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**Invitation to Tender (ITT)**

**REF: DN663785**

**For the**

**NFCC DIGITAL TRANSFORMATION PROJECT**

**31 March 2023**

Section 1 - Introduction & Background

This document includes all of the information necessary to enable Tenderers to participate in the procurement process to fulfil these requirements.

**Background**

The National Fire Chiefs Council (NFCC) is an independent membership association and the professional voice of the UK Fire and Rescue Service. We support fire and rescue services to continually improve, helping them to save lives and keep their local communities safe.

We are charity and a membership association supporting and representing the UK Fire and Rescue Service. Initially founded in 1941, the charity was renamed as the National Fire Chiefs Council Limited in 2022.

Today, we have more than 100 members of staff and turnover of £10+ million. Our funding comes primarily from fire and rescue services’ professional partnership fees and funding from the Government.

The NFCC has over 450 individual members. Principal officers from local fire and rescue services are eligible to be individual members. Our members are our highest point of governance, owning the Articles of Association and through them the NFCC’s charitable objects. Our articles establish the Board of Trustees who discharge their fiduciary duties, ensuring that we deliver our charitable objects, that we are compliant with charity and company laws, and that we are accountable for our work.

<https://www.nationalfirechiefs.org.uk/About>

**Our Requirement**

The NFCC is seeking a supplier to assist in the development of a new platform, on which a number of existing websites and services will be hosted and supported, along with a new paid membership portal.

For this purpose, we enclose the documents, some of which will form the basis of any contract NFCC may award.

Suppliers must ensure that they are fully familiar with the nature and extent of the obligations required of this Service. They must realise and be aware that their proposed offer of Service is, contractually binding and that the resulting Contract Agreement will be strictly supervised and closely monitored against their submitted offer (and to any subsequent mutually agreed amendments) and shall be enforced in accordance with the Contract provisions.

It is the responsibility of the Supplier to obtain for itself, at its own expense, all information necessary for the preparation of its Tender.

The proposals should address how the Supplier would manage each element of the requirement and the proposed pricing models submitted should clearly explain how each would be priced.

**Structure & Content of this Invitation to Tender (ITT)**

The table below summarises the documents included within the procurement documentation set, together with an overview of the actions Tenderers are required to take when responding to the ITT. Tenderers are advised to read this document and each subsequent section carefully to ensure that they fully comply with the instructions associated with each section and submit a compliant Tender.

|  |  |
| --- | --- |
| **Section** | **Action Required - Overview** |
| Section 1 – Introduction & Background | For information on the structure & scope of the ITT and background on the Charity and its key policies which suppliers are expected to comply with. |
| Section 2 – Instructions to Tenderers | For information on how Tenderers must respond to the ITT. |
| Section 3 – Statement of Requirements | For information on the full scope of requirements which Tenderers must respond to in their Tender, and the template for completion and submission by the Tenderer as part of the Tender. |
| Section 4 – Evaluation Methodology & Criteria | For information on how the Tender will be evaluated by the Charity, and also the Evaluation Questions for the response of Tenderers. |
| Section 5 – Pricing & Invoicing | For information on how the Charity requires price to be confirmed, and a template for completion and submission by the Tenderer as part of the Tender. |
| Section 6 – Form of Tender | For completion and submission by the Tenderer as part of the Tender. |
| Section 7 – Register of Interests and Managing Conflicts of Interests Declaration | For completion and submission by the Tenderer as part of the Tender. |
| Section 8 – Insurance Statement | For information on the minimum levels of insurance required for this contract and completion & submission by the Tenderer as part of the Tender. |
| Section 9 – Equalities and Diversity Statement | For completion and submission by the Tenderer as part of the Tender. |
| Section 10 – Company Information | For completion and submission by the Tenderer as part of the Tender. |
| Section 11 – Financial Information | For completion and submission as part of the Tender |
| Section 12 – Confidential & Commercially Sensitive Information | For completion and submission by the Tenderer as part of the Tender. |

**Our Corporate Policies & Recognition in Tenders**

The Charity is committed to observing its obligations and ethical stance (whether founded in legislation or best practice) across a range of subject areas. Those which have an implication on the procurement process are set out below. Tenderers are required to conform with the following requirements.

**Equalities Statement**

The Charity is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, sex, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Charity expects its suppliers and other people who deliver its goods, services or works to comply with its Equality Policy and share this vision and these values. All organisations that want to provide goods, works and/or services to the Charity must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

**Environment Statement**

The Charity is committed to reducing its impact on the Environment and the Charity expects its suppliers and other people who deliver goods, services or works to it to comply with all current legislation relating to Environmental matters.

**Ethical Code of Conduct**

###### As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

###### During the Contract term all parties agree to retain relative information as confidential.

At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

* Sharing of information specific to the Contract with those not a party to the contract
* Demonstrating a disregard for Contract prices and users
* Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
* The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

**Modern Slavery**

The Charity is committed to ensuring that there is no modern slavery or human trafficking within our supply chains or in any part of our organisation. We shall remain committed to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure that slavery and human trafficking is not taking place anywhere in the Charity or our supply chains. As part of our or procurement process we ensure that potential suppliers share this same commitment.

The Charity will treat any breach of our Anti-slavery and Human Trafficking stance very seriously. We regularly review and update relevant policies and have processes in place to monitor and maintain them at regular intervals.

