

# Request for Proposal



**Request for Proposal (RFP) on behalf of Science and Technology  
Facilities Council (STFC)**

**Subject STFC Occupational Health**

**Sourcing reference number UK SBS PS18001**

**UK Shared Business Services Ltd (UK SBS)**

[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
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VAT registration GB618 3673 25  
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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.

### **Our Customers**

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](#).

## Section 2 – About the Contracting Authority

### Science and Technology Facilities Council (STFC)

STFC is a world-leading multi-disciplinary science organisation, whose goal is to deliver economic, societal, scientific and international benefits to the UK and its people – and more broadly to the world.

STFC support an academic community of around 1,700 in particle physics, nuclear physics, and astronomy including space science, who work at more than 50 universities and research institutes in the UK, Europe, Japan and the United States, including a rolling cohort of more than 900 PhD students.

The organisation's large-scale scientific facilities in the UK and Europe are used by more than 3,500 users each year, carrying out more than 2,000 experiments and generating around 900 publications.

The combination of access to world-class research facilities and scientists, office and laboratory space, business support, and an environment which encourages innovation has proven a compelling combination, attracting start-ups, SMEs and large blue chips such as IBM and Unilever.

#### Examples of funded research

- STFC is providing the design infrastructure for the £23bn UK microelectronics sector that underpins strategically important industries worth £78bn to the UK economy
- STFC's ISIS facility and its users, working in partnership with the NHS, developed a novel material to improve the treatment of cleft lip and palate, speeding up healing times and reducing operating costs
- STFC's Synchrotron Radiation Source was used to understand how conventional anti-malarial drugs work, allowing the development of more effective treatment to reduce the devastating global impact of malaria
- STFC's ISIS facility is identifying new materials that can safely and conveniently store hydrogen, enabling the development of hydrogen-fuelled cars reducing reliance on fossil fuels and cutting carbon emissions

[www.stfc.ac.uk](http://www.stfc.ac.uk)

## Section 3 – Working with the Science and Technology Facilities Council.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	Science and Technology Facilities Council, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ
3.2	Buyer	Sharon West
3.3	Buyer contact details	professionalservices@uksbs.co.uk
3.4	Estimated value of the Opportunity	£140,000.00 to £180,000.00 per year exclusive of VAT. For the avoidance of doubt the estimated value of this contract should the full 4 years be utilised would be between £560,000.00 and £720,000.00 exclusive of VAT.
3.5	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is 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.	24/01/2018
3.7	Date RFP available to Bidders	26/01/2018
3.8	Deadline to confirm attendance for site visit	06/02/2018 @ 11:00hrs GMT
3.9	Site visit to STFC Rutherford Appleton Laboratory	<b>07/02/2018 @ 11:30hrs GMT</b>
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging	07/03/2018 @ 11:00hrs GMT

	system	
3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	09/03/2018 @ 14:00hrs GMT
3.11	Closing date and time for Bidder to request RFP documents	15/03/2018 @ 14:00 hrs GMT
3.12	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	16/03/2018 @ 14:00 hrs GMT
3.13	Clarifications and / or site visits (face to face / telephone)	21/03/2018
3.14	Notification of proposed Contract award to unsuccessful bidders	27/03/2018
3.15	Anticipated Contract Award Date	09/04/2018
3.16	Commencement of Contract	01/05/2018
3.17	Anticipated Call Off Contract End Date	30/04/2020 with the option to extend for a further 2 years (2+2)
3.17	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

It is the Science and Technology Facilities Council's (STFC) Policy is to provide a safe working environment and to employ best practice to ensure the health, safety and welfare of their workforces.

To enable the STFC to fulfil their obligations to employees, professional occupational health advisors are engaged to assist with the prevention of occupational ill health, rehabilitation of employees and health promotion.

Suppliers of Occupational Health services to STFC must meet the standards and expectations below, implementation for full services must be completed in readiness for 01/05/2018.

STFC comprises of four sites – the Daresbury Laboratory (DL) in Warrington, the Rutherford Appleton Laboratory (RAL) in Oxfordshire, Head Office (SwO) in Swindon and the UK Astronomy Technology Centre (UKATC) in Edinburgh. The headcount for all STFC sites currently is as per the table below:

Site	Headcount
Rutherford Appleton Laboratory (RAL)	1600
Daresbury Laboratory (DL)	365
Swindon (SwO)	110
UKATC	80

STFC will accept a model where elements of the contract are sub-contracted. However, the supplier must have oversight of the entire contract to ensure consistent service delivery and sharing of learning and expertise across all STFC sites. Please note: there are no TUPE implications for this contract.

