

Request for Proposal



Request for Proposal (RFP) on behalf of **Medical Research Council**

Subject **Project Management and Cost Management Services**

Sourcing reference number **UK SBS FM16158**

UK Shared Business Services Ltd (UK SBS)

www.uksbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
Registered Office North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF
VAT registration GB618 3673 25
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UKSBS
Shared Business Services

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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 our customers improve efficiency, generate savings and modernise.

It is our vision to become the leading provider for our customers 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 customers. 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 its customers, 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 Customers.

Our Customers who have access to our services and Contracts are detailed [here](#).

Section 2 – About Our Customer

Introduction

The Medical Research Council (MRC) (<http://www.mrc.ac.uk/>) improves human health through world-class medical research. We fund research across the biomedical spectrum, from fundamental lab-based science to clinical trials, and in all major disease areas. Our research has resulted in life-changing discoveries for over a hundred years.

We are a non-departmental public body funded through the government's science and research budget. We invest in research on behalf of the UK tax payer. Scientists apply for funding for their research and applications are reviewed by panels of independent experts.

To enable innovative science of the highest standard the facilities must be maintained and upgraded as required. This project is seeking to provide the MRC London Institute of Medical Science (LMS) with a new facility, which will serve it's science for the next 20-35 years.

2. Background Information MRC LMS

The MRC LMS aims to be at the forefront of innovative biomedical research and in partnership with Imperial College London and others, to promote the translation of its research for maximal benefit. The institute trains and mentors the next generation of clinical and non-clinical scientists and strives to enhance the public's interest, understanding and trust in science.

The MRC LMS (formerly the MRC Clinical Sciences Centre) is a core-funded MRC Institute. Located on the Imperial College Hammersmith Hospital campus, it has strong partnerships with Imperial's Faculty of Medicine, as well as with the Faculties of Engineering and Natural Sciences. This access to medicine, physics, chemistry and engineering affords the Institute superb support for delivering on its multidisciplinary remit to strengthen the interface between clinical and basic science. LMS is located in close proximity to Imperial's White City Campus development which will provide local access not only to academic chemists and engineers, but also to industrial collaborations and expertise in entrepreneurship and innovation. The first phase of Imperial West hosts space for spin-outs and more than 70

start-ups, while the Research & Translation Hub will contain research and incubator space for 1000 researchers alongside 50 spin-out companies, designed to accelerate the commercialisation of research. This exceptional environment underpins the worldleading fundamental and translational biomedical research at LMS and at Imperial College.

LMS pioneers the study of gene regulation and gene-environment interactions, capitalising on its unparalleled strengths in basic epigenetic mechanisms, physiology and metabolism, genomics and imaging, combined with bioinformatics, biostatistics and imaging. The Institute's strap line, "Genes in discovery, inheritance and health" summarises both its strengths and ambition. It reflects LMS's commitment to fundamental science, its application for understanding disease and its determination to use this knowledge to improve human health across generations. The Institute currently comprises c.35 investigator-led groups supported by eight research facilities.

At the most recent review by the MRC, the quality of the Institute's research and its proposals for the future were strongly endorsed, with research funding of £89.2M awarded for the period April 2016-March 2021. Among the institute's noted strengths were:

- world-leading research programmes and outstanding examples of strengths in epigenetics, genomics, metabolic homeostasis and cardiovascular disease;
- the establishment of a new, interdisciplinary Integrative Biology Section, bringing together computational and experimental expertise and showing a promising focus on single cells and molecules;
- involvement of leading international collaborators in the Institute's programmes; productive links with Imperial College, which promote and enhance interdisciplinary training and research;
- innovative clinical science training programmes, producing clinicians with a strong foundation in basic research; innovative basic science career pathways;
- and field-leading public engagement.

2.1. Institute's mission and organisation

The CSC aims to be at the forefront of innovative biomedical research and in partnership with Imperial College London and others, to promote the translation of its research for maximal benefit. The institute trains and mentors the next generation of clinical and non-clinical scientists and strives to enhance the public's interest, understanding and trust in science.

At Hammersmith Campus, the CSC based on a site, which contains two major teaching hospitals. It is therefore ideally placed to work with on-site partners to facilitate translational pull-through of its work. CSC scientists also exploit multidisciplinary opportunities with colleagues from Imperial College London combining biological sciences with other disciplines, in particular engineering, physics, mathematics and computer science.

At full strength, the CSC comprises over 35 research groups organised into the three research sections Epigenetics, Integrative Biology, Genes and Metabolism. The research groups are also part of the Institute of Clinical Sciences (ICS), which is a Department in the

Imperial College London Faculty of Medicine with the two divisions Imaging Sciences and Molecular Sciences.

