

# Request for Proposal



Request for Proposal (RFP) on behalf of **UK Research and Innovation (UKRI)**

Subject: **Water Treatment Works at LMB and ARES**

Sourcing Reference Number: **FM19094**

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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.uksbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### Medical Research Council (MRC)

MRC is at the forefront of scientific discover to improve human health. Their scientists tackle some of the greatest health problems facing humanity in the 21<sup>st</sup> century, from the rising tide of chronic diseases associated with ageing to the threats posed by rapidly mutating micro-organisms.

<https://mrc.ukri.org/>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	UK Research and Innovation, Polaris House, Swindon, SN2 1FF
3.2	Buyer	Jonathan Young
3.3	Buyer contact details	<a href="mailto:fmprocurement@uksbs.co.uk">fmprocurement@uksbs.co.uk</a>
3.4	Estimated value of the Opportunity	<p>£1,040,000 excluding VAT over the life of the contract including any possible extensions.</p> <p>This contract is being let as a 3-year fixed term with the option to extend for a further 1 + 1</p> <p>The annual estimated value of this contract has been calculated on the basis of:            £128,000.00 per annum base value            £80,000.00 per annum provisional allowance for remedial works, call out costs etc</p>
3.5	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <a href="#">here</a>. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b></p>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU	Monday 1 <sup>st</sup> April 2019
3.7	Date RFP available to Bidders	Thursday 4 <sup>th</sup> April 2019
3.8	<p>Site Tour</p> <p><b>We strongly recommend that due to the criticality of this requirement a tour of the site is undertaken to understand the full scope of work to be completed.</b></p>	<p><u>Tuesday 23<sup>rd</sup> April 2019</u> 09:00 – 12:30</p> <p><u>Thursday 25<sup>th</sup> April 2019</u> 9:00 – 12:30</p> <p><b>Please send a message via the e-sourcing portal stating which date/time you would like to attend giving 48 hours' notice</b></p> <p><b>Please ensure that you provide the names and vehicle registrations of those wishing to visit.</b></p>
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	Monday 13 <sup>th</sup> May 2019 11:00AM

3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	Tuesday 14 <sup>th</sup> May 2019
3.11	Closing date and time for Bidder to request RFP documents	Friday 24 <sup>th</sup> May 2019 10:00AM
3.12	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Friday 24 <sup>th</sup> May 2019 11:00AM
3.14	Notification of proposed Contract award to unsuccessful bidders	Monday 1 <sup>st</sup> July 2019
3.15	Anticipated Contract Award Date	Tuesday 16 <sup>th</sup> July 2019
3.16	Commencement of Contract	Wednesday 1 <sup>st</sup> January 2020
3.17	Contract Completion	Saturday 31 <sup>st</sup> December 2022 with option to extend for a further 1 (2023) + 1 (2024)
3.18	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

UK Shared Business Services (UK SBS), on behalf of UK Research and Innovation, wishes to establish a Contract for Water Treatment at the LMB and ARES facility in Cambridge.

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.

### **Background – The MRC Laboratory for Molecular Biology (LMB)**

The MRC Laboratory of Molecular Biology (LMB) is a world-class research laboratory, dedicated to understanding important biological processes at the molecular level with the goal of using this knowledge to tackle major problems in human health and disease.

The LMB is one of the birthplaces of modern molecular biology. Many techniques were pioneered at the laboratory, including DNA sequencing, methods for determining the three-dimensional structure of proteins and the development of monoclonal antibodies.

Over the years, the work of LMB scientists has attracted twelve Nobel prizes, many Royal Society awards and numerous other scientific honours.

The LMB building is a state of the art laboratory facility, which was completed in 2012, it has a floor area of 32,700m<sup>2</sup> (GIA) and accommodates over 800 staff. It has specialist research facilities with a highly complex engineering system to enable the ground-breaking science and allow flexibility to support future scientific developments.

To support the scientific requirement, the LMB building has a vast amount of plant room areas, located within the energy centre, plant towers and interstitial floors. Complexity of the design of the engineering systems was demonstrated during the commissioning of the building, which took over 18 months to completely balance the system adequately for use by the scientists. The systems are still undergoing post-occupancy evaluations to ensure that resilience and efficiency requirements are all appropriately in place.

