

Invitation to Tender

Attachment 1 – About the Procurement

RM6355 Provision of Safeguarding Support for Covid-19 Inquiry

Contract Reference: CCZV23A01

**Contents**

[Welcome 3](#_heading=h.1y810tw)

[1. What you need to know 5](#_heading=h.1fob9te)

[2. The opportunity](#_heading=h.2et92p0) 7

[3. What a Contract is 7](#_heading=h.tyjcwt)

[4. Who can bid](#_heading=h.1t3h5sf) 9

[5. Timelines for the competition](#_heading=h.4d34og8) 9

[6. When and how to ask questions](#_heading=h.17dp8vu) 10

[7. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) 10](#_heading=h.26in1rg)

[8. Competition rules 1](#_heading=h.35nkun2)1

[9. How the Contract is structured 15](#_heading=h.z337ya)

[10. Additional information](#_heading=h.3j2qqm3) 18

# Welcome

We invite you to bid in this competition for the Provision of Safeguarding Support for Covid-19 Inquiry. Our Invitation to Tender (**ITT**) pack comes divided into two main parts:

**Attachment 1 - About the Procurement** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions, plus:

* the competition rules and obligations and rights between you and us
* how the contract works – what a Contract is and what’s in a Contract.

**Attachment 2 - How to Bid** – guidance on how to submit your bid, the selection and award stages, how we will assess your bid, what is the process at intention to award and the Contract award stage.

There are also additional attachments to the ITT pack.

These attachments are:

**Attachment 1a, 1b, 1c - Statement of Requirements** (Contract Schedule 2) – forms part of the Contract and sets out the scope of the requirement for each of the Lots.

**Attachment 2a** **Selection Questionnaire** – This is a copy of the electronic selection questionnaire you will find in the eSourcing Suite. You must complete the questions detailed in the electronic selection questionnaire online in the eSourcing Suite (qualification envelope). Please note, when viewing Attachment 2a, you should expand all of the cells to ensure you have viewed all of the evaluation guidance detailed. This is also visible in the eSourcing Suite.

**Attachment 2b Certificates of Technical and Professional Ability (COPTA) - Lots 1 and Lot 2.** You must get your customer to sign this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (Qualification Envelope). Each Lot has its own certificate requirement.

**Attachment 3** **Price Matrix** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing suite (commercial envelope).

**Attachment 4a** **Information and Declarations - Consortium** – if you are bidding as part of a consortium, each member of the consortium (other than the member completing the electronic selection questionnaire within the eSourcing Suite) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing suite (qualification envelope).

**Attachment 4b** **Information and Declarations – Key Subcontractors, Guarantor** – if you are relying upon a Key Subcontractor to fulfil any of the selection criteria set out at Part 3 of the Selection Questionnaire, you must get **each Key Subcontractor** to populate this attachment and provide part 1 and 2 declarations. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing suite (qualification envelope). If following FVRA assessment, we require you to nominate a guarantor, we will require your nominated guarantor to complete a copy of Attachment 4b. Please do not submit a copy of Attachment 4b on behalf of any proposed guarantor at the point of bid submission. We will communicate with you via the eSourcing Suite if this is required following FVRA assessment.

**Attachment 5 Financial Viability Risk Assessment (FVRA) Instructions** – for information only. It is important that you read this document before completing **Attachment 5a – Silver FVRA Tool**.

**Attachment 5a - Silver FVRA Tool**–you and each consortium member must complete this and then upload to the relevant questions in Part 5 Financial Risk in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope). Please read **Attachment 5 - Financial Viability Risk Assessment** **(FVRA) Instructions** before completing this document.

All Bidders- and consortium members must provide, in addition to their completed Attachment 5a - Silver FVRA Tool copies of:

* 1. their published accounts for the last 3 years (where available)
  2. parent company published accounts for the last 3 years
  3. ultimate parent published accounts for the last 3 years

In line with the instructions, any qualified accounts will receive additional scrutiny.

**Attachment 6** **Consortia Details** – Only required if you are bidding as a consortium. The consortium member that completes the electronic selection questionnaire (in the qualification envelope) on behalf of the consortium should complete this spreadsheet and attach to selection question 1.12.6 in the eSourcing Suite (qualification envelope).

