

OFFICIAL-SENSITIVE (COMMERCIAL)

Request for Proposal



Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI) – Science and Technology Facilities Council (STFC)

Subject: CMMS/EAM Software for the ISIS Facility

Sourcing Reference Number: DDaT22481

UK Shared Business Services Ltd (UK SBS) www.uksbs.co.uk

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Version 5.0



Shared Business Services

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed <u>here</u>.

Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

https://www.uksbs.co.uk/use/pages/privacy.aspx

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

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

Section 2 – About the Contracting Authority

UK Research and Innovation

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

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

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

For more information, please visit: www.ukri.org

Section 3 – Working with the Contracting Authority

Sectio	on 3 – Contact details	
3.1.	Contracting Authority Name and address	UK Research and Innovation Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL
3.2.	Buyer	Liam Tucker
3.3.	Buyer contact details	DDaTProcurement@uksbs.co.uk
3.4.	Estimated value of the Opportunity	The contract value for the initial 3-year duration shall not exceed £300,000.00 excluding VAT. (Estimated to be £40,000.00 excluding VAT in year 1 for implementation and training, and £90,000.00 excluding VAT for licencing, training, support and maintenance per annum for years 1, 2 and 3) There is the option to extend for a further 1- year period, which shall not exceed £90,000.00 excluding VAT. The total contract value including optional extension shall not exceed £400,000.00 excluding VAT. Please note there is no obligation or commitment to extend beyond the initial 3- year duration.
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.

Sectio	on 3 - Timescales	
3.6.	Date of posting of Contract advert to Find a Tender.	Sunday 5 th March 2023

3.7.	Date RFP available to Bidders on Contracts Finder	Monday 6 th March 2023
3.8.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Monday 27 th March 2023
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Friday 31 st March 2023
3.10.	Latest date and time for Bidder to request access to the RFP documents	Tuesday 11 th April 2023 10:00am
3.11.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Tuesday 11 th April 2023 11:00am
3.12.	Notification of Demonstration shortlisting	Tuesday 25 th April 2023
3.13.	Demonstrations	Week commencing Monday 1 st May 2023
3.14.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 25 th May 2023
3.15.	Anticipated Contract Award Date	Thursday 8 th June 2023
3.16.	Commencement of Contract	Monday 12 th June 2023
3.17.	Completion of Contract	Thursday 11 th June 2026
3.18.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

UK SBS wishes to establish a Contract for the provision of an integrated computerised maintenance management software (CMMS) and Enterprise asset management (EAM) software package on behalf of UK Research and Innovation (UKRI) – Science and Technology Facilities Council (STFC).

The software will be for used at the ISIS Neutron and Muon Source facility and aid with the management of assets and maintenance activities.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the "Regulations").

It is intended that a sole provider will be appointed for this Contract.

1. Introduction

STFC's ISIS facility uses a particle accelerator to produce neutrons and muons which are used to carry out research in the physical and life sciences. The facility uses cutting edge technology and equipment to operate the accelerator continuously through user cycles, with planned maintenance periods approximately four times per year. The facility operates twenty-four hours per day during the user cycle. To ensure high availability and reliability of the assets within the accelerators, target stations and beamlines we require a software-based CMMS / EAM system to store asset information, including its location which may be mobile, maintain the stores inventory and operate a maintenance and work order management system.

2. <u>Aims & Objectives</u>

The primary aims are:

- Centralisation and computerisation of the assets data.
- Centralisation of the maintenance and work order management.
- Common stores inventory and stock control system.
- Enhanced reporting of ISIS facility assets and reliability data.
- Improved operating reliability and availability.

The key objectives are:

- Available on PC based and mobile platforms.
- Configurable software which must not require customisation.
- Ease of use, especially on the shop floor level.
- Able to track and record the movement of ISIS assets.
- 3. Background to the Requirement

Over the past 24 months the ISIS facility has been researching the requirement for software to manage the general status of the ISIS particle accelerator assets through their

lifecycle and manage their maintenance regimes. During this period, we have identified the software capability requirements that form the specification.

