

Request for Proposal

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

Subject: Earth Observation Instrumentation Programme

Sourcing Reference Number: UKSAC22_0055

UK Shared Business Services Ltd (UK SBS)
www.uksbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

Our Customers

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

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

Privacy Statement

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

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

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

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

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 UK General Data Protection Regulation (UK 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

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

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)

Founded in 2010, the UK Space Agency delivers key elements of the Government's National Space Strategy.

We use our expertise to:

- catalyse investment, supporting projects that drive investment and generate contracts for the UK space sector
- deliver space capabilities and missions that meet public needs and advance our understanding of the Universe
- champion the power of space to inspire people and offer greener, smarter solutions for business, and to support a sustainable future

Together, this enables us to harness the power of space to benefit our people and our planet.

Our professional staff include scientists, engineers, commercial experts, project managers and policy officials.

We have a track record of delivery: our programmes have propelled British technology across the Solar System and realised world-first innovations in spacecraft design and satellite applications.

We have a powerful global voice, partnering with institutions across the world, including the European Space Agency.

We support a thriving space sector, which currently generates an income of £16.4 billion each year and employs 45,000 people across the country.

Investment, including private and public, from the UK and overseas, will enable the space sector to deliver important research, develop new technologies and market applications, and keep pace with other nations.

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

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Space Agency, Polaris House, Swindon, SN2 1SZ
3.2.	Buyer	John West
3.3.	Buyer contact details	commercial@ukspaceagency.gov.uk
3.4.	Estimated value of the Opportunity	£1m to £8m ex VAT
3.5.	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	10/10/2022
3.7.	Date RFP available to Bidders on Contracts Finder	10/10/2022
3.8.	Bidder conference (if relevant)	N/A
3.9.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	28/10/2022 11:00
3.10.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	04/11/2022 11:00
3.11.	Latest date and time for Bidder to request access to the RFP documents	14/11/2022 11.00
3.12.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	14/11/2022 11:00
3.13.	Anticipated notification of proposed Contract award to unsuccessful bidders	01/12/2022
3.14.	Anticipated Contract Award Date	11/12/2022
3.15.	Commencement of Contract	17/12/2022
3.16.	Completion of Contract	31/3/2028
3.17.	Bid Validity Period	90Days

Section 4 – Specification and about this Procurement

Earth Observation Instrumentation Programme (EOIP)

1. Introduction

Earth observation (EO) science is fundamental to humanity's understanding of our planet, its climate and natural processes. EO capabilities enable a wide range of public services, including meteorology, Earth imagery, climate monitoring, environmental management & agriculture, urban planning, and intelligence, surveillance & reconnaissance. These services are all underpinned by the instruments and technologies which enable satellites to gather data, which can take decades to design, build and mature.

In recognition of its strategic importance, Earth observation has been named in the 2022-2025 UKSA Corporate Plan as one of the UKSA's eight Priorities. The 2021 National Space Strategy pledges that we 'will strive to remain at the forefront of Earth observation technology and know-how'.

To build UK capability and develop the UK industrial/academic skill base, the UK Space Agency established the Earth Observation Instrumentation Programme (EOIP) in 2007. The programme has sought to develop UK capability in EO instrumentation by: providing and overseeing the delivery of match-funded grants; providing strategic, business and technical advice to project teams, the wider EO sector and UK government; and promoting close working relationships and knowledge transfer between the academic community and industry.

Since its inception, the programme has been delivered by the Centre for Earth Observation Instrumentation (CEOI), a consortium of EO experts consisting of Airbus DS, QinetiQ, University of Leicester and STFC/Rutherford Appleton Laboratory. The CEOI has run 14 funding calls to date, and has organised numerous events and workshops through a community building programme.

An evaluation of the latest phase of the programme concluded in May 2022 (available on request) and helped to successfully make the case for further programme funding.

2. Aims & Objectives

In line with our obligations to ensure value for money for the taxpayer, we are now looking to undertake a competitive retendering process to deliver the next phase of the programme. The next contract will provide continuity of the programme, whilst also providing an option to scale up the programme, should further funding become available as a result of ongoing National Space Strategy implementation planning.

