing Portal (the Deadline) | Tuesday 25 th February 2025 11:00 am |
| 3.11. | Anticipated notification of proposed Contract award to unsuccessful bidders | Tuesday 11 th March 2025 |
| 3.12. | Anticipated Contract Award Date | Monday 24 th March 2025 |
| 3.13. | Commencement of Contract | Monday 14 th April 2025 |
| 3.14. | Completion of Contract | Friday 30 th April 2027 with the option to extend for a further 2 years until 30 th April 2029 (2+2) subject to budgetary approval. |
| 3.15. | Bid Validity Period | 90 Days |

Section 4 – Specification

Background Information

UK Research and Innovation (UKRI) - STFC employs 1700 specialist technical, scientific and engineering staff across 5 sites in the UK.

Our employees range from those in their early careers (graduates, students and apprentices) to more experienced managers and leaders.

The UKRI-STFC Corporate Strategy demands an agile and sustainable workforce with the necessary knowledge, behaviours and skills to lead UKRI-STFC into the future.

Graduates and apprentices are part of the early career's skills strategy and a key part of the UKRI-STFC careers pipeline.

As part of the development of our apprentices and graduates, each year the latest intake from all sites are invited to attend an outward bound residential based learning programme to develop core skills, including but not limited to team working, leadership and communication.

Four days are planned away from the normal workplace to provide a personal development programme for:

- Apprentices to spend time exploring the behavioural elements of the apprenticeship standards; and the UKRI People Standards of effective behaviours (Appendix B and C), which include team working, leadership, presentation skills, and developing a continuous approach to personal development.
- Graduates to provide a leadership and personal development programme supporting competencies linked to UKRI People Standards such as communication, responsibility, integrity, critical thinking, teamwork, self-awareness, and leadership.

The residential courses are aligned to UKRI values, and the overall aims of each course are to:

- Provide real and practical opportunities to practice team and/or leadership skills in a safe environment
- Help develop an understanding of the behaviours required within UKRI and the UKRI People Standards whilst emphasising the link to the national apprenticeship standards and internal graduate programme

The national apprenticeship standards can be found at: <u>https://www.instituteforapprenticeships.org/</u>

- Regularly review the learning process on the course to continually improve individual performance
- Develop interpersonal skills: The emphasis of this course is on practising and developing skills using activities and exercises through experiential learning in a non-work environment using both wet (i.e. river/lake or sea) and dry (land

based) facilities; enabling participants to safely be taken out of their comfort zones or try activities they may not have had the chance to before.

The Supplier must have:

- Expertise in designing and delivering residential based learning programmes for technical staff.
- Expertise in working with graduates, apprentices, industrial placement students and scientific, engineering, technical and professional staff at all levels.
- Make reasonable adjustments to activities to ensure accessibility for all attendees aligned with the Equality Act 2010.
 This includes but not limited to changes in approach or provision to ensure that services are accessible to disabled people as well as everybody else, such as providing ramps and tactile signage. Where possible, adjustments should be anticipatory, implemented ahead of a cohorts arrival.
- Demonstrable knowledge of relevant management and leadership theories and evidence of Continuous Professional Development and up-to-date practice. Feedback from previous outward bound residential participants is included in Appendix A.

Objectives of residential based learning programme and Attendees

Graduates

A leadership and personal development programme with competencies linked to UKRI People Standards such as communication, responsibility, integrity, critical thinking, teamwork, self-awareness, and leadership. (Appendix B and C)

Graduates – an anticipated 4-day programme in October each year 2025-2026 plus extension period if utilised.

Approximately 80 graduates + 3-4 staff for an anticipated 4 consecutive days per year

Staff will require accommodation and will work closely with participants and the Supplier to ensure smooth running of the trip. Staff may participate in activities, but this will be optional.

Apprentices

A personal development programme for apprentices to explore the behavioural elements of their Apprenticeship Standards and the UKRI People Standards of effective behaviours (Appendix B and C), which include team working, leadership, presentation skills, and developing a continuous approach to personal development.