**Bribery, Corruption and Collusion**

The Charity and its suppliers are bound by the Bribery Act 2010.

Members of the public expect the highest standards of conduct and integrity from our employees. The Charity therefore requires that suppliers and staff conduct themselves in a manner reflective of the Charity ’s core values.

If any employee, director or owner of any Tenderer or incumbent supplier has been previously or is later convicted for the offence of bribery, where the offence relates to active corruption bribery within the meaning of section 1 or 6 of the Bribery Act 2010 then the Charity will immediately cancel any current contract or purchase order without cost or obligation to the Charity.

**Freedom of Information and Transparency**

**Freedom of Information Act (FOIA) 2000**

The Charity is committed to transparency, acting within the spirit of the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason.

Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Charity should not be taken to mean that the Charity accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Charity ’s decision on these issues shall be final and that the Charity shall incur no liability to any Tenderer by reason of having disclosed any information which the Charity reasonably concludes was required.

**Section 2 Instructions to Tenderers**

**Tender Documents**

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this Tender process. Copyright of all Tender documents, including any amendments or further instructions, shall remain with the Charity.

The Tender documents must be submitted electronically, either via our commercial hub based in the Kent FRS Business Portal <https://www.kentbusinessportal.org.uk/> or via email to:

[procurement@nationalfirechiefs.org.uk](mailto:procurement@nationalfirechiefs.org.uk)

During this Tender process, all communication (including contact and questions in connection with this Tender) must be submitted via email to the email address:

[procurement@nationalfirechiefs.org.uk](mailto:procurement@nationalfirechiefs.org.uk)

All correspondence shall clearly state the Tender reference number: **DN663785**

Tenderers should note that final submissions must be submitted via email by the deadline to the correct address. Failure to follow this path may result in the Tender submission being disregarded.

###### Preparation of Tender

The information contained within this document should be regarded as a statement of the current requirement as far as the Charity is able to determine at this time. Tenderers must carefully examine and consider the Tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood **all** Tender documents.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. The Charity will not accept marketing materials, or web links as a response to questions or a response which points the evaluator to another part of the document, all questions should be answered within the relevant response boxes provided. Evaluators will not cross-reference responses and will only evaluate the information provided directly in response to each question. Answers must remain within stated word or page limits. Advertising, other promotional or generic materials must not be provided and will not be evaluated.

**If any points in the Tender documents are unclear, Tenderers may seek clarification by contacting the Procurement Manager only using the email address provided.**

Unless agreed in writing by a duly authorised member of the Charity’s Procurement Team, no amendment or modification can be made by Tenderers to the Tender Documentation.

**Submission of Tender**

Tenderers must sign and date the Form of Tender provided without qualification and return it together with their Tender submission to confirm that all Terms, Conditions and clarifications specified by the Charity during the Tender period have been understood and accepted. **Failure to submit a signed Form of Tender document may result in the rejection of the Tender submission.**

**All documents requiring a signature must be signed:**

* **where the Tenderer is an individual by that individual;**
* **where the Tenderer is a partnership, by at least two duly authorised**

**Partners;**

* **where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.**

Tender responses must be submitted electronically via email no later than **Friday 14th April 2023 5pm**

Tenderers are required to submit one copy of their bid in *Microsoft®* Word format. All pricing must be submitted using *Microsoft®* Excel format when appropriate. The Charity accepts that some appendices may not be available in a Microsoft® Word format. In such circumstances PDF format only will be accepted.

**NB: To ensure on-time submissions, Tenderers are strongly advised to email their responses at least 24 hours prior to the deadline to avoid possible disappointment.**

**Late Tenders**

Any Tenders submitted after than **Friday 14th April 2023 at 5pm will not be accepted.**

**Clarifications during the Tender Process**

During the Tender process, Tenderers and/or the Charity may find it necessary to request and/or issue Tender clarifications. These requests will be addressed within five (5) working days from the request. The process will require a cut-off period prior to submission of Tenders for all requests, this cut-off date is detailed in the procurement timetable below. The Charity *cannot* accept, at the point of submission, any Tender change requests, as this would be deemed a counteroffer and therefore the Tender will be rejected and not evaluated.

**Page / Word Limits**

Tenders must not exceed the word limits of 1000 words per question. Any material supplied in excess of the stated page or word limits (including any generic corporate or promotional materials or other material not directly responding to the information requested in the Tender, in the format requested) will not be read or evaluated.

**Tender Validity**

Your Tender should remain open for acceptance for a period of **one hundred and eighty (180) days**. Any Tender submitted showing a shorter validity period may be rejected.

###### Conditional Tenders

Any Tenderer submitting a Tender that contains a condition that is deemed as unacceptable by the Charity shall be given the opportunity to withdraw the condition without any other amendment to the Tender. If the Tenderer fails to remove the condition upon which its Tender relies then the Charity reserves the right to reject the Tender.

**Tie Break**

In the event of a tie (where two or more top-scoring Tenderers have the same total weighted score, i.e., the aggregate score including both quality and price), the Charity will award the Contract to the Tenderer offering the lowest price.

**Abnormally Low Tenders**

If a Tenderer submits a bid that the Charity considers is abnormally low in price, the Charity may require the Tenderer (but is not obliged to do so) to provide an explanation with evidence as to why the price is so low. If the Charity considers that the evidence or explanation supplied does not satisfactorily account for the price proposed, the Charity may reject the Tender (but shall not be obliged to do so).