The facility houses laboratories that require in-depth specialist knowledge of their critical requirements to ensure appropriate standards are maintained. Areas are subject to specific legislative regulations, such as the HSE requirements for Containment Level 2 and 3 Laboratories, the Home Office requirements for licensed areas [under the Animals (Scientific Procedures) Act] for animal holding and experimentation, and Environment Agency requirements for facilities employing the use of radioisotopes. In the case of the Animal facilities, if their environmental requirements cannot be maintained, the facilities would be closed by the Home Office.

These and other facilities, such as the laboratories containing the Krios electron microscopes, mass spectrometers and nuclear magnetic resonance equipment have very specific and stringent operational requirements including tightly controlled environmental conditions (temperature, humidity, pressure control, air change rates, lighting levels etc.) whilst needing to be kept free from sources of vibration, noise and electro-magnetic interference.

Such specialist laboratory areas are highly sensitive to any deviation from the established norm for their environment and changes can not only have devastating consequences for the research carried out, but for the safety of staff working in the vicinity of these rooms.

The LMB manages a separate animal facility (**ARES**) 6,715m<sup>2</sup> which is located on the Babraham Institute facility just outside of Cambridge. The ARES building is a successful fully automated animal facility that provides genetically modified mice and other rodent species for research at the LMB.

The whole building is operated under strict Home Office guidelines and has maintained an excellent working relationship with the Home Office based on an exceptional record of maintaining control of the building environment.

The MRC have determined that the ARES building's control systems represents a business-critical facility due to the risk to life safety and scientific operations should the systems not be well maintained and reactive repairs not be immediately addressed. It should be noted that the criticality of environmental controls at ARES is also governed by Home Office & HSE requirements and Government Legislation for both COSHH and the Animal (Scientific Protection) Act – ASPA.

LMB has highly trained technicians as part of the Estate's & Facilities team who have an intrinsic and detailed understanding of the environmental / scientific requirements of the Institute and the complex engineering systems of the ARES and LMB facilities.

Finally, it should be noted that the LMB also has a small off-site NMR (Nuclear Magnetic Resonance) facility, housed in the **MRS** building which is included for as part of the LMB's servicing requirement.

The combined service contracts to maintain the LMB and ARES facilities will be covered by 6 discrete supplier bundles as follows:

- 1) Access Control
- 2) Electrical
- 3) General Hard Services
- 4) External FM Services
- 5) Special Mechanical
- 6) Water

### **Scope of Service for the Water Services Bundle – LMB & ARES**

The Water Services Bundle maintenance service shall ensure that all maintainable assets, including software, non-fixed plant and equipment within the various premises (identified from the asset list [see Section 4] and supplemented where necessary by an initial site survey), are maintained to the required 'fit for function' performance level, meeting the manufacturer's and installer's recommendations (whilst taking account of any supplementary servicing needs that arise from the as-built environment) and to ensure strict compliance with all statutory/legal and mandatory obligations. Business continuity is imperative as numerous key scientific areas require 24/7 response within 4 hours to FM problems as failures of scientific experiments can put weeks / months of research in jeopardy.

#### **1. Legal Requirements**

Without prejudice to the generality of the foregoing the Contractor must observe, perform and comply with all the relevant provisions of the following together with any amendments thereto alongside all other statutory requirements that apply to building maintenance

operations and the tasks required to be undertaken to fulfil the scope of service:

- Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
- Management of Health and Safety at Work Regulations 1999 (MHSWR)
- Health and Safety at Work Act 1974 (HASAWA)
- The Control of Asbestos Regulations 2012
- Personal Protective Equipment (PPE) Regulations 1992
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Manual Handling Operations Regulations 1992
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)
- The Control of Noise at Work Regulations 2005
- Electricity at Work Regulations 1989
- Requirements for Electrical Installations: BS 7671:2018 - Requirements for Electrical Installations, IET Wiring Regulations (New 18th Edition) 2018
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Construction (Design & Management) Regulations 2015
- The Gas Safety (Installation & Use) Regulations 1998
- Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)
- The Environmental Protection Act 1990
- The Regulatory Reform (Fire Safety) Order 2005 (RRO)
- The Control of Legionella Bacteria in Water Systems ACOP & Guidance L8
- The Notifications of Cooling Towers and Evaporative Condensers Regulations 1992
- Pressure Systems Safety Regulations 2000 (PSSR)
- F-Gas Regulations 2015