**Attachment 7** **Key Subcontractor Details** – you should complete this spreadsheet if you intend to use Key Subcontractors in your bid and attach to selection question 1.14.1 in the eSourcing suite (qualification envelope)

**Attachment 8** **Frequently Asked Questions Procurement** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 9** **Contract Documents –** this folder forms the Contract and consists of:

o Mid-Tier\_-\_Core\_Terms\_v1.1

o Mid-Tier\_-\_Schedules; and

o Mid-Tier\_-\_Contract Award Form (CCS will populate this at Contract award)

Make sure you **read all the attachments, and the contract documents,** which can be found within the eSourcing suite. The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn’t clear, see paragraph 6. ‘When and how to ask questions’.

You must use our eSourcing suite, to submit your bid <https://crowncommercialservice.bravosolution.co.uk>

Please read the bidder guidance which can be found on the below link for help using our eSourcing suite and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

You can book for online training for the CCS eSourcing suite at: https://www.crowncommercial.gov.uk/esourcing-training

1. **What You Need to Know**
   1. Who is the ‘Authority’ and the ‘Agent’

The “Authority” means the Cabinet Office. Crown Commercial Service (CCS) are acting on their behalf, acting as their “Agent”.

* 1. What ’we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service.

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as Bidder.

We are a Central Purchasing Body that procures common goods and services for Buyers including Central Government departments and the wider public sector.

* 1. Who are ‘Buyers’?

In this case, the Buyer and the Authority are the same.

* 1. What is a ‘Lot’?

A Lot is a sub-division of the Deliverables which are the subject of this competition as described in the published Contract Notice.

* 1. What Do We Mean by ‘Deliverables’?

Deliverables are the goods and/or services that will be provided under this Contract Agreement as set out in Contract Schedule 2(Specification).

* 1. Who Are ‘Key Subcontractors’?

Key Subcontractors are defined within the Contract and are any other organisation other than you who under this Contract will:

* be relied on to deliver any of the Deliverables under this Contract in their entirety (or any part of them)
* provide the facilities or services necessary for the provision of the Deliverables (or any part of them)
* be responsible for the management, direction or control of the provision of the Deliverables (or any part of them).

Please note we do not require all subcontractors to be named in your bid, we only want to know about Key Subcontractors who directly contribute to your ability to provide the Deliverables under the Contract and any Call-Off contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you provide the Deliverables under the Contract.

* 1. What is the Difference Between a Bidder and Supplier?

Successful Bidders will become Suppliers.

* 1. The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations”) regulate how we procure. This means that we and you follow processes that are fair, transparent and equitable for all Bidders.

* 1. Government Security Classifications (GSC)

The [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications) (GSC) Policy came into force on 2 April 2014 and describes how HM Government classifies information assets to ensure they are appropriately protected. It applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business.

* 1. Public Procurement Note 01/22 Contracts with Suppliers from Russia or Belarus

In March 2022, the Government introduced its Public Procurement Note 01/22 ‘Contracts with suppliers from Russia or Belarus’ ([PPN 01/22](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus)) in response to the invasion of Ukraine by Russia, which was met with unprecedented global condemnation. The UK Government has introduced financial and investment sanctions aimed at encouraging Russia to cease actions which destabilise Ukraine. This PPN requires that Contracting Authorities, such as CCS, should consider how they can further cut ties with companies backed by the states of Russia and Belarus including declining to consider tenders.

CCS will therefore apply PPN 01/22 to all Bidders (and any subcontractors named in a tender). Unless exceptions in the PPN apply, CCS may:

1. exclude from this competition any tenders that are deemed from Bidders (or subcontractors) who are constituted or organised under the law of Russia or Belarus, or whose ‘Persons of Significant Control’ information states Russia or Belarus as the place of residency; or
2. request that a Bidder find a replacement subcontractor by a specified deadline before its tender can be included in this competition.
   1. CCS has contracted with a supplier to support CCS with its assessment of the Selection Criteria related to Bidders’ financial status. Consequently, we may share with our supplier Bidders’ responses to the selection questionnaire in respect of the Bidders’ financial status.
3. **The Opportunity**

## The Buyer intends to put in place three contracts for the provision of Emotional Support service for use by the Covid 19 Inquiry.