**Evaluation Process – Pass/Fail Criteria**

In the event that no Tenderer passes the Pass/Fail criteria outlined in Section 4, the Charity reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Charity may seek further clarification regarding the minimum standards which can be met. In such circumstances, all Tenderers will be treated equally.

**Contract Award and Termination**

The Charity, at its sole discretion, reserves the right to withdraw all or any part of this Invitation to Tender at any time during the procurement exercise or to not Award a Contract at all without liability.  In all circumstances, the Charity reserves the right to terminate a contract in accordance with the Terms & Conditions of Contract.

**Procurement Timetable**

Set out below is the proposed procurement timetable:

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| --- | --- |
| **Key Actions** | **Key Dates** |
| ITT Issue Date | 31st March 2023 |
| Tender Return Date | 14th April 2023 |
| NFCC   Evaluation and Q&A Period | 17th – 19th April 2023 |
| Supplier Presentations (if applicable) | 20th –21st April 2023 |
| Contract Award Notification | 24th April 2023 |
| Contract Effective Commencement Date | 2nd May 2023 |

These dates are provided for information purposes only. The Charity does not guarantee to complete each phase by the date stated above.

**N.B The Charity does not bind itself to accept any Tender in whole or in part.**

**Right to Disqualify and Exclude**

The Charity makes no commitment to accept any of the Tenders or any subsequent document issued in connection with this Procurement or enter into a contract with regard to the Goods, Works and/or Services.

The Charity may disqualify a Tender from this Procurement if a Tenderer fails to provide to the Charity:

* The information requested, in the form requested.
* A full and satisfactory response to any question.
* Documentation referred to in a Tender.
* A response or respond to the Charity's query(ies), within any specified timescales.
* A compliant Tender.

The Charity may exclude a Tenderer from any participation in this Procurement at any stage, if:

* The Tenderer fails to comply fully with the requirements of this Procurement.
* It becomes aware that the Tenderer has breached these terms of participation.
* It becomes aware of a wilful omission or misrepresentation in a Tender. In such events, the Charity reserves the right to recoup fair and reasonable costs from a Tenderer.

The Charity may exclude a Tenderer from participation in this Procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

The Charity 's rights above are without prejudice to any other rights or remedies that the Charity may have in connection with a breach of these terms of participation. To the extent permitted by law, Tenderers will have no claim against the Charity arising out of the Charity 's exercise, or failure to exercise, these rights.

**Tenderer’s Costs**

Under no circumstances shall the Charity accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender.

Under no circumstances shall the Charity incur any liability or costs in respect of this ITT in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this ITT to be ineffective and is subsequently set aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally, it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

* The Charity reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive Tendering process or to terminate or suspend the process at any time at its absolute discretion.

* All other existing terms and conditions will remain in effect until notice is received of any revised Contract

**Charity Not Bound**

Any discussions or correspondence between the Charity and Tenderers shall be conducted without any obligation whatsoever by the Charity to enter into or become bound by any Contract.

The Charity will not be bound by any Contract until the Contract is embodied in a formal document and signed by **all** parties.

**Canvassing**

Direct or indirect canvassing of any officer, Member or agent of the Charity by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.

**Confidentiality & Publicity Statement**

The contents of this ITT and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Charity and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Charity and this includes the format and content of any publicity.

**Contract Award**

It is anticipated that the Charity will award a Contract to one supplier.

**Section 3 Statement of Requirements**

**The full detailed specification can be found in Appendix A- SPECIFICATION (“The Specification”).**

**3.1 Technical & Delivery Evaluation**

Tenderers are required to confirm, in detail, how they will meet each of the Charity’s technical and delivery requirements (within the stated page or word limits). Tenderers must complete a separate table (in the format below) to respond to each of the questions. Tenderers must complete the “Tenderers Response” box below each requirement.

Tenderers must not cross refer between responses – the Charity will only evaluate the content of each individual response.

Each Response must relate to a single evaluation question.

**TECHNICAL EVALUATION**

|  |
| --- |
| **Q1: Case study**  Tenderer to provide at least one example, supported with evidence of previous relevant experience successfully delivering a similar project or services within an organisation of comparable complexity. Refer to Annex A – Specification for further information.    The example(s) should clearly demonstrate where and how the tenderer delivered a similar project in both size and scope in the past – ideally within a charity or equivalent organisation. |
| Tenderer’s Response (1000 words): |

|  |
| --- |
| **Q2: Qualifications and experience**  Tenderers must ensure sufficiently trained personnel are provided to deliver the specified project / service deliverables. Tenderers should provide details of the professional individual(s) delivering the services, this must include CVs detailing professional qualifications and previous experience. Including, but not limited to:   * Previous experience of successfully delivering similar projects * Proof of 2–5 years of experience * Experience of working with senior stakeholders * Experience of developing similar outputs for other complex organisations |
| Tenderer’s Response (1000 words): |