4. <u>Scope</u>

The below describes the scope for the computerised maintenance management software (CMMS) package for the ISIS Neutron and Muon Source. The software will be used to:

- Plan a broad range of maintenance activities from reactive through to preventative and reliability centred.
- Schedule and assign maintenance activities, including shutdown scheduling.
- Manage the assets lifespan through their entire lifecycle.
- Track assets that are movable in their location.
- Management of assets spares, stores functionality.
- Produce reports and dashboards associated with asset activities.
- Associate safety procedures and documentation such as RAMS, PTW and LOTO.
- Shift Log allowing events during a shift to be recorded and exchanged between shifts and the equipment owners.
- Manage the calibration activities and analyse calibration data of assets through their lifecycle.
- Connect, communicate, and export data with third party software such as condition-based monitoring systems, spreadsheets, and external reporting software such as Power BI.

The main focus of the requirements is predominantly CMMS based. However, we accept that some of the required functionality associated with asset lifecycle management move away from CMMS and into EAM systems. It is likely that EAM requirements will grow in future years and therefore there is a requirement for the bidders proposed CMMS system to be either be an integrated part of an EAM system or capable of communicating with an EAM system.

The system will be used by two types of users:

- Office based specialist managers such as electrical maintenance manager, ancillary plant manager and accelerator and beamline equipment managers to enter maintenance work orders, plan, schedule and assign these work orders; enter assets locations as they move along general asset lifecycle data and report on operation performance/reliability.
- 2. Technicians on the floor of the facility who will be responsible for selection of work orders for them to carry out, reporting and closing of work orders on completion. Creation of work orders from inspections. The expectation is that they will be accessing the CMMS system via mobile phone devices.

Of these two types of CMMS users the number of CMMS users are as follows:

Office based Managers using CMMS: 12 Technicians using CMMS: 40

It is likely that the number of users will vary in either direction. The licensing arrangement should be such that it can accommodate this variation if required.

This tender covers:

1. The initial purchase/rental agreement of the software, (dependent on the software licensing model)

- 2. Installation and start-up phase.
- 3. Training.
- 4. Ongoing Support

5. <u>CMMS Software Requirements</u>

The MANDATORY company and system requirements are defined as follows:

5.1 Software Company/ Distributor

For support and maintenance purposes a UK presence is required for either the software company (vendor) if sold directly or the software company approved distributor (reseller). They must be able to demonstrate a proven track record in the sale and support of CMMS/EAM software. They must be able to demonstrate expertise in the installation, commissioning, and on-going support of the software.

They will provide regular contact to cover issues, upgrades, new functionality, general news on the product and support for new user and experienced user training.

They will provide specific support for the implementation of the software and early days usage. User support must be available during standard office hours, (09:00 till 17:00) either via telephone or online via in person, chat functionality or help guides.

5.2 Software, Security, and Implementation

The software application can either be hosted on local servers managed by STFC or alternatively hosted on external servers (the cloud) managed by a third party. The company must be ISO 9001 certified.

User Interface (UI) must be configurable to our requirements. Commands that are not required shall be able to be hidden from individual users or groups of users.

There shall be no requirement for custom code to be written, all requirements must be met by standard functionality, with out of the box configurability.

The application must be kept up to date. If hosted onsite; patches and or upgrades must be made available.

The application will be available via both desk-based PCs and via mobile APP available on iOS and Android.

5.2.1 Cloud Information security

For cloud-based software and the related STFC database associated with the software, the company shall demonstrate how they manage the security of the software and related database. Compliance with Information Security requirements as detailed within question SEL1.10 - Information Security is required, this could be in the form of ISO 27001, IASME Governance standard, Cyber Essentials certification or maintaining a self-certified Information Security Management System demonstrating the effective management of risks to confidentiality, integrity, availability of information. The bidder will provide Information on which Information Security Management standards they apply and have been accredited by for the infrastructure and web applications associated with the application.

5.2.2 Implementation Phase and Training

Following the award of contract, support is required for the implementation phase. STFC requires a phased approach to the implementation of the software. Asset database loading, training for key personnel and initial use of basic functionality for maintenance, reporting and stores functionality should be considered for the initial phase. Information should be provided as part of the tender to outline how you plan to support the introduction of the software.

Initial training must be provided to all users at all levels. Ongoing training e.g., for new functionality must be available. Training should cover all aspects of the software including internal/external software interfaces.

5.2.3 Asset Database Structure

The asset hierarchy used within the asset database must align with the ISO 14224 standard which provides a comprehensive basis for the collection of reliability and maintenance data and is recognised as best practice as part of the ISO 5500 series on Asset management.