### Site Visit

**In order for potential bidders to gain a full appreciation of the complexities of this requirement and scale of the operation they are invited to attend a tour of STFC RAL on:**

- Date: Wednesday 7th February 2018
- Time : Arrival 11:30am
- Location: Science and Technology Facilities Council

Rutherford Appleton Laboratory (RAL)

Harwell Campus

Didcot

OX11 0QX

- Maximum number of key representatives per Supplier : 2

Bidders are to confirm attendance for site visit via Rfx message through the eSourcing portal by 11:00hrs GMT 06/02/2018. When confirming please provide details of the representatives attending.

Full details and information of the site visit including the Agenda and presentation can be found in Appendix B of this document

**Important Note:**

**Please note that the tour is not an opportunity for discussing this specification and any questions relating to the tender must be submitted in writing via Rfx message through the eSourcing portal. Clarifications must be received before 16<sup>th</sup> February 2018 at 11:00hrs GMT to be considered for this procurement.**

**There will be no opportunity for questions and answers during the visit and therefore it must be reiterated that the tour is for bidders to gain a full appreciation of the complexities of the requirement and scale of the operation.**

**Implementation**

STFC require a fully functioning Occupational Health provision which must be implemented in readiness for commencement of full service provision on 01 May 2018.

The IT systems are to be fully operational by the contract start date. Service testing on the new system will be available one month prior to the start date, or at another convenient date agreed with STFC, to ensure that the system will be accessible and ready for the contract start date.

- Training and launch events are to be carried out during the implementation period – dates to be agreed with STFC.
- The transition must be smooth and timely with key functions available to staff on day one. This will include OHA referrals, handover of cases from the incumbent supplier clinicians and staff consultations carried out with sensitive/complex cases.
- The successful supplier will work in collaboration with the current supplier to fully transition the services to meet the contract start date.
- Full case conferences to be available from award of contract where required.

**For on site provision**

Where suppliers deliver OH services detailed in this tender through an on-site provision the STFC will provide space sufficient to deliver the services agreed subject to a suitable agreement to occupy the space provided. STFC will retain responsibility for the maintenance of the building fabric of the space(s) occupied and supplier staff will be subject to the [STFC Safety, Health and Environmental management systems](#) (Appendix E) when working on STFC sites. The spaces provided will be furnished to STFC office standards including the

provision of internet access. At RAL and DL the spaces provided will include the specialist furnishing and facilities previously employed for the provision of on-site OH services which will remain STFC property, the supplier will be responsible for managing the maintenance of any specialist equipment in line with the manufacturer's recommendations, including but not limited to a weighing scale and, at RAL a sounds booth to ensure that OH assessments are undertaken with calibrated/maintained equipment required by SEQOHS. A full list of this equipment will be agreed between the STFC Contract Manager and the Supplier prior to the start of the service. The supplier will recharge the costs for maintaining this specialist equipment to STFC

## **Essential Services**

### **4.1 Health Surveillance of employees**

Manage health surveillance programme in line with the [STFC SHE Code 24: Occupational Health Screening and Health Screening Medicals](#), (Appendix E) subject to statutory/best practice regimes. Examples of health surveillance presently undertaken can be found in Appendix 1 of the SHE Code, these include but are not limited to: ionising radiation; crane and fork lift truck operators; respiratory protection equipment users; working at height; night shift workers; COSHH; Display Screen Equipment users; vibrating machinery and staff working overseas at altitudes over 10,000 feet.

The dynamic nature of STFC science programmes is such that many, often new hazards arise for which OH health advice, screening and medicals will be required. Where new hazards arise and screening is required, advice would be required on protocol for these medicals/health surveillance, for example Electro Magnetic Fields and high altitude medicals.

The supplier is expected to:

- undertake medical assessments, discuss findings and provide advice to line management;
- ensure all records are securely maintained in a manner that is easily interrogated and easily retrievable;
- proactively manage a recall process for staff to ensure staff regularly undertake medical assessments and, as appropriate, their current certificates do not expire;
- arrange appointments in staff Outlook calendars; and
- provide STFC management with documented/e-mail medical reports arising from health surveillance programmes subject to the constraints of medical confidentiality for individuals.

The Supplier will classify staff from a radiation safety perspective in consultation with the site Radiation Protection Advisor (RPA) under IRR 99 (and IRR17 when launched) by an HSE appointed radiation doctor.

All health surveillance referrals must be acknowledged within 3 days of request and confirmation that an appointment has been arranged within 5 working days of the request. All health surveillance, monitoring and specialist fit for role assessments and reports must be provided in written form within 15 working days of referral and overseas travel paper screen issued within 3 working days of referral.

This and other relevant STFC SHE Codes (except those for managing Ionising Radiation and Biological Safety) can be found on the internet, [see here](#). (Appendix E)

Standards: supplier should have current Safe Effective Quality OH Service (SEQOHS) accreditation. Supplier should meet the Cyber Essentials standard and any online portal will be subject to penetration testing.