**DELIVERY EVALUATION**

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| --- |
| **Q3: Chosen delivery methodology**  The Tenderer must outline proposed approach to deliver the project detailing the choice of methodology and justification of choice of methodology of project delivery. |
| Tenderer’s Response (1000 words): |

|  |
| --- |
| **Q4: Schedule of works**  Tenderer must provide a Schedule of work detailing how they will approach and deliver the requirement. **The target timeframe for delivery is no later than Q2 2023.** The schedule must include all tasks within each of the below stages identifying any timeline amendments that might be required and how these would look.  The schedule must include details of each milestone including and not limited to date, and requirements for said milestone.  The schedule of work should also clearly identify the roles and responsibilities timeline of involvement of each team member, along with a clear identification the roles and responsibilities of both the Supplier and the Charity throughout the project. |
| Tenderer’s Response (1000 words): |
| **Q5: Stakeholder Engagement**  The Tenderer will be required to work with NFCC’s staff and key stakeholders during the project. The NFCC will require the successful supplier’s attendance at Project Team Meetings and would expect the supplier to host their own Requirements Gathering Workshops.  Please detail your proposed methods for engaging with each of these stakeholder groups and how you propose to keep them informed of the progress being made during the project and the frequency of these updates. |
| Tenderer’s Response (1000 words): |

###### *If* Tenderers plan to use sub-contractors to deliver the requirements the following template must be completed and returned with the Tender.

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-Contractor Name | Role / Area of expertise | Qualifications / experience | Approximate % of contractual obligations assigned |
| Tenderer to complete & add further lines as required |  |  |  |
|  |  |  |  |

###### Section 4 Evaluation Methodology & Criteria

The following details describe how the Charity will assess all Tenderers and Tender submissions in relation to this requirement.

All Tenders received will be considered only on the information contained in the Tender or obtained by the Charity as a direct result of the Tender process. Each response will be evaluated individually, and no consideration will be given to information included in other responses. Tenderers should not cross-reference to information provided in other responses.

Submissions will be assessed on the basis of the most economically advantageous Tender (MEAT).

The evaluation methodology and criteria are set out below.

**Pass / Fail Evaluation Questions**

Before the full Tender is evaluated, the Charity will evaluate the Tenderers response to the Pass/Fail questions. Tenderers will be expected to have passed all of the Pass/Fail criteria. These questions will carry no evaluation score. However, if a **FAIL** is allocated to any single response then the Charity *may* reject the Tender (and in such circumstances no further evaluation will be undertaken).

Tenderers must complete the “Tenderers Response” column in the table below and return this template to the Charity as part of their Tender. The Pass / Fail questions for this requirement are as follows.

|  |  |
| --- | --- |
| **Pass / Fail Questions** | **Tenderers Response**  **(Please respond either Yes or No)** |
| **Insurance**  Do you hereby confirm that your organisation either already has or, if successful undertake to have (before contract commencement), the required minimum levels of insurance at no additional cost to the Charity? If “No”, then the Tender will not be taken forward for the rest of the evaluation. |  |
| **Form of Tender**  Has the Tenderer completed & returned the signed Form of Tender? If “No”, then the Tender will not be taken forward for the rest of the evaluation. In doing so the Tenderer accepts all aspects of the Contract as stated or subsequently agreed amendments including the terms and conditions and requirements of the Contract. |  |
| **Equalities & Diversity Statement**  Have you completed & returned the Statement of Equalities and Diversity?  If Tenderer has answered “No” to any of the Equalities & Diversity questions, or if the Tenderer has answered “Yes” to any of the questions and not provided adequate explanation, then the Tender may not be taken forward for the rest of the evaluation (at the discretion of the Charity). |  |
| **Register of Interests and Managing Conflicts of Interest Declaration**  Have you completed & returned the Declaration? |  |

**Evaluation Weightings**

The Charity ’s evaluation of Tenders will consider quality and price. The weighting of available marks will be as follows:

|  |  |
| --- | --- |
| **TOTAL WEIGHTING = 100%** | |
| **Criterion** | **Weighting** |
| Technical | 35% |
| Delivery | 35% |
| Price | 30% |

**Scored Evaluation Questions – Technical (with minimum threshold score)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Evaluation Question** | **Response word Limit** | **Evaluation Weighting** |
| **Q1** | Case Study | 1000 words | 20 |
| **Q2** | Qualifications and experience | 1000 words | 15 |
| **Scored Evaluation Questions - Delivery** | | | |
| **Question Number** | **Evaluation Question** | **Response word Limit** | **Evaluation Weighting** |
| **Q3** | Delivery Methodology | 1000 words | 15 |
| **Q4** | Programme of work | 1000 words | 10 |
| **Q5** | Stakeholder Engagement | 1000 words | 10 |

Responses to weighted quality evaluation questions will be evaluated and scored based on the marking scheme weightings above.

**Scored Evaluation Questions – Price**

**Calculating the Weighted Scores for the Price Criteria**

Responses to weighted price evaluation questions will be evaluated and scored on the basis that lowest price is optimal. Weighted scores will be calculated using the following formula.

The lowest proposed price (bid by any Tenderer) will be divided by the Tenderer’s proposed price and then multiplied by the score out of ten (10), this figure will then be multiplied by the evaluation weighting (in this case 30%):

Lowest proposed price

Tenderer’s proposed price

**X** The score out of 10\* **X** Evaluation question weighting = **Weighted score**

\*lowest price = 10

2nd lowest = 7.5

3rd lowest =5

4th lowest = 2.5

the rest = 0 (if applicable)

**Calculating the Overall Tender Score**

Providing Tenders have passed all Yes/No (Pass/Fail) evaluation questions, Tenders will be assessed on the basis of the Most Economically Advantageous Tender (MEAT). This will be determined by adding the quality and price overall scores together. The MEAT will be the Tender which achieves the highest overall score.