The Requirement will entail assuming responsibility for a small number of ongoing projects, in addition to managing new funding calls, organising events, and providing expert advice to the UK Space Agency through the Added Value programme. Programme objectives are as follows:

- Stimulate the development of satellite Earth Observation instrumentation (Primary objective) for the duration of the current Spending Review period (until end-March 2025), through provision of grant funding alongside expert technical, PPM, commercial and business development advice, to fuel a pipeline of cutting-edge UK-based EO capabilities.
- Prepare the UK EO community to win global market opportunities, including those

resulting from CMin22 and from the implementation of the National Space Strategy over the current Spending Review period (until March 2025).

- Strengthen ties and increase knowledge exchange between the academic and industrial community, via incentivising collaboration and through hosting a series of community-building events in 2022, 2023 and 2024.
- Promote the capabilities, technologies, and achievements of the UK EO sector, by running two technology showcase events between January 2023 and March 2025, and through representing the UK EO sector in technical discussions in international settings if & when directed by the UKSA, including opportunities resulting from CMin22 and from the implementation of the National Space Strategy over the current Spending Review period (until March 2025).
- Provide neutral, expert advice on Earth Observation technologies and related UK capabilities to the UK Space Agency, to support planning for the implementation of the National Space Strategy over the current Spending Review period (until March 2025) and beyond, including potentially running a new EO Mission Capability Review, and in planning for CMin 2025.

The primary aim is to maintain and grow UK capability in Earth Observation instrumentation, strengthening the position of UK-led teams and promoting close working relationships and knowledge transfer between the academic community and industry. Applicants will have to demonstrate a strong knowledge of the domestic and international Earth Observation instrumentation sectors, with an ability to position the UK to exploit opportunities at European and international levels. The supplier will need to set out how they will interact and respond to ESA's Earth Observation Programme, and other technology development programmes.

The supplier will conduct themed and open calls under the guidance and direction of UKSA, or its nominated steering board, including letting, managing and delivering these calls on behalf of the UKSA. The UKSA has a requirement for a supplier to design and deliver a process on its behalf, which can be seen by the wider community as suitably independent and working to develop world-class EO instruments.

The process will be required to evaluate technology development in order to recommend and deliver funding solutions which will fill key instrument technology or capability gaps, in order to maximise mission exploitation opportunities and deliver on any emerging strategic priorities. The supplier will then award UKSA funds in a cost effective manner, managing them and delivering value for money in accordance with HMT Green Book Managing Public Money principles to an agreed timeframe.

This process must engage with as wide a cross section of the EO community as possible in order to develop, forge and strengthen the links between the academic community, SMEs and Industry. The supplier must set out how they would enable this to happen and the benefits they would bring to the process.

The UK Earth observation community is diverse, vibrant and works across a wide range of technologies targeted at a wide range of opportunities. The supplier must be able to encourage and support collaboration with and across all sectors. This must include understanding the priorities and pressures affecting newspace SME companies in order to nurture and sustain growth and healthy competition within the sector.

A regular and formal feedback mechanism into the UK Space Agency will be necessary to ensure that the public organisations who need to know the UK portfolio of technology and export markets and opportunities are given ample opportunity to do so.

The UKSA and CEOI intend to launch another call for proposals in October 2022, inviting proposals which the UKSA will retain until the EOIP management contract tender process has concluded. Once the new management contract begins, the proposals will be handed over for the supplier to begin the review process, before making recommendations to the Agency on which to fund, and then awarding contracts once the final decision has been made.

3. Background to the Requirement

Since 2007, the EOIP has operated via services contracts with the CEOI consortium of industry suppliers and universities. Building on previous success, the programme has been renewed several times, most recently in 2016, and in recent years the UKSA has allocated approximately £2M per annum for the technology funding programme. Since inception the programme has placed approximately £13M worth of Earth Observation instrument development grants, which has funded 66 different projects across a wide range of EO technologies, with most projects being delivered by academic/industrial partnerships.

