



**INVITATION TO TENDER**

**ELECTRONIC PREPARATION AND PRESENTATION OF EVIDENCE (EPPE)**

**REFERENCE NUMBER**

**PR 12/2016**

**ATTACHMENT 1**

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## **1. INTRODUCTION**

- 1.1 Welcome to this Procurement which is being managed by the Crown Prosecution Service (CPS), hereafter referred to as 'the Authority' throughout this Invitation to Tender (ITT). You, along with other organisations participating in this Procurement exercise, are referred to as Suppliers. The Authority is seeking to appoint multiple Suppliers to a, pan-government Framework Agreement for the Electronic Preparation and Presentation of Evidence (EPPE). The Framework Agreement for EPPE will be open for use by other government departments. This Invitation to Tender and its Attachments contain the information and instructions that you need to submit a compliant completed Tender response. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary set out in section 12.
- 1.2 Suppliers are required to read all the information and instructions carefully as non-compliance with the instructions may result in disqualification of your Tender response from this Procurement.
- 1.3 Suppliers are required to read the Terms of Participation at Attachment 6 as they form part of this ITT and apply throughout this Procurement and set out further rights and obligations which apply to you and the Authority.
- 1.4 If you are participating in this Procurement as a member of a Consortium or special purpose vehicle, or are using Sub-Suppliers please read the guidance in section 6.
- 1.5 The Authority is using an e-Sourcing Suite, Bravo Solutions (Bravo) to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-Sourcing Suite is accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.6 The Selection and Award Questionnaires have been designed in Bravo .Your responses to Selection and Award questions must be completed online. Further information on these questions can be found in Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance. Guidance on how to request technical support from Bravo solutions can be found at Attachment 8.
- 1.7 Suppliers are invited to ask questions or seek clarification regarding this Procurement. See section 7 for details on how to do so. Suppliers must read all the information contained within this ITT and its Attachments on Bravo thoroughly so that questions or clarifications are not raised unnecessarily.
- 1.8 The Authority is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 15) and the requirements relating to Framework Agreements (Regulation 19).

## **2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS**

- 2.1 This Procurement may result in the award of the Framework Agreement to successful Suppliers across the specified Lots.
- 2.2 The Framework Agreement will enable Contracting Bodies (including the Authority) to place orders with the Suppliers via Call-Off Contracts.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call-Off Agreement terms and conditions that will apply for the EPPE Services are set out in Attachments 4 and 5 on Bravo. Please review the Framework Agreement and Call-Off Agreement carefully to understand the rights and obligations it confers on the parties.
- 2.4 The Framework Agreement and Call-Off Agreement terms are non-negotiable, during the Procurement and post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see section 7).

- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender response including (but not limited to) the successful Suppliers' charges and its approach to delivering the Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information.
- 2.7 Contracting Bodies
- 2.7.1 The Framework Agreement will be available for use by Contracting Bodies throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.
- 2.7.2 The following Government departments have indicated that they may have a requirement for the Services during the Term of the Framework Agreement; although others may seek permission (in writing to the Authority) to use it at any point during the Term.
- National Crime Agency (NCA);
  - Serious Fraud Office (SFO);
  - Competition and Markets Authority (CMA);
  - Government Legal Department (GLD).
- NB. Please see Attachment 12 for background information on these departments.
- 2.7.3 Any relevant Contracting Body may purchase the Services from any Supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 The Ordering Process and Further Evaluation Criteria
- 2.8.1 Contracting Bodies may place orders for any of the Services by Direct Award (i.e. without re-opening competition among Suppliers), or by a Request for Quotation (RFQ) or Further Competition. The procedures that Contracting Bodies use for Direct Award or to conduct a Further Competition are set out in Framework Attachment 4 Schedule 5 (Call-Off Procedure). It is envisaged that the principle contracting vehicle for Lots 1, 3 and 4 will be Further Competition and RFQ and Lot 5 will be operated using the RFQ process. Lot 2 shall be operated using a Direct Award procedure as a single Supplier Lot. A Direct Award procedure may be employed for urgent requirements under any Lot.
- 2.8.2 Contracting Bodies will use the evaluation criteria and weightings set out in Framework Attachment 4 Schedule 6 (Award Criteria) to determine which Supplier should be appointed to supply the Services.
- 2.8.3 The Contracting Bodies may, on occasion, require delivery of a Service that incorporates elements from multiple Lots on the Framework Agreement. For example, a Contracting Body may require the creation of a graphics package and the provision of hardware to present the package to a Tribunal; incorporating Services from both Lots 1 and 2. In such circumstances a Call-Off Agreement for each Service element will be awarded to a Supplier from the relevant Lot.
- 2.8.4 In order to facilitate the provision of pan-lot requirements Suppliers responsible for individual Service elements shall be expected to collaborate in order to provide a co-ordinated delivery strategy. In order to ensure on-going collaborative working between Suppliers during the term of the Framework Agreement to provide the Services, Suppliers will be required under their respective Framework Agreements, to enter into the Co-operation Agreement set out in Attachment 11 as a condition of appointment to this Framework Agreement.
- 2.8.5 All orders placed by Contracting Bodies will be subject to the Call-Off Agreement terms and conditions contained within Framework Attachment 4 Schedule 4 and the