2.2. The Institute's vision

Each of the MRC Units and Institutes undergo a strict review process, in which the scientific output of the last five years and the strategic plans for the future are reviewed by a panel of international specialists, who are leading in the field of the respective research. These Reviews (QQR) determine the future of the Unit/Institute and the relevant funding required.

The MRC Clinical Sciences Centre has consistently been very successful in these reviews, gaining approval for new science directions, additional research groups, new equipment, etc. In the recent QQR it was acknowledged that the Institute is in need of more presence and an improvement of facilities to cater for the future research needs.

One of these areas is the increasing contribution by and focus on the potential provided by new imaging equipment and the importance of bioinformatics. New types of imaging equipment (Super Imaging Microscopy, Cryo Electron Microscopes, etc.) have demands on the facilities, which the current laboratories cannot provide.

One of the most important aspects of this project is to provide facilities, which are flexible for future developments, change of science directions and opportunities for collaborations.

2.3. MRC CSC existing facilities, issues and opportunities

1.1. MRC CSC existing facilities, issues and opportunities

Figure 1 shows the facilities currently occupied by the MRC CSC. Some of these are new facilities. These are spread over the Hammersmith Campus and hence do not provide a HOME for the Institute.

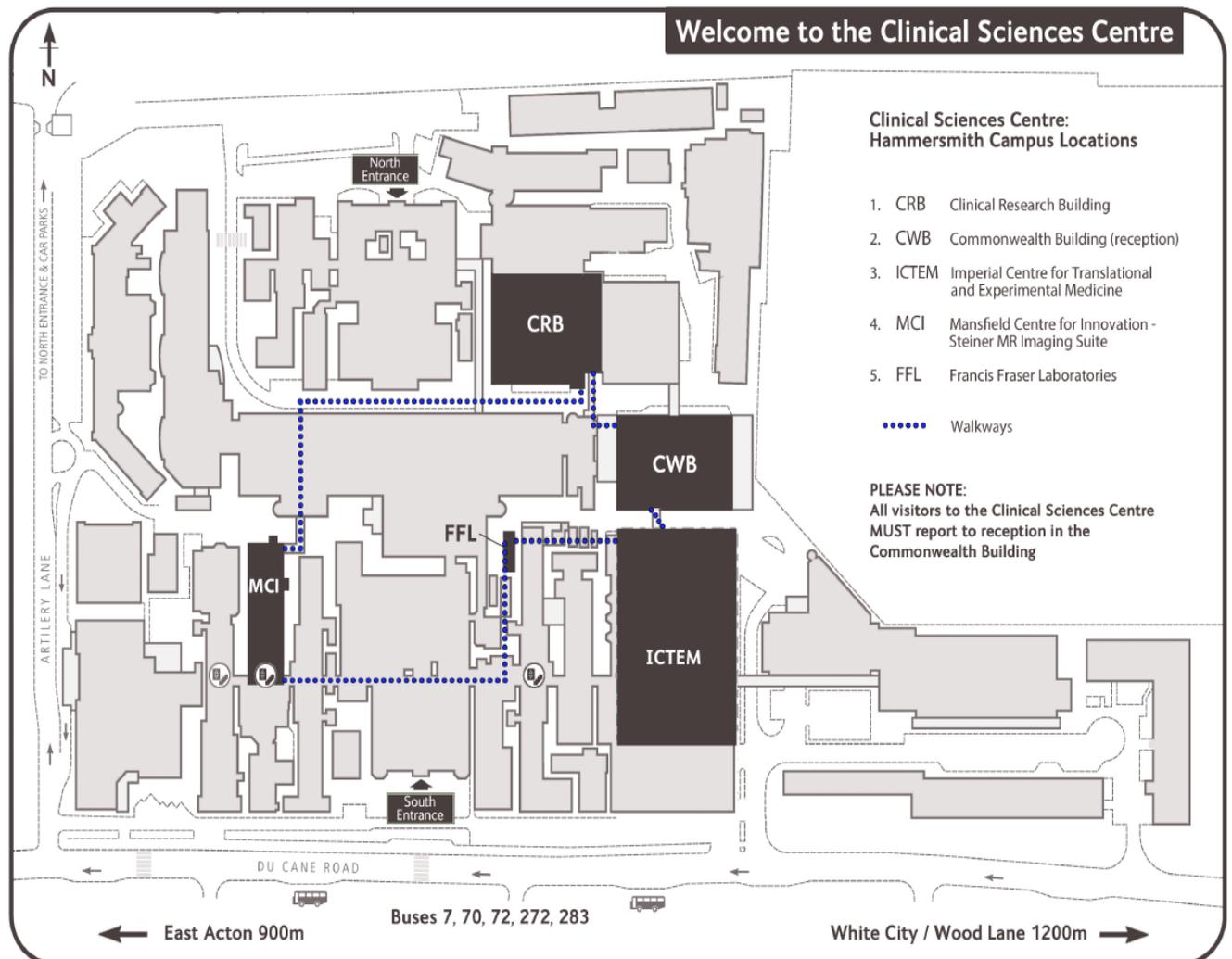


Figure 1 - Locations of CSC facilities at Hammersmith Campus

The Institute is currently located within 4 buildings on the Hammersmith Campus. The Clinical Research Building (CRB) forms the hub for the Epigenetics Section, as well as housing about half the groups from the Genes and Metabolism Section and the Integrative Biology Section.