Many recent UK successes in Earth Observation have been built upon CEOI-funded projects, including the ESA TRUTHS mission led by the UK, and high commendations for many UK concepts in recent ESA Earth Explorer calls. Case studies of some of the projects funded by CEOI to date are available on the CEOI website: <https://ceoi.ac.uk/technologies/ceoi-case-studies/> and at the end of the 2022 CEOI Evaluation.

In recognition of its strategic importance, Earth observation has been named in the 2022-2025 UKSA Corporate Plan as one of the UKSA's eight Priorities. The 2021 National Space Strategy pledges that we 'will strive to remain at the forefront of Earth observation technology and know-how'. National Space Strategy implementation planning is ongoing.

4. Scope

The primary focus of the programme is to organise technology funding calls, awarding grants and monitoring projects to ensure the best outcome for the UK. The programme will be driven and aligned with UK Space Agency and BEIS priorities to grow and provide support to the UK Earth Observation community, as part of the implementation of the National Space Strategy and the UK Space Innovation and Growth Strategy. The successful supplier will have strong technical skills and an overall strategic knowledge of the Earth observation landscape to be able to add value through providing feedback to the community and advice to the UK Space Agency.

The UK Space Agency shall ensure the financial and commercial viability of the EOIP programme through reports compiled by the supplier which shall contain a summary of project progress, financial summary of spend to date and forecast spend, risk and issue register, and any other information that the UK Space Agency requests in relation to the delivery of the programme and the projects thereof.

Where necessary, the Agency shall recommend re-scoping of the programme or, in extreme cases, termination of the programme, if it believes that the programme will not deliver the agreed outcomes and thus represents too high a risk both financially and reputationally for continued public support.

Bidders should set out how their programme will help work towards broadening the diversity and inclusion of the UK space sector.

The two main elements of the activity are as follows:

A: Technology Programme

Deliver a mechanism to launch and fund EO instrumentation development activities accessible to a wide selection of industry, academia and SME institutions. This should support a balance between scientific missions, operational institutional missions and those aimed at innovative commercial opportunities.

Design, sustain and grow cost effective satellite Earth Observation instrumentation through delivering challenging open and themed calls for ideas. This activity should always assess the likely ultimate market and ensure that project teams have access to advice on building business cases. The programme should always align with the UK's overall space policy and strategy.

In the context of this Technology Programme the Supplier will be expected to take on responsibility for technical project management, oversight, and monitoring of a small number of ongoing CEOI-funded projects which have commenced prior to the start of this contract, ensuring the continuation of the EO knowledge base and that the funds expended to date are not lost or duplicated.

The expectation is that £2m per annum will be made available for grant funding awards. Size, duration, structure and theme of projects will be decided by considering supplier advice alongside wider strategic priorities governmental strategic priorities.

B: Added Value Programme

The UK Space Agency shall provide oversight of Added Value activities to ensure that they align with Agency strategy; however, concept, design and delivery shall be implemented by the preferred supplier.

Maintain a strong working relationship with the European Space Agency, Innovate UK, the Satellite Applications Catapult and other bodies, in order to promote UK-based technologies and capability to help shape inform wider programmes, while identifying opportunities and priorities for the UK and feeding these back to the UKSA and wider government to help inform domestic policy.

Enable knowledge transfer and skills across a wide spectrum of UK academic, SME and industrial knowledge base as possible. This will be done through organisation of workshops and horizon scanning activities to engage, build and promote UK capabilities enabling young engineers, scientists and technologists to work with and learn from experienced colleagues across all sectors.

Carry out publicity events and conferences preparing and publishing articles for EO publications each year to communicate activities. The creation and management of a dedicated website to provide a one-stop-shop for the community and to keep stakeholders informed of activities not only past and present, but of future opportunities when they arise for technical and non-technical audiences. Preparation of press releases to publicise developments in UK EO instrumentation.