Call-Off terms and conditions supplemented as appropriate by such additional details as may be necessary.

- 2.8.6 The Contracting Bodies may, on occasion, require the delivery of Services in respect of highly sensitive cases; such matters will require the Supplier to provide an enhanced level of security. The award procedure for such requirements is set out in Framework Attachment 4 Schedule 5 (Call-Off Procedure).
- 2.8.7 The Contracting Body will manage the Supplier's day to day performance of the Call-Off Agreement.
- 2.8.8 There may be circumstances in which partially completed projects are no longer required by a Contracting Body; for example in the event of a change of plea to guilty by a defendant. The Contracting Bodies reserve the right to cancel any partially completed project for convenience, without reason, by providing notice of seven (7) calendar days. The Contracting Body shall meet the reasonable costs of any liabilities incurred by the Supplier at the time of termination.

### 3. REQUIREMENTS AND LOT STRUCTURE

- 3.1 A detailed description of the Services that a Supplier will be required to provide for a Lot in which it has been successful is set out in the Framework Agreement Attachment 4 Schedule 2 and in the OJEU Contract Notice. A copy of the OJEU notice is published at <http://ccs.cabinetoffice.gov.uk/i-am-buyer/procurement-pipeline>.
- 3.2 The Services covered by this Procurement have been subdivided into five (5) Lots, namely:

LOT	DESCRIPTION
1	<b>Presentation Packages</b> The design and creation of graphics packages to illustrate the context of evidence for presentation purposes.
2	<b>Hardware Provision</b> The supply and installation of visual display and audio equipment to equip a Tribunal centre to facilitate the electronic presentation of evidence
3	<b>Scanning Services</b> The conversion of paper based material into comprehensively indexed, searchable e-document databases.
4	<b>Videoconferencing</b> The provision of ad-hoc video conferencing services between Tribunal settings and individuals who have been permitted to give evidence remotely via video link.
5	<b>Multimedia Editing</b> Provision of an ad-hoc editing service to provide amended/redacted versions of multimedia recordings; often in the form of witness interviews.

### 4. PROCUREMENT TIMETABLE

- 4.1 The timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through Bravo if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
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DATE	ACTIVITY
12/02/16	Issue Contract Notice in the Official Journal of the European Union, publish the ITT on the e-sourcing suite and a Contract Notice on Contracts Finder
14/03/16	Deadline for clarification questions from Suppliers - 12:00 hours
30/03/16	Closing date for receipt of responses to ITT Suppliers - 12:00 hours
31/03/16 – 12/05/16	Evaluations of Tenders (including Supplier shortlisting for Lots 1 and 4)
28/04/16 – 05/05/16	Interviews with shortlisted Suppliers – Lots 1 and 4
06/05/16 – 13/05/16	Final selection of successful Suppliers for each Lot
06/05/16 – 13/05/16	Notification to successful Suppliers
06/05/16 – 13/05/16	Notification and feedback to unsuccessful Suppliers
13/05/16	Framework Agreement award notification
13/05/16 – 24/05/16	Mandatory standstill period
25/05/16	Framework Agreement award
01/07/16	Framework Agreement start date
Two (2) years	Duration of Framework Agreement

4.3 Suppliers who fail the Qualification Stage set out in section 9 or fail on grounds of non-compliance will be notified accordingly.

## 5. COMPLETING AND SUBMITTING A TENDER

5.1 To participate in this competitive Tendering exercise, Suppliers are required to submit a Tender which fully complies with the instructions in this document and in its Attachments.

5.2 Suppliers are strongly advised to read through all documentation first to ensure they have a clear understanding of how to submit a fully compliant Tender.

5.3 The Authority utilises Bravo to provide governance around the sourcing process. All Supplier responses must be managed through this tool. Suppliers are therefore advised of the following:

5.3.1 It is the Supplier's responsibility to ensure submission of a fully compliant Tender.

5.3.2 Suppliers should ensure they are using the latest versions of the Tender document and its Attachments, as the documentation may be updated during the course of the Tender process.