#### **4.2 Recruitment – Medical Screening Programme**

All new recruits including agency staff complete a Health Questionnaire via UKSBS – where there are potential health concerns OH teams review findings and decide whether medical examination, further information from the candidates' GP or another course of action is required. OH arranges any subsequent medical appointments. HR would expect a response within 10 working days of receiving completed health questionnaires, giving clear documented advice.

Visitors and STFC facility users may also require a medical examination.

OH would be expected to keep suitable records securely and in a manner easily interrogated, proactively manage a recall process for staff, arrange appointments and provide STFC with documented management information arising from recruitment medical screening programmes subject to the constraints of medical confidentiality for individuals. We would ideally like this provision via a confidential online system.

#### **4.3 Medical Checks and health advice - for overseas business travellers**

Some STFC employees regularly travel overseas for work. Health advice relevant to the destination will be required, for example working/visiting high altitudes, the provision of any inoculations etc. All requests for advice when travelling on STFC business must be acknowledged within 3 working days of request and any relevant appointment arranged within 5 working days of the request. All reports must be provided in written form within 15 working days of referral and overseas paper screen issued within 3 working days of referral. STFC carries travel health insurance which includes emergency repatriation.

#### **4.4 Case Management (Referral, Appointment and Report)**

Review of staff member and provision of advice to management in the case of:

- Prolonged absence from work (normally beyond 20 working days);
- Repeated absence from work (normally after 5 shorter absences within a period of 6 months) and also 12 days within a preceding period of 12 months;
- Occupationally and non-occupationally related injuries or ill-health;
- Illness/accident giving rise to possible application under various legislation including Equality Act;
- Health related unsatisfactory work performance or deteriorating work performance;
- Change of duties which may involve the potential for health screening;
- Potential Ill Health Retirement;
- Specific illnesses which could affect an individual's safety at work, e.g. contagious diseases, heart diseases, diabetes, mental health illness, etc;
- Individuals referred by HR or Management in response to specific health-related issues;

- Instances where staff Display Screen Equipment (DSE) self-assessments identify the need for further health related DSE advice; and
- Changing OH good practice and legislation with respect to STFC OH policies, practices and/or SHE Codes.

OH is expected to:

- Keep suitable records securely and in a manner easily interrogated, proactively manage a recall process for staff, arrange appointments and provide STFC with documented management information arising from health surveillance programmes subject to the constraints of medical confidentiality for individuals.
- Give advice on fitness for work following occupational health related and non-occupational related injuries, illness or ill-health.
- Give advice as to likelihood and timing of employee's return to work and temporary or permanent modifications to duties and/or workplace to enable return – in line with Fit Note process. When employee returns after prolonged absence similar advice may be required.
- Give advice whether the individual falls under the Equality Act and what 'reasonable' adjustments would need to be considered/are required.
- Give advice as to whether any ill-health, in particular DSE related ill-health, is occupationally related and is reportable under RIDDOR.
- Give advice on unsatisfactory or diminishing capability or poor performance which may be caused by an underlying medical condition, which would have implications for work performance planning.
- Where an employee applies for ill-health retirement, or where management believe that ill-health retirement may be justified, Occupational Health advice will be sought against the ill-health retirement criteria of the pensions schemes operated for STFC employees.
- Give advice on the basis of the Occupational Physician's professional opinion or on the opinion of a relevant expert. If the latter is required, Occupational Health will identify a suitable expert and commission and expedite the report.
- Provide periodic home visits when required.
- Deliver all reports within 10 working days of request.

For all of the above it shall be the responsibility of Occupational Health to obtain relevant information to inform their advice, by consulting records, examining employees, consulting GPs and specialists etc. as appropriate. Advice generally takes the form of written guidance and participation in case conferences.

OH will provide:

- Acknowledgement of referral / request within 3 working days of receipt
- 95% of appointments within 7 calendar days of referral
- 95% of reports issued within 2 working days of assessment
- OHA telephone consultation and report within 4 working days of referral
- OHP telephone consultation and report within 7 working days of referral
- OHA / OHP face to face consultation and report within 10 working days of referral
- Rapid telephone consultation & report within 4 working days of referral
- Notification to Contract Manager/Line Manager of an employee failing to attend two consecutive appointments
- Pre/post sandwich consultation within 10 working days of request

Pre-Appointment /Pre-Enrolment Checks

- Receipt of report following on-line screening within 24 hours
- OHA opinion following on-line assessment within 2 working days

- Face to face assessment within 5 working days
- Specialist fitness for work health surveillance within 15 working days

#### Further Medical Evidence (FME)

- Report requested from the specialist / GP within 2 calendar days of its need being identified
- FME (including full report and employee review) 20 days from date of request

#### Case Conferences

- Single case conferences to take place within 5 working days of request
- Multiple case conference (including collation of referrals) within 10 working days of request

### **4.5 Provision of OH advice**

Provision of professional OH advice to STFC's management, STFC SHE Committee, STFC Management Boards and Site Safety Committees as required in regard to all aspects of STFC's operations.