For the ISIS facility two naming conventions will be used for the locational elements of the asset hierarchy. For the accelerator components the naming convention is based on the location within the accelerator; Linac, synchrotron, beamlines, etc. For the electrical infrastructure, the building location is used.

For RAL Space the assets will be divided between five owner groups, physical locations within three buildings, rooms in those buildings and systems in those

Building number	R25	R100	R114
Dynamics		~	✓
EMC			✓
Infrastructure	~	~	√
Thermal Vacuum	~	~	√
Imaging Systems		~	

Table 1 RAL Space user groups and physical Locations

Within the asset database information is stored regarding required asset information and attributes as well as parent – child relationships. The software must be capable of showing the hierarchy, maintaining the parent child relationships and asset attributes. Asset attributes include manufacturers information, serial numbers, cost, purchase date, photos, calibration data, statutory inspections, etc.

5.3 System Requirements

The MANDATORY software requirements are defined as follows:

5.3.1 Platforms

The software application must be available via both desk-based PCs/Laptops and via a mobile phone APP compatible with iOS and Android. The mobile version of the software must be capable of using the smart technologies of the mobile platforms such as camera integration for photographs and QR code scanning, GPS data, and text input or voice to text. It must be capable of operating "offline" and then uploading data once a connection is re-established. Via the mobile version of the software the user should be able to search for and accept scheduled jobs; complete checklists; view asset history, add images and attachments; view and complete any job-related RAMS; issue and return spare parts and create new work requests.

5.3.2 Usability

STFC accepts that defining software usability and intuitiveness is difficult to define and is variable from user to user. In general, the software should be:

- Intuitive and easy to use, both on the web and App based versions.
- Intuitive relates to the ability of the user to achieve basic functionality tasks on first time use of the software.
- Usability relates to the ability to achieve the desired outcome via the minimum and repeatable number of operations and screens.
- Efficient in its operation. Once users have learned the function or task; they should be able to quickly perform the task repeatedly irrespective of how often they use the software.
- Memorable in its design and functionality. It should be easy to re-establish proficient use of the software.
- Should only display information and functionality relevant to the user level and the task being performed.
- Flexible and user configurable.
- Easy to recognise icons for frequently used features with navigation bars that quickly launch key features.

5.3.3 Administration of Users

The software must be capable of defining various user roles from basic functionality such as work order viewing, selection, and inputting of job completion data, through to the roles of key users and system administration.

5.3.4 Administration of Data

The software must be capable of the import and export of data via standard Microsoft packages. Export of data is required for reporting purposes to various external software packages such as Microsoft Power Bi.

The software must be capable of accepting data from third party devices such as condition-based monitoring systems and the Industrial Internet of Things IIOT, via application programming interfaces, APIs. The software will via APIs allow for data to be pushed into its database to allow for triggering of work orders based on information held externally within condition-based monitoring systems and other external control systems.

5.3.5 QR Code Asset Labels

The assets within the database will use QR codes on the asset labels. The software must be capable of scanning the QR code via the mobile APP to provide asset information and work order selection or creation.

The software must be capable of accepting data from third party devices such as condition-based monitoring systems, SCADA, and the Industrial Internet of Things IIOT, via application programming interfaces, APIs.

5.4 Management of Assets

The software must be capable of asset management that covers the complete lifecycle of the asset from concept through to end of life. Besides standard CMMS functionality it must be capable of storing and accessing data relevant to the asset and its lifecycle within asset files such as asset manufacturers data, age, cost, replacement information, CAD information, photographs, performance management, lifecycle management, financial and fixed asset management. Support for warranty/guarantee and calibration management through automated notification of end of warranty/ guarantee and calibration periods.

5.4.1 Asset Representation

The software must be capable of representation of the assets via a tree structure that matches the defined asset hierarchy, via graphical representation such as plan views of the facility and GPS data. Direct access via search terms. It must create an asset structure that allows for visibility of asset relationships and dependencies that contains key information and images, including the visibility of spare parts used on equipment that can drill down to full inventory and stock details. It must record equipment purchase costs and known depreciation and or asset lifetimes for replacement to allow for repair or replace strategies.

5.4.2 Moveable Assets

Not all assets within the database are maintained within a fixed location. Several are movable between accelerator area and accelerator system. The software must be capable of recording, tracking and provide a history of the change in assets location.

1. Assets should record a history of previous positions within the hierarchy or overall system when their position is changed.