The remainder of the Genes and Metabolism Section is housed on the second floor of the Imperial Centre for Translational and Experimental Medicine (ICTEM). Groups working on innovative imaging technologies are located within the Mansfield Centre for Innovation, which includes facilities for 1.5T and 3T MR imaging, as well as next generation microscopy (including PALM-STORM, SIM and STED). Administration and the main data centre are located in the Commonwealth Building (CWB). Imperial College's experimental animal facility (H1), which is critical for the work of many of the LMS research groups, is located on the lower floors of CRB.

Across the CSC, accommodation is now extremely cramped with no available space for expansion of activities or for hosting the innovative interdisciplinary collaborations which are increasingly important to the institute's ability to deliver. Furthermore, adoption of new technologies, particularly new imaging modalities, is critical to the Institute's long term success, but is currently inhibited not only by lack of space, but also by power constraints to several of the buildings and by lack of ground floor accommodation for vibration sensitive instruments. The CRB and Mansfield Centres are particularly problematic due to the age of the buildings and the infrastructure. Furthermore, access to modern experimental animal facilities is critical for approximately half of the research programmes at the CSC, but is currently severely hampered by a lack of space for modern procedure rooms within the existing H1 facility.

Procedure rooms, with adjacent facilities for long term holding, are critical for longitudinal metabolic, neurological and behavioural monitoring facilities as well as for state-of-the-art in vivo imaging equipment (photoacoustics, bioluminescence, ECHO-MRI, 2-photon microscopy etc). The some of the current facilities are aged and the areas struggle with sufficient air supply, cooling, etc. Insufficient flexible space to house modern technology, such as Super-Imaging Microscopes and Cryo-Electron Microscopes as well as lack of procedure room and facilities for longitudinal studies is holding the Institute back from delivering and developing their research to their full capability.

In 2012 the MRC undertook the decommissioning and demolition of the Cyclotron Building (see **Figure 2**). Building was raised to the ground (ground floor slab level) and is now available for re-development.

