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29 November 2018

Dear Bidders,

Request For Quotation: PRJ 695 NELCSU Performance Management System

I am writing to you on behalf of NHS NELCSU. We currently have a requirement for the Performance Management service for a contract duration of 2 years plus an option of a 1 year extension; the details of which are set out in the Annex A to this RFQ letter.

We need our chosen supplier to commence the work in the week commencing 01 March 2019 for a period ending 31st March 2021 with a possible one year extension option to 31st March 2022.

Please note the attached (Annex B) Terms and Conditions for the Supply of Goods and Services will apply to any contract awarded as a result of this quotation exercise.

If you are interested in quoting for this requirement, please reply with a completed 'bid response document' to the following inbox nelcsu.clinical-procurement@nhs.net by **12 noon on 12 December 2018** with the following information:

- Full name and address of supplier, our reference number and your contact details;
- Details of services to be supplied including details in response to the requirements set out in the Annex A / the evaluation criteria to this letter and a referee (preferably public sector);

- Expected delivery / start / finish date, and a project time table;
- Total price excluding VAT (Annex C and Annex C1);
- Confirmation of acceptance of the terms and conditions of contract (Annex B);
- Annex D – Conflict of Interest Declaration.

Procurement Timeline

Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

#	Description of the Event	Start Date	Deadline
1.	Request For Quotation Issued	29/11/18	29/11/18
2.	Clarification Period	29/11/18	07/12/18
3.	Deadline for submission of quotations	12/12/18	12/12/18
4.	Evaluation of Quotations	12/12/18	21/12/18
5.	Approval of Contract Award Recommendation	07/01/19	16/01/19
6.	Outcome Notification of quotation exercise to successful and unsuccessful bidders	16/01/19	18/01/19
7.	Mobilisation Period	18/01/19	01/03/19
8.	Contract Commencement Date/Duration	01/03/19	01/03/19

NEL is seeking quotations from a number of suppliers. The following criteria will apply to the selection of the successful supplier:

#	Evaluation Criteria		Weight
1	Proposed Approach		80%
	1.1	Please explain how your system will meet NEL's requirements. Word Count: 500 words	30%
	1.2	Please provide Evidence of delivering similar relevant contracts and a proven track record in the NHS. Word Count: 400 words	15%
	1.3	Please explain how your system protects the confidentiality of person identifiable information and each of NEL customer's data. Please state your degree of compliance with the Data Protection Act and GDPR and provide copies of any independent accreditations that support your statement (ISO compliance for example). Word Count: 300 words	15%
	1.4	Explain how your company would maintain contact with NEL as a customer, including updates, notices and contract management. Word Count: 300 words	10%
	1.5	Please demonstrate how user friendly and intuitive the system or process is? Word Count: 400 words	10%
2	Price		20%
	Proposed Approach + Price		100%
3	<u>If there is a tie, there will be a Presentation/Interview with separate scoring at 100% weighting</u>		

Score		Definition
0	Non-compliant	No response or partial response and poor evidence provided in support of it. Does not give the commissioner confidence in the ability of the Bidder to deliver the Contract.

Score		Definition
1	Weak	Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Bidder to deliver the Contract.
2	Minor reservations	Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Bidder to deliver the Contract.
3	Compliant	Response is comprehensive and supported by good standard of evidence. Gives the commissioner confidence in the ability of the Bidder to deliver the contract. Meets the Commissioner's requirements.
4	Very good	Response is comprehensive and supported by a high standard of evidence. Gives the Commissioner a high level of confidence in the ability of the Bidder to deliver the contract. Exceeds the commissioner's requirements in some respects.
5	Excellent	Response is very comprehensive and supported by a very high standard of evidence. Gives the Commissioner a very high level of confidence the ability of the Bidder to deliver the contract. Exceeds the Commissioner's requirements in most respects.

The tender must be submitted in a PDF format, with pricing submitted in a separate file (or submit one priced and one unpriced bid). Quotations received after the above date and time may not be considered.

It would be appreciated if you could advise, within 3 days of receiving this RFQ, if you intend to submit a bid or your reasons for not submitting a bid.

If the panel feels at any point that there is not sufficient evidence to score a bidder on any evaluation point then they may, at their discretion, seek clarification from any and all bidders. Bidder clarifications will at all times take account of the commercial confidence of bidders.

If a bidder scores a '0' on any sub-section then they may be eliminated at the discretion of the panel, dependent on how service critical the panel deems that sub-section to be. If a bidder scores '0' on an entire section of the evaluation, the bidder will be automatically eliminated from any further evaluation.