Where staff DSE self assessments identify issues or concerns that require specialist DSE advice, undertake a DSE review at their workstation within 10 working days of request and produce a report in written form within 15 working days of original request

Attend STFC's principal management and employee communication committees for safety, health and environmental matters are the Site Safety Committees, which meet approximately quarterly at DL, UKATC, SwO and RAL. Occupational Health is a standing agenda at these meetings for which routine OH reports are presented in person or through site SHE teams.

Close engagement between the SHE Group and OH teams will be required through attendance at the weekly SHE meetings.

OH will be asked, annually, to review STFC sickness absence data and give appropriate professional relevant advice with regard to suggested areas to target in order to reduce sickness absence, e.g. health promotion days on how to help prevent spread of viruses, mental health, high blood pressure, flu vaccinations, etc.

### **4.6 Health Promotion**

STFC will require OH to arrange and deliver an agreed, proactive, engaging and innovative programme of health promotion activities, maximising staff awareness of health and wellbeing matters, for example but not limited to: giving up smoking, mental health, high blood pressure, cancer awareness, etc. At least 6 interventions per year.

Such activities have in the past often been arranged in co-ordination with STFC's Learning and Development team, taking the form of "learning lunches" (2-hour seminar-style events taking place over the lunch period) or with the STFC SHE Group through 1 day SHE Fairs, and involvement in occasional "Learning at Work days" etc. for which the OH team will provide active support.

### **4.7 First Aid Management**

- Manage the first aid provision at STFC sites as detailed in the [STFC SHE Code 36: Management and provision of first aid](#), (Appendix E) taking an oversight and responsibility for site first aid provision in general.

- OH will arrange for suitable generic 'First Aid at Work' training for employee first-aiders, including defibrillation training, and to advise management on the appropriateness of emergency first-aid provisions, and management of first aid boxes, defibrillators etc.
- OH will undertake an annual programme of first aid drills identifying opportunities to improve site first aid provision
- The supplier will be required to produce a First Aid Needs Assessment for each site, updated every 2 years.
- Provision of first aid and occupational health advice in respect of site emergency planning.
- Liaison with NHS emergency services to ensure prompt and suitable response to incidents involving injured persons with exposure to radiation and radioactive contamination.
- Manage the provision of Mental Health First Aiders, ensuring that training and refresher training is provided as appropriate.
- Contractors working on site are expected to have their own first-aid arrangements in place.
- Maintain the First Aid treatment rooms at DL and RAL, reviewing and re-ordering of first aid provisions where necessary.
- In addition to general first aid, OH will manage the provision of specialist first aid training for specific hazards encountered on STFC sites, including but not limited to: radiation, hydrofluoric acid, electrical and cyanide first aid.
- OH will not be expected to provide first aid or emergency assistance in the event of accidents or emergencies but may provide such if present and competent to do so.

#### **4.8 Contract management and reporting**

Contract monitoring, review of OH requirements; and reviewing the findings of surveillance and medical screening programmes

Regular meetings (currently monthly) will be held, between OH and STFC's contract manager to review the supplier's performance and emerging OH issues.

OH will be required to collect data monthly and provide quarterly reports on their activities, both to enable the scope and provision of the service to be jointly monitored, to inform management strategy and as a basis for discussion about the developing OH needs on STFC's sites. Some ad hoc reports will also be required.

Report, at least quarterly, by health surveillance medical type on the outcome of OH surveillance medicals. Report, at least quarterly, the utilisation of OH Advisor and OH Physician time and resource. All reports to be supplied to the OH STFC Contract Manager and as appropriate other committees within 5 working days of quarter completion.

A regime of activity reporting will be discussed and agreed within the first 3 months of the contract.

#### **4.9 Level of Support**

It is expected that the level of support provided will be:

RAL (set amount charged monthly)

- 1 competent administrator on site supporting and assisting the OH Advisor/OH Physician and service delivery during the hours of 08:30 – 16:30 Monday to Friday.

This must primarily be the same person and any changes of administrator must be temporary, e.g. annual leave, sickness cover, etc.

- 1 OH Advisor on site during the hours of 08:30 - 16:30 three days a week to undertake OH Advisor assessments and all other aspects of this tender. STFC will consider the use of an OH Technician for relevant work should an OH Technician be qualified. However, the use of an OH Technician would need to be reflected in the monthly charge. This must primarily be the same person and any changes of administrator must be temporary, e.g. annual leave, sickness cover, etc.
- 1 OH Physician on site one day a week.
- It is expected that the OH Advisor/Technician will carry out the health promotion functions at an agreed frequency.

Swindon (SwO) (included in monthly charge for RAL)

- OH Advisor and OH Physician in person appointments provided by the RAL OH Advisor and OH Physician. SwO members of staff to travel to RAL.
- It will be satisfactory for any relevant services to be provided via telephone consultation, e.g. provision of advice.
- Administration of appointments, any health promotion and first aid management to be co-ordinated by the RAL OH administrator.