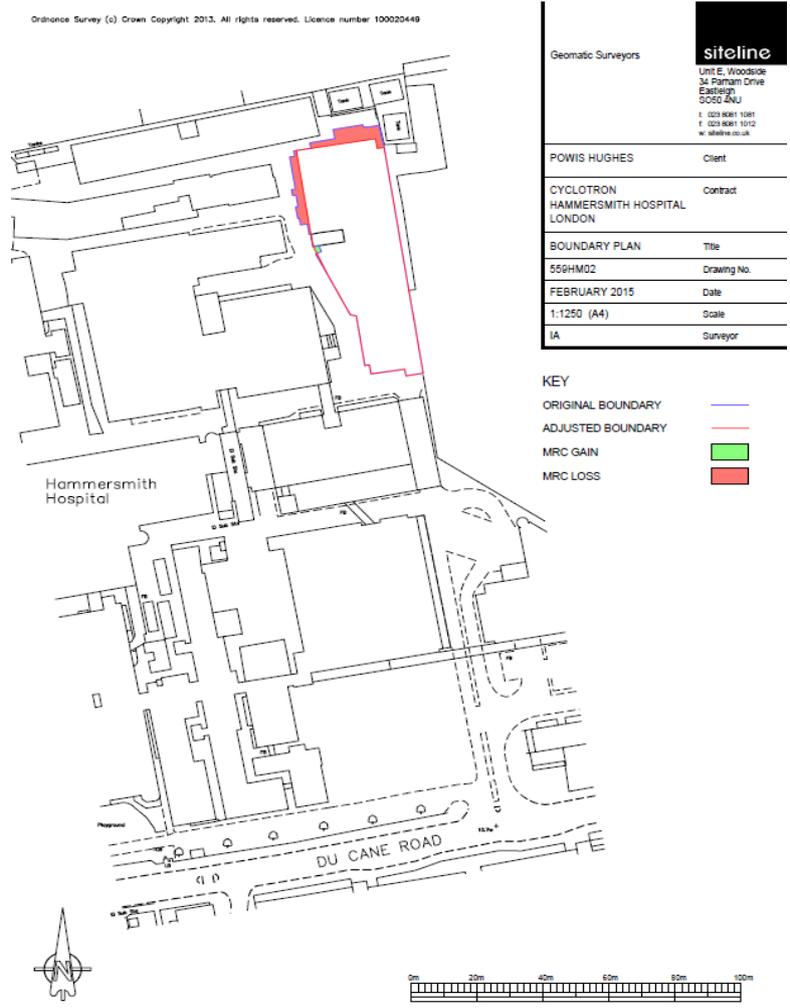


Figure 2 - Site outline Cyclotron Plot

The MRC has a remaining lease of 34 years for this site and is potentially seeking to undertake the negotiations with the Imperial College Healthcare Trust (ICHT) in order to use the opportunity for a new build which will cater for the institute’s future needs and provide the infrastructure required to maintain and increase its scientific impact.

Priorities for the institute include the provision of a fit for purpose experimental animal facility which will meet LMS’s future needs, and a new in vitro imaging centre, which will bring together the Institute’s existing imaging equipment and, crucially, provide additional high quality space for the incorporation of new state-of-the art imaging technologies such as cryo-EM.

The new building also provides an opportunity to consolidate LMS researchers, ideally within a single building, but certainly within fewer locations than at present, which will provide a more conducive environment for communication and collaboration across the institute. Release from leases/SLAs on existing space may provide for some “return” by saving of costs of the current estates set up. Provision within the new build of additional space to relieve the current cramped conditions in LMS and to provide flexible collaborative space for interactions with partner organisations, including with Imperial College, are also important considerations.

1.2. Partnership with Imperial College

Imperial College is one of the world's leading universities, consistently rated in the top ten. It is the only UK University to focus exclusively on science, technology, engineering, medicine and business and the only one to have had the application of its work to industry, commerce and healthcare central to its mission since its foundation.

Imperial has committed £25M to the new build, and is currently scoping options for use of the building, to determine the research discipline/s to be based there. One attractive possibility is to use the new build as part of an initiative to consolidate Imperial's substantial community of researchers working in Infections and Immunity onto the Hammersmith campus. This would offer new scientific opportunities, particularly in the areas of emerging infections and antimicrobial resistance, which have been recognized as critical research priorities for the MRC and the UK more generally.

Partnership with LMS provides an opportunity for the College to invest in new, state-of-the-art facilities on the Hammersmith campus, as well as the potential for subsequent redevelopment of space vacated by LMS. The new building will serve as a focus for interdisciplinary research involving academics and industrial partners across the Hammersmith and White City campuses. The shared occupation of the new development by LMS and Imperial provides new opportunities for collaboration and underlines the College's commitment to working in long term partnership with MRC and in particular LMS, to deliver a world leading programme of biomedical and translational research.

In the recent capital funding round the UK Government has ring-fenced £50m for the design and construction of a new laboratory facility for the MRC CSC including a long term solution for an appropriate provision for Central Biological Services. In combination with the potential contribution by ICL this project will have a value of approximately £75m, however the MRC and ICL are currently actively seeking additional funders to maximise the space and consequently the science that is to be taking place in the new facility.

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Medical Research Council 2 nd Floor, David Phillips Building Polaris House, North Star Avenue, Swindon, SN2 1FL
3.2	Buyer	Gavin Thurston
3.3	Buyer contact details	FMPProcurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	£1,000,000 to £1.5,000,000
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	12/09/2016
3.7	Date RFP available to Bidders	14/09/2016
3.8	Bidder conference (if relevant)	TBC
3.9	Latest date / time RFP clarifications should be received through Emptoris	11.10.2016 11:00

3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	13.10.2016 14:00
3.11	Closing date and time for Bidder to request RFP documents	18.10.2016 11.00
3.12	Closing date and time for Bidder to submit their response ('the deadline').	18.10.2016 11:00
3.13	Bidder presentations	24.10.2016 to the 28.10.2016
3.14	Bid Clarifications and / or site visits (if required)	19/10/2016 to the 28.10.2016
3.15	Notification of proposed Contract award to unsuccessful bidders	09.11.2016
3.16	Anticipated Contract Award Date	21.11.2016
3.17	Commencement of Contract	23.11.2016
3.18	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

2. Scope of this appointment

The scope of this appointment is separated into two distinct roles: Project Management and the Cost Management.