5.3.3 Any incomplete or incorrect submissions may be deemed non compliant, and as a result Suppliers may be unable to proceed further in the Procurement process.

5.3.4 Suppliers are strongly advised to allow plenty of time for the entering of responses into Bravo. It is advised that this activity commences as soon as possible and responses will be accepted before the Tender Submission Deadline.

5.4 For technical guidance on how to complete questions and Bid Fields, and upload any requested attachments please see Attachment 8 which contains instructions for contacting the Bravo help desk.

5.5 Additional Materials, Documents and Attachments

5.5.1 Suppliers must adhere to the following instructions:

5.5.1.1 No additional attachments can be submitted with a Tender unless specifically requested by the Authority.

5.5.1.2 Any additional documents requested by the Authority must only be attached at the question level in Bravo using a unique, unambiguous and relevant file name as specified by the Authority in the question. Any documents must be submitted in the format requested by the Authority in the question.

## 5.6 Data Entry

5.6.1 A fully compliant Tender must adhere to the following instructions:

5.6.1.1 All answers in the Tender must be inserted into the relevant answer box located beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box or as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender;

5.6.1.2 The Tender must be submitted in the English (UK) language;

5.6.1.3 Suppliers must answer all requirements accurately and precisely;

5.6.1.4 Where a number of options are offered as a response to a question, you must select the relevant option from the drop down list;

5.6.1.5 Suppliers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right; and

5.6.1.6 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). Any stated character limit is assumed to include spaces and punctuation.

## 5.7 Deadline for the Submission of Tenders

5.7.1 All Tenders must be received by the Authority by the Tender Submission Deadline (see the Procurement timetable in section 4 for details).

5.7.2 Tenders received after the Tender Submission Deadline may be rejected by the Authority. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

## 5.8 Uploading and Submitting a Tender

5.8.1 Suppliers are responsible for ensuring that their Tender has been successfully completed in Bravo prior to the Tender Submission Deadline.

5.8.2 All Tenders must be submitted to the Authority using Bravo. Tenders submitted by any other means will not be accepted.

5.8.3 Elements of a Tender may be opened and submitted or attached as required at any time before the Tender Submission Deadline using Bravo. Instructions explaining how to formally submit the Tender to the Authority are located on Bravo.

5.8.4 Suppliers may modify and resubmit Tender documents at any time prior to the Tender Submission Deadline. It is the Suppliers responsibility to ensure that all relevant responses and any Attachments have been submitted through Bravo. The Authority will not take any responsibility for Supplier missing documentation. Tenders cannot be modified once submitted after the Tender Submission Deadline. Bravo help desk contact details can be found in Attachment 8 Bravo Guidance.

5.8.5 Suppliers may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline via Bravo.

5.8.6 Tender submissions must remain valid and capable of acceptance by the Authority for a period of one hundred and twenty (120) days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period will lead to the rejection of the Tender.

## 6. CONTRACTING ARRANGEMENTS (SUB-SUPPLIERS AND CONSORTIA)

- 6.1 It is important that Supplier Tender responses convey a complete and accurate picture of how the Authority's minimum requirements for legal, economic and technical capacity, as set out in the Selection Questionnaire, will be satisfied.
- 6.2 The Tender must be completed in the name of the Supplier organisations or lead Consortia (if applicable) that will ultimately enter into a Framework Agreement with the Authority and therefore assumes liability for performance of the Framework Agreement (the "Supplier").
- 6.3 With the exception of Sub-Suppliers identified in the Tender (and subject to paragraph 6.8), no organisation other than the Supplier will be able to provide Services through the Framework Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Supplier whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Supplier can be only as Sub-Suppliers identified in the Tender.
- 6.4 The Authority welcomes Tenders from Suppliers collaborating as a Consortium or subcontracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in the following paragraphs must be followed.
- 6.5 Subcontracting Proposals
- 6.5.1 If Suppliers need to rely on the capability and/or experience of one or more Sub-Suppliers in their Tender to demonstrate capability to provide the Services in accordance with the requirements and the Framework Agreement they must inform the Authority in their Tender. Any Supplier using this approach should indicate that they will be the 'prime contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire.
- 6.5.2 A Supplier's Tender must clearly set out in their response to any question, where they will be relying on a Sub-Supplier, and include the name of the Sub-Supplier and explain the Sub-Supplier's capability and experience as the context of the question requires.
- 6.5.3 The Authority does not require all Sub-Suppliers be disclosed only those Sub-Suppliers who directly contribute to the Supplier's ability to meet its obligations under the Framework Agreement (including under any Call-Off Contract). Suppliers are not required to specify those Sub-Suppliers providing general services to the Supplier (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Supplier to perform the Framework Agreement. For example if the Authority requires a Supplier to hold a particular licence – then the Supplier may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its Sub-Supplier 'XYZ Co'.
- 6.6 Consortium Proposals
- 6.6.1 If a group of Suppliers wish to act jointly to provide the Services they may do so:
- 6.6.1.1 with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract. Please note that in accordance with Regulation 28 the Authority may require the Consortium to form a single legal entity for the purpose of concluding the Framework Agreement; or
- 6.6.1.2 using a separate entity (often referred to as a Special Purpose Vehicle or "SPV") who will ultimately enter into a Framework Agreement with the Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the Consortium members will need to nominate a guarantor for the SPV's performance of the Framework Agreement.
- 6.6.2 The Consortium should nominate a Lead Contact to lead the bidding process. If the SPV exists, then the Lead Contact should lead and complete the Tender as the SPV in its name and 'voice'. If the SPV does not yet exist or the Consortium plans to