DL (charged monthly per usage, i.e. number of days OH Advisor/Technician/Physician are on-site)

- Daily rates to be agreed upon for OH Advisor, OH Technician and OH Physician.
- STFC expect an OH Advisor to be on site 1.5 days a week which can constitute either one full day and one half day a week or one day a week and two days the following week. This must primarily be the same person and any changes of staff must be temporary, e.g. annual leave, sickness cover, etc.
- Ad-hoc requirement for OH Physician appointments booked with a competent supplier locally (no more than 30 minutes drive from workplace).
- First aid management, health promotion and other roles, e.g. administration detailed by Section 4 of this document to be managed at DL by the OH Advisor on days they are present.
- Phone number to be diverted and answered on days OH staff are not present. With visibility of diaries, it is expected that appointments will be arranged Monday to Friday for days when OH staff are next on site.

UKATC (charged per usage)

- One OH Advisor on site typically 1 day a year for medical surveillance appointments.
- Ad-hoc days for OH Advisor on site to carry out health promotion activities.
- Ad-hoc requirement for OH Physician appointments booked with a competent supplier locally (no more than 30 minutes drive from workplace).
- Administration of appointments, health promotion and first aid management co-ordinated from the RAL OH administrator.

STFC must have visibility of OH staff time, e.g. via a portal showing appointment times and time allocated to tasks such as health promotion activities. Should STFC wish to alter (either increase or decrease) the number of days any staff member is regularly on site, one month's notice will be provided. The increase or decrease in rate will match an agreed daily rate for that OH role.

As a minimum, the provision of OH services must be available Monday to Friday, excluding Bank and Public Holidays and periods when the laboratories are closed, e.g. between Christmas and New Year. 95% of all calls to OH from all four STFC sites should be

answered within 5 rings or less. All telephone messages received should be responded to either that working day or the following working day. All emails and written correspondence responded to within 3 working days. It is envisaged that the phone lines at SwO, UKATC and DL (when OH are not on site) will be diverted and answered remotely. All calls should be triaged and appointments made at SwO, UKATC and DL even when there is no on site OH presence. Any OH Advisor, Physician or other OH role who are absent due to annual leave, illness, bereavement, etc must be covered by a competent replacement to ensure no gaps in the delivery of the OH service. Where OH Advisor or Physician services are provided off site, journey time should not exceed 30 minutes to the site.

#### **4.10 IT and web Based Secure Portal**

The supplier shall wherever possible maximise the use of technology and online solutions including the provision of an online, web-based, secure portal for referrals, case management, case status and updates, health screening / surveillance and Management Information. The portal will be appropriately branded which reflects STFC's branding guidelines. The OH Contract Manager in STFC must have visibility of the OH Physician and OH Advisor appointment calendars (without revealing confidential data).

The portal must be available to all relevant personnel within STFC. However, where relevant personnel do not have IT access, the supplier must be able to provide alternative methods of services access including the provision of paper based referral.

As a minimum the supplier shall ensure appointments are organised in staff calendars, currently through Microsoft Outlook.

- On-line referral system to be available at all times except agreed downtime for maintenance/updates as agreed with STFC;
- Planned IT downtime - essential downtime must be kept to a minimum within core operating hours (Availability - At least 98% of at all times);
- Unplanned IT downtime - service to be restored within 3 working hours of becoming unavailable. Where this is not possible a written explanation, action plan and timetable to be submitted and agreed with STFC; and
- IT unavailability in accordance with Business Impact Assessment not to exceed more than one working week. Early indication of the likely downtime together with a timetable and recovery plan to be agreed with STFC.

#### **4.11 Invoicing**

All monthly operational expenses must be pre-agreed with the STFC OH Contract Supervisor and demonstrated as cost effective. This would include: manpower costs, consumables, calibration of equipment costs, training costs, etc.

During the contract mobilisation stage there must be regular meetings held with the new supplier, STFC Contract Manager and existing contractor still in place. After commencement of the contract there should be regular meetings held with the STFC Contract Manager who would determine the content and frequency.

STFC will provide the accommodation and OH infrastructure to support the service. The

supplier will be responsible for calibrating and maintaining relevant equipment for example, noise testing, scales, etc.

#### **4.12 Risk Assessment and Clinical Waste**

Occupational Health teams working on STFC sites will follow the STFC's SHE Management system. (appendix E)

- As appropriate undertaking risk assessments for the work they undertake on and off STFC sites on behalf of the STFC (e.g. COSHH, manual handling); and
- Manage the safe storage of waste chemicals, sharps, blood contaminated dressings and other clinical waste etc. prior to managing appropriate disposal.