## The Buyer has pledged to be trauma-informed across all of its work. A trauma informed approach means seeking to reduce the risk of re-traumatisation to people who are engaging with the Inquiry. Emotional support is one of the key ways of reducing re-traumatisation by offering timely, sensitive, psychologically informed emotional support to people engaging with the Buyer's work.

## Emotional support is not counselling or therapy. The focus is on facilitating the person's engagement with the Inquiry, creating support plans, facilitating stabilisation, providing psychological containment and facilitating the person's journey through their engagement process.

## The Buyer intends to provide the offer of emotional support for everyone engaging with the Inquiry. This engagement will occur through three main routes:

## Public Hearings - People will engage with the Inquiry through public hearings, whether that be as a witness or a member of the public attending hearings

## Every Story Matters (ESM) - The Buyer will use its Listening Exercise, Every Story Matters to gather people’s experiences of the pandemic through online form submission, targeted research (whereby specific demographic groups are targeted to give opportunity to tell their story), commemoration activity and engagement events (events throughout the UK).

## Inquiry Staff - Buyer’s staff will be exposed to potentially distressing materials throughout the lifetime of the Inquiry.

1. **What a Contract is**

The Contract sets out terms that allow the buyer to make specific purchases during the life of the Contract. This competition is for a multi-supplier Contract.

If you are a successful Bidder, we will use the information you have provided in your bid, including your pricing to personalise your Contract. Each successful Bidder will have their own Contract, which will be signed by you and Buyer (Authority). The Contract will be managed by you and the Buyer.

The estimated value of the Contract is set out in the Contract notice published on Find A Tender Service (FTS).

1. How the Contract is Structured

The Contract will be established for 24 months with the option to extend the Contract for 2 separate periods of to 12 months, a maximum overall contract term of 4 years (2+1+1).

This Contract will have 3 Lots, the Lots are:

| Lot | Lot name and description |
| --- | --- |
| Lot 1 | Emotional Support for the UK Covid-19 Inquiry - Digital Offer |
| Lot 2 | Emotional support services for the UK Covid-19 Inquiry - F2F, video and telephone offer |
| Lot 3 | Emotional support services for the UK Covid-19 Inquiry - Staff support offer |

Bidders can bid for one or more Lots.

There are no constraints on the award of contracts, and therefore there are no restrictions on the number of Lots a Bidder can be awarded.

The number of Suppliers to be awarded a Contract for each Lot is:

| Lot | Number of Places |
| --- | --- |
| Lot 1 | 1 |
| Lot 2 | 1 |
| Lot 3 | 1 |

1. **Who Can Bid**

We are running this competition using the ‘open procedure’. This means that anyone can submit a bid in response to the published Contract Notice.

The Contract Notice can be found on Find a Tender (FTS).

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

* work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
* bid with named Key Subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

**However, you cannot bid as a single entity and as a consortium member in the same Lot.**

Bidders are permitted to bid as a single entity **OR** as a consortium member **AND** be a named Key Subcontractor in another bid in the same Lot.

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

1. **Timelines for the Competition**

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you if and when timelines change:

| Start Date (this is the date we submitted the Contract Notice to be published) | 07/09/2023 |
| --- | --- |
| Publication Date (this is the date the ITT pack will be published) | 07/09/2023 |
| Clarification Questions Deadline | 15:00 18/09/2023 |
| Deadline for our Responses to Clarification Questions | 22/09/2023 |
| Bid Submission Deadline | 15:00 09/10/2023 |
| Compliance | From the bid submission deadline through to Award of Contract Contracts |
| Issue of Intention to Award Notices to Successful and Unsuccessful Bidders | 08/01/2024 |
| End of Mandatory Standstill Period | midnight at the end of 18/01/2024 |
| Award of Contracts | 19/01/2024 |
| Contract Start Date | 19/01/2024 |

1. **When and How to Ask Questions**

We hope everything is clear after you have this ITT pack (including the attachments).