Apprentices – an anticipated 4-day programme in August each year 2025-2026 plus extension period

Approximately 60 apprentices + 4-7 staff for an anticipated 4 consecutive days per year

Staff will require accommodation and will work closely with participants and the Supplier to ensure smooth running of the trip. Staff may participate in activities, but this will be optional.

Contract duration and estimated costs

The Contract duration shall be for a period of two years, from May 2025 to April 2027 with an optional extension of two years until April 2029 (2+2).

The total overall opportunity value of this requirement is estimated to be £320,000.00 excluding VAT including the two-year extension period.

Yearly estimated breakdown of costs as follows: £80,000 excluding VAT per year for the core residential-based learning programme.

Timescale

Delivery of residential courses from May 2025 to April 2027 with an option to extend to deliver in 2027 up to end of contract April 2029.

Location

To take place in a purpose-built outdoor education residential centre with access to wet and dry facilities e.g. river/sea/lake and land-based activities.

Within a reasonable drive by coach (maximum 4-5 hours), from each of our UK sites: South Oxfordshire, Cheshire, Edinburgh, Whitby.

UKRI- will be responsible for arranging outbound and inbound travel for attendees between UKRI- sites and the training centre.

The supplier will be responsible for arranging all outbound and inbound travel between the training centre and any other location(s) during the 4-day programme.

Detailed Requirements

The supplier is required to design and deliver a residential based learning programme with clear goals and objectives. We would expect activities to include a range of team-based outdoor activities.

The supplier will be required to attend pre course meetings to understand the UKRI- early career context, the UKRI/ values (<u>https://www.ukri.org/who-we-are/our-vision-and-strategy/our-strategy-2022-to-2027/</u> and <u>https://stfccareers.co.uk/vision-and-values/</u> and to plan a tailored programme of learning for both apprentices and graduates.

The meetings must take place a minimum of 3 months prior to each course as follows:

o By end May 2025 for apprenticeship programme

o By end July 2025 for graduate programme

The supplier will be required to attend these meetings at Science & Technology Facilities Council: Rutherford Appleton Laboratory, Harwell, Didcot, OX11 0QX or Daresbury Laboratory, Daresbury, Cheshire WA4 4AD. Alternatively the meeting can be held by a Teams Meeting.

Graduate dates will be within the last two weeks of October - Monday to Thursday. Apprentice Residential will be the week before the August bank holiday.

Lunchtime arrival for both programmes and a 13:00 departure on the final day. Anticipated 4 days in October for approximately 80 graduates (plus 3-4 staff) each year for 2 years.

Anticipated 4 days in August for approximately 60 apprentices (plus 4-7 staff) each year for 2 years

Proposed learning/development areas for both apprentices and graduates undertaking the residential to include but not limited to:

- Promoting inclusivity
- Improving communication skills
- Improving confidence
- Team working
- Leadership

All participants to be involved in all activities; where a medical condition precludes them from participating, Centres are to make reasonable adjustments to improve accessibility, or programmes are adapted to ensure inclusivity, this will be done before each cohort arrives or when an activity commences if an issue arises during the programme.

When participants opt out, participants are to be encouraged to support activities to remain involved, e.g. belaying. Courses must be adaptable for people with different levels of fitness and ability and be focussed on learning outcomes accessible for all.

Each course must be tutor led with clear planning and a dedicated course director for each programme. The supplier must be able to support flexing of the programme during the events to consider apprentice/graduate learning and understanding. A full day of activities should be planned with the option of additional evening activities.

The supplier must be registered under the Health and Safety Executive with a licence provided by the Adventure Activities Licensing Authority (or equivalent) and staff hold Enhanced DBS certification. <u>https://www.hse.gov.uk/enforce/permissioning-licensing.htm</u>

The programme should ensure that learning is transferable back to the workplace through full use of feedback and action planning. The supplier will benchmark/ self-assess on agreed learning and development areas prior to each event. This will be measured, tracked and self-reflected during and at the end of each event. As such the supplier may be expected to provide the pre-course material in advance. The specifics of this will be agreed with UKRI- during the pre-course meeting and distributed as agreed.