collaborate on a joint and several basis; then the Consortium should nominate a Lead Contact to complete the Tender on behalf of all the Consortium members.

- 6.6.3 Where the Supplier relies on the capability and/or experience of one or more Consortium members in its Tender to demonstrate the Consortium's ability to provide the Services in accordance with the requirements of the Procurement and the Framework Agreement it must inform the Authority in its Tender.
  - 6.6.4 A Supplier's Tender must clearly identify in response to any question, when it is relying on another Consortium member, the name of the particular Consortium member and explain the Consortium member's capability and experience as the context of the question requires.
- 6.7 Queries
- 6.7.1 It is difficult for these instructions to deal with all potential Consortium and subcontracting scenarios. If Suppliers are unsure how to classify and communicate their contracting arrangements in your Tender, then they should contact the Authority at the earliest opportunity in accordance with section 7.
- 6.8 Changes to the Contracting Arrangements
- 6.8.1 The Authority recognises that arrangements in relation to Consortia and subcontracting may be subject to occasional change. Suppliers should therefore respond in the light of such arrangements as are currently envisaged. Suppliers are reminded that any future change in relation to the Consortium membership and subcontracting arrangements must be notified to the Authority at the earliest opportunity. The Authority will make a further assessment of the Tender by applying the selection criteria and/or award criteria to the new information provided.
  - 6.8.2 If Suppliers are awarded a Framework Agreement, any changes to arrangements in relation to Consortia and subcontracting which are made following the award will be dealt with in accordance with clause 16 of the Framework Agreement.
- 6.9 Declaration of Compliance
- 6.9.1 The Authority requires Suppliers to confirm within the Selection Questionnaire that each Sub-Supplier and/or Consortium member named in the Tender has read, understood and complied with the statements contained within Attachment 7 - Declaration of Compliance Part B. This provides the Authority with assurance that statements made by or in relation to the Sub-Suppliers and/or Consortium members are accurate and that they have participated in this Procurement in accordance with the terms of the ITT and the Terms of Participation in Attachment 6.

## **7. QUESTIONS AND CLARIFICATIONS**

- 7.1 Suppliers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement timetable in set out section 4). Questions must be submitted using the messaging facility provided within Bravo.
- 7.2 The Authority will not enter into exclusive discussions regarding the requirements of this Procurement with Suppliers. To ensure that all Suppliers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions raised by Suppliers, via the messaging facility in Bravo.
- 7.3 All responses to Supplier clarification questions will be answered on an ad-hoc basis and will be published by the Authority in a "Questions and Answers" document, which will be available in the "Attachments" section of Bravo.
- 7.4 Responses to questions will not identify the originator of the question. The Authority will endeavour to answer all clarification questions within four (4) working days and update the 'Questions and Answers' document on a regular basis. The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, within four (4) working days following the Tender Clarifications Deadline.

- 7.5 If Suppliers wish to ask a question or seek clarification without the Authority revealing the question and the answer on Bravo, then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will invite the Supplier to decide whether:
- 7.5.1 the question/clarification and the response should in fact be published; or
  - 7.5.2 they wish to withdraw the question/clarification.
- 7.6 The Authority may contact Suppliers at any time, both during the Procurement and post award with information, or with directions which may require action.
- 7.7 Suppliers are responsible for monitoring Bravo regularly and the 'Questions and Answers' document in particular, regarding responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how Suppliers complete the Tender.