**2. Definition of equipment / systems covered by the Water Services Contract:**

Equipment / systems covered

- Legionaries Control – Hot and Cold Water Services
- Boiler Water Treatment
- Water Softeners, and Tanks
- Chillers
- Secondary Chillers
- Closed circuit Water treatment
- RO water systems

**3. To Service & Maintain systems as defined above in accordance with:**

- a) Manufacturer’s recommendations as set out in the O&M schedules as a minimum or as required to meet the needs of the as-built environment.
- b) All relevant PPM requirements as stated in SFG 20 Maintenance Standards.
- c) Relevant BS EN Standards.
- d) Current Fire Regulations and all other applicable Legal Statutory Requirements.

**4. LMB Equipment listing – Asset Register & Service Visit Schedule**

CHW Plant & Systems - LMB		Location	Quantity	Frequency	In Month /s
Chilled Water	Process Chillers	Energy Centre Roof	3	Quarterly	Mar, Jun, Sep, Dec

		Plant Area			
Chilled Water	HVAC Chillers	Energy Centre Roof Plant Area	6	Quarterly	Mar, Jun, Sep, Dec
	<b>Domestic &amp; Laboratory Water Supply - LMB</b>				
Dom / Lab Water	Water Softener - Duplx Resin Bed Packaged	-1Z102 Pump Room (GSHP)	2	Twice a yr	Apr, Oct
Dom / Lab Water	Salt Saturator - 8 tonne capacity	-1Z102 Pump Room (GSHP)	1	Twice a yr	Jun, Dec
Dom / Lab Water	9500/140 duplex softener (Domestic)	-1Z102 Pump Room (GSHP)	1	Twice a yr	Apr, Oct
Dom / Lab Water	9500/140 duplex softener (Industrial)	-1Z102 Pump Room (GSHP)	1	Twice a yr	Apr, Oct
Dom / Lab Water	Salt saturator brine delivery system	-1Z102 Pump Room (GSHP)	1	Twice a yr	Jun, Dec
Dom / Lab Water	Self Clean Filter & UV Lamp (Domestic)	Basement Tank Room - 1N140	1	Yearly	Dec
Dom / Lab Water	Self Clean Filter & UV Lamp (Industrial)	Basement Tank Room - 1N140	1	Yearly	Dec
Boiler water treatment	Steam Boilers	Energy Centre Plant Room	1	Monthly	Monthly
RO Water	Lubron RO-System	Energy Centre Plant Room – steam area	1	Quarterly	Jan, Apr, Jul, Oct
RO Water	2 x Routine Service visits per year	Energy Centre Plant Room	N/A	Twice a yr	Jan, Jul
RO Water	2 x Intermediate Service visits per year	Energy Centre Plant Room	N/A	Twice a yr	Mar, Sep
RO Water	Pure Water systems - water	Energy Centre	2	Twice a yr	Mar, Sep

	softners	Plant Room			
RO Water	Pure Water systems - RO units	Energy Centre Plant Room	2	Twice a yr	Mar Sep
RO Water	2 x routine services water softeners	Energy Centre Plant Room	N/A	Twice a yr	May, Nov
RO Water	2 x Intermediate services/clean of RO unit	Energy Centre Plant Room	N/A	Twice a yr	Jun, Dec
RO Water	2 x Disinfections of softeners and RO unit	Energy Centre Plant Room	N/A	Twice a yr	Jun, Dec
RO Water	1 x Intermediate service/clean of CEDI unit	Energy Centre Plant Room	N/A	Yearly	Jun, Dec
Aquatics water	Aquatics skid	L2 (North East) Plant tower ground floor	1	Twice a yr	May, Nov
Aquatics water	Aquatics skid - Progard filter	L2 (North East) Plant tower ground floor	1	Bimonthly	Feb, Apr, Jun, Aug, Oct, Dec
Chilled Water	Chiller	MRS building	1	Quarterly	Mar, Jun, Sep, Dec
ENWA Water treatment	Service of ENWA closed circuit water treatment system	LMB building	1	Yearly	July
ENWA Water treatment	Assessment and cleaning of filtermedia bed. Refill of consumable reaction media (where refill depth greater than 10 cm, media consumption is considered excessive)	LMB building	1	Yearly	July
ENWA Water treatment	Summary water analysis report within 2 weeks	LMB building	1	Yearly	July