1.1 The previous parent asset name and date of movement should be stored as a minimum requirement of the software.

1.2 The following features would be considered advantageous when considering moveable assets:

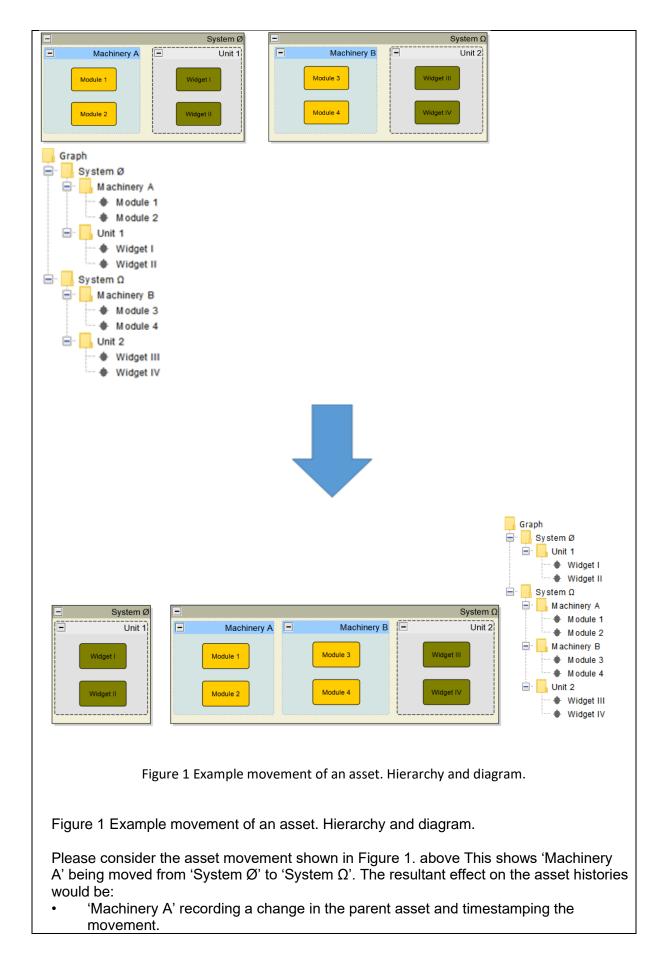
1.2.1 A user input to explain the reason for the movement.

1.2.2 An update on the immediate parent asset to note the movement of a sub-asset

1.2.3 An update on immediate child assets to note movement of the parent asset

1.2.4 Limitations on parent assets or movable locations to minimise accidental movement to an inappropriate or wrong parent asset.

2. A reporting tool or summary page on individual assets should be available to view the asset's movement history and or location on a specific date/ time.



- 'System Ø' recording a change in its child assets and timestamping the movement & reason.
- 'System Ω' recording a change in its child assets and timestamping the movement & reason.
- 'Module 1' and 'Module 2' recording a change in their parent asset and timestamping the movement & reason.
- Records of 'Unit 1', 'Unit 2' and 'Machinery B' would be unaffected by the movement.

The software should have protection to prevent asset movement to an inappropriate location in the hierarchy, either on asset types or within the mechanism for asset movement. E.g., in Figure 1, 'Module 1' should be prevented from being moved into 'Unit 1', as parent asset type 'Unit' would be incompatible for asset type 'Module'.

5.4.3 Calibration

The software must have the following calibration management requirements:

- 1. The system allows the store of calibration certificates of each period.
- 2. The assigned administrative user of each instrument shall be able create/edit calibration record of their instrument.
- 3. The calibration and maintenance due date is automatically adjusted according to last date of the previous periods.
- 4. The system shall inform the user before the due date for re calibration via email. It shall take into account the send and return time when calculating notification time.
- 5. The system shall allow forward and reverse traceability with error checking.
- 6. The system shall track the sensitivity values and give out-of-tolerance and nonconformance reports.
- 7. The system shall have the ability to read and write calibration data in a portable format such as comma separated value (.csv) files
- 8. The system shall give automatic warning of items out of calibration to the administrator. Additionally, the system shall also show instruments that remain 30 days from due date.