#### **4.13 Record-keeping, confidentiality etc.**

The Supplier will be expected to keep full records of their interactions with STFC's employees, communications with third parties and computerised data statistics, maintaining these records in a secure and confidential fashion. The supplier is expected to comply with the Data Protection Act and General Data Protection Regulations with regard to the management of STFC records for 'personal data' held by the supplier.

'Personal data' refers to any information that is related to any person including (but not limited to): first/given name; middle name(s); surname; address; date of birth; national insurance number and any type of medical record.

As a supplier to the UK Government, all supplier must have achieved accreditation to the UK Government [Cyber Essentials](#) (Appendix C) standard.

In addition compliance with [ISO: 27001](#) (Appendix D) is required or an equivalent standard, which would only be approved subject to discussion with the STFC Data Protection Officer.

STFC will carry out periodic audits of the supplier's data protection policies and procedures in respect to their management of STFC personal data throughout the lifetime of the contract. The supplier must comply with any reasonable requirements which STFC may make in respect of the personal data being held for STFC.

Any material variations to the storage arrangements that impact STFC personal data must be communicated in writing to STFC within 3 months and include: reasons for different format, type of format proposed and security measures to be implemented.

The supplier will notify the STFC Data Protection Officer within 3 months of any correspondence with the Information Commissioner's Office (ICO) in respect of (but not limited to) data security, data breaches, and sanctions relating to breaches of data protection law.

Please note that the above is subject to change in alignment with the new General Data Protection Regulations (GDPR) to be implemented in 2018

Records shall encompass past and present STFC employees and STFC employees of predecessor organisations for example CCLRC and UKAEA.

## **Optional Services for which costings are required**

### **4.14 Employee Health Screening**

STFC may require a programme of periodic staff health checks to all employees as follows:

- under 40 - every 5 years;
- 40-50 - every 3 years;
- 50-60 - every 2 years.

Individual employees will contact OH to make an appointment for their health check.

Health checks should include, but are not limited to spirometry, blood pressure, BMI, audiometry and blood sample based checks for cholesterol and blood sugar.

### **4.15 Physiotherapy**

STFC may require an on-site service for all four sites and also the cost of sending the staff member off site. This would work in practice through a self-referral to the supplier at all sites who will then determine the correct route. Either 6 treatments with contracted physiotherapist or for chronic cases, referral back through the GP/NHS route.

### **4.16 Flu Vaccinations**

STFC may require annual flu vaccinations at RAL, DL, SwO and UKATC. It would be preferable to have the vaccinations issued on each site so the take-up can be monitored.

### **4.17 Drug and Alcohol Testing**

STFC may require periodical drug and alcohol testing of staff at each location. It would be expected that the Occupational Health supplier will provide drug and alcohol testing within 5 working days of STFC making a request for the test. A screening test will be carried out as an initial indicator and results for both tests will be reported back to STFC at the time of testing and analysis issued to STFC once completed.

The Contract duration shall be for a period of one (1) year with the option to extend for a further Three (3) year 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 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 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
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Payment of tax or social security
Selection Part B	SEL 2.9	Self cleaning
Selection Part B	SEL 2.10	Cyber essentials
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	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.
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- 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 pass 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.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
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	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
	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 questionnaire 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.

## 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.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	PROJ1.1	Understanding and Delivery of the Services	55%
Quality	PROJ1.2	Contract and Account Management	5%
Quality	PROJ1.3	IT and Web Based Secure Portal	5%
Quality	PROJ1.4	Implementation Plan & Contract Mobilisation	5%

## Award Evaluation of criteria

### Non-Price elements

Each question will be judged 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 selection 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 judged 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: 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.

## 5.5. Evaluation process

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

<b>Stage</b>	<b>Summary of activity</b>
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 the Bid and Clarifications	<ul style="list-style-type: none"><li>• 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 criteria.</li></ul>
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.ukpbs.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.ukpbs.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 Occupational Health. 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 supplies and services or works Contract being procured under the OJEU Open Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for its exclusive use as provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 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 Following evaluation of the submitted Responses and approval of the outcome the Contracting Authority intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is the Contracting Authority’s [and any relevant Other Public Bodies intention to purchase the majority of its supplies and 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 supplies and services (including those similar to the supplies and services covered by this procurement) from any Supplier outside of this Contract..

- 7.1.10 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.
- 7.1.11 The supplies and services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> 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 access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> 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.
- 7.1.14 Bidders should read this document, RFx attachments, 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 supplies and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 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
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 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.
- 7.1.18 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement;
  - 7.1.18.2 an invitation to submit any Response in respect of this procurement;

- 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
- 7.1.18.4 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.
- 7.1.19 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 supplies and services for which Responses are invited.
- 7.1.20 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.
- 7.1.21 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.
- 7.1.22 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 may, 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

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [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 Crown Commercial Service, Telephone 0345 010 3503.

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:
- 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 the reason for the delay.
  - 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.