The pass-mark for the qualitative evaluation (Questions 1.1 – 1.5) element is **50%**. If a bidder does not attain this score overall then their bid will be rejected. This process ensures that NHS NEL attain a minimum acceptable service quality. Following submission of bids, a moderation / evaluation meeting may be held.

In the event of a tie (where two or more top scoring Bidders have the same total weighted score including both quality and price), NEL may select from amongst those Bidders, and invite bidders for a presentation. The weight for the presentation will be at 100%. The Bidder with the highest weighted score for the presentation will be the winner of the bid.

Your response must be valid for acceptance for 90 days from the deadline for receipt of quotations. Your response constitutes an offer and if NEL accepts that offer then a legally binding contract will exist between us.

Respondents accept that NEL is subject to the Freedom of Information Act and government transparency obligations which may require NEL to disclose information received from you to third parties.

Rights to cancel or vary this Procurement Process - By issuing this RFQ, entering into clarification communications with Bidders or by having any other form of communication with Bidders, NEL is not bound in any way to enter into any Contractual or other arrangement with you or any other Bidder. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFQ but the Authority reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all Bidder in writing. The Authority will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

This RFQ letter and your response do not give rise to any contractual obligation or liability unless and until such time as NHS NEL issues a letter referencing this Request For Quotation with a signed contract and a valid Purchase Order number accepting your quotation. NHS NEL does not make any commitment to purchase and shall have no liability for your costs in responding to this Request for Quotation.

Canvassing and contacts

Bidders shall not in connection with this Procurement:

- Offer any inducement, fee or reward to any officer or employee of NHS NEL or any person acting as an advisor to NEL in connection with this Procurement;
- Do anything which would constitute a breach of the Prevention of Corruption Acts 1889-1916
- Canvass any of the persons referred to above in connection with the Procurement.

No attempt should be made to contact NEL staff, except the Project Team, or to contact NEL or NEL advisers or other NHS/DoH bodies as part of the procurement process. Any enquiries made to persons other than the NEL Project Team will be regarded as prima facie evidence of canvassing.

Conflicts of interest

In order to ensure a fair and competitive procurement process, NEL requires that all actual or potential conflicts of interest that a potential bidder may have are identified and resolved to the satisfaction of NEL.

Potential Applicants should notify NEL of any actual or potential conflicts of interest in their response to the RFQ. If the potential bidder becomes aware of an actual or potential conflict of interest following submission of the application it should immediately notify NEL by completing the Conflict of Interest form (see Annex D) for this procurement. Such notifications should provide details of the actual or potential conflict of interest.

If, following consultation with the potential bidder or bidders, such actual or potential conflict(s) are not resolved to the satisfaction of NEL, NHS NEL reserves the right to exclude at any time any potential Applicants(s) from the Procurement process should any actual or potential conflict(s) of interest be found by NEL to confer an unfair competitive advantage on one or more potential bidder(s), or otherwise to undermine a fair procurement process.

Examples of potential conflicts of interest are (without limitation) as follows:

- A Bidding organisation, or any person employed or engaged by or otherwise connected with a Bidding organisation, is currently carrying out any work for NEL, NHS England and/or the Department of Health (DH), or has done so within the last six (6) months;
- A Bidding organisation is providing services for more than one Potential Bidder, in respect of this Procurement.

The 'Conflict of Interest Declaration', provided in Annex D, must be completed by an authorised signatory, in his / her own name, on behalf of the Bidding organisation and attached in response to this section of this RFQ.

NEL should be immediately notified, in the event that any actual or potential conflict of interest comes to a potential Bidder's attention at any time following the submission of the potential Bidder's 'Conflicts of Interest Declaration' and bid documents.

If you have any queries about this letter or the requirement, please contact the under signed at nelcsu.clinical-procurement@nhs.net.

If you are unable to meet this requirement or are otherwise not intending to provide a quote, I would be grateful if you could let me know as soon as possible.

Yours sincerely,



Nadir Hussain

Procurement

NELCSU

Annex A

Specification / Project Brief

For

PRJ 695 Performance Management System

Tender specification Overview

NEL provides the following service to its customers:

- Risk Management and Reporting including Board Assurance Framework support
- Serious Incident Management¹
- Performance Indicator Management and Reporting

For clarity please note that we count NELCSU itself as a customer.

This is a continuous service. When the current support contract runs out on 21 March 2019 the new service must be fully up and running for 22 March 2019, including migration of data from the current service and all report design and training must be completed.