5.5 Dashboards / Reports

The software must contain a range of inbuilt dashboards and reports that can be used to monitor asset performance and report on a range of KPIs. In addition to the software supplied dashboards and reports the software should allow for user defined/ created versions and for dynamic change to supplied dashboards by the user. This statement is also applicable to the KPIs. The dashboards will cover asset lifecycle management as well as preventative maintenance and asset availability. The dashboards will show trends and root causes and will allow for analysis through filtering and data drilling. The software will be capable of graphical representation and analysis of standard asset indicators such as MTTR and MTBF. It will allow for a wide variety of chart types such as Bar, Line, Gauge, table, etc.

The Software will allow for the export of data to third party software such as Power BI, word, excel and produce pdfs.

6 Maintenance and Work Order Management

The software must be capable of planning, scheduling and prioritising work orders for the assets contained in the database. Work orders created will cover the full range of maintenance from reactive, preventive, scheduled and condition based via external monitoring/ metering, including warranty and calibration periods.

6.1 Work Requests

Most work orders will be created by the equipment owners themselves or their dedicated team. However, there will be some via API interfaces and general staff who may not know who owns the equipment. To cater for this minority of work requests a service desk will be utilised to assign work orders to the correct person.

6.2 Work Orders

The system must allow scheduling of work orders on a daily/weekly/monthly basis and into planned maintenance shutdown periods. It should allow work orders to be grouped to facilitate efficient working and for contractor management. It will allow all relevant information regarding the work order to be attached including RAMS, required parts and service plans. Allocation of required resources/ skills to the work order. Screens used for work order management should allow for a variety of scheduling methods such as graphical, calendar and table based. Only work orders relevant to the user should be displayed. It should take into account any shift work, resource availability levels including approved leave, skills required and known parts availability.

Work orders will be created from known schedules, third party equipment via APIs, scanning of QR codes, direct input and via email-based job requests. The attachment of image and text-based information must be allowed for.

Work order status and category and any relevant failure codes and action codes should be available information to the user.

Upon completion of works the system should record all relevant information regarding the work order management such as actual time taken to complete, used parts, cost charged and text/image-based input from the person carrying out the work order task. Data created from the work order will be available for reporting and analysis purposes including the tracking of downtime and time taken for fault repair or the schedule maintenance.

7 Stores Management

The system must provide a stores inventory management functionality. This will include an overall inventory of stock across multiple stores locations, maximum and minimum stock levels. Images of parts, manufacturers details, calibration requirements, supplier information, where used, usage against work orders. Re-order levels and the utilisation of stock management techniques such as FIFO, LIFO and FEFO. Upon triggering a reorder level, the system will notify the relevant manager.

The stores management will also link to relevant dashboards and reports associated with stores inventory control.

8 HSE Capability

The system must be capable of containing HSE information relevant to the assets and associated work orders. It will not be used for incident reporting or investigation. Capability should include creation and allocation of asset safety procedures including LOTO and PTW and RAMS.

The HSE functionality must also contain reporting functionality to see who and when work permits were created/ requested and closed as well as a display of current open permits.

The DESIRABLE software requirements are defined as follows:

9 Shift Log

The ISIS facility is a continuous 24-hour operational facility and as such operates a three-shift system in the main control room. Capability within the system to provide a "shift log" functionality would be advantageous, but not a critical necessity of the requirements. If provided the shift log should allow for the exchange of information between shifts and asset owners. This includes shift handover information, a list of current off-line and or failed equipment that can also show the related technical activities and comments from the asset owners.

10 Energy Management

The ISIS facility is committed to sustainable operations which includes management of its energy resources. Capability within the system to provide energy management capability would be advantageous, but not a critical necessity of the requirements. Energy resources utilised by the facility are primarily electricity and water. Desired capability includes the ability to capture, record and display energy resource consumption of individual assets, complete systems, and the complete facility. This will be used for historical analysis, instantaneous readings, and the recording of when specific levels are exceeded.

6. Demonstration

6.1 Summary of Demonstration Requirements

As part of the further competition process, Bidders will be required to deliver a demonstration to the UKRI evaluation panel covering the demonstration criteria specified below.

Following the submission of bids, UKRI will evaluate the Quality (Technical) and Commercial (Price) of supplier submissions and the top THREE (3) highest scoring suppliers will be invited to deliver demonstrations on or around week commencing Monday 1st May 2023.

The proposed times for demonstrations will be shared with the shortlisted suppliers at the notification stage.

System Demonstrations will be scored in alignment with the scoring methodology detailed in <u>Appendix D - Demonstration Scoring Model</u>.