2.1. Project Governance

The Project is led and managed by the MRC Major Projects Department. The governance of the project has been established with the current stakeholders and is defined in the Terms of Reference of the project board and is structured as shown in **Figure 3**.

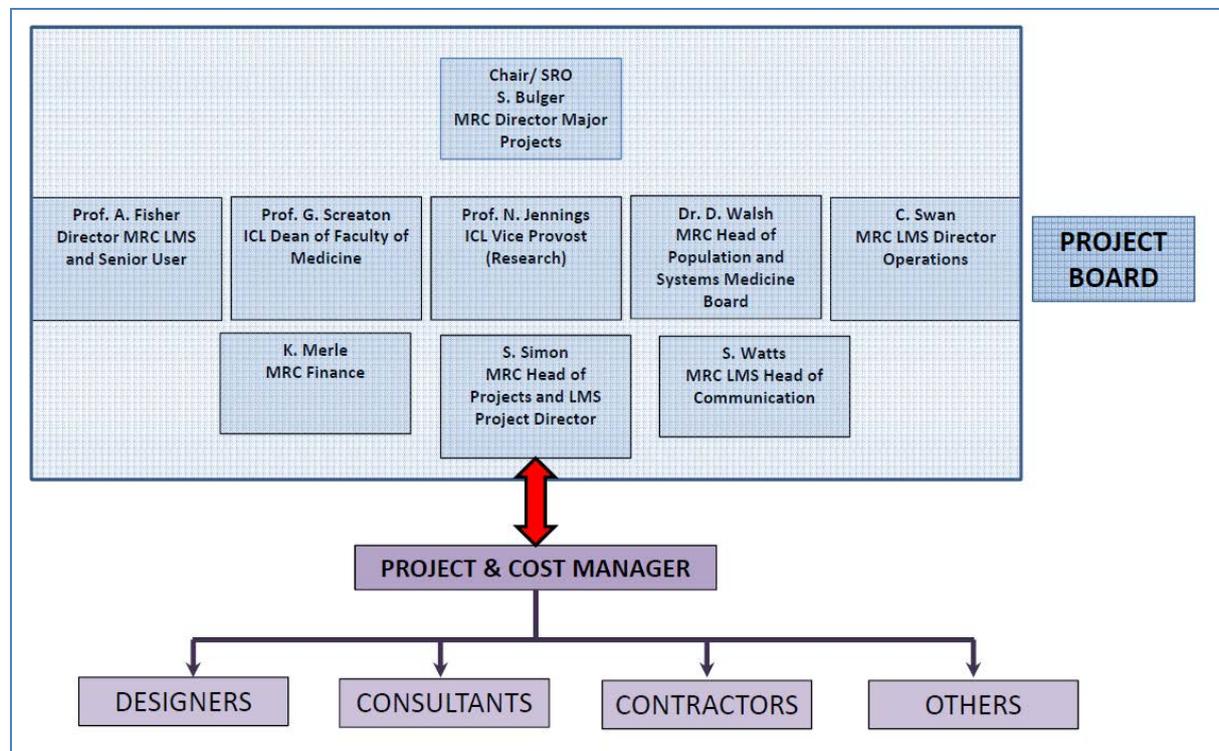


Figure 3 - Project Governance

The successful bidder will be liaising with and reporting to the Project Director and present reports or on specific agenda items to the Project Board. Minutes of the meetings will be prepared by the project manager.

All reports and documents are to be presented as MRC documents in the MRC corporate format, unless otherwise agreed.

All procurement exercises will need to go through the MRC procurement processes and require agreement from the Project Director and/or the Project Board (subject to value of the contract).

