

Request for Proposal



Request for Proposal (RFP) on behalf of UK Space Agency

Subject: UK Space Business Support Programme

Sourcing Reference Number: CS20345

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

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

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

Privacy Statement

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

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

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

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

Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;
Names and contact details of employees proposed to be involved in delivery of the contract;
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All submissions in connection with this tender exercise will be retained for a period of (7) years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of (12) years from the date of contract expiry.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
0303 123 1113
casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 2 – About the Contracting Authority

UK Space Agency (UKSA)

The Agency is responsible for all strategic decisions on the UK civil space programme and we provide a clear, single voice for UK space ambitions. The UK Space Agency is at the heart of UK efforts to explore and benefit from space. The UK's thriving space sector contributes £9.1 billion a year to the UK economy and directly employs 28,900 with an average growth rate of almost 7.5%.

Collaboration lies at the core of the UK Space Agency ethos and applies across Government as well as to external organisations including European and global partners such as the European Space Agency (ESA), the European Union, national space agencies and the United Nations.

The Agency provides funding for a range of programmes via programmes such as the National Space Technology Programme and FP7 and works closely with national and international academic, education and community partners.

UK Space Agency achievements include:

- Implementing Government £10m National Space Technology Programme to support the development of UK technology and services/applications using space data. The first four flagship programmes totalled £6m, matched by £5m from industry.
- The Climate and Environmental Monitoring from Space facilities at the International Space Innovation Centre, supported by £400,000 funding, will make satellite data available to space businesses and institutions, particularly those which do not have the infrastructure to exploit Earth observation data.
- Chaired and led the International Charter 'Space and Major Disasters', to task Earth Observation satellites quickly to provide data following a major disaster

www.BEIS.gov.uk/ukspaceagency

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Space Agency Polaris House North Star Avenue Swindon SN2 1SZ
3.2.	Buyer	Sophie Mumford
3.3.	Buyer contact details	ProfessionalServices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	The budget range for this opportunity is £166,667.00 to a maximum of £333,333.00 excluding VAT.
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available here. 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.

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Friday 25 th September 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday 30 th September 2020
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Thursday 22 nd October 2020 11:00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Monday 26 th October 2020
3.10.	Closing date and time for Bidder to request RFP documents	Tuesday 3 rd November 2020 11:00
3.11.	Closing date and time for Bidder to submit their response (' the deadline ').	Tuesday 3 rd November 2020 14:00
3.12.	Clarifications (if required)	w/c 9 th November 2020
3.13.	Notification of proposed Contract award to unsuccessful bidders	Monday 30 th November 2020
3.14.	Anticipated Contract Award Date	Monday 14 th December 2020
3.15.	Commencement of Contract	Thursday 17 th December 2020
3.16.	Completion of Contract	Friday 30 th April 2021
3.17.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary

UK Space Agency (UKSA) wants to develop a world class programme of business support that will encourage new space start-ups and entrepreneurs, and to help growing space companies commercialise their products and services sooner and to give them the tools and experience they need to drive their own growth.

Uniting and levelling-up the economy is a key Government priority, as also reflected in the draft National Space Strategy and in UK Space Agency's (UKSA) vision for the UK to lead the new space age, with the benefits of space reaching everyone.

The breadth of space sector activities from high value manufacturing to user-centred applications makes space uniquely relevant across the whole of the country. However, space needs to be made more accessible, so companies and individuals recognise that there are relevant opportunities and can capitalise upon them.

UKSA wants to address this challenge by creating a coordinated UK-wide programme of networks / hubs delivering business support, knowledge exchange and regional engagement that support growth of the sector and make it more accessible to new industrial entrants.

In 2015 the UK Space Agency's ambition was to establish a network of support to growing space companies across the country. Subsequently UK Space Agency partnered with a number of existing business incubators to identify and provide support specifically to space start-up companies. Having achieved this, we now want to increase business support activity with a more coordinated approach and create a scalable business support programme that will enable Space companies to flourish across the UK.

Throughout 2019 we consulted with a wide range of stakeholders and the output from those consultations informed our plans for a scaled-up programme in 2020. The economic effects of Covid 19 has prompted us to include support and advice to help more companies recover, quicker from the challenges faced because of the worldwide pandemic and national lockdown.

We invite suggestions for innovative activities to deliver quality business support focussed and relevant to space companies.

1. Introduction

UK Space Agency (UKSA) is responsible for all strategic decisions on the UK civil space programme and provides a clear, single voice for UK space ambitions. UKSA is made up of about 250 staff based in Swindon, Westminster and Harwell, Oxfordshire and is an executive agency, sponsored by the Department for Business, Energy & Industrial Strategy (BEIS).

UK Space Agency's priority is for the UK to capture 10% of the global market for space by 2030, as set out in the Space Innovation and Growth Strategy and is working to continue to grow the UK space sector which is at the heart of the Industrial Strategy.

UKSA's priorities are aligned with the BEIS single departmental plan:

<https://www.gov.uk/government/publications/department-for-business-energy-and-industrial-strategy-single-departmental-plan/department-for-business-energy-and-industrial-strategy-single-departmental-plan-june-2019>

2. Aims

In 2015 the UK Space Agency's ambition was to establish a network of support to growing space companies across the country. Subsequently UK Space Agency partnered with a number of existing business incubators to identify and provide support specifically to space start-up companies.

Our aim is to provide support to Space businesses to give them the tools and experience they need to drive their own growth.

Our focus now is to increase business support activity and create a scalable business support programme that will enable Space companies to flourish across the UK, with a particular focus on those embedded within existing or emerging space clusters. To maximise regional economic growth and the stability of local space ecosystems it is therefore imperative that our programme identifies and supports companies throughout the UK.

Our main aim is to stimulate a vibrant regional community of growing Space companies and entrepreneurs, we co-invest in three regional Centres of Excellence in Satellite Applications through the Satellite Applications Catapult and have big ambitions to increase supported activity and ensure that initiatives are aligned.

We are also working with Local Enterprise Partnerships and Devolved Administrations to help to identify new opportunities and promote Agency initiatives regionally.

The UK Space Business Support Programme will be high profile and play a significant role in UKSA's contribution to Government objectives for the UK to be considered the best place in the world to start or scale a new Space business. As such, we want to engage a world class delivery partner to work with us to develop and deliver a focused package of targeted support to space companies to achieve economic growth, both regional and national, and to commercialise their products and services sooner and to encourage new space start-ups and entrepreneurs.

3. The Requirement

UKSA want to engage a knowledgeable, enthusiastic, dynamic partner or consortium to develop and deliver an attractive package of space focussed business support to be delivered throughout the remainder of 2020 up to March 2021.

This will be an interim programme and will focus on economic recovery from Covid-19, so we will be looking for an understanding of the issues that new or growing space companies will face as a result of this pandemic and in more general terms. We expect the successful supplier (henceforth referred to as our delivery partner) to be able to design and deliver material at pace and demonstrate the ability to devise content that adds most value to the companies themselves, the industry as a whole and the tax payer using resources in the most cost effective ways.

The successful supplier, our delivery partner, will be required to develop quality material, at pace, and professionally deploy this to support space companies in the context of economic recovery from and sustainability following the Covid-19 pandemic.

We will be looking for a delivery partner to design and deliver a core curriculum of business support offerings that are valuable to start-up and / or high-growth potential space businesses throughout the UK. We want to support as many viable space companies through these challenging times as we can. As such, we expect that the training material and advice provided will be relevant to every business no matter where they are situated, and tailored to specific regions where legislation/guidance may differ. We envisage a two-pronged approach - Broadcast and Direct support, with more details on each of these further below. Key performance expectations in the programme development phase will include:

- Develop two attractive packages of space focussed business support within 4 weeks of the contract start that will be delivered up to and no later than 31st March 2021.
- Develop quality material that adds value to the beneficiaries of that material

The Broadcast and Direct Support approaches should consist of topics that add most value. We envisage that the topics covered in the Broadcast and Direct Support approached will be similar although the Direct Support will be more detailed and made relevant to those participants. The Broadcast approach will be higher level, more advice and opportunities based and appropriate to large diverse audience.

Our research has led us to conclude the main areas of support currently most required can be grouped under three headings to form a core curriculum, however we are open to innovative suggestions to improve on these topics to maximise value and impact:

Business Planning for a Successful Space Company

- Access to customers and market research – who will buy products and services
- Supply Chain – where do they fit in and how to access
- Bringing products and services to market sooner
- Company business plan tailored to space companies

Funding a Space Company

- Access to funding private and grant
- Investment readiness
- Pitching – producing a perfect pitch
- Pitching – producing a perfect pitch pack

Regulatory Advice

- Licencing requirements, applications
- Spectrum requirements
- Customer contracts

Our vision of the programme is not set in stone, we are flexible and are open to suggestions for improvement to add extra value and impact and ensure small companies with growth potential are best equipped to grow out of the Covid crisis. Due to current social distancing regulations, delivery for both approaches will be via digital means this year so we will be looking for innovative delivery options with maximum impact.

In terms of development of the core curriculum, we expect the delivery partner to develop the material and deliver it as a UKSA branded product and as such UKSA will need to sign off the core curriculum material before it is delivered.

Support Package 1



Broadcast Approach – Our delivery partner will develop and deliver a series of digital workshops available to all with the objective of giving practical space industry focussed advice on topics such as regulatory requirements, access to finance, commercialisation, and markets. These sessions will be broadcast digitally and will provide an overview of the topic, a panel discussion, and a Q&A section. Sessions will be led by a subject matter expert facilitator and will include one or two relevant panel members.

In terms of the expected regularity of the Broadcast workshops, we are open to suggestions as to the number of workshops. Our initial thoughts are that a series of 8 -10 online workshops broadly covering a core curriculum seems to be appropriate. The overriding factor is that the workshops must have a demonstratable impact for participants. We envisage the workshops will be delivered as online webinars and expect that each webinar will attract audiences of approximately 150 participants from across the UK. The last webinar must be complete by 31st March 2021 at the very latest.

Our delivery partner will be responsible for scheduling sessions over the coming months, as well as marketing and publicising sessions, ensuring each session attracts the required level of interest and engages large audiences to add the most value. As a desirable element of this requirement, we would be interested to hear innovative ideas for how webinars may be followed up maybe with smaller syndicate or one to one discussion.

We require material to be delivered to the cohort in real time, by competent subject matter facilitators who can demonstrate that they are well versed in the core curriculum. Each broadcast will provide an overview of the topic, panel discussion and Q&A. Our delivery partner will be expected to propose ideas for content, the target audience and a strong narrative of the benefits and value of their ideas.

We expect the core curriculum offerings will be branded, marketed, and delivered as a UK Space Agency product and as such must adhere to the core values and vision of the Agency and any person acting in any capacity on behalf of the Agency must protect the status and reputation of it. As such, UKSA will require final sign off of material before it is delivered. We will expect broadcasts to be led by subject matter expert facilitators with one or two relevant panel members to facilitate discussion and Q&A, all to be identified and provided by our delivery partner.

We require our delivery partner to develop and implement a feedback mechanism on course content and a review after each offering is delivered with appropriate agreed amendments to ensure continuous improvement. We will be creating an advisory board who will help us to judge the content of offerings and will expect our delivery partner to comply with any recommendations from the advisory board.

A desirable requirement is for material in the form of a sound bite (or number of sound bites if appropriate) for each core curriculum offering to be produced and available for UKSA to publish / make available for general online public access. Such material may be incorporated

into other programmes e.g. a National Space Skills Institute training catalogue. The material will give some information or advice but primarily be used as a marketing tool for the programme. We expect that any material produced for general online viewing will be relevant and current for up to 12 months and will not require any updating in the meanwhile.

Support Package 2



Direct Support Approach – Our delivery partner will elaborate on the core curriculum topics developed for the Broadcast Approach to produce a concentrated package of direct support to 25-30 carefully selected space start-up companies with high growth potential in the remaining months up to the latest date of 31st March 2021.

We expect a core curriculum of support to be developed and a cohort of suitable companies recruited to receive support. This will be a more intense programme of support, also delivered electronically and in real time by competent subject matter expert(s)/facilitators and will work with companies on a blended approach of one to one sessions and smaller workshops. The Direct Support is intended to help companies find solutions to their individual business problems as well as delivering the agreed training, with the focus heavily on business resilience, sustainability and support to assess and access markets and supply chains.

Our preferred model will consist of the identification and recruitment of a cohort of 25-30 companies from across the UK to participate in an intensive programme of support that will focus on business resilience, commercialisation, and growth. This will be a joint responsibility between the delivery partner and UKSA – where our delivery partner will develop a strategy to market, identify and attract suitable companies to participate in the Direct Support. We want to encourage nationwide participation from a diverse range of space companies therefore UKSA will expect to be involved in the selection process of companies to benefit from the Direct Support programme.

We envisage that work will begin to recruit the cohort as soon as a delivery partner is contracted and for the programme to be delivered throughout the remainder of 2020 and ending no later than 31st March 2021.

Monitoring, Evaluation and Reporting

We will expect our delivery partner to positively impact the programme and add value to the participating companies. The delivery partner will be responsible for monitoring and reporting the impact of our interventions and support throughout the delivery of the programme including, but not limited to, the following areas:

- Ensuring material remains relevant and is of good quality
- Whether the programme is adding the intended value to participants.
- Reach and relevance of both support programmes, such as
 - Number of participants based in locales outside of London and the South East of England
 - Diversity of content, presentation material, panels etc

We expect this information will feed into a final report on the value of the overall programme, lessons learned, and recommendations for improvement in any future programme of a similar nature.

Throughout the contract we require our delivery partner to monitor and evaluate the requirement of new or growing space companies from a business support programme and how UKSA activities can best address these needs. UKSA wants to create a coordinated UK-wide programme of networks / hubs delivering business support, knowledge exchange and regional engagement that support growth of the sector and make it more accessible to new industrial entrants.

At the end of the programme (no later than 30th April 2021) our delivery partner will be required to produce a report outlining their findings of the value and impact of all of the business support activity undertaken for both support approaches. Evaluation should consider the value of the UKSA programme to companies, to the nationwide network of Space incubators and to academia and the Space industry. UKSA will facilitate access to the existing Business Support network and other identified key stakeholders as required. The final evaluation report should also recommend what additional or different modules, offerings or interventions would add more value in future programmes.

Additional Requirements

There will be opportunities to participate in appropriate UKSA events throughout the contract. This is not related to the service provision and will have no bearing on delivery of the programme.

We are keen to develop a bank of Space Mentors to engage with our programme and the companies supported by it. Our research has indicated that mentorship from partners or entrepreneurs who have been successful in their field offers valuable insights for growing companies. We therefore want to build space mentorship into our Direct Support programme. We anticipate that each company who successfully completes the Direct Support programme could be entitled to 5 hours mentoring with an appropriately matched Space Mentor. We are open to suggestions as to how this mentorship could be developed and managed and is therefore be a desirable element of the requirement.

This desirable element of the requirement would be a joint responsibility between our delivery partner and UKSA. We envisage that our delivery partner would identify the required mentoring with the individual companies on the Direct support programme. Our delivery partner will not be required to mentor the companies themselves, but it would be very welcomed if there are any existing relationships or partners that they could bring on board who could offer valuable space focussed mentorship. We envisage that mentoring would not be an additionally charged for service, but more of a corporate contribution from the individuals or Partners who provide mentorship. Any costings for mentorship including organisation, introduction etc. should be clearly included in the “additional requirements” tab of the price schedule.

As mentioned further above, a desirable requirement is for material in the form of a sound bite (or number of sound bites if appropriate) for each core curriculum offering to be produced and available for UKSA to publish / make available for general online public access. Such material may be incorporated into other programmes e.g. a National Space

Skills Institute training catalogue. The material will give some information or advice but primarily be used as a marketing tool for the programme. We expect that any material produced for general online viewing will be relevant and current for up to 12 months and will not require any updating in the meanwhile.

Any digital platforms and materials used throughout the delivery of this programme must be compliant to Government requirements including GDPR.

4. Scope

In Scope of Tender Mandatory core requirements	In Scope of Tender Desirable additional requirements	Out of Scope of Tender:
<ul style="list-style-type: none"> • Design a programme of business support with a focus on Space companies across the UK • Deliver two distinct programmes of business support. One to a broad audience focussed on recovery from Covid-19 economic challenges. The other intensive more detailed support to a cohort of suitable new or growing space companies • Source relevant (to space companies) subject matter experts to facilitate workshops and panel sessions • Support companies to assess and access space supply chains across the UK • Monitor, review and report the outcomes and successes of the programme • Support and participate in monitoring and evaluation activities to review the 	<ul style="list-style-type: none"> • Identifying mentorship needs and matching with appropriate space mentors. • Providing direct mentorship to companies, if the supplier has the appropriate skills to deliver • Provide access to offerings following delivery i.e. access to recorded material and additional live sessions. • Provide opportunities for one to one follow up discussions where valuable following Broadcast workshops 	<ul style="list-style-type: none"> • Tracking progress of the companies who participate in the programme after completion of the programme

<p>programme's effectiveness and shape future activities.</p> <ul style="list-style-type: none"> • Produce a final report 		
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5. Programme and Contract Management

We expect our delivery partner to demonstrate tangible programme and contract management that will assist in managing obligations in an effective manner. We will be looking for a dynamic, collaborative approach that saves time and effort and provides benefits in terms of business strategies and procedures.

We require our delivery partner to work harmoniously with the UKSA Business Support Programme team and partners and with an Advisory Board to ensure the enduring quality, relevance, and direction of the programme. We therefore expect our delivery partner to exude collaborative, innovative working practices and a hands-on approach to delivery.

On award of contract we will set up a project commencement meeting (or series of planning meetings) where the outline of development and delivery the programme will be agreed. KPI's will also be agreed and finalised upon project commencement. However, likely KPI's are outlined below:

- Maintaining agreed timescales for delivery and other milestones
- The number of attendees at each Broadcast webinar (approximately 150)
- The size of the direct support cohort (approximately 25-30)
- Location of companies in relation to our regional engagement and quality objectives
- Customer satisfaction (including gathering data to ensure quality and continuous improvement) of at least 80%

Our delivery partner will be required to develop a robust monitoring and review strategy in order to ensure the quality, impact and success of the programme.

We will expect update and deadline reports on progress at meetings not less than monthly to be initiated preferably by the supplier.

Payment schedules will be agreed and can be on milestones or on deliverables. Payment will only be made on receipt of a valid invoice and never in advance of delivery. We require the final invoice for the delivery of the programme to be submitted no later than Monday 22nd March 2020.

We will expect the supplier to demonstrate an ongoing transparent review process of the programme content in terms of relevance and value for money. We expect the ongoing review to account for continuous improvement, measuring and reporting on success, and obtaining feedback from all stakeholders. Stakeholder engagement is an important part of this process, in terms of keeping stakeholders engaged and attracting new partners wherever possible.

We invite suggestions where options for additional value not stated in the requirement can be provided by suppliers. This could include their connections with corporates, areas of

expertise or some other matter that would enhance the overall content of the proposed activity.

6. Anticipated Timetable for Programme Delivery

WC 14th Dec – Commencement meeting following contract finalisation

WC 11th January 2021– Core curriculum content agreed

WC 18th January 2021 – Schedule for Broadcasts published

WC 18th January 2021 - Call for cohort companies issued

By 6th February 2021– Direct Support programme recruited

WC 21st January 2021 – First broadcasts

Up to 26th March 2021– Broadcasts

February- March 2021 – Direct support programme delivery

WC 8th March 2021 - Initial programme evaluation

31st March 2021 – Final broadcast

March 2021 – UKSA Business Support Showcase

April 2021 – Final programme evaluation

30th April 2021 - Delivery of report

The Contract duration shall be for a period of approximately four (4) months from commencement of the Contract until 30th April 2021.

Terms and Conditions

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

Section 5 – Evaluation model

5.1. Introduction

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

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.
- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations

Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 8	SEL5.5	Health and Safety Policy
Section 8	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 8	SEL5.7	Breaching environmental legislation
Section 8	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 8	SEL5.9	Unlawful discrimination
Section 8	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 8	SEL 2.10	Cyber essentials
Section 8	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 8	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.4. 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	AW5.1	Maximum Budget
Price	AW5.3	Invoice Deadline
Quality	AW6.1	Compliance to the Mandatory Core Requirements of the Specification
Quality	AW6.2	Variable Bids
Quality	AW6.3	Delivery Deadlines
-	-	Request for Proposal response – received on time within the e-sourcing tool
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.

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

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	40%
Quality	PROJ1.1	Programme Development	14%
Quality	PROJ1.2	Programme Delivery	18%
Quality	PROJ1.3	Regional Engagement	14%

Quality	PROJ1.4	Programme and Contract Management	14%
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Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the 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 evaluated on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> RFP logged upon opening in alignment with UK SBS's procurement procedures. 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.
Compliance check	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> 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.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> 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.

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 using the e-sourcing tool is available at
<http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

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

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

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

7.2. Bidder conference

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

7.3. Confidentiality

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

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

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

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

USEFUL INFORMATION LINKS

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

7.4. Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

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

7.8. Preparation of a Response

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

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

7.9. Submission of Responses

7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.

7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).

7.9.3. Any extension to the RFP response period will apply to all Bidders.

7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.

7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.

7.9.6. The Response and any documents accompanying it must be in the English language

7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.

7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.

7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority

7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.

7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.

7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

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

7.11. Disclaimers

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

7.12. Collusive behaviour

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

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 2 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 14 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

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

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

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

7.18. Right to disqualify or reject

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

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

7.19. Right to cancel, clarify or vary the process

7.19.1. The Contracting Authority reserves the right to:

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

7.20. Notification of award

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

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

Appendix ‘A’ Glossary of Terms

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