This score will be added to your Quality (Technical) and Commercial (Price) scores from the shortlisting stage to afford you with a final overall bid score.

Demonstration Criteria:

The demonstration is an opportunity for the supplier to demonstrate their software and particularly the ease of use of the software functionalities and how specific functionality works, user experience from a system administrator and user perspective.

Please note that UKRI reserve the right to utilise part of the demonstration session, if deemed necessary to carry out some due diligence in order to validate the content of the written submission.

UKRI would like the bidders to demonstrate the following functionalities:

- 1. Ease of use, (usability) of the software.
- 2. How new assets are entered into the system.
- 3. Information that can be associated with assets.
- 4. Administration of users and data.
- 5. How to move assets between locations or parent asset systems.
- 6. Work order management
- 7. Stores functionality
- 8. HSE functionality
- 9. Reporting and Dashboards
- 10. Mobile APP functionality

The contract value for the initial 3-year duration shall not exceed £300,000.00 excluding VAT.

(Estimated to be £40,000.00 excluding VAT in year 1 for implementation and training, and $\pm 90,000.00$ excluding VAT for licencing, training, support and maintenance per annum for years 1, 2 and 3)

There is the option to extend for a further 1year period, which shall not exceed £90,000.00 excluding VAT.

The total contract value including optional extension shall not exceed £400,000.00 excluding VAT.

Please note there is no obligation or commitment to extend beyond the initial 3-year duration.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, or where the proposed modifications do not change the risk balance of the contract, shall be raised as a formal clarification during the permitted clarification period and the Contracting Authority's proposed terms are still required to be accepted in full as part of any bid submission. The Contracting Authority reserve the rights to reject any amendments to the terms that are not acceptable to the Contracting Authority.

However, the Contracting Authority is prepared to consider the addition of an addendum to its terms on the basis of SaaS contractual requirements and 3rd party SaaS contractual requirements that potential bidders may be obligated to include as part of any cloud-based solution offered. If bidders have such 3rd party SaaS contractual obligations that would prevent them from bidding if they were not to be included, these should be detailed in a separate SaaS addendum terms proposal, and included in their bid submission, for the Contracting Authority's consideration during the evaluation stage of this tender. If you are

submitting a proposal of this nature please could you submit this as an attachment to the AW4.2 Question.

Section 5 – Evaluation model

5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability, and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required
- 5.2. Evaluation of Bids
- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.
- 5.3. SELECTION questionnaire
- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria						
Evaluation Envelope	Question subject					
Qua	lification Quest	ionnaire Part 1: Potential Supplier Information				
Section 1	1.3	Contact details and declaration				
	Qualification C	Questionnaire Part 2: Exclusion Grounds				
Section 2	2.1 (a)(i)	Participation in a criminal organisation				
Section 2	2.1(a)(ii)	Corruption				
Section 2	2.1(a)(iii)	Fraud				
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities				
Section 2	2.1(a)(v)	Money laundering or Terrorist financing				
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings				
Section 2	2.2	Self cleaning				
Section 2	2.3(a)	Payment of tax or social security				
Section 3	3.1 (a)	Breach of environmental obligations				
Section 3	3.1 (b)	Breach of social obligations				
Section 3	3.1 (c)	Breach of labour law obligations				
Section 3	3.1(d)	Bankruptcy				
Section 3	3.1(e)	Guilty of grave professional misconduct				
Section 3	3.1(f)	Distorting competition				
Section 3	3.1(g)	Conflict of Interest				
Section 3	3.1(h)	Prior involvement in procurement process				

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Section 3	3.1(i)	Prior performance of contract		
Section 3	3.1(j)(i)	Serious Misrepresentation		
Section 3	3.1(j)(ii)	Withholding information		
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD		
Section 3	3.1(j)(iv)	Influenced the decision-making process		
	Qualification Q	uestionnaire Part 3: Selection Questions		
Section 4	4.1	Audited accounts		
Section 5	5.1	Wider group		
Section 5	5.2	Parent Company Guarantee		
Section 5	5.3	Other Guarantee		
Section 6	6.1	Relevant experience and contract examples		
Section 7	7.1	Compliance under Modern Slavery Act 2015		
Section 8	8.1(a)	Insurance		
Section 9	SEL5.5	Health and Safety Policy		
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health		
		and Safety Executive		
Section 9	SEL5.7	Breaching environmental legislation		
Section 9 SEL5.8 Checking sub-contractors for infringement of		0		
		environmental legislation		
Section 9	SEL5.9	Unlawful discrimination		
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination		
Section 9	SEL1.10	Information security requirements		
	SEL1.11			
Section 9	SEL1.12	System acquisition information security requirements		
	SEL1.13			
Section 9	FOI1.1	Freedom of information		
	In the event of a Bidder failing to meet the requirements of a Mandatory			
		pass / fail criteria, the Contracting Authority reserves the right to disqualify		
		d not consider evaluation of the any of the selection stage		
	scoring methodology, nor the Award stage scoring methodology or			
Mandatory pass / fail criteria.				