## **7.10. 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 supplies and 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 20 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 Emptoris or Crown Commercial Service 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 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 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
"Bidders"	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

<b>“Supplier”</b>	means the organisation awarded the Contract
<b>“supplies /services/works ”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>

Agenda for Occupational Health Contract Bidders Presentation and Tour

Wednesday 7th February 2018

11.30 - Arrive at Reception, Rutherford Appleton Laboratory

12.00 - Presentation by Graeme Finlan, Head of Safety, Health and Environment

12.45 - Tour of Central Laser Facility (CLF)

13.30 - Tour of ISIS neutron and muon source (ISIS)

14.00 - Visit to OH dept, R12

14.30 - Finish



## Protect your business against cyber threats

Nearly half of businesses reported a cyber breach or attack in the past 12 months.

Cyber criminals are after your money, your data and your intellectual property. If you haven't taken steps to protect yourself, take action now. It's easy to get good, basic protection in place with Cyber Essentials.



[Get Cyber Essentials](#)

Assess how cyber secure your business is by using our quick self-assessment questionnaire.

[Go to questionnaire](#)



Cyber attacks cost organisations like yours thousands of pounds and

cause lengthy periods of disruption. Do you have a plan for what you would do if your customer database was stolen, your website was forced offline, or you couldn't access your email or business-critical data?

Cyber criminals don't just attack banks and large companies - they target any organisation which isn't properly protected, even small businesses - like yours.

The majority of cyber attacks exploit basic weaknesses in your IT systems and software. Cyber Essentials shows you how to address those basics and prevent the most common attacks. The scheme is designed by Government to make it easy for you to protect yourself.

Get Cyber Essentials

### Why should I get Cyber Essentials?

Cyber Essentials helps prevent the vast majority of cyber attacks. Even a simple virus or piece of malware could result in loss of company and client data, disrupt your cashflow and take up staff time. An attack could also put off your customers, stop you trading and damage your hard-earned reputation. It could also be reported in the local media. Loss of data could breach the Data Protection Act and lead to fines or prosecution.

Having a Cyber Essentials badge will

- Protect your organisation against common cyber threats
- Show your customers you take this issue seriously
- Enable you to bid for Government contracts.

*Since October 2014 Cyber Essentials has been mandatory for suppliers of Government contracts which involve handling personal information and providing some ICT products and services. Holding a Cyber Essentials badge enables you to bid for these contracts. Find out more [here](#).*

Get Cyber Essentials

The Cyber Essentials badge allows your organisation to advertise that it meets a Government-endorsed standard.

There are two levels of badges that your organisation can apply for:



Cyber Essentials

Requires the organisation to complete a self-assessment questionnaire, with responses independently reviewed by an external certifying body.

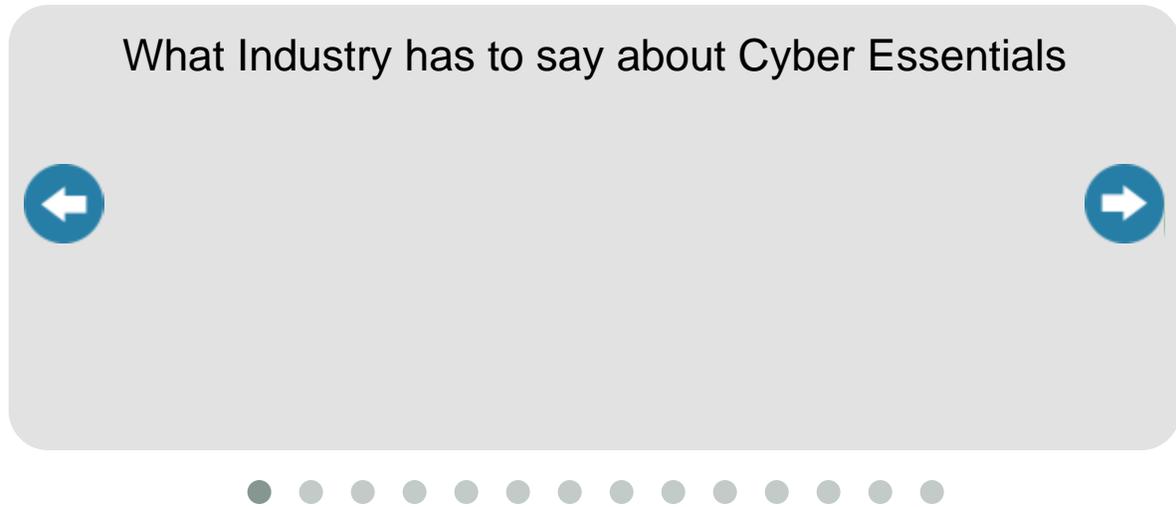


Cyber Essentials PLUS

This covers the same requirements as Cyber Essentials but tests of the systems are carried out by an external certifying body, using a range of tools and techniques.