	of servicing				
<b>Legionnaires control LMB &amp; MRS</b>					
2 yearly formal risk assessment to comply with L8	Initial assessment must be completed prior to commencement of contract / works	LMB & MRS	1	Every 2 years	2020, 2022, 2024
Once per month carry out a water temperature audit of hot & cold services		LMB & MRS	All	Monthly	Monthly
Flushing of seldom-used outlets		LMB & MRS	All	As per Risk assessment	As per Risk assessment
Take 2 Legionella water samples per site to UKAS laboratory		LMB & MRS	2	Twice a year	May, Nov
Take 2 Microbiological water samples per site to UKAS laboratory		LMB & MRS	2	Twice a year	May, Nov
Take BSRIA samples (1 chemistry & 1 microbiological) from the Heating & Chilled systems per site			4	Yearly	July

#### Ares

<b>Legionnaires Control- Hot and Cold Water Services</b>					
<b>System Type</b>	<b>Item Type</b>	<b>Location</b>	<b>Quantity</b>	<b>Frequency</b>	<b>In months</b>
Legionnaires Control	<b>2 yearly formal risk assessment to comply with L8, initial assessment must be conducted prior to commencement of contract / works</b>	Site wide	<b>All</b>	<b>Every 2 years</b>	2020, 2022, 2024
Legionnaires Control	Water temperature audit of Hot and Cold Water Services	Site wide	<b>All</b>	Monthly	All
Legionnaires Control	Flushing of seldom-used outlets & showers	Site wide	<b>All</b>	As per the L8 Risk Assessment	Weekly
Legionnaires Control	Water tank inspection	Site wide	1	Yearly	

Legionnaires Control	Take BSRIA samples from the Heating & Chilled systems per site, One sample for chemistry and one for microbiological	Site wide	1	Yearly	July
Legionnaires Control	2 Legionella water samples per site to UKAS laboratory	Site wide	All	Twice a year	Apr Oct
Legionnaires Control	2 Microbiological water samples per site to UKAS laboratory	Site wide	All	Twice a year	Apr Oct
<b>Boiler water treatment</b>					
Boiler Treatment	Boiler Chemicals test reagents for normal operating use	Boiler house	All	Twice a month	All
Boiler Treatment	Check and evaluation of boiler feed water	Boiler house	All	Twice a month	All
Boiler Treatment	Monthly Service visit including reports and recommendations	Boiler house	All	Monthly	All
<b>Water Softeners and water storage tanks</b>					
Water softener	2910 Duplex Water Softeners	Boiler house	2	Twice a year	Mar Sep
Water softener	9000SE	Boiler house	1	Twice a year	Mar Sep
Water Storage Tanks	Clean & disinfect Storage Tanks	Boiler house	3	Yearly	July
<b>Chillers</b>					
Chillers	McQuay 2 x ALSE 392.3 XE ST chillers Ser No: 601393 / 1&2	Outside Energy Centre	2	4 monthly	Jan, May, Sep
<b>Secondary Chillers</b>					
Chillers	Airdale Chillers Liquid cooled condensers	Outside Energy Centre	2	Twice a year	Mar, Sep

<b>Water treatment filters</b>					
Water treatment filters	Enwa – closed circuit water treatment filters, EM 1260	Energy Centre	3	Twice a year	Jun

**5. Mobilisation**

During a period from three months before contract start date, by appointment, the site will be available to the contractor for additional surveys to familiarise themselves and their teams with the equipment, assets and systems that they will be responsible for maintaining through the duration of the contract.

Based upon the relevant maintenance requirements (as described in Section 4) and taking into account the MRC’s expected attendance programme as set out in Section 4, the appointed Service Contractor will supply a detailed planned maintenance schedule for review and approval by the Client at least one calendar month in advance of the contract start date.

The schedule should specifically highlight those attendances where statutory maintenance requirements will be completed and provide a breakdown of all the tasks that will be undertaken.

All relevant site-specific risk assessments and method statements must be issued for review by the Client during this mobilisation period.