The supplier will be responsible for collecting feedback on all aspects of each event including but not limited to:

o Knowledge/understanding of teamwork

o Self-awareness - confidence levels in skills and behaviours

o Learning points

o Satisfaction of course overall § Satisfaction scores of course overall.

UKRI- expect a result of at least 85% satisfied or very satisfied from each cohort

o Satisfaction with provider staff

o Satisfaction with venue

o Satisfaction with catering

A post-course feedback review will be arranged between UKRI and the Supplier within 2 months. This will be used to inform the development and improvement of future courses as well as contract management activities.

UKRI will confirm final numbers, including gender identity, age, medical conditions and dietary requirements, a minimum of 2 months prior to each event:

- By mid-June for apprenticeship programme
- By mid-August for graduate programme

Training centre /Residential requirements

Accommodation

- Training centres must have onsite accommodation for all participants and staff, with accessibility for those with disabilities
- Apprentices/graduates to be accommodated in line with our policy Appendix D
- Individual rooms with ensuite facilities
- Catering to meet all dietary requirements, to cover breakfast, lunch and dinner and appropriate drinks and snacks.
- Domestic services available, daily cleaning of accommodation and communal areas

<u>Training</u>

- The successful supplier must be able to provide a central point of contact for booking and administration enquiries.
- Training centre to be located within a reasonable drive (approximately 4-5 hours) from all our sites: South Oxfordshire, Cheshire, Edinburgh, and Whitby.
- All staff involved in delivering the training must have expertise in delivering learning and development to graduates and apprentices and hold relevant certification in health and safety and first aid.
- The training centre should have clear health and safety policies, and robust safeguarding processes and procedures must be in place. The supplier must have a safeguarding policy, and all staff must have valid Enhanced DBS checks in place. A copy of the safeguarding policy should be provided as part of the bid.

• Full risk assessments for the residential aspect and all activities to be in place and shared with UKRI- appropriately.

Site Tour

UKRI would require a site tour Prior to confirming contract around 1-2 hours, during the site tour UKRI would like to view facilities including accommodation and dining area, view menus and food (potential meal), observe activities during tour, answer questions re accessibility, examples of adaptations.

Estimated time commitment

Anticipated 4 days of programme delivery for graduates with additional time required for pre-programme planning and post-programme feedback meetings with UKRI-.

Anticipated 4 days programme delivery for apprentices with additional time required for pre-programme planning and post-programme feedback meetings with UKRI-.

Appendix A – Learning gained from previous participants

"How to be a supportive leader and find balance between being task oriented, team oriented and individual oriented."

"I got to know the flaws in my skills, and I was able to identify them and work on them."

"Learnt quite a lot about leadership as hadn't had too much experience with this previously, and this includes confidence and styles of leadership. Also learnt team skills with regards to working in a new team of new people. The stretch zone model was also really insightful. Finally, I enjoyed the learning around coaching and ways to give feedback and had a really insightful session within my team where we gave each other feedback."

"Increased confidence (especially in leadership scenarios), improved constructive feedback skills (giving and receiving), and a deepened understanding of how I am perceived by others."

"I plan to improve my leadership and communication skills through my placements."

"I have learnt to be more confident providing feedback and listen to others more."

"Face challenges with a positive mental attitude and have more confidence in my abilities."