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.

Selection Evaluation of criteria

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

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

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

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

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

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

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

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

Example

Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40 Evaluator 4 scored your bid as 40 Your final score will $(60+60+40+40) \div 4 = 50$

- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.
- 5.4. <u>AWARD</u> questionnaire
- 5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass / Fail criteria			
Evaluation Envelope	Q No.	Question subject	
Qualification	AW1.1	Form of Bid	

Qualification	AW1.2	Bid validity period		
Qualification	AW1.3	Certificate of bona fide Bid		
Qualification	AW3.2	Conflict of Interest Declaration		
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information		
Qualification	AW4.1	Compliance to the Contract Terms		
Qualification	AW4.2	Changes to Contract Terms		
Commercial	AW5.3	Firm and Fixed Price		
Technical	AW6.1	Compliance to the Specification		
Technical	AW6.2	Variable Bids		
Technical	AW6.3	Software does not require custom code		
Technical	AW6.4	Software Platforms		
Technical	AW6.5	Software Availability		
Technical	AW6.6	Quality Assurance System		
Technical	AW6.7	Telephone and web-based support desk availability		
Technical	PROJ1.13	Agreement to Demonstration		
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal		
	In the event of a Bidder failing to meet the requirements of a Mandatory			
	pass / fail criteria, the Contracting Authority reserves the right to disqualify			
	the Bidder and not consider evaluation of the any of the selection stage			
		hodology, nor the Award stage scoring methodology or		
	wandatory p	Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

Andra Coornig						
Evaluation Justification Statement In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.						
Evaluation	Q No.	Question subject	Maximu	m Marks		
Envelope	Q NO.		Overall	Breakdown		
Commercial	AW5.1	Price	30.00%	30.00%		
Technical	PROJ1.2	Implementation Phase and Training		10.00%		
Technical	PROJ1.3	Asset Database		5.00%		
Technical	PROJ1.4	Platforms	60.00%	5.00%		
Technical	PROJ1.5	Management of Assets & Data Administration	00.00 /0	10.00%		
Technical	PROJ1.6	Movable Assets & Asset Calibration		5.00%		

Award Scoring criteria

Technical	PROJ1.7	Dashboard/ Reports		5.00%
Technical	PROJ1.8	Maintenance and Work Order		10.00%
reenniedi	11001.0	Management		
Technical	PROJ1.9	Stores Management		5.00%
Technical	PROJ1.10	HSE Capability		2.5%
Technical	PROJ1.11	Shift Log & Energy Management		2.5%
Technical	PROJ1.12	Demonstration	10.00%	10.00%

Award Evaluation of criteria

Non-Commercial Elements

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

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

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

Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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

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

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

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

Example

Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40 Evaluator 4 scored your bid as 40 Your final score will $(60+60+40+40) \div 4 = 50$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

Demonstrations will be scored in line with the methodology defined below:

0	The presentation failed to demonstrate the system capability providing no confidence that the solution is fit for purpose. The system does not meet the requirements at all and use of the software, main features are missing.
10	Extremely poor system demonstration The software has very limited ability to satisfy the requirements and the demonstrated functionality is highly complex to use. Major deficiencies apparent.
20	Very poor system demonstration. The solution is not wholly acceptable. The software has significant deficiencies in meeting the requirement.
40	Poor solution only partially satisfying the requirements with deficiencies apparent. The use and functionality of the solution is not straight-forward in most areas.
60	Solution is acceptable but remains basic in the solution's functionality. There are some limitations that can be worked around. The use and functionality of the solution is acceptable, solution is not easy to use in some areas.
80	The system/software adequately meets the requirement. The solution and functionality is good and demonstrates ease of use of the solution which provides high levels of assurance consistent with a quality provider.
100	The functionality is exceptional and clearly demonstrates they are capable of meeting the requirement. The solution is very easy to use in all areas.