## **8. OVERVIEW OF THE EVALUATION PROCESS**

- 8.1 Sections 9 and 10 below set out and explain the procedure, stages and process by which the Authority will assess Supplier Tenders. The evaluation procedure is divided into two key stages:
- 8.1.1 Qualification Stage evaluation - The Authority will assess responses to the Selection Questionnaire in accordance with section 9 below ("Qualification Stage"); and
  - 8.1.2 Award Stage evaluation - The Authority will assess responses to the Award Questionnaire in accordance with section 10 below ("Award Stage").
- 8.2 Tenders that do not meet the selection criteria at the Qualification Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.
- 8.3 Consensus Marking Procedure
- 8.3.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this section at both the Qualification and the Award Stages.
  - 8.3.2 The Consensus Marking Procedure is a two step process, comprising of:
    - 8.3.2.1 independent evaluation; and
    - 8.3.2.2 group consensus marking.
  - 8.3.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Suppliers in their Tender response. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:
    - 8.3.3.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
    - 8.3.3.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
    - 8.3.3.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the

evaluators reach a consensus regarding the mark that should be attributed to each Supplier's answer to the question.

8.3.3.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in Bravo.

8.3.3.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

## 9. QUALIFICATION STAGE EVALUATION

### Qualification Questionnaire

The Authority will assess Tender responses to the Qualification Questionnaire contained in the qualification envelope in Bravo. Tenders that do not meet the selection criteria at the Qualification Stage will be disqualified from further consideration in this Procurement. The Qualification Questionnaire addresses the areas outlined in the table below.

Section	Qualification Questionnaire Criteria
1.2	Supplier Information
1.3	Bidding Model
1.4	Contact Details
1.5	Licensing and Registration
1.6	Grounds for mandatory exclusion
1.7	Non-payment of taxes
1.8	Grounds for discretionary exclusion part 1
1.9	Grounds for discretionary exclusion part 2
1.10	Economic and financial standing
1.11	Technical and professional ability
1.12	Insurance
1.13	Compliance with equality legislation
1.14	Environmental management
1.15	Health and safety

9.1 The information submitted in response to the Selection Questionnaire will enable the Authority to consider Suppliers' legal, economic and technical capacity. Some of the information provided in response to the Background Questions will be taken into account for the purposes of considering Suppliers' financial standing (see Stage 3 below). If Suppliers fail to respond comprehensively and accurately to the Background Questions, their Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from further evaluation in the Procurement.

## 9.2 Stage 1

- 9.2.1 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders will be rejected by the Authority without proceeding to the next stage of evaluation.

## 9.3 Stage 2 – Economic and Financial Standing

The information Suppliers submit in response to section 1.10 Economic and Financial Standing will be used to carry out an assessment of their economic and financial standing.

- 9.3.1 The Authority uses a credit reference agency (currently Dun and Bradstreet) as the first step in determining financial risk. The Authority will request a Dun and Bradstreet financial risk score based on the information provided in response to the section 1.10. The report provided by Dun and Bradstreet will be used to determine the level of financial risk you represent. If the score provided by Dun and Bradstreet is 51 or more (where a standard UK score is available), or the risk level is 'average' or better (where a standard International score is available) then Suppliers will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.

- 9.3.2 If any of the following circumstances arise:

9.3.2.1 the score provided by Dun and Bradstreet (where a standard UK score is available) is less than 51;

9.3.2.2 the risk level is above (i.e. worse than) average (where a standard international score is available); or

9.3.2.3 no standard Dun and Bradstreet score is available for your organisation,

- 9.3.3 then the Authority may ask Suppliers to provide a copy of their audited accounts for the most recent two (2) years and one or more of the following in respect of their organisation or guarantor (as the case may be):

9.3.3.1 a statement of turnover profit and loss account and cash flow for the most recent year of trading;

9.3.3.2 a statement of cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or

9.3.3.3 an alternative means of demonstrating financial status if trading for less than a year.

- 9.3.4 The Authority will use the information described in paragraph 9.3.3, in addition to a detailed Dun and Bradstreet report (where available) to assess whether organisation's or Suppliers guarantor's financial risk is average or better.

- 9.3.5 If the Authority then determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being average or better, Suppliers will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.

- 9.3.6 If the Authority determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being above (i.e. worse than) average, then the Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.

## 9.4 Stage 3 - Selection Questionnaire Section 1.6 Grounds for Mandatory Exclusion, sections 1.8 and 1.9 Grounds for Discretionary Exclusion

- 9.4.1 In certain circumstances the Authority is required by law to exclude Suppliers from participating in this Procurement. If Suppliers cannot answer 'no' to every statement in section 1.6 it is very likely their Tender will be rejected and disqualified from further participation in this Procurement.