Appendix B – UKRI People Standards Leading Self

UK OFFICIAL

| | S COLLABORATION | (INNOVATION | EXCELLENCE |
|--|--|---|--|
| Shows and gains trust and respect from collesgues and where appropriate, external collaborators is accountable for decisions and actions taken Can be relied upon to get the pib done by internal collesgues and where appropriate, external collaborators Can be relied upon to get the pib done by internal collesgues and where appropriate, external collaborators Acheres to UKRI's policies and procedures, including sthical and legal frameworks governing research activity Gives credit where credit is due by appropriately necegnising the contributions made by others Thinks objectively and seeks endering to back decisions made Is an advocate for EDI and environmenta sustainability in the workplace | Chooses appropriate means of communication Positively influences team discussions and helps achieve team goals Seeks to collaborate with all honest and respectful manner Looks efter own wellbeing and required Seeks out opportunities to engage with relevant professional associations to build networks | Develops new skills and knowledge, understands the broadsr contract, potential impacts and societal benefits of work Saeks to improve upon existing and new protocols, generating more efficient, effective or robust ways to defiver carputs Is open to accept new ideas and adapt to change Froaters new ideas and contributes to further development of solutions is open shout metakes and fastenge in collects discover public to discover things | Manages time appropriately so that workload can be prioritised to ensure goals and objectives are real. Works with clear focus, at pace and strives to deliver high quality output at all times. Escalates quickly to management when delivery targets are at task of not being mat. Stecks to understand how own role fits within the wider UKR3 context and looks for oppertunities to further develop knowledge and skills. Takes ownership for personal and career development. |

Appendix C – UKRI People Standards Leading Teams

| | (B) COLLABORATION | | EXCELLENCE |
|--|--|--|--|
| Actively listens to other people's views/contributions as part of decision-making process, valuing the diverse range of contributors. | Builds a strong network of collaborative relationships and partnerships across the organisation and externally to add value | Encourages a culture of creativity and continuous improvement by empowering and supporting teams to develop new steers | Sets high performance standards for the team with dear purpose and strategic alignment. |
| Biocognises incluesements within team and deletations success, ensuring the efforts of all pontributors are recognised, for example on essenct coupuls is able to empethise with team members and support during | Ensures information is cascaded to teams promptly and communicates, feedback upwords and downwards to ansure opinions and views are heard Adapts to diverse needs. | Comfortable in questioning and suggesting alternatives to current thinking by challenging and guiding teams to develop new insights and approaches Leads and manages change through planning and | Demonstrates high degree of problem axes work and encourages team members to do the same Follows appropriate procedure and legal frameworks to ensure results are achieved on time whilst still enabling innovation |
| difficult times Contributes to a culture of trust and psychological safety, ty being open and honest, ty learning from mistakes and genuinely valuing people | considers wellbeing of teams and inspires inclusive ways of working where everyone is encouraged to be their true serves and accepted for who they are | engagement of people Makes effective decisions by using sound judgement, endence and knowledge Supports and encourages | Drives continual improvement from lessons learned to optimise curput and provide escellence Reviews success and |
| Demonstrates both sensitivity to - and awareness of - diversity scuee, stowing respect for others and their views. Actively endotes and vincourneyss EDI practices to create a positive been endoter and | Supports and coaches from members to improve performance and develop careers | teams to collaborate and network across departments to generate ideas and support with problem solving | achievements within the board, for example research outputs, identifies any barriers to progress or challenging objectives. Provides appropriat support and guidence to enable the team to deliver |

Appendix D – UKRI Guidance on Business Travel Standards, Subsistence Cost and Expense Claims

It is normally expected that hotel rooms will include: - Single room - Ensuite facilities - Tea & coffee facilities - TV - Internet provision (this can be claimed separately if required)

Appendix E – <u>UKRI Safeguarding policy</u>– To be read in conjunction with the STFC Apprenticeships Safeguarding Guidelines found separately

Appendix F - UKRI business expense claims, business travel and subsistence policy – UKRI

Social Value

• The Supplier will be expected to align to the principles, obligations and aspirations set out in the Social Value Act (2012)1. The Supplier shall identify and deliver on Social Value initiatives as identified and agreed. The Supplier will be responsible for recording and reporting performance against agreed Social Value scorecards.