Strengthen ties throughout the UK EO instrumentation community taking into account the wider landscape of operational EO facilities and infrastructure in the UK and worldwide. Promoting knowledge exchange with non-space sectors through industrial workshops and technology showcases.

Understand current and future national and international exploitation opportunities and position the development programme such that UK led teams are in strong bid positions through engagement with ESA, the National Centre for Earth Observation (NCEO) Innovate UK, Sat Apps Catapult, and other bodies including EUMETSAT.

Ensure that the UK Space Agency is fully informed of activity and progress as per an agreed reporting timetable.

Provide neutral, expert advice on Earth Observation technologies and related UK capabilities to the UK Space Agency and BEIS on an ad-hoc basis, such as ahead of ESA Earth Observation Programme Board meetings.

Optional scale-up

It is possible that up to an additional £15m in grant funding will be made available for the Technology Programme as part of implementing the National Space Strategy. Implementation plans are currently being developed, and there are no guarantees of whether or not additional funding will be made available. We would therefore like to include an option in the contract that will enable the programme to quickly scale up if need be.

While we do not have certainty at this stage, we hope that we will know by the time the contract starts. Any additional funding would largely be allocated to spend in FY23/24 and FY24/25, with around 2/3rds backended to FY24/25, to allow time for the sector to allocate equivalent staff and financial resource.

The exact size and nature of grants awarded is to be confirmed, and we welcome advice and suggestions on how to deliver the best value for money should additional funding become available – though we anticipate that the bulk of the funding would be distributed in a relatively small number of large grant awards, typically around £2m-£3m but with the potential to go further should there be a compelling case to do so, taking more projects further up the TRL chain than would otherwise be possible.

Part of the funding would be allocated in the first half of the programme to delivering an Earth Observation Mission Capability Review, to assess the nature and readiness of EO mission concepts under development in the UK, to inform National Space Strategy implementation planning.

Some funding would also be allocated to setting out possible roadmaps for the next phase of the programme (i.e. beyond FY24/25), to inform strategic planning and help make the case for further funding.

5. Requirement

The Supplier shall manage the Earth Observation Technology Programme activity, which will include:

- Writing the Grant call documents for the grant funding calls in line with UKSA policy;
- Managing the submission of proposals through a supplier-managed website;
- Select and manage a transparent peer review process to identify successful proposals and placement of grants;
- Undertake all necessary Due Diligence for the award of Grants.
- Acquire UKSA sign off for proposals to be awarded grants
- Ensure grants are awarded in accordance with the UKSA Grant Policy (including subsidy control conditions)

- Manage the feedback mechanism to unsuccessful proposals;
- Award UK Space Agency funds in a cost effective manner, managing them and delivering value for money to an agreed timeframe.
- Provide strong and effective project oversight and leadership support from kick-off throughout the lifespan of the project - to support the development and progression of proposals to achieve success;
- Ensure that projects are closed when they reach their end-point.
- Provide Earth observation Instrumentation technical project management, oversight and monitoring to ensure maximum benefit.
- Take up management of a small number (<5) of on-going projects placed under the Current Contract;
- Capture and disseminate project outputs through call summary reports and review events;
- Capture and disseminate case studies and non-technical reports as required at the behest of the UKSA
- Maintain and deliver technology roadmaps and appropriate technology strategies to implement a long term vision of technology development in the context of UK industrial capabilities;
- Ensure that the UK Space Agency is fully informed of activity and progress as per an agreed reporting timetable.
- Agree and sign a Grant Funding Agreement with the UK Space Agency to enable the management of programme funds.
- The successful supplier would be responsible for ensuring grants are awarded in accordance with the UKSA Grant Policy (including subsidy control conditions)

The Supplier will deliver the following Added Value requirements:

- Undertake regular engagement with relevant bodies (ESA, Innovate UK, DSTL, NCEO etc) to promote technologies being supported under this programme, including annual discussions with ESA to exchange insights on technology development progress and potential upcoming opportunities.
- Organise at least two industry/academia/government science/technology workshops per year, bringing together subject matter experts and policy makers to strengthen sector ties and shape the development of government strategies.
- Undertake outreach activities to increase knowledge transfer across a broad spectrum of potential collaborators (i.e. academics, young engineers, etc).
- Collaborate with NCEO on organisation of an annual UK conference on Earth Observation.
- Provide updates to UKSA during progress meetings on delivery of Added Value engagement and report on future planned activities.