**Section 5 Pricing & Invoicing**

**Price**

**The price spreadsheet must not be submitted as an embedded document but rather a separate attachment.**

Any prices not disclosed within the pricing information in the Tender will be not be considered or applied to the contract retrospectively (except where the contract allows for a price uplift and any such uplift is agreed by the Charity).

**Prices must be submitted in pounds sterling exclusive of VAT.**

The pricing will remain fixed for the duration of the contract. Variations to price shall only be applicable with the written approval of the Charity. Unless otherwise provided for in legislation (e.g. changes to the VAT rate or national minimum wage), the Contract or associated Terms & Conditions, the Charity does not guarantee that a proposal from a Supplier for price variations will be accepted. Independent benchmarking data and/or market trend information may also be sought and considered when reviewing a proposal for price variation.

Tenderers are required to identify any pricing for risk included within their Tender. The Charity reserves the right to clarify the position with Tenderers regarding the inclusion of risk premiums so that any such costs are fully understood and transparent, and that there is an opportunity for such costs to be reduced or eliminated based on a shared understanding between the Tenderer and the Charity.

**N.B. the Charity’s payment terms are thirty (30) days as standard. There shall be no variation of this.**

**Section 6 Form of Tender**

Tender Reference: **DN663785**

I/We the undersigned offer to supply the services relating to the Digital Transformation Project as detailed in this Invitation to Tender document will be subject to the National Fire Chiefs Council Limited Terms and Conditions (to be sent out to the successful Tenderer).

I/We understand that the Charity is not bound to accept in whole or in part the lowest or indeed any Tender it may receive.

I/We certify that I/we have not fixed or adjusted the amount of the Tender with any agreement or arrangement with any other person, nor entered into any agreement or arrangement with any person that he shall refrain from Tendering, nor have I/we paid, given or offered to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any other person relating to this Tender

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tendering Organisation and Registration Number if applicable:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

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Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 7 Register of Interests & Managing Conflicts of Interest Declaration**

The declaration below must be completed by an authorised signatory, in his / her own name on behalf of the Tendering organisation, and either option 1 or option 2 must be selected for your response.

Where a relevant interest is considered by the Charity to present a conflict of interest (or the risk of a perception of a conflict of interest), the Charity will seek to understand whether the matter is capable of being remedied. However, the Charity reserves the right (at its sole discretion) to exclude a Tenderer from further participation in this Procurement where the Charity feels that any relevant interest or conflict of interest (actual or perceived) is not capable of being avoided.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer Company Name:** |  | | |
| **Name of authorised representative:** | | | |
| **Position:** |  | **E-mail:** |  |
| **Tel:** |  | **Date:** |  |

Please identify any relevant interests that your organisation and (if applicable to this Tender) Sub-Contractors, or any person employed or engaged by, or otherwise connected to the Tenderer and/or its Sub-Contractors, which may present a conflict of interest.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by the Charity (although Tenderers are requested to disclose such relationships for information purposes only).

**Option 1:**

**“There are no relevant interests that the Charity should consider** that prevent full and unprejudiced participation in any procurement process and delivery of the Contract or may present ethical and reputational risk to the Charity.

The Charity will be informed as soon as is practicable should circumstances change in any way that effects this declaration.”

|  |  |
| --- | --- |
| **Signature** | |
| **Title** | |
| **On behalf of** | **Date** |

**Option 2:**

**The following interests are for the Charity to consider as to whether they constitute a conflict of interest** that may prevent my full and unprejudiced participation in this procurement process and delivery of the Contract or may present ethical and reputational risk to the Charity. A list of relevant interests is set out below:

|  |
| --- |
| [Tenderer to insert details here] |

The Charity will be informed as soon as is practicable, should circumstances change in any way that effects this declaration.

|  |  |
| --- | --- |
| **Signature** | |
| **Title** | |
| **On behalf of** | **Date** |

**Section 8 Insurance Statement**

Tenderers are required to confirm that they hold the following insurance and minimum levels of cover (and if successful will maintain cover for the duration of the Agreement):

* Employer’s Indemnity £5 million for each and every claim
* Public Liability £10 million for each and every claim
* Professional Indemnity £1 million for each and every claim

In the event that the required insurance and minimum levels of cover are not held by the Tenderer at the time the Tender is submitted to the Charity, the Tenderer is required to provide a declaration that the necessary insurance (at the minimum levels described above) will be in place before the contract commences. The Charity requires proof of insurance prior to a contract being awarded.

Tenderers are required to confirm that, if successful, they will provide the Charity with copies of the required insurance certificates and policies (on each policy renewal anniversary) for the duration of the contract.