- 9.4.2 The Authority is entitled (in its sole discretion) to exclude a Supplier from further participation in this Procurement if any of the statements in response to sections 1.8 and 1.9 (grounds for discretionary exclusion) apply. If Suppliers cannot answer 'No' to every statement it is possible that their Tender will be rejected and disqualified from further participation in this Procurement. If any of the statements do apply, Suppliers should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Tender will be permitted to proceed any further in this Procurement.
- 9.5 Stage 4 - Selection Questionnaire Section 1.12
- 9.5.1 Evaluators will assess responses to the questions in section 1.12 and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire and evaluation guidance in Attachment 2.
- 9.5.2 The evaluation of Tenders will be completed in accordance with the Consensus Marking Procedure.
- 9.5.3 If, following completion of the Consensus Marking Procedure any response to a question in section 1.12 is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in section 10) and will be disqualified from further consideration for the purposes of this Procurement.
- 9.6 Stage 4 - Selection Questionnaire Sections 1.11, 1.13, 1.14, 1.15
- 9.6.1 Evaluators will assess responses to the above sections and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire and evaluation guidance in Attachment 2.
- 9.6.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 9.6.3 If, following completion of the Consensus Marking Procedure any response to a question in these sections is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in section 10) and will be disqualified from further consideration for the purposes of this Procurement.
- 9.7 Qualification of Tenders for the Award Stage evaluation
- 9.7.1 Following evaluation of Tenders at this Qualification Stage, those Suppliers whose Tenders:
- 9.7.1.1 pass the compliance check at Stage 1 above;
- 9.7.1.2 meet the financial standing requirement at Stage 2 above;
- 9.7.1.3 meet the standards set out in Regulation 23 at Stage 3 above; and
- 9.7.1.4 achieve a 'Pass' to all the questions in Stage 4 above;
- 9.7.1.5 will proceed to the Award Stage evaluation (as described in section 10). All other Tenders will be disqualified from further consideration for the purposes of this Procurement.
10. **AWARD STAGE EVALUATION**
- 10.1 Tenders successfully completing the Qualification Stage evaluation as described in section 9 will be subject to further evaluation in accordance with this section 10.
- 10.2 The Award Stage evaluation will comprise of:
- 10.2.1 an evaluation of Suppliers answers to the Technical Questionnaire ("Quality Evaluation"); and
- 10.2.2 an evaluation of the prices tendered in response to the Commercial Questionnaire ("Price Evaluation") for each Lot.

- 10.3 The scores for the technical and commercial questionnaires will be added together to give the total scores for each Supplier's response. The Authority will award places on the Framework Agreement to the Suppliers who submit the Most Economically Advantageous Tenders (MEAT).
- 10.4 To ensure the relative importance of both sets of criteria is correctly reflected in the overall score a weighting system will be applied to the evaluation of Tender submissions for each of the Lots; details of which are shown in the table below (10.8).
- 10.5 The Authority reserves the right to vary the weighting of technical and commercial criteria used in the evaluation of individual Further Competitions if required, to suit particular requirements.
- 10.6 The Authority requires Suppliers applying for Lot 5 to identify the Authority regions to which they can deliver the required Service. Details of the thirteen (13) Authority regions can be found in Attachment 3.
- 10.7 Following the technical and commercial evaluations there will be an additional stage to the evaluation process for Lots 1 and 4 only. The ten (10) highest scoring Suppliers for Lot 1 and the five (5) highest scoring Suppliers for Lot 4 will be invited to attend an interview at the Authority's premises in London. The interview will address the subject areas detailed in section 10.13 of this ITT. Each subject area will be scored out of ten (10) marks in accordance with the scoring definitions detailed in Attachment 3. At the conclusion of the interview process Suppliers marks for each of the subject areas will be combined to provide an overall total score. Suppliers must achieve a minimum score of 70% to be recommended for contract award. Please note that Suppliers scoring less than 70% will not proceed for recommendation to be appointed as a Supplier on the Framework Agreement.
- 10.8 High Level Evaluation Criteria

<b>HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF SUPPLIERS ONTO THE FRAMEWORK AGREEMENT</b>		
<b>Lot</b>	<b>Criterion</b>	<b>Percentage Weighting</b>
<b>1</b>	<b>Technical and Professional Ability</b>	<b>70</b>
	<b>Price</b>	<b>30</b>
<b>2</b>	<b>Technical and Professional Ability</b>	<b>30</b>
	<b>Price</b>	<b>70</b>
<b>3</b>	<b>Technical and Professional Ability</b>	<b>30</b>
	<b>Price</b>	<b>70</b>
<b>4</b>	<b>Technical and Professional Ability</b>	<b>60</b>

	<b>Price</b>	<b>40</b>
<b>5</b>	<b>Technical and Professional Ability</b>	<b>40</b>
	<b>Price</b>	<b>60</b>

10.9 Quality Evaluation Process

10.9.1 The evaluation of each Tender response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure. Under the technical criteria each Lot will have a number of sub-criteria against which Suppliers Tender responses will be evaluated and scored. Each scoring question is given a weighting to indicate the relative importance of that question in the overall evaluation. Tenders that score less than fifty (50) % of the available marks for the technical evaluation will be disqualified from the Tender process.