**6. Operating hours**

The LMB facility is operational 24/7 365, but service support staff are only available on site between the core hours of 8am and 4pm (Mon-Fri). Consequently, all maintenance service visits must be undertaken within these core hours unless specific alternative arrangements have been agreed in advance with the Client. Service visits outside core hours would typically be acceptable to the Client if there was a business impact that could be reduced by maintenance activities being undertaken outside of these core periods.

The Ares facility is staffed from 8am to 3.45pm Mon-Fri only and all maintenance activities must be undertaken and completed within these periods.

Subcontractors attempting to gain access to the sites outside of these periods may be restricted from entering the sites by security personnel.

**7. Site Access**

All attendances for scheduled PPM works or remedial works must be confirmed to the Client via email no later than 5 working days prior to the planned attendance on site.

Details must be provided of the members of subcontracted staff who will be attending to undertake the work alongside any supplementary Risk Assessments or Method Statements that have not previously been issued (see point 8). This will allow Client checks to be completed in advance of the visit and to arrange clearance with LMB and Babraham Security teams.

Contractors must undergo a site-specific induction on their first visit to site and may be required to have periodic refresher inductions as deemed necessary by the Client.

For Ares, details will also need to be provided regarding whether contractors will require access to the main laboratory facility (the barrier) to undertake their duties as this will result in additional checks / clearances being required.

On the day of the service visit itself, as well as reporting to LMB or Ares Security/ Reception to arrange for inductions/visitor passes etc to be completed, it is imperative that contractors report to one of the MRC's Service Coordinators prior to any work being initiated to discuss the work methodology, arrange any required permits and to arrange a member of the E&F Team as liaison for any supervision or assistance required to ensure the works are appropriately managed and have minimal impact on the facilities' operations.

Once works are completed for the day, contractors must **not depart** without having discussed the progress or outcome of their visit with one of the MRC's Service Coordinators. Service Reports must be signed by a Service Coordinator or an MRC nominated deputy to ensure that key information about the servicing activities is transferred between contractor and Client at the earliest opportunity. As a consequence of this, it is reiterated that site supervision finishes at 4pm and good time must be allowed for service report sign off and discussions.

Reception and Security staff are not permitted to sign-off contractor service sheets on behalf of the MRC.

It should be noted that the MRC reserve the right to restrict unsupervised access to the facilities and undertake supplementary security screening checks if the MRC's security risk assessment deems it necessary.

## **8. Service Visits and Reports**

Service visits will be conducted in accordance with the frequency set-out in Section 4 above and to the programme agreed with the Client as part of the mobilisation activities.

Comprehensive Service visit reports detailing the activities conducted and any required remedial works must be issued (in PDF format) to the MRC within 2 working days of the site visit. All service reports must be dated and signed by the attending engineer and then counter-signed by an MRC Services Co-ordinator. The service reports must provide appropriate asset location information and IDs (Unique asset names, serial & model numbers etc.).

## **9. Emergency Call Outs**

SLA response times within 4 hours, 7 days a week

## **10. H&S Requirements**

As part of the contract, the contractor is required to introduce, implement and utilise all the necessary procedures, method statements, risk assessments and health and safety training to ensure that works are undertaken in a safe manner.

The Client will require the contractor to provide evidence of such compliance as appropriate during the contract period. As previously stated, as part of the mobilisation, site surveys should be undertaken to ensure that site specific method statements and risk assessments are generated that take account of all relevant site conditions. Risk assessments and method statements associated with the works should be issued to the Client to later than 48 hours prior to the works being undertaken. Where risk assessments and method statements are not provided in accordance with the above, works will not be permitted.

The Contractor must be aware that within the LMB, Ares and MRS buildings certain designated laboratories use materials that present chemical, biological and ionising radiation hazards. Access to these areas is not permitted unless under the strict supervision of LMB staff and potentially only after specialist supplementary inductions have been completed. Areas operating at ACDP Containment Level 2 / 3 or using ionising radiation are clearly signed on the outside of the laboratory.

### **11. Welfare Facilities**

Contractors shall have full use of MRC welfare facilities in the building through the duration of their site visit. Accessible toilets are available throughout the facilities and a restaurant facility is available on Level 4 of the LMB Building. Both Addenbrooke's and Babraham sites also have dedicated restaurants that serve a variety of hot and cold food. It is important to ensure that these facilities are not abused by the Contractor in any way; any dirty overalls or work-boots are to be removed / cleaned before using the canteen.