Commercial Elements will be evaluated on the following criteria.

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

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

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

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

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

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

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	 RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UK SBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.
Compliance check	 Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	 Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	 Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria.
Moderation meeting (if required to reach an award decision)	 To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	 the Contracting Authority may request the following requirements at any stage of the Procurement: Submission of insurance documents from the Bidder Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder
Validation of unsuccessful Bidders	• To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

- 6.1. Qualification / Selection Questionnaire
- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **Jaggaer eSourcing Portal.**

Guidance on how to register and use the Jaggaer eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

- 6.2. Technical and Commercial Questionnaire
- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **Jaggaer eSourcing Portal.**

Guidance on how to register and use the Jaggaer eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of a Business Analysis Tool. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the "Regulations"). This is a supplies and services Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority's written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in <u>Section 5</u>.
- 7.1.8. Whilst it is the Contracting Authority's intention to purchase the majority of its supplies and services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any supplies and services and services (including those similar to the supplies and services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The supplies and services covered by this procurement exercise have NOT been sub-divided into Lots.

7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <u>https://beisgroup.ukp.app.jaggaer.com/</u> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the Jaggaer eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to Jaggaer eSourcing Helpdesk

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link: <u>https://beisgroup.ukp.app.jaggaer.com/</u>

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <u>https://beisgroup.ukp.app.jaggaer.com/ within the timescales detailed</u> in <u>Section 3</u>. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
 - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 7.1.17.4. any other communication between UK SBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the supplies and services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.
- 7.2. Bidder conference
- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.
- 7.3. Confidentiality
- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
 - 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and

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

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

7.3.6. The Government revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

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

7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process.

USEFUL INFORMATION LINKS

- <u>Contracts Finder</u>
- Find a Tender
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act
- 7.4. Freedom of information
- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.
- 7.6. Timescales
- 7.6.1. <u>Section 3</u> of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.
- 7.7. The Contracting Authority's Contact Details
- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UK SBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact should <u>not under any</u> <u>circumstances</u> be sent a copy of their Response outside of the Jaggaer eSourcing portal. Failure to follow this requirement will result in disqualification of the Response.
- 7.8. Preparation of a Response
- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.

- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be consider up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.
- 7.9. Submission of Responses
- 7.9.1. The Response must be submitted as instructed in this document through the esourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified <u>Section 3</u>.
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in <u>Section 3</u>. Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in <u>Section 3</u> shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
 - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in <u>Section 3</u> in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no

guarantee it will consider any request for a late Response to be considered.

7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority, or its members or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
 - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the supplies and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.
- 7.12. Collusive behaviour

7.12.1. Any Bidder who:

- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2. communicates to any party other than UK SBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or

- 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

- 7.13. No inducement or incentive
- 7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.
- 7.14. Acceptance of the Contract
- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.
- 7.15. Queries relating to the Response
- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <u>Section 3</u>.
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the Jaggaer eSourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one

which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.
- 7.16. Amendments to Response Documents
- 7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.
- 7.17. Modification and withdrawal
- 7.17.1. Bidders may modify their Response where allowable within the Jaggaer eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses or any other time prior to accepting the offer of a Contract. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET
- 7.18. Right to disqualify or reject
- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
 - 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.
- 7.19. Right to cancel, clarify or vary the process
- 7.19.1. The Contracting Authority reserves the right to:
 - 7.19.1.1. cancel the evaluation process at any stage; and/or
 - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

- 7.20. Notification of award
- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

What makes a good bid – some simple do's 🕲

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, emails and fax details.
- 7.21.10.Do complete all questions in the questionnaire or we may reject your Bid.

- 7.21.11.Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12.Do check and recheck your Bid before dispatch.

What makes a good bid – some simple do not's 🛞

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10.Do not exceed word counts, the additional words will not be considered.
- 7.22.11.Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12.Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidder(s)"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
"Contracting Authority"	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
"FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"Named Procurement person"	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
"Order"	means an order for served by any Contracting Body on the Supplier
"Other Public Bodies"	means all Contracting Bodies except the Contracting Authority
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier(s)"	means the organisation(s) awarded the Contract
"Supplies / Services / Works"	means any supplies/services and supplies or works set out at within Section [4] Specification

Appendix A – Glossary of Terms

UK OFFICIAL