Requirements

Over the next 3 years (22.3.19 to 31.3.22) NEL anticipates its needs to be as follows:

Item	Service Needed			
	Yes	Yes	Yes	Optional
	2018/19 (22.3.19 to 31.3.19)	2019/20 (1.4.19 to 31.03.20)	2020/21 (1.4.20 to 31.3.21)	2021/2022 (1.4.21 to 31.3.22)
Performance Indicators (PI) Module	Yes	Yes	Yes	Yes
Serious Incident Management Module ¹	Yes	Yes	Yes	Yes
Risk Management Module	Yes	Yes	Yes	Yes

¹The requirement for this module will be confirmed at contract award stage.

NELCSU wishes to procure a single supplier performance management system service on a 2/3 year contract with a break clause at the end of each year for force majeure only, the service to comprise:

- Web enabled Software including full audit, query , alerts and reporting capabilities;
- Off site hosting by supplier and all associated activities including back-ups;
- Training (where identified as necessary);
- Performance Indicator Module Annual Support;
- Serious Incident Management Module Annual Support;
- Risk Module Annual Support;
- Access to all fixes, developments & enhancements as part of Annual Support costs;
- User Licence/ Unlimited Site Licence;
- Access to a Help Desk/ Technical support during normal office hours as part of the Annual Support arrangements.
- Transfer of data from current system.

Our expectation is a fixed price contract for 2 plus 1 years, the third year being optional for NELCSU. Day to day operational activities and administration will be carried out by NELCSU staff.

Suppliers must demonstrate:

- That they have successfully supported a performance management system in an NHS environment where the operational service is being provided by one NHS organisation to a number of its NHS customers;
- That their system protects the confidentiality of person identifiable information and each NEL customer's data. This is of paramount importance.

Logistics Requirements

The NELCSU team that will run the system on a day to day operational level and provide local system administration is currently based at the NELCSU office at 1 Lower Marsh Waterloo in London (or future operating location In SE England). Training, if necessary, will need to be provided on site or within a reasonable travelling distance (as determined by NELCSU).

Supplier travel to customer sites is not anticipated; the aim is for the trained NELCSU team to provide operational support to its customers.

The performance management system will be a core system for NELCSU and its customers. Availability and resilience will be of prime importance. Access must be guaranteed Monday to Friday 8am to 7pm

inclusive and the expectation is that the system will normally be available on a 7 day a week basis unless otherwise agreed in advance.

NELCSU will require a single point of contact for supplier relationship management.

Other

As part of the tender exercise the supplier will detail any ICT work necessary at local level to access and run the system and any minimum local ICT requirements.

It is expected that any solution will integrate with NELCSU network systems where relevant and with minimal impact to network capacity.

Timeframe

This is a continuous service. When the current support contract runs out on **21 March 2019** the new service must be fully up and running for **22 March 2019**, including migration of data from the current service and all report design and training must be completed.

Annex B

Terms and Conditions of Contract



Contract_Goods and
Services.docx

Annex C

Financial Submissions

Financial Envelope for 2 years plus 1 year extension (whole life contract value) - The financial envelope available for this work is up to £55,800 including VAT. Any quotation materially exceeding the financial envelope may not be considered.

1.1 Providers are required to submit a comprehensive pricing schedule covering all costs involved with satisfying the Customer need, covering (but not restricted to) the following points:

- Software Purchase cost;
- Software Licence costs;
- Annual Support Costs;
- User Licence (unlimited users);
- Implementation/ Localisation package;
- Training package (based on 25 users);
- Detail any other necessary costs which will be required (e.g. marketing, translation, management fee, overheads, cost of providing any materials etc);
- Transfer of data from the current system;
- The price submitted must be the total cost of the delivery of the service;
- All charges must be provided in GBP and must be inclusive of VAT.

1.2 The charges must be inclusive of any and all additional charges which may apply. Contracting Authority will not accept any additional costs which are not declared.

1.3 The commercial scoring will be based on the total contract value

1.4 Providers are required to complete and submit the pricing schedule as part of their submission

Annex C1

NHS NEL is requesting that bidders submit a breakdown of total cost for all the work / services as detailed in the Service Specification.

PRJ 695 Pricing Schedule (Complete as appropriate). Please enter “Nil” where a box does not apply.