10.9.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below: Responses to each of the technical questions will be scored out of ten (10), with ten (10) denoting an excellent standard of response and zero (0) an unacceptable level of response. If a score of zero (0) is awarded to a response to one (1) or more questions the Authority shall reject the Tender. The table below provides a more detailed description of the scoring definitions.

<b>Assessment</b>	<b>Score</b>	<b>Interpretation</b>
Excellent	10	Exceeds the requirement and offers significant additional benefits and added value. Excellent demonstration by the Supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the Services, with comprehensive and compelling evidence to support the response.
Good	8	Satisfies the requirement and offers some minor additional benefits or added value. Good demonstration by the Supplier of the relevant ability, understanding, experience skills, resource & quality measures required to provide the Services, with strong evidence to support the response.
Acceptable	6	Satisfies the requirement. Demonstration by the Supplier of the relevant ability, understanding, experience, skills, resource & quality measures to provide the Services, with satisfactory evidence to support the response.

Minor Reservations	4	Some minor reservations of the Supplier's relevant ability, understanding, experience, skills, resource & quality measures required to provide the Services, with limited evidence to support the response.
Serious Reservations	2	Serious concerns about the Supplier's relevant ability, understanding, experience, skills, resource & quality measures required to provide the Services, with very limited evidence to support the response.
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the Services, with little or no evidence to support the response.

## 10.10 Price Evaluation Process

10.10.1 Suppliers shall be expected to complete a pricing schedule for each of the Lots on which they are bidding, based on the scenarios set out in Attachment 3. The total price for each of the Service elements set out in the pricing schedule shall be provided. Suppliers are also required to detail the pricing structure used to calculate the total price. This will be used to inform pricing for the Framework Agreement. The total cost evaluated will be the combined cost of the Service elements in the pricing schedule. The Supplier with the lowest combined price will achieve the Maximum Score available for that particular Lot with every other Supplier being awarded a percentage of the maximum score on a pro rata basis from the lowest to the highest price.

10.10.2 The price evaluation will be conducted using the following formula:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times \text{Maximum available marks (e.g. 50\%)}$$

For example, if three Tenders are received and Supplier A has quoted £3,000 as their total price, Supplier B has quoted £5,000 and Supplier C has quoted £6,000 then the calculation will be as follows:

$$\text{Supplier A Score} = \frac{\text{£3000}}{\text{£3000}} \times 50 \% \text{ (Maximum available marks)} = 50 \%$$

$$\text{Supplier B Score} = \frac{\text{£3000}}{\text{£5000}} \times 50 \% \text{ (Maximum available marks)} = 30 \%$$

$$\text{Supplier C Score} = \frac{\text{£3000}}{\text{£6000}} \times 50 \% \text{ (Maximum available marks)} = 25 \%$$

## 10.11 Price Evaluation Methodology

10.11.1 The Price Evaluation Process will be undertaken by different individual(s) evaluators to those individuals involved with the Quality Evaluation Process.

10.11.2 The Price Evaluation Process and resultant rankings of Suppliers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.

## 10.12 Final Score

10.12.1 The Quality Score awarded for a Lot will be added to the Price Score for the same Lot to determine the final score for each Supplier in the applicable Lot ("Final Score").

## 10.13 Interview Phase

10.13.1 The interview process will address the subject areas below; each subject area will be scored out of ten (10) marks in accordance with the scoring definitions detailed in section 10.9.2.

- Delivering a competitive service that is differentiated from other market players - ten (10) marks.
- Working with the Contracting Bodies stakeholders to deliver value for money solutions to requirements - ten (10) marks.
- Proposed solution to a demonstration scenario - ten (10) marks. Suppliers are required to produce a sample product for inspection, based on one (1) of the two (2) scenarios set out in Attachment 11. The sample product should be presented in either PDF or Microsoft Power-Point format.
- Short presentation, no more than twenty (20) minutes, detailing examples of work previously undertaken - ten (10) marks.