1.1. Generic

Upon appointment, the successful bidder will undertake the following tasks:

- Revise the Project Plan in view of the next phase of the project. This document is to be signed off by the Project Director and the Project Board.
- **Procurement for professional team:** Produce Tender documentation for the procurement of the design team. The Project Board is expected to consider a procurement strategy in the August/September Board meeting and will give directions as to what procurement model is to be pursued. The tender documents are to be signed off by the Project Director and the Project Board. Part of this work will require the communication and negotiation with the MRC procurement services (UK SBS). Together with the Project Director, evaluation criteria are to be established and evaluators identified. The successful Bidder will be responsible for the coordination of the evaluation efforts and produce an evaluation report for the Project Board to confirm.
- **Development of the Outline Business Case (OBC):** This business case is following the BEIS template and will need to provide information and details as required under the governments "Green Book". The successful bidder will be coordinating the required input from the Users (scientific and strategic case) as well as providing detailed input, such as calculations of NPV and programme and cost estimates, risk registers and so on. The OBC will need to receive approval from MRC Management Board, MRC Council and Department for Business, Energy & Industry Strategy before the project can progress. The successful bidder will be required to update and revise the document in view of the various feedback received from these board and relevant stakeholders (for example ICL).
- **Development of the Full Business Case (FBC):** Prior to the release of the majority of the funding a Full Business Case will need to be submitted and approved. This will build on the OBC, but provide more detail and include in particular more detailed cost and programme information. The tasks for the successful bidder are the same as for the OBC but with the focus on the requirements of the government "Green Book" for a FBC.
- **Generic Project Management Tasks:**
 - The successful bidder will be responsible to provide all necessary resource for the management and administration of the project.
 - The successful bidder will be responsible for taking over the development and maintenance of the risk register, reviewing mitigation actions and risk levels as the project develops.

- The successful bidder will be responsible to update and maintain the cost report, including all appointments that have been made, invoices received and paid.
- The successful bidder will be responsible to take over the progression of the efforts to procure power supply to the site. The MRC has appointed MG Partnership to review utility provisions for the site and start negotiations with utility provider to get 2000kVA to the site within the required time frame. The successful bidder will be responsible to manage that work-stream.
- The successful bidder will be required to establish a stakeholder list and analysis and ensure that relevant action is taken to maintain good relationships. This should be done in coordination with the MRC LMS Head of Communications (S. Watts) and the Communication plan developed (by MRC LMS).
- The successful bidder will be required to produce monthly progress reports in form of a dashboard and a short narrative (2 pages A4 max) to update the board members of the project progress. The content of the report is to be agreed with the Project Director.
- The successful bidder will be required to coordinate and minute all meetings relating to the project, including the Project Board meeting.
- The successful bidder will be responsible for document management. **All** documents will be required to be stored at Huddle (MRC shared web portal) and will be subject to internal and/or external audits.
- The successful bidder will be responsible for ensuring that the design development and construction of the project will comply with the BIM requirements, which are to be identified by the employer.
- It is likely, that the project will undergo Government Major Project Reviews (previously under OGC). The successful bidder will be responsible for the management and coordination of the meetings, interviews and required documentation in close communication with the Project Director.

1.2. Design Stages

The design development will be informed from the information that was collected and provided in the option appraisal (**Appendix A**) and follow the RIBA plan of works 2013.

The successful bidder will include, but not be exclusive to:

- Managing the design team by overseeing progress, attending and/or coordinating meetings with stakeholders, users, etc. This will include management of Requests for Information (RFI) and the relevant schedules and ensure that the appropriate person responds in the required time frame. The successful bidder will be responsible for holding progress meetings with the appointed design team review risk registers, information gathered and developed.
- The management of the design team includes any disciplines and specialist services, such as Planning advice and commissioning engineers.
- Ensuring that the progression of the design is in line with the established programme.
- Managing potential procurement processes for specialist advisors and/or specific surveys to be undertaken to progress the design.
- Liaising with the local ICHT team to enable surveys, gather information in relation to the requirements of the hospital operations (traffic, maintenance, access, etc.) and inform

the design development accordingly.

- The successful bidder will ensure that the design team will produce a design that is buildable, appropriate and flexible for the high standards of scientific research and compliant with LEED Gold level.
- Ensure that the relevant outputs of the various design stages, including RIBA stage report, are produced at the required time and quality, agreed/ signed off by the Users and/or Project Director/Project Board.
- The successful bidder will be responsible for implementing a rigorous change management process for the design phase, which ensures that the agreed requirements are delivered to and no scope creep is incurred.
- At all RIBA stages, the successful bidder will be required to review and verify the cost estimates produced by the design team for the relevant construction cost of the developed design information. The successful bidder will be responsible for ensuring that the design is developed within the given construction and design fee budget.
- The successful bidder will be required to ensure that the design development is based on the delivery of the requirements, whilst creating a design solution that allows an efficient construction process and easily maintainable facility with low operational costs.
- At key stages of the Project (RIBA 1, RIBA 3 and/or 4 and construction tender evaluation is the successful bidder required to provide a detailed whole life cost estimate for the facilities.
- If required, the successful bidder will be initiating Value Engineering workshops and reviews to ensure that the project keeps within the given budget.
- The successful bidder will be responsible for the contract management of all appointed designers and specialists. This will include the management of Early Warning notices, Instructions etc. within the agreed delegated authority. Outside the delegated authority the instructions require approval from the Project Director or Project Board.
- The successful bidder will be responsible for the appropriate management of risks. This may include holding risk workshops with all and/or selected stakeholders, ensuring that the design risks flow into the overall project risk register and are mitigated through the design solutions.
- The successful bidder will be responsible for ensuring that the CDMC responsibilities of the client (via principle designer) are discharged appropriately and that this is evidenced.
- The MRC is keen to follow soft landings principles and makes the successful bidder responsible for ensuring that facility management aspects are included in the design considerations.

