

# Request for Proposal

**Request for Proposal (RFP) on behalf of UK Research and  
Innovation (UKRI) and UK Shared Business Services (UK SBS)**

**Subject: Employee Assistance Programme**

**