• Based on the Social Value Model2, UKRI have identified that "wellbeing" are the Key Themes most relevant to this Contract. Information about the Key Themes is presented in the table below:

Table of Social Value Key Themes:

| Key Themes | | |
|--|---|--|
| Theme: | Wellbeing | |
| Policy Outcome: | Improve health and wellbeing | Improve community integration |
| Delivery Objectives (Activities that): | Activities that: Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce. Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. | Activities that: • Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities. • Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities |
| Reporting Metrics: | Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees. Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment. Number of companies in the supply chain under the contract to have implemented the 6 standards in the supply chain under the contract to have implemented the 6 standards in the Mental | • Number of people- hours spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract. |

| employees, in Thriving at Work. |
|------------------------------------|
|------------------------------------|

The Contract duration shall be for a period of 2 years with optional extensions of 2 years period from commencement of the Contract.

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 UKSBS 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. 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
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

| Selection Pass/fail criteria | | | | |
|---|---------------------|---|--|--|
| Evaluation Envelope | Q No. | Question subject | | |
| Qua | lification Question | nnaire Part 1: Potential Supplier Information | | |
| Section 1 | 1.1(a) – p | Contact details | | |
| | Qualification Qu | estionnaire Part 2: Exclusion Grounds | | |
| Section 1 1.2 (a)(i) Administration, Management, supervisory body convictions | | | | |
| | 1.2(a)(ii) | Participation in a criminal organisation | | |
| Section 1 | 1.2 (a) - (iii) | Corruption | | |
| Section 1 | 1.2 (a) - (iv) | Terrorist Offences or offences link to terrorist activities | | |
| Section 1 | 1.2 (a) - (v) | Money laundering or Terrorist financing | | |
| Section 1 | 1.2 (a) - (vi) | Child Labour and other forms of trafficking in human beings | | |
| Any other offence within the meaning of | | Any other offence within the meaning of | | |
| Section 1 | 1.2 (a) - (vii) | Article 57(1) of the Directive as defined by the | | |
| | | law of any jurisdiction outside England, | | |
| | | Wales or Northern Ireland. | | |
| Section 2 | 2.1(a) (i-ii) | Payment of tax or social security | | |
| Section 3 | 3.1 | Detailed grounds for exclusion | | |
| Section 3 | 3.1 (a) | Situations summarised | | |

Version 10.0

| Section 3 | 3.1 (b) | Breach of environmental law obligations | | |
|-----------|--|---|--|--|
| Section 3 | 3.1 (c) | Breach of social law obligations | | |
| Section 3 | 3.1 (d) | Breach of labour law obligations | | |
| Section 3 | 3.1(e) | Bankruptcy or subject to Insolvency | | |
| Section 3 | 3.1(f) | Guilty of grave professional misconduct | | |
| Section 3 | 3.1(g) | Distorting of competition | | |
| Section 3 | 3.1(h) | Conflict of Interest | | |
| Section 3 | 3.1(i) | Involved in preparation of procurement procedure | | |
| Section 3 | 3.1(j) | Prior performance issues | | |
| Section 3 | 3.1(k) | Serious Misrepresentation, withholding information, undue influence and undue advantages. | | |
| Section 3 | 3.1(l) to 3.2 | Modern Slavery | | |
| | Qualification Qu | estionnaire Part 3: Selection Questions | | |
| Section 4 | 4.1(a) | Financial statements filed with Companies House | | |
| Section 4 | 4.1(b) | Detailed accounts | | |
| Section 4 | 4.1(c) | Annual Turnover profit and loss accounts etc | | |
| Section 4 | 4.2 | Financial reliance upon others and guarantee | | |
| Section 6 | 6.1 | Relevant experience and contract examples | | |
| Section 6 | 6.2 | Subcontracting and healthy supply chains | | |
| Section 6 | 6.3 | Technical and Professional Ability | | |
| Section 7 | 7.1 | Insurance | | |
| Section 8 | 8.1(a) | General Data Protection Regulations | | |
| Section 8 | 8.1(b) | B.1(b) General Data Protection Regulations – Technical Facilities and Measures | | |
| Part 3 | SEL1.10 | Information Security | | |
| Part 3 | SEL2.12 | General Data Protection Regulations and Data Protection Act 2018 | | |
| Part 3 | SEL2.19 | PPN 01/22 - Contracts with suppliers from Russia or Belarus | | |
| Part 3 | FOI1.1 – 1.2 | Freedom of Information | | |
| Part 3 | Declaration | Covering all sections of the bid submission | | |
| | pass / fail criteria the Bidder and r | Bidder failing to meet the requirements of a Mandatory a, the Contracting Authority reserves the right to disqualify not consider evaluation of the any of the selection stage blogy, nor the Award stage scoring methodology or / 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. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. 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. <u>AWARD</u> 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.