1.3. Contractor Procurement and specialist contractors

The successful Bidder will be responsible to manage the procurement process for the Principle Contractor and or specialist contractors. Again, this will need to be undertaken in close liaison with the MRC Procurement arm (UK SBS).

Duties/Responsibilities for the successful bidder in this will include but not be exclusive as follows:

- Support the Project Director/Project Board in decision regarding contract form, which may include option appraisals, risk assessments and producing the contract details for inclusion in the tender documents.

- Overseeing the development, collection and sign off (by Project Director /Project Board) of the tender documents produced by the design team
- Produce a pricing schedule for the tender documentation
- Manage the RFI process during the procurement process, prepare the evaluation process, including the coordination of the evaluators, submission of the scoring, full analysis of the submitted pricing and insurance information as well as the potential contract queries.
- Provision of a comprehensive procurement report with procurement recommendation to the Project Director/Project Board
- Upon approval by the Project Board, the successful bidder will be responsible for ensuring that contract documentation is complete

1.1. Delivery

The successful bidder will be responsible for the management of the project. This will include all aspects of project management, contract administration and cost management.

The services will include but not be exclusive to the following:

- The bidder will be responsible to ensure that the project team, including designers, contractors, client participants and other stakeholders are working together and
- Day to day management of the contractor's works. This will include activities, such as holding progress meetings with the contractor(s) and designers, managing RFI processes, coordinating activities of contractor(s) with specialist (for example client side) contractors, etc.
- Management of change. The successful bidder will be required to manage change within the agreed process and authority ensuring that the project will deliver the established requirements, within the agreed budget and time frame.
- Undertake measures to establish quality benchmarking
- The successful bidder will hold the responsibility of contract administration on behalf of the MRC, however with an agreed level of authority for approval of change requests, assess early warning notices, extension of time claims, etc. as well as issuing notices under the contract or respond to notices.
- The successful bidder will be responsible for the management of the project budget, ensuring all relevant costs are captured and recorded. A monthly report is to be provided the contents and format of which are to be agreed with the Project Director, but will require as a minimum: predicted final costs, accruals/invoiced values, awarded contract values, issued instructions, received early warning notices and contingency tracking.
- The successful bidder will provide assessments of cost and time impacts on any proposed changes and/or early warning notices and any other potential cost and programme implications (for example project risks)
- As with the previous phases one key task is to ensure that the outputs of the relevant RIBA stage(s) are produced, reviewed and signed off by the client (Project director/Project Board).
- The successful bidder will be required to ensure that the soft landing approach is continued throughout the construction phase and with that will ensure that an appropriate commissioning strategy is developed, implemented and overseen.

- The successful bidder will also support the users in the preparation of the transition to the new facility.
- The successful bidder will be responsible for all handover activities, monitor witness testing, etc. and in the role of the contract administrator issue the practical completion certificate.
- The successful bidder will be responsible for ensuring that final account(s) are achieved within 3 months of practical completion and manage aspects of defect liability (retention release, etc).
- The successful bidder will be responsible for organising and managing the post occupancy evaluation process under the soft landing guidelines

3. Programme / Milestones

The project is has the following programme and milestones to achieve (subject to various approvals). Some of these may be due before appointment under this service can be made.

Task / Milestone	Start	End
Selection of preferred option(s)		23.08.2016
Strategic Business Case	24.08.2016	15.09.2016
Approvals OBC (MRC Management Board, MRC Council, BEIS)		30.11.2016
Preparation Tender documents for Design team	01.10.2016	15.11.2016
Procurement Strategy for Project Board Approval		14.11.2016
Tender for Design Team	14.11.2016	15.02.2017
RIBA 0 – 3 (including Planning permission)	15.02.2017	30.11.2017
Submission OUTLINE BUSINESS CASE (after RIBA 1)		30.04.2017
Submission FULL BUSINESS CASE *		30.11.2017
RIBA 4	01.12.2017	31.03.2018
RIBA 5 (Construction)	01.04.2018	30.08.2020
Transition (move & start of operations)	01.09.2020	31.12.2020

*Dependent on the approved procurement strategy.