Activity	Fixed Cost Proposal		
	Year 1 01.03.19 to 31.03.20 £ (13 months)	Year 2 01.04.20 to 31.03.21 £	Year 3** 01.04.21 to 31.03.22 £ (Optional)
Core Software – Purchase/ Licence*			
Core Software – Annual Support			
Risk Management - Purchase/ Licence*			
Risk Management – Annual Support			
Serious Incident Management – Purchase/ Licence***			
Serious Incident Management – Annual Support***			
Performance Indicators – Purchase/ Licence*			
Performance Indicators – Annual Support			
User Licence (Unlimited User Licence)			
Transfer of data from the current system (year 1 only)			
Implementation/ Localisation Package			
User Training (Assume 25 core users)			
Other Costs (please specify):			
Total Per Year (£)			
Total Contract (£)			

*Please specify purchase or licence

**Year 3 for information purposes only.

*** The requirement for this module will be confirmed at the contract award stage.

Price Scoring Mechanism

The lowest price (within affordability limits) will be awarded the maximum score for price with other bidders awarded score in proportion to the lowest priced using the following formula:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Other/Higher Tender Price}} \times 20 \text{ (maximum score/mark available)}$$

All costs must be inclusive of travel and related expenses to the Base location if required. An estimate of the overall costs for expenses must be submitted to enable comparison of bids on an equal basis.

All prices include VAT.

If submitting your proposal as a pdf document, please submit your prices in a separate file.

ANNEX D

Declaration of conflict of interests (Bidders/Contractors)

Project Name: PRJ 695 Performance Management System

NHS NEL Bidders/potential contractors/service providers' declaration form: financial and other interests

This form is required to be completed in accordance with NEL's Constitution, and s140 of the NHS Act 2006 (as amended by the Health and Social Care Act 2012) and the NHS (Procurement, Patient Choice and Competition) (No2) Regulations 2013 and related guidance

Notes:

- All potential bidders/contractors/service providers, including sub-contractors, members of a consortium, advisers or other associated parties (Relevant Organisation) are required to identify any potential conflicts of interest that could arise if the Relevant Organisation were to take part in any procurement process and/or provide services under, or otherwise enter into any contract with, NEL, or with NHS England in circumstances where NEL is jointly commissioning the service with, or acting under a delegation from, NHS England.
- Any changes to interests declared either during the procurement process or during the term of any contract subsequently entered into by the Relevant Organisation and NEL must be notified by completing a new declaration form and submitting it to NEL.
- Relevant Organisations completing this declaration form must provide sufficient detail of each interest so that NEL, NHS England and also a member of the public would be able to understand clearly the sort of financial or other interest the person concerned has and the circumstances in which a conflict of interest with the business or running of NEL or NHS England (including the award of a contract) might arise.
- If in doubt as to whether a conflict of interests could arise, a declaration of the interest should be made.

Interests that must be declared (whether such interests are those of the Relevant Person themselves or of a family member, close friend or other acquaintance of the Relevant Person), include the following:

- the Relevant Organisation or any person employed or engaged by or otherwise connected with a

Relevant Organisation (Relevant Person) has provided or is providing services or other work for NEL or NHS England;

- a Relevant Organisation or Relevant Person is providing services or other work for any other potential bidder in respect of this project or procurement process;
- the Relevant Organisation or any Relevant Person has any other connection with NEL or NHS England, whether personal or professional, which the public could perceive may impair or otherwise influence NEL's or any of its members' or employees' judgements, decisions or actions.

Declarations:

Name of Relevant Organisation:	
Interests	
Type of Interest	Details
Provision of services or other work for NEL or NHS England	
Provision of services or other work for any other potential bidder in respect of this project or procurement process	
Any other connection with NEL or NHS England, whether personal or professional, which the public could perceive may impair or otherwise influence NEL's or any of its members' or employees' judgements, decisions or actions	

Name of Relevant Person	<i>[complete for all Relevant Persons]</i>
Interests	

Type of Interest	Details	Personal interest or that of a family member, close friend or other acquaintance?
Provision of services or other work for NEL or NHS England		
Provision of services or other work for any other potential bidder in respect of this project or procurement process		
Any other connection with NEL or NHS England, whether personal or professional, which the public could perceive may impair or otherwise influence NEL's or any of its members' or employees' judgements, decisions or actions		

Form Completion

<p>I declare that to the best of my knowledge and belief, the above information is complete and correct. I undertake to update as necessary the information. I understand that the information will be used in the evaluation process to assess my organisation's suitability to be included in the tender evaluation process, and that giving false information may result in my organisation being disqualified from the process, at this or whatever stage it becomes known to the Commissioners.</p>	
Signed:	
Name:	
Position:	
Bidder:	
Date:	