- Provide expert advice on Earth observation technology to UKSA through ad-hoc engagement with UKSA and attendance of UKSA's quarterly pre-PBEO meetings with industrial and academic stakeholders, as well as organisation of at least one industry consultation workshop per year
- Annual reporting on the status of the EOIP programme to UKSA's Earth Observation Advisory Committee (EOAC) or similar

The supplier and the UKSA will meet on a monthly basis to discuss progress and potential issues as they arise. A Management Board will meet quarterly for a more in-depth review of programme progress, at which the supplier will provide a profile of Grant funding required for the following quarter based on the predicted spend as project milestones are achieved. The Management Board will include representation from the Supplier and the UK Space Agency and will be responsible for the governance of the programme and ensure that the programme is delivered in a cost effective manner, to ensure the highest impact on UK EO instrumentation capability and international standing, aligning to the strategies of the UK Space Agency and wider Government.

The Supplier will submit written quarterly reports in conjunction with these quarterly progress meetings to the UK Space Agency to communicate progress, and attend meetings with the UK Space Agency as and when required. These reports will include updates on the previous quarter, including but not limited to:

- The status of the Technology Programme and all ongoing projects funded therein, including
- any major changes, progress, issues, and risks, and plans for upcoming funding calls as appropriate.
- The status of the Added Value programme, summarising meetings, events, social media activities that have taken place and future plans.
- The financial and contractual status of the EOIP programme

A separate monitoring and evaluation contract will be awarded alongside the EOIP contract, to gather evidence of the impact of the programme and help to make the case for further funding. The supplier will be expected to provide regular provide information to support this work as required.

High level quarterly UKSA reporting metrics are as follows:

- *Catalysing Investment*: Value (contract revenue and investment) in the UK space sector attributable to UKSA activity (North Star Metric)
- *Delivering Space Capabilities and Missions*: Confidence that UKSA programmes that aim to deliver capabilities / mission will realise their benefits
- *Championing Space*: Time spent participating in UKSA-supported activities that aim to champion space

UKSA EO-specific reporting metrics are as follows (frequency TBC but likely to also be quarterly):

- Target Value (contract revenue and investment) in the UK space sector attributable to UKSA activity.

- Average annual TRL improvement in for UKSA-supported projects
- Stabilisation in number of EO jobs and capability, or increase in diversity of organisations able to benefit from EO space technology
- Target number of hours participants spend in UKSA-supported activities

Reporting requirements may be subject to change if UKSA internal reporting processes are updated.

6. Timetable

In addition to informal monthly meetings between the supplier and the UKSA EO team, the Management Board will meet at Quarterly intervals to consider and approve future plans for the programme.

As aforementioned, the UKSA and CEOI intend to launch another call for proposals in October, inviting proposals which the UKSA will retain until the EOIP management contract tender process has concluded. Once the new management contract begins, the proposals will be transferred to the supplier to begin the review process, before making recommendations to the UKSA on which to fund, and then awarding contracts once the final decision has been made.

Immediate Technology Programme milestones:

- Saturday 17th Dec 2022 – EOIP contract begins
- Friday 23rd Dec 2022 – proposals handed over to the supplier to begin peer review
- Friday 24th Feb 2023 – recommendations provided for the UKSA to consider
- Friday 10th Mar 2023 – confirmation of successful projects

Projects awarded from this call will aim for completion before the end of the EOIP contract, i.e. end-March 2025.

Further Technology Programme and Added Value Programme milestones are TBC.

The Contract duration shall be for a period of 27.5 months with optional extensions of 12 months up to a maximum of three (3) additional years from commencement of the Contract.

Terms and Conditions

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

Section 5 – Evaluation model

5.1. Introduction

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

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Qualification Questionnaire 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
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.