Tenderers are required to complete & submit the declaration (below) with their Tender.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TENDERERS INSURANCE DECLARATION** | | | | |
| **Tenderer Company Name:** | | | | |
| **Name of authorised representative:** | | | | |
| **Position:** |  | | **E-mail:** |  |
| **Tel:** |  | | **Date:** |  |
| **Required insurance policies and minimum levels of cover:**   * Employer’s £5 million for each and every claim * Public Liability £10 million for each and every claim * Professional Indemnity £1 million for each and every claim | | | | |
| [Tenderer to delete one of the following statements as applicable]  I hereby confirm that we hold the required insurance policies (identified above) and that the required insurance policies and minimum levels of cover will be maintained for the duration of the contract. I also confirm that we will provide proof (on each policy renewal anniversary) that the required insurance policies and minimum levels of cover are being maintained for the full duration of the contract. Copies of our insurance policies are attached with this declaration.  Or  I hereby confirm that we do not currently hold the required insurance policies (identified above). However, if we are successful in this competition we hereby undertake to put in place the required insurance policies and minimum levels of cover prior to contract commencement. I also confirm that we will provide copies of our insurance policies prior to contract award (and on each policy renewal anniversary thereafter) and that the required insurance policies and minimum levels of cover will be maintained for the full duration of the contract. | | | | |
| **Signature:** | | | | |
| **Title:** | | | | |
| **On behalf of:** | | **Date:** | | |

**Section 9 Equalities and Diversity Statement**

Tenderers must complete the “Tenderers Response” column in the template (below) and return the template to the Charity as part of their Tender.

The following question and answers (and the description in the Equalities and Diversity Statement of how Tenderers responses will be evaluated) seek to help inform Tenderers how this policy will be applied to the procurement.

Organisations providing goods, works or services to, or on behalf of, the Charity must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics. Failure to comply with this policy could make the Charity, and in some cases, individuals, liable to action and prevent organisations from being allowed to Tender.

Tenderers do not necessarily have to demonstrate they have a written policies relating to these matters.Whilst the Charity would normally prefer to see a written policy, it will consider other evidence or representations of what the Tenderer is doing to meet the equality commitment and other obligations.

**Questions for Tenderers**

The Charity takes a proactive approach to its obligations arising from Equal Opportunities legislation, including the Equality Act 2010.

The Charity therefore considers it essential that all organisations wishing to provide goods or services are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all in accordance with the above legislation or where your company is resident in a jurisdiction other than the UK, the equivalent legislation in that jurisdiction.

Tenderers are required to complete the “Tenderer’s Response” column of the template below, (and return the completed template to the Charity as part of their Tender)

|  |  |  |
| --- | --- | --- |
| **EQUALITIES, DIVERSITY & MODERN SLAVERY STATEMENT** | | |
| **Description** | **Requirement/**  **Scoring Mechanism** | **Tenderer’s Response** |
| Does your organisation have a written equal opportunities policy aimed at avoiding discrimination? | Answer “Yes” or “No” in column on the right. If yes, please provide a copy.  Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy.  No = the Charity will consider a statement setting out how the Tenderer avoids discrimination. If (in the judgement of the Charity) appropriate and sufficient action is demonstrated the Tenderer will pass. Where the Charity is not convinced that sufficient or appropriate action is undertaken by the Tenderer (or that sufficient appropriate action is unlikely to be demonstrated in the future), the Charity may Fail the Tender (and in such circumstances the Tender may not be further considered and may be excluded from the process). |  |
| Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to Equal Opportunities and is it your practice not to treat one group less favourably than others because they are in a group with protected characteristics, including but not limited to their colour, race, nationality, ethnic origin, sex, disability, sexual orientation, religion, belief or age in relation to decisions to recruit, train or promote employees? | Answer “Yes” or “No” in column on the right.  If you answer Yes, please provide a copy of your relevant policy (if written) or describe the actions that your organisation takes to comply with its statutory obligations.  Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy or otherwise assures the Charity via a written statement. If the Tenderer is unable to provide full assurance the Charity reserves the right to consider the response to be a “Fail”. In such circumstances the Tender may not be further considered and may be excluded from the process, at the Charity ’s discretion.  No = Fail |  |
| In the last three years, has any finding of discrimination been made against your organisation by any court or employment tribunal (in any jurisdiction)? | Answer “Yes” or “No” in column on the right. If “Yes” please provide details and the action taken to prevent recurrence.  **Pass** = “No”, or “Yes” with satisfactory evidence of steps taken to avoid repetition of the same or similar offence(s); or “Yes”, with little or no evidence of steps taken to avoid repetition of the same or similar offence(s) but The Charity does not consider the offence justifies elimination from this procurement exercise; or  **Fail** = “Yes” with little or no evidence of steps taken to avoid repetition of the same or similar offences and The Charity considers that the offence(s) justifies elimination from this procurement exercise |  |
| In the last three years has your company been the subject of a formal investigation or judicial proceedings by the Equality and Human Rights Commission (or such equivalent body in the jurisdiction in which you are incorporated or resident) on grounds of alleged unlawful discrimination? If “Yes” please provide details.  Organisations providing goods, works or services to, or on behalf of, the Charity must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics.  Information on the Equality Act and Specifically the Public Sector Equality Duty can be found here. <http://www.c2e.co.uk/downloads/Suppliers%20Guide%201_6%20DK%20Print%20C2E%20Jan%202012.pdf> | **Pass** = “No” or “Yes” but The Charity does not consider it appropriate to eliminate the organisation from this procurement exercise on the basis of the evidence presented; or  **Fail** = “Yes” and The Charity considers it justifiable to eliminate the organisation from this procurement exercise on the basis of the evidence presented. |  |
| Does your organisation have a policy aimed at avoiding modern slavery in your organisation and your supply chains? | **Pass** = “Yes”, where a satisfactory written policy is provided to the Charity, or if a policy document is not available but a satisfactory explanation is given describing the approach taken to avoid modern slavery.  **Fail** = No policy or satisfactory statement is given and the Charity considers it justifiable to eliminate the organisation from this procurement exercise. |  |

###### Section 10 Company Information

The following questions are **mandatory** and so must be completed by ALL Tendering organisations. **NB: Failure to do so may result in the Tender being excluded from the process**.