### **12. Site Restrictions**

Noise: Comply generally with BS 5228. Do not use pneumatic drills and other noisy appliances without consent of the MRC E&F Manager / Services Co-ordinator.

Do not use or permit employees to use radios or other electronic equipment at any time. General ISV's and plant spaces must be kept secure and locked on entry and locked on exit. Photography is not permitted other than for the specific requirements of fulfilling the contract duties.

Smoking is only permitted in designated external areas.

Contractors must wear appropriate visitor ID when on-site so that individuals can be identified by members of the Security team when working unsupervised in plant areas.

### **13. Materials and Goods**

All materials, consumables and goods used in the maintenance of the equipment/ assets must conform to any relevant BS:EN standards and must be of a quality standard no less than that currently used in the operation of the equipment, plant or system.

### **14. Workmanship**

It is implicit that all works must be carried out in a professional workmanlike manner by appropriately trained, competent personnel. The Client reserves the right to reject work that is considered to be defective. Working areas must be kept tidy and in good order. Any rubbish, litter or waste generated by the works must be appropriately disposed of prior to leaving the site.

### **15. Minimising Business Disruption**

The Contractor must take all the necessary precautions to avoid any disruption to the Client's business operations, including through noise control, whilst carrying out the works. Where PPM activities require shut-down of plant, particularly where they have a greater impact on overall system control, in order for the items to be appropriately maintained, this must be arranged through liaison with the Client's on-site supervisor and notification of this disruption must be provided in good time and in advance of the visit.

## **16. Energy Efficiency and Performance Optimisation**

Contractors are expected to highlight to the Client where items of plant are operating in an energy inefficient manner or outside of optimal performance specifications and suggest methodologies that could be used to increase the efficiency of operation.

## **17. Innovation**

MRC welcomes innovative ideas from its FM service providers, MRC Estates & Facilities are always striving to make improvements to our systems, processes, PPM schedules, methodologies and will listen to any suggestions made for possible improvements. The MRC Laboratory of Molecular Biology is a world-class research laboratory that continues to seek continuous improvement not only in Science but also in FM operational effectiveness.

## **18. Warranties**

All contractors supplied new or replacement parts and remedial works should be warranted for 12 months from the period of installation.

## **19. Billing**

The Client expects prompt issue of invoices in accordance with payment schedules (25% of the contract value to be invoiced in Feb/May/Aug/Nov) or any remedial works that have been undertaken.

Works that are invoiced prior to works are completed will not be paid and will go “on hold”. Due to the nature of the procurement system that is used by the MRC, invoices that are “on-hold” actually prevent any further invoices from being paid so it is important that this requirement is adhered to.

## **20. Contract Meetings**

The contractor should allow for quarterly contract review meetings by Senior management staff as part of their duties to the Client. These review meetings will allow a performance review to be undertaken taking into account performance against agreed KPIs and for any specific issues that arise as part of contract delivery to be discussed and resolved.

At a yearly review meeting, the costs of remedial works undertaken against the value of the plant assets should be presented so that the costs for maintaining key assets can be reviewed. This review would seek to determine whether any potential changes to planned preventative maintenance strategies would have cost or performance benefits.

## **21. Equipment**

Any equipment / tools / steps / lifting equipment etc., required by the Contractor to undertake the works, must be deemed “safe and appropriate for use” and comply with the relevant legal requirements.

## **22. Spares**

Prior to contract start-on-site, the Contractor is required to provide the Client with a list of recommended “on-site” spares that should be held by the Client for the assets covered under the service contract. Further to this, the Contractor must then attend site and, in conjunction with the Client, review the available on-site spares to generate a spares inventory list, identifying any shortfall in suggested spares items. A quote should then be

generated for any additional items that may be required so that these can be made available on site prior to contract start.

### **23. Environment and Sustainability**

Where possible and where there is no detrimental effect on material performance Contractor's should use environmentally friendly products and consumables. Unless specifically agreed with the MRC, Contractors are responsible for the correct disposal of waste generated as part of the works / attendances. All waste should be appropriately disposed of in line with current waste legislation.