The Project will undergo Gateway reviews at appropriate times during the above programme. The dates and scope of these reviews will be defined by the SRO and the Project Board.

4. Pricing

The Bidders are required to submit their cost proposal within the e-sourcing tool (Emptoris) as an Excel Spreadsheet the attachment is titled Appendix B - AW5.2 Pricing Schedule

5. Contract

The Professional Services Contract is contained within the Emptoris attachments section

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, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Bids

5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION questionnaire

5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part B	SEL 2.12	Cyber Essentials
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of

		environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	Reference(s)
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	SEL5.9	Please confirm, that your organisation has experience in developing Outline and Full Business Cases in accordance with the “Green Book” template for government approval. (INFORMATION ONLY)
Selection Part E	SEL6.0	Please confirm, that your organisation has experience in being responsible for the management of the design and delivery process of large laboratory facilities, including animal facilities.(INFORMATION ONLY)
Selection Part E	SEL6.1	Consent to security screening and potential dismissal of individuals
Selection Part E	FOI1.1	Freedom of information
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS 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 Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks

A statement that a particular requirement will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Requirement. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate – and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.

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/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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

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

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

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

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

5.3.5 during the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

5.4.1 The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
-	-	Request for Quotation response – received on time within the e-sourcing tool
<p>In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS 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.</p>		

5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.

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

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

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price – Fee Proposal	30%
Quality	PROJ 1.1	Project Execution Plan	20%
Quality	PROJ 1.2	Business Case “Green Book”	15%
Quality	PROJ 1.3	Quality and Budget Management	15%
Quality	PROJ 1.4	Interview/Presentation	10%

Quality	PROJ 1.5	Commissioning Planning	10%
Selection	PROJ1.6	Organisational structure, CVs for the key members involved.	Information Only
Selection	PROJ1.7	Proposed programme with linked fee draw down schedule	Information Only

Award Evaluation of criteria

Non-Price elements

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

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

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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

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

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

All questions will be scored based on the above mechanism. Please be aware that there

may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

Price elements will be judged on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

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 or the e-sourcing tool beyond

	the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> • Check all Mandatory requirements are acceptable to UK SBS. • Unacceptable Bids maybe subject to clarification by UK SBS or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> • Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> • Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none"> • UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

6.2 The Award questionnaires are located within the e-sourcing tool.

6.3 Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of Project Management and Cost Management Services. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for MRC for its exclusive use
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS 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. 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 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 UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS’s [and any relevant Other Public Bodies] 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. UK SBS 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..

- 7.1.10 UK SBS reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFX attachments. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS 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 UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.18.2 an invitation to submit any Response in respect of this procurement;

- 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
- 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS 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.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by UK SBS.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS 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 UK SBS 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 UK SBS reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

- 7.2.1 A Bidders' Conference may or may 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 UK SBS 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 may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves 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, UK SBS 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 UK SBS 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 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new

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

- 7.3.7 UK SBS 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.

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 may be required to disclose information submitted by the Bidder to the to UK SBS.
- 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, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS 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, UK SBS 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 UK SBS and the Bidder should not attempt to answer the request without first consulting with UK SBS.
- 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 UK SBS, and any contract entered into by UK SBS 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. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. UK SBS's Contact Details

7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or 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 UK SBS 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 UK SBS to reject a Response.

7.8.3 UK SBS 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 UK SBS or their advisers and representatives. Bidders should notify UK SBS 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 UK SBS 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 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS 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, 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 UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS 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 UK SBS 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 UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 4 Days of being called upon to do so by UK SBS 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 UK SBS shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).

7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS'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 UK SBS 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 UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS'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 UK SBS 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, UK SBS may modify the RFP by amendment. Any such amendment will be numbered and dated and

issued by UK SBS to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, UK SBS may, at its discretion, extend the time and/or date for receipt of Responses.

7.17. Modification and withdrawal

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

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

7.18. Right to disqualify or reject

7.18.1 UK SBS 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 UK SBS 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 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

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

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidders”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures goods/services 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 UK SBS and the Supplier following any award under the procurement
“Contracting Bodies”	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
“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 UK SBS for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except UK SBS
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by UK SBS and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Standard Goods /Services”	means any goods/services set out at within Section 4 Specification