Please note that interviews will last for no more than one (1) hour, Suppliers will be expected to address all subject areas within this timeframe.

## 11. FINAL DECISION TO AWARD

11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Suppliers who offer the Most Economically Advantageous Tenders will be awarded a place on the Framework Agreement.

11.2 The Authority will inform Suppliers via Bravo the outcome of the ITT and who has been awarded as a Supplier on the Framework Agreement.

11.3 Following a Standstill Period of ten (10) calendar days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Suppliers

11.4 The Standstill Period is set out in Regulation 32A and, in summary, is a period of ten (10) calendar days following the notification of an intention to award a contract that has been tendered via the Official Journal of the European Union. During the Standstill Period the Authority will conclude the Framework Agreement or contract with each of the successful Suppliers. This period of time allows unsuccessful Suppliers the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is formally awarded. The Authority cannot provide advice to unsuccessful Suppliers of the steps they should have taken and, if they have not already done so, Suppliers should always seek independent legal advice, where appropriate.

## 12. GLOSSARY

Attachment	means a document made available to Suppliers in relation to this Procurement via the e-Sourcing Suite;
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Authority	Means the Crown Prosecution Service whose head office is located at Rose Court, 2 Southwark Bridge Road, London, SE1 9HS
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite Bravo;
Award Stage	means the part of the evaluation process described in section 10;
Background Questions	has the meaning in section 9;
Bid Fields	mean the bid fields set out in Bravo;
Call-Off Agreement	means a specific contract awarded by a Contracting Body under the terms of the Framework Agreement. The template Call-Off Agreement terms and conditions, to be used for every Call-Off Agreement awarded under the terms of the Framework Agreement, are at Attachment 5;
Consensus Marking Procedure	means the evaluation procedure described in section 9;
Consortium	means a group of Suppliers acting jointly and severally to provide the Services;
Contracting Body	means the Authority and/or any other Contracting Bodies described in the OJEU Contract Notice or who obtain agreement from the Authority to use the Framework Agreement
Direct Award	The award criteria set out in Framework Agreement Attachment 5 to be applied to the direct award of Call-Off Agreements
e-Sourcing Suite	means the online Tender management and administration system used by the Authority called Bravo;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with section 10;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Suppliers at the conclusion of this Procurement;
Framework Schedule	means a schedule to the Framework Agreement;
Further Competition	A competition which a Contracting Body will run amongst Suppliers awarded places on the Framework Agreement
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;
Invitation to Tender or ITT	means this Invitation To Tender(ITT) document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;

Lead Contact	means the member of the Consortium who is authorised in writing by each of the other members to that Consortium to provide the responses to the Selection and Award Questionnaires;
Lot	means a discrete subdivision of the Services which are the subject of this Procurement as described in the OJEU Contract Notice;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Supplier depending on the quality of its response to a question as set out in Attachment 2 - Selection Questionnaire and evaluation guidance, and Attachment 3 - Award Questionnaire and evaluation guidance;
Maximum Score Available	means the maximum score that can be awarded for a response to a question as set out in the table at section 10;
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Price Evaluation	means part of the Award Stage used to evaluate the Charges submitted by Suppliers;
Price Score	means the score awarded to Suppliers at the conclusion of the Price Evaluation process calculated in accordance with section 10.
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Bodies as described in the OJEU Contract Notice;
Qualification Stage	has the meaning in section 8;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to Suppliers at the conclusion of the Quality Evaluation process calculated in accordance with section 10;
Regulations	means the Public Contracts Regulations 2006 (located at <a href="http://www.legislation.gov.uk/uksi/2006/5/contents">http://www.legislation.gov.uk/uksi/2006/5/contents</a> ) and the Public Contracts (Scotland) Regulations 2006;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite Bravo;
Services	means the services that may be provided by the Suppliers, as set out at Framework Schedule 2;
Special Purpose Vehicle (SPV)	has the meaning in paragraph 6.6.1.2;
Standstill Period	has the meaning as set out in paragraph 11.4;
Sub-Supplier	An organisation or person that carries out some portion of the work or services on behalf of the Supplier
Supplier/s	means a potential service provider/s taking part in the ITT and if successful with whom the Authority will contract with under the Framework Agreement;

Tender	means the Suppliers formal offer in response to the Invitation to Tender.(ITT)
Tender Clarifications Deadline	means the time and date set out in section 4 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in section 4 for the latest uploading of Tenders; and
UK Living Wage	means the Living Wage as calculated by the Living Wage Foundation for most recent (or, where available, current) calendar year. <a href="http://www.livingwage.org.uk/calculation">http://www.livingwage.org.uk/calculation</a>