| Award Pass / Fail criteria | | | | |
|----------------------------|--|---|--|--|
| Evaluation Envelope | Q No. | o. Question subject | | |
| Qualification | AW1.1 | Form of Bid | | |
| Qualification | AW1.2 | Bid validity period | | |
| Qualification | AW1.3 | Certificate of bona fide Bid | | |
| Qualification | AW3.2 | Conflict of Interest Declaration | | |
| Qualification | AW3.2.1 | Conflict of Interest Declaration Supporting Information | | |
| Qualification | AW4.1 | Compliance to the Contract Terms | | |
| Qualification | AW4.2 | Changes to Contract Terms | | |
| Qualification | AW6.1 | Compliance to the Specification | | |
| Qualification | AW6.2 | V6.2 Variable Bids | | |
| Qualification | AW6.3 | AW6.3 Adventure Activities Licence | | |
| Qualification | AW6.4 Staff Certifications | | | |
| Qualification | AW6.5 DBS Checks | | | |
| Qualification | AW6.6 Safeguarding Policy | | | |
| Qualification | AW6.7 | Risk Assessments | | |
| Technical | PROJ1.3 Training Centre | | | |
| Commercial | AW5.3 | 5.3 Firm and Fixed Price | | |
| - | - Request for Proposal response – received on time within the eSourcing Portal | | | |
| | 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.
- 5.4.5. Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged. Where a Non-Commercial criteria requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only

permits 1 document upload per question therefore bidders must attach their response as a Zip folder.

Award Scoring criteria

Evaluation Justification Statement

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.

| Evaluation | | Overtien exhiest | Maximum Marks | |
|------------|---------|---|---------------|-----------|
| Envelope | Q No. | Question subject | Overall | Breakdown |
| Commercial | AW5.1 | Price | 10% | 10% |
| Technical | PROJ1.1 | Understanding and Expertise | | 30% |
| Technical | PROJ1.2 | Contract Delivery | | 40% |
| Technical | PROJ1.4 | Training Centre: Accommodation and Catering | 90% | 10% |
| Technical | PROJ1.5 | Social Value | | 10% |

Award Evaluation of criteria

Non-Commercial 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:

Score = {weighting percentage} x {bidder's score} = 20% x 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 | | |
|----|--|--|
| 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 | | |
| 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 60 Evaluator 3 scored your bid as 40 Evaluator 4 scored your bid as 40 Your final score will $(60+60+40+40) \div 4 = 50$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

Commercial 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 Commercial 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: Score/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.

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.

Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify

this position, this then results in a tied place re more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Non Commercial criteria

For example: Bidder A scores 12.50 for Commercial and 45.00 for Non commercial Bidder B scores 15.10 for Commercial and 42.40 for Non commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who score the highest on under Non-commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

5.5. Evaluation process

| 5.5.1. | The evaluation proce | ss will feature some | e, if not all, the fo | llowing phases |
|--------|----------------------|----------------------|-----------------------|----------------|
|--------|----------------------|----------------------|-----------------------|----------------|

| Stage | Summary of activity |
|---|--|
| Receipt and Opening | RFP logged upon opening in alignment with UKSBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission. |
| Compliance check | Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid. |
| Scoring of the Bid | Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria. The bid may be subject to moderation as advised in the criteria section, prior to any award decision. |
| Clarifications | The Evaluation team may require written clarification to Bids |
| Re - scoring of the Bid and Clarifications | Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria. |
| Moderation meeting (if required to reach an award decision) | To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response |
| Due diligence of the Bid | the Contracting Authority may request the following requirements at any stage of the Procurement: Submission of insurance documents from the Bidder |

| | Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. |
|--|--|
| | Financial Credit check for the Bidder |
| Validation of unsuccessful Bidders | To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid. |

Section 6 – Evaluation Response Questionnaires

- 6.1. Qualification / Selection Questionnaire
- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **eSourcing Portal.**

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

- 6.2. Technical and Commercial Questionnaire
- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **eSourcing Portal**.

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

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 Skills Centre Residential Trip. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the "Regulations"). This is a services Contract(s) being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UKSBS 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 UKSBS 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 UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS 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 UKSBS 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 <u>Section 5</u>.
- 7.1.8. Whilst it is the Contracting Authority's 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 reserve the right to purchase any services and 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 eSourcing Portal available at https://beisgroup.ukp.app.jaggaer.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 eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to eSourcing Helpdesk

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link: <u>https://beisgroup.ukp.app.jaggaer.com/</u>

- 7.1.12. Please utilise the messaging system within the eSourcing Portal located at <u>https://beisgroup.ukp.app.jaggaer.com/ within the timescales detailed in Section 3</u>. 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 eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal 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 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 UKSBS or the Contracting Authority 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 UKSBS or the Contracting Authority (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. UKSBS 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. UKSBS 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 revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous 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

- <u>Contracts Finder</u>
- Find a Tender
- 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), UKSBS 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 minimum period of 90 days. A Response valid for a shorter period will be rejected.
- 7.6. Timescales
- 7.6.1. <u>Section 3</u> 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 UKSBS 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 eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should <u>not under any circumstances</u> be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. 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 UKSBS 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 page limit. Any responses with pages in excess of the page limit will only be consider up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit 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 esourcing 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 <u>Section 3</u>.
- 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 <u>Section 3</u>. 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 <u>Section 3</u> 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 <u>Section 3</u> 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 UKSBS, the Contracting Authority, or its members 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 UKSBS, the Contracting Authority, 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 following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority 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 UKSBS, or the Contracting Authority 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 7 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 eSourcing portal unless the eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <u>Section 3</u>.
- 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 eSourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4. No further requests for clarifications will be accepted after 7 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 eSourcing portal. 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 UKSBS 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 Find a Tender 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.

What makes a good bid – some simple do's 🙂

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP 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.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, emails and fax details.
- 7.21.10.Do complete all questions in the questionnaire or we may reject your Bid.

- 7.21.11.Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12.Do check and recheck your Bid before dispatch.

What makes a good bid – some simple do not's 🛞

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10.Do not exceed page limits, the additional pages will not be considered.
- 7.22.11.Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12.Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

| TERM | MEANING |
|--|--|
| "UKSBS" | means UK Shared Business Services Ltd herein after referred to as UKSBS. |
| "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 Find a Tender and Contract Notice |
| "Contracting Authority" | A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run |
| "Customer" | means the legal entity (or entities) for which any Contract agreed will be made accessable 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 |
| "Find a Tender" | Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search |
| "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 |
| "Mandatory" | Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified. |
| "Named Procurement person " | means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement |
| "Order" | means an order for served by any Contracting Body on the Supplier |
| "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. NOTE: This document is often referred to as an Invitation to Tender within other organisations |
| "Supplier(s)" | means the organisation(s) awarded the Contract |
| "Supplies / Services / Works" | means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u> |

Appendix G – Glossary of Terms

UK OFFICIAL