The **Cyber Essentials documents** are FREE to download and any organisation can use them to put essential security controls in place. However, applying for a Cyber Essentials certificate will provide

independent assurance that you have the protections correctly in place. You will also be able to display the Cyber Essentials badge to demonstrate to customers, partners and clients that you take cyber security seriously - boosting reputations and providing a competitive selling point.



## Self-Assessment Questionnaire

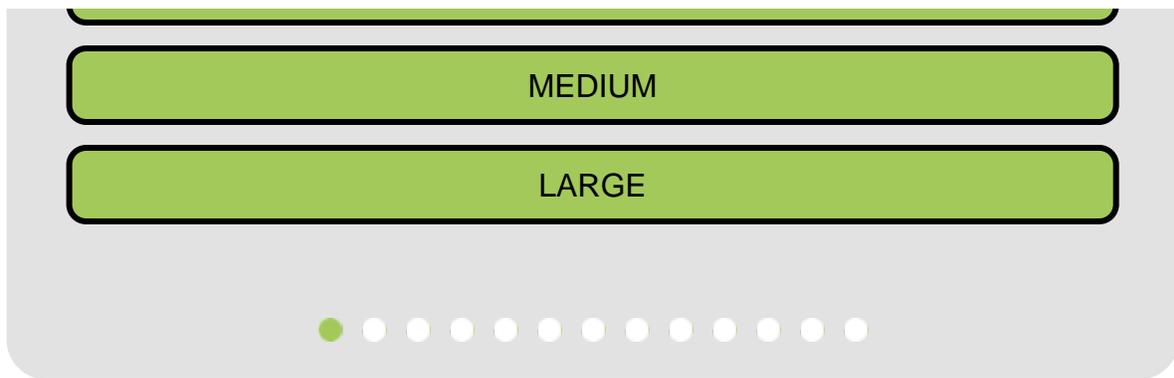
Cyber Essentials sets out five security controls to protect your organisation against the most common cyber threats. Take this quick test to get an idea of how you measure up. You can then decide whether to apply for one of the Cyber Essentials badges.

Question **1** of 13

What size is your business?

- Small (up to 50 employees)
- Medium (50 – 249 employees)
- Large (Over 250 employees)

**SMALL**



MEDIUM

LARGE

Please note this questionnaire is an example of the questions asked in the formal assessment for Cyber Essentials. It will not save your answers.

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Find out more about how to protect your business at

CYBER AWARE 

 HM Government

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# International Organization for Standardization

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## ISO/IEC 27000 family - Information security management systems

The ISO/IEC 27000 family of standards helps organizations keep information assets secure.

Using this family of standards will help your organization manage the security of assets such as financial information, intellectual property, employee details or information entrusted to you by third parties.

ISO/IEC 27001 is the best-known standard in the family providing requirements for an information security management system (ISMS).

There are more than a dozen standards in the 27000 family, you can see them [here](#).

### What is an ISMS?

An ISMS is a systematic approach to managing sensitive company information so that it remains secure. It includes people, processes and IT systems by applying a risk management process.

It can help small, medium and large businesses in any sector keep information assets secure.

#### [Management system standards](#)

Providing a model to follow when setting up and operating a management system, find out more about how MSS work and where they can be applied.

## Preview our standards

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## Certification to ISO/IEC 27001

Like other ISO management system standards, certification to ISO/IEC 27001 is possible but not obligatory. Some organizations choose to implement the standard in order to benefit from the best practice it contains while others decide they also want to get certified to reassure customers and clients that its recommendations have been followed. ISO does not perform certification.

Read more about [certification](#) to ISO's management system standards.

Many organizations around the world are certified to ISO/IEC 27001. To find out more, visit the [ISO Survey](#).

## The people behind ISO/IEC 27001

ISO/IEC 27001 was developed by the ISO/IEC joint technical committee JTC 1.



### ISO/IEC JTC 1

Find out more and get in contact here.

## Useful articles



### Information Security Management System auditors welcome ISO/IEC 27007 publication

By Barnaby Lewis

To continue providing us with the products and services that we expect, businesses will handle

increasingly large amounts of data. The security of this information is a major concern to consumers and companies alike fuelled by a number of high-profile cyberattacks.



## How to measure the effectiveness of information security

By Elizabeth Gasiorowski-Denis

You simply can't be too careful when it comes to information security. Protecting personal records and commercially sensitive information is critical. But how can you tell that your [ISO/IEC 27001](#) information security management system (ISMS) is making a difference? A new ISO/IEC International Standard can help you out.



## Are we safe in the Internet of Things?

By Maria Lazarte

Suppose a criminal were using your nanny cam to keep an eye on your house. Or your refrigerator sent out spam e-mails on your behalf to people you don't even know. Now imagine someone hacked into your toaster and got access to your entire network. As smart products proliferate with the Internet of Things, so do the risks of attack via this new connectivity. ISO standards can help make this emerging industry safer.

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