**This section is required for Due Diligence purposes only and will not be scored but completion is required to ensure compliance with the Tender Instructions.**

Tenderers are required to complete the following table:

|  |  |
| --- | --- |
| **Question** | **Response** |
| Name of the organisation in whose name the Tender would be submitted: |  |
| Company Registration number: |  |
| Date of Registration: |  |
| Registered Address if different from above: |  |
| VAT registration number: |  |
| Is your organisation one of the following?   * A Public Limited Company * A limited Company * A partnership * A sole trader * Any other (please specify) |  |
| Name of (ultimate) parent company (if this applies): |  |
| Companies House Registration number of parent company (if this applies): |  |
| If you are a member of a group does your parent or ultimate holding company offer to guarantee your contract performance as its subsidiary? |  |
| Please provide details of any significant changes (e.g. changes in ownership) made to the organisation since the last financial year-end? |  |
| Website address (if any): |  |
| Contact name for enquiries about this bid: |  |
| Contact Position (Job Title): |  |
| Address: |  |
| Telephone Number: |  |
| E-mail address: |  |
| **Supplier Customer Feedback** | |
| Please provide two references where you have undertaken projects of a similar size and nature, who NFCC may contact with your permission. |  |
| **Reference 1** | |
| Customer contact name and phone number: |  |
| Date contract awarded: |  |
| Contract reference and brief description: |  |
| Value: |  |
| Date contract completed (if applicable): |  |
| **Reference 2** | |
| Customer contact name and phone number: |  |
| Date contract awarded: |  |
| Contract reference and brief description: |  |
| Value: |  |
| Date contract completed (if applicable): |  |
| - Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?  - If “Yes” to the question -, please provide details: |  |
| Has your company (or any individual acting as agent of the company) been prosecuted or investigated for any illegal or illicit activities?  - If “Yes” to the question, please provide details: |  |
| Have there been incidences or wrongdoing or unlawful behaviour within your company that may pose a reputational risk for the NFCC?  - If “Yes” to the question, please provide details: |  |
| - Does your organisation hold a recognised quality management certification?  - If so please provide details and copies of any certification of any quality assurance certification (e.g. IS0 9000 or equivalent standard).  - Please attach an outline of your quality assurance policy.  - If the answer to the above is “No”, does your organisation have a quality management system? (Yes/No) Please provide an outline of any QM you may have in place.  - If you do not have a quality certification or a quality management system, please explain why |  |

**Section 11 Financial Information**

Tenderers are required to confirm a response to each of the questions set out below. At this stage Tenderers should self-declare (rather than providing the relevant evidence within Tenders).

The winning supplier (and any organisations relied upon to meet the winning supplier's selection criteria) will be required to submit evidence before a contract is awarded

|  |  |
| --- | --- |
| **Question** | **Response** |
| Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. |  |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. |  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. |  |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  |
| Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. |  |

Tenderers should note that the Charity will only undertake a full financial/credit check via “CreditSafe” **in respect of the successful Tenderer** prior to making the contract award decision. In addition, the Charity may decide to carry out its own financial analysis based on the information provided and/or seek assurances/clarifications from the potential supplier regarding financial stability.

If after assessment of financial information the finances show an unacceptable level of risk (in the opinion of the Charity), the Charity may decide not to proceed to award the award to the winning Tenderer. In such circumstances, the Charity may decide to award a contract to the next highest scoring Tenderer (or not to award a contract).

**Tenderers are advised to check that the financial information held in respect of their company by Dun and Bradstreet is accurate and up to date.**

New companies or non-Limited Companies with less than three years available figures may be asked to provide further information. The Charity reserves the right to request any other additional financial information as necessary.

**Section 12** **Confidential and Commercially Sensitive Information**

Confidential and Commercially Sensitive Information means information that is of a confidential and/or commercially sensitive nature relating to the Tenderer, its IPR or its business or which the Tenderer has indicated to the Charity that, if disclosed by the Charity, would cause the Tenderer significant commercial disadvantage or material financial loss.

If a Tenderer considers any part of its Tender or any other information it submits to be confidential or commercially sensitive, the Tenderer should:

* Clearly identify such information as confidential or commercially sensitive.
* Explain the potential implications of disclosure of such information.
* Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.

Tenderers should identify (in a table in the format shown below) any information that they believe to be confidential or commercially sensitive and return it with their Tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to relevant section, page and paragraph numbers in the Tender** | **Why does the Tenderer consider this information to be confidential and/or commercially sensitive?** | **What does the Tenderer consider to be the potential implications of disclosure of such information** | **Estimate of the period of time such information should remain confidential or commercially sensitive** |
|  |  |  |  |
|  |  |  |  |

If a Tenderer identifies that part of its Tender or other information it submits is confidential or commercially sensitive, the Charity will consider withholding this information from publication at its own discretion.