### **24. KPI's**

The Contractor warrants that the specification as described above shall be met through the delivery of the contract. In order to assist in the monitoring of contractor performance against the contract specification, the following "key performance indicators" (KPIs) will be objectively measured by the Client to provide an ongoing assessment of contract delivery.

**The client will initiate a contract review meeting if he has concerns about KPI's not being met. Failure to meet these KPI's could potentially lead to the termination of the contract.**

- a) Service visits conducted will match the frequency specified as detailed in 4 above.
- b) Forward programme of attendance and maintenance activities to be undertaken for agreement in advance of first site visit.
- c) Comprehensive Service visit reports including location information, serial & model numbers etc., to be sent in PDF format to MRC within 2 working days of site visit.
- d) Service visits to be confirmed with MRC 7 days in advance before engineers attend.
- e) RAM's to be sent 24 hours before site visit (unless previously supplied RAM's are applicable).
- f) It is the service contractor's responsibility to ensure that engineers that are sent to the MRC sites (after the initial site familiarisation has been undertaken) are familiar with the sites, so there needs to be a handover if staff is leaving etc.
- g) SLA response times as stated in 9 above.
- h) The site (area where has been undertaken) to be left clean and tidy.
- i) Emergency attendance to be discussed if necessary. Timescales (4 hours, 24 hours) also response time to rectifying problems not solved or that quickly reoccur.
- j) Engineer to report to Estates & Facilities Services Coordinator before leaving site.
- k) 12-month warranty/guarantee of work carried out and parts.
- l) Transparent quote for remedial/reactive works in relation to any identified faults /failures to be provided within 5 working days.

### **25. Consumables, Call outs & Remedial Works**

To be covered by a provisional sum as detailed in the contract.

### **26. Contractual Payments**

25% of the annual **Service Contract value (not including provisional sums which will be invoiced on an as required basis)**, will be made against the following schedule:

- 25% of the annual value in February
- 25% of the annual value in May
- 25% of the annual value in August
- 25% of the annual value in November

The Contract duration shall be for a period of a 3-year period with the option to extend for a further 2 years (1 + 1) years.

**Terms and Conditions**

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

## Section 5 – Evaluation model

### 5.1 Introduction

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

### 5.2 Evaluation of Bids

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

### 5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation

Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

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

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

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

#### 5.4. AWARD questionnaire

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms

Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	AW6.3	Building Maintenance Requirements
-	-	Request for Quotation response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

### Award Scoring criteria

#### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30.00%
Quality	PROJ1.1	Delivery and Continuity	10.00%
Quality	PROJ1.2	Method Statement	30.00%
Quality	PROJ1.3	Risks and Mitigation	10.00%
Quality	PROJ1.4	Servicing of Assets	15.00%
Quality	PROJ1.5	Health and Safety	5.00%

### Award Evaluation of criteria

#### Non-Price elements

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

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

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

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

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

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

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

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

**Example**

Evaluator 1 scored your bid as 60  
 Evaluator 2 scored your bid as 40  
 Evaluator 3 scored your bid as 80  
 Evaluator 4 scored your bid as 60  
 Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be judged on the following criteria.

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

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

For example - Bid 1 £100,000 scores 100.  
 Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80  
 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.  
 Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.  
 Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.  
 Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

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

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

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

## 5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### 6.1 Introduction

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

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 6 – Award questionnaire

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1 The Contracting Authority wishes to establish a Contract for the provision of Water Treatment Works at LMB and ARES. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure.
- 7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Whilst it is the Contracting Authority’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. 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 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.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13 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 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:
- 7.1.18.1 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. Site Tour**

- 7.2.1 A site tour will be held in conjunction with this procurement.

## **7.3. Confidentiality**

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

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

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

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

instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

### 7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FO11.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

### 7.5. Response Validity

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

## 7.6. Timescales

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

## 7.7. The Contracting Authority's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## 7.8. Preparation of a Response

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

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

## 7.9. Submission of Responses

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

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

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

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

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

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

7.9.7 Bidders must submit their response through the e-sourcing tool, 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 14 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

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

7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

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

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

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

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

- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
- 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

## **7.16. Amendments to Response Documents**

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

## **7.17. Modification and withdrawal**

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

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

## **7.18. Right to disqualify or reject**

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

## **7.19. Right to cancel, clarify or vary the process**

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

## **7.20. Notification of award**

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

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

## Appendix 'A' Glossary of Terms

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