If you have any questions you need to ask them as soon as possible after the Contract Notice is published. This is because we have set a deadline for submitting questions - the Clarification Questions Deadline.

You need to send your questions to us through the eSourcing suite. This is the only way we can communicate with Bidders. Try to ensure your question is specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all Bidders.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the Contract but please do not attempt to ‘negotiate’ the terms. All Contract awards will be made under identical terms.

1. **Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)**

We don’t think TUPE will apply to **this Contract/s** because:

* the existing supplier of the services has confirmed that they do not consider TUPE to apply

Again, we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

You can see the provisions we make and the indemnities which will be given if TUPE is to apply under a Call-Off Contract in Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.

1. **Competition Rules**

We run our competitions so that they are fair and transparent for all Bidders. This section sets out the rules of this competition. It needs to be read together with the ITT pack.

* 1. What You Can Expect From Us

Subject to paragraph 1.10 of this document, we will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other Central Government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

* 1. What We Expect From You

You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, Key Subcontractors or advisors comply.

Your bid must remain valid for 180 days after the bid submission deadline.

You must submit your bid in English and through the eSourcing suite only.

* 1. Involvement in Multiple Bids

If you are connected with another bid for the same requirement or the same Lot, we may make further enquiries. For example, where you submit a bid:

* in your own name and as a Key Subcontractor and/or a member of a consortium connected with a separate bid
* in your own name which is similar to a separate bid from another Bidder within your group of companies. This is so we can be sure that your involvement does not cause:
* potential or actual conflicts of interest
* supplier capacity problems
* restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

* 1. Collusive Behaviour

**You must make sure** that your directors, employees, subcontractors, Key Subcontractors, advisors, companies within your group or members of your consortia do not:

* fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
* communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
* enter into any agreement or arrangement with any other Bidder, so that Bidder does not submit a bid
* share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
* offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

If you do breach paragraph 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion considers necessary to prevent or stop any collusive behaviour.

* 1. Contracting Arrangements

Only you or, as applicable, your Key Subcontractors (as set out in your bid) or consortium members can provide the Deliverables through the Contract.

* 1. Contracting Arrangements for Consortium

We may require a consortium to form a specific legal entity when signing a Contract.

Otherwise, each member will sign the Contract.

* 1. Bidder Conduct and Conflicts of Interest

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

* collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance.
* canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition.
* try to obtain information from any of our staff or advisors about another Bidder or bid.

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

* 1. Confidentiality and Freedom of Information

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

* submit a bid
* comply with a legal obligation.
  1. Publicity

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

* 1. Buyer Rights

The Buyer reserves the right to:

* waive or change the requirements of this ITT pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid. You MUST ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Contract(s) or Lot(s) as a result of the competition
* choose to award different Lots at different times
* make any changes to the timetable, structure or content of the competition
* accept bids submitted after the bid submission deadline
* carry out the evaluation stages (selection and award stages) of this procurement concurrently
* extend Lots by varying durations
* exclude you if:
  + you submit a non-compliant bid
  + your bid contains false or misleading information
  + you fail to respond to any clarifications from us
  + you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  + the change in the contracting arrangements would result in a breach of procurement law
  + for any other reason set out elsewhere in this ITT pack
  + for any reason set out in the Regulations
  1. Consequences of Misrepresentation

If a serious misrepresentation by you induces us to enter into a Contract with you, you may be:

* excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
* sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967
* If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).
  1. Bid Costs

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

* 1. Warnings and Disclaimers

We will not be liable:

* where parts of the ITT pack are not accurate, adequate or complete
* for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries.

This ITT pack is not a commitment by us to enter into a contract.

* 1. Intellectual Property Rights

The ITT pack remains our property. You must use the ITT pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

* run the competition
* comply with law and guidance
* carry out our business

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

* 1. Government Security Classifications (GSC)

You allow us to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the Government Security Classifications (GSC) classifications scheme.

1. **How the Contract is Structured**

The Mid-Tier Contract is made up of three key components:

* 1. **Core Terms**

These are the main legal terms for the Contract. The Core Terms contain the Buyer’s commercial terms and govern the supplier’s relationship with the Buyer at Contract level.

* 1. **Schedules**

The schedules are used with the Core Terms.