If a Tenderer receives a request for information under the FoIA or the EIR during the Procurement process, it should be referred to the Charity immediately.

[Appendix A – Specification]

|  |
| --- |
| **Background:**  The NFCC has a desire to be a ‘Digital-First Provider’ of products, tools and services to the UKFRS and internally to NFCC teams; to achieve this vision, NFCC currently needs to move towards a stable and scalable IT operating model and function.  The NFCC has grown rapidly within a short period, priorities have been focused on the rapid development and release of technical documentation supporting the UKFRS and Home Office.  Initially, the services provided were not procured with this rapid growth model in mind and have not been reviewed since its establishment over five years ago. The immediate steps to position NFCC towards realising a “digital-first” vision can be summarised as; Provide a new platform from which to deliver NFCC’s products in a more cost-effective, scalable way.  The NFCC currently has several websites and services, aimed predominantly at fire and rescue services across the UK, and hosted by multiple suppliers on different platforms.  The organisation’s Digital Transformation Project is intending to consolidate these websites onto a single new, cloud-based platform. In addition, a new ‘Membership Portal’ including paid additional, options and services is to be delivered. |
| **The first phase of the project is targeted to go-live Q2 2023. The main requirements are listed below. Also, please see spreadsheet of MUST HAVE functional requirements:**   * Development of new cloud-based, web platform with refreshed User Interface   + Nationalfirechiefs.org.uk (with content migration from existing web platform) is be rebuilt on the new platform.   + UKFRS.com (with content migration from existing web platform) is be rebuilt on the new platform.   + A Membership Portal is a new build function on the platform. This will include paid-for and complimentary products..     - An external payment processing service will be used (such as PayPal)   + Ukfirecadets.org.uk is to be migrated to the new site; this is anticipated to be a low-effort static content migration. * The design of the consolidated site should be based on nationalfirechiefs.org.uk * Migration of all existing content and document versions. * A Content Management System * A Customer Relationship Management System * Analytics and Reporting functionality * Business Continuity needs to be designed-in from the ground up * We require a Microsoft compatible solution, with connectivity to the Microsoft suite of products Yammer, O365, Sharepoint, Power BI, Azure) for data interrogation/updates via APIs etc * The NFCC requires a default “out of the box” solution for each function, unless customisation is an absolute necessity. If customisation is necessary, this must be made explicit in any response, showing costs and timelines. * The Tender should include a price breakdown showing cost/time estimates for each function. * Where customisation is required, we want to see what the default “out-of-the-box” solution would cost/provide. * The Cloud Platform on which the solution is hosted should be NFCC’s own to manage as the organisation sees fit. * If all functions cannot be delivered in the timeframe, please advise what can be delivered in that timeline. * NFCC to retain all ownership and IP rights * Ongoing Support options and costs. * Any Project Startup / Mobilisation costs * A headline project plan showing possible key milestone dates * A summary of the Technology to be provided and a logical diagram to show how the system would be structured   *For guidance, all websites referenced have an existing provision. Content will need to be migrated from any current provision.*  *More detailed functional requirements are contained in the Spreadsheet below.*    **During the remainder of 2023 and the first quarter of 2024, several other websites will be considered for consolidation into the platform as part of a second phase of activities.** The new platform should be designed to easily accommodate these functions. The Supplier may also be able to provide these functions as required, however this will be dealt with via a separate contract to be agreed at the time:   * Virtual Learning Environment   + Our current provision is with the Local Authority Building Control (LABC) and uses a customised Learning Pool Learning Management System (LMS) for 1700 protection officers. * staywise.co.uk * oncallfire.uk * nfcc-procurementhub.org.uk * Fire Cadets Manager * Tymly * Replacement of Meta Workplace (possibly with Yammer or similar communities application) * cfoa.org.uk * Possible provision of Localised Content Management for Fire & Rescue Services * Other websites/services as identified.   *For guidance, all websites referenced have an existing provision. Content will need to be migrated from any current provision.*  We accept that additional costs will be incurred to consolidate these functions onto the new web platform, and that a new contract will be required to deliver any or all of these functions. |
| **Milestones:**  The following Contract milestones/deliverables shall apply (these are not necessarily the complete and definitive version and may alter slightly in the final Contract, timeframes will be confirmed in the Contract):   |  |  | | --- | --- | | **Description:** | **Timeframe or Delivery Date:** | | Migration of data from existing web platforms/databases (for ukfrs.com and nationalfirechiefs.org) | Q2 2023 | | Provision of new web platform for nationalfirechiefs.org.uk | Q2 2023 | | Provision of associated CRM | Q2 2023 | | Provision of associated CMS | Q2 2023 | | Provision of Analytics and Reporting | Q2 2023 | | Provision of new web platform for UKFRS.com | Q2 2023 | | Provision of paid Membership Portal | Q2 2023 | | Phase 2 Development work to be delivered during FY23/24 | By end of March 2024 |   \*\*Please note, our Financial Year (FY) runs from April-March.  The successful Supplier **must** provide reporting as agreed on the progress of the Services.  Changes to the way in which the Services are to be delivered must be brought to the NFCC’s attention and agreed prior to any changes being implemented. |