Selection Evaluation of criteria

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

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

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

Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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

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

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

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

Example

Evaluator 1 scored your bid as 60
 Evaluator 2 scored your bid as 60
 Evaluator 3 scored your bid as 40
 Evaluator 4 scored your bid as 40
 Your final score will $(60+60+40+40) \div 4 = 50$

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

5.4. 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

Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid

Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW4.1	Compliance to the Contract Terms
Commercial	AW5.3	Firm and Fixed Price
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.

5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.4.4. Questions marked ‘for information only’ do not contribute to the scoring model.

Award Scoring criteria				
Evaluation Justification Statement In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.				
Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	30%	30%
Technical	PROJ1	Please explain how you would manage and deliver the requirements set out for the Technology Programme, including how you would manage risks and measure success.	70%	16%
Technical	PROJ2	Please explain the approach you would take to scaling up the programme, should additional funding become available.		5%
Technical	PROJ3	Please explain how you will work collaboratively with the UK Space Agency to proactively align the projects funded under the programme so they deliver against UK		5%

		Space Agency and wider Governmental strategic objectives.		
Technical	PROJ4	Please explain how you will utilize resource effectively to drive best value and ensure the successful delivery of projects funded under the Programme.		5%
Technical	PROJ5	Please demonstrate your understanding of current and future national and international exploitation opportunities relating to Earth Observation Instrumentation, and explain how you would position the programme to capitalise on those opportunities to maximise economic growth and societal value.		7%
Technical	PROJ7	Describe your proposed Management Structure, Governance and Leadership attributes to support the successful delivery of this programme, setting out the skillsets of the management team and how they will maintain appropriate neutrality from the commercial priorities of their parent organisation.		7%
Technical	PROJ8	Please explain your aims, methodology and management for the delivery of the requirements for the Added Value Programme.		5%
Technical	PROJ9	Please explain how you would enable knowledge transfer and skills across the wide spectrum of UK academic, SME and industrial knowledge base which should consider the Growth Agenda.		5%
	PROJ10	Given the scalability of the Added Value Programme, what do you consider to be the minimum activity required to achieve maximum knowledge and skills transfer with the academic, public sector and industrial communities?		5%
Technical	PROJ11	Social Value		10%

Award Evaluation of criteria

Non-Commercial Elements

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

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

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

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

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

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

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

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

Example

Evaluator 1 scored your bid as 60
 Evaluator 2 scored your bid as 60
 Evaluator 3 scored your bid as 40
 Evaluator 4 scored your bid as 40
 Your final score will $(60+60+40+40) \div 4 = 50$

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

procurement has been undertaken in a robust and transparent way.

Commercial Elements will be evaluated on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

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

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 UK SBS, the Contracting Authority or the eSourcing Portal 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 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 and / Award criteria.
Moderation	<ul style="list-style-type: none"> To review the outcomes of the Commercial review

meeting (if required to reach an award decision)	<ul style="list-style-type: none"> • To agree final scoring for each Bid, relative rankings of the Bids • To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> • the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> ○ Submission of insurance documents from the Bidder ○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder ○ Taking up of Bidder references from the Bidders Customers. • Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

6.1. Qualification / Selection Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

6.2. Technical and Commercial Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Earth Observation Instrumentation Programme. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 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 and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the Jaggaer eSourcing portal.

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

Phone 08000 698 632

Email customersupport@jaggaer.com

Call me back

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link:

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

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.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 Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/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 revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes

introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), 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 eSourcing tool to the designated UK SBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. 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 5 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 Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to 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 Jaggaer eSourcing portal they should use the contact details defined in [Section 3](#).

7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.

7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
 - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the Jaggaer eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses or any other time prior to accepting the offer of a Contract. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy 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 Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

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

DO:

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

7.21.11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.

7.21.12. Do check and recheck your Bid before dispatch.

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

DO NOT

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

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 Find a Tender and Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made 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
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies” or “OPB”	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(s)”	means the organisation(s) awarded the Contract

“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section [4] Specification
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