The table below describes the purpose of each of these schedules.

* 1. **Contract Award Form**

The Contract Award Form contains important details about the contents of the Contract. It lists all of the mandatory and optional schedules that have been selected to create the Contract.

This form is the basis of the contract between the Supplier and the Buyer. If you are awarded a Contract, the Contract Award Form will be prepared by us and personalised to you. We will use information you have submitted in your bid.

You must sign and return the Contract Award Form within 10 days of being asked. If you do not sign and return, the Buyer will withdraw the offer of a Contract.

Do not make any amendments to the Contract Award Form. If any amendments are required, please send a message via the eSourcing suite outlining the amendments required.

* 1. **The Contract Documents**

This table lists and briefly describes each contract document.

| Document title | What is it? |
| --- | --- |
| **Core Terms** | The main legal terms for the Contract. |
| **Contract Award Form** | Includes important information and contents of a Contract. |
| **Special Term 1 – Schedule 16 – Security Management** | The Buyer’s Security requirements are appended in Schedule 16 – Security Management |
| **Schedules** | Attachments to the Core Terms which contain important information about specific aspects of buying and selling. |
| **Schedule 1 (Definitions)** | What the capitalised terms in the documents mean and how to interpret the Contract. |
| **Schedule 2 (Specification)** | The Deliverables Buyer needs the Suppliers to provide. |
| **Schedule 3 (Charges)** | The price the Supplier can charge for Deliverables under the Contract. |
| **Schedule 4 (Tender)** | How the Supplier proposes to meet the requirements in the Specification. |
| **Schedule 5 (Commercially Sensitive Information)** | The only information about the Supplier Information that can’t be disclosed or reported to the public. |
| **Schedule 6 (Transparency Reports)** | The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements. |
| **Schedule 7 (Staff Transfer)** | How the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer. |
| **Schedule 8 (Implementation Plan and Testing)** | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements. |
| **Schedule 10 (Service Levels)** | The standards of service required by the Buyer and what happens when these are not met. |
| **Schedule 11 (Continuous Improvement)** | The requirement that the Supplier always improves how it delivers the Contract. |
| **Schedule 13 (Contract Management)** | How the Buyer and Supplier will manage the Contract. |
| **Schedule 14 (Business Continuity and Disaster Recovery)** | What the Supplier must do to make sure the Contract can still be delivered even if there’s an unexpected event. |
| **Schedule 20 (Processing Data)** | Details about the data processing the supplier is allowed to do. |
| **Schedule 21 (Variation Form)** | How the Supplier and the Buyer can make a change to an existing Contract. |
| **Schedule 22 (Insurance Requirements)** | The insurance a Supplier needs in case it breaches a Contract or is negligent. |
| **Schedule 25 (Rectification Plan)** | The process to follow if a supplier defaults a contract. |
| **Schedule 26 (Sustainability)** | Terms for Sustainability. |
| **Schedule 27 (Key Subcontractors)** | Restrictions on a Supplier switching the subcontractors working on the Contract. |
| **Schedule 28 (ICT Services)** | LOT 1 ONLY. Terms for the delivery of ICT Services. |
| **Schedule 29 (Key Supplier Staff)** | Restrictions on a Supplier changing staff that are crucial to deliver the Contract. |
| **Schedule 30 (Exit Management)** | What the Supplier needs to do at the end of a Contract to help the Buyer continue to deliver public services. |
| **Schedule 32 (Background Checks)** | Information on background checks required. |
| **Schedule 36 (Intellectual Property Rights)** | Terms for Intellectual Property Right) |

1. **Additional Information**
   1. In this section 10, “Procurement Regulations” means each of:

a) the Public Contracts Regulations 2015 (SI 2015/102);

b) the Concession Contracts Regulations 2016 (SI 2016/273);

c) the Utilities Contracts Regulations 2016 (SI 2016/274);

d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

e) the Remedies Directive (2007/66/EC);

f) Directive 2014/23/EU of the European Parliament and Council;

g) Directive 2014/24/EU of the European Parliament and Council;

h) Directive 2014/25/EU of the European Parliament and Council; and

i) Directive 2009/81/EC of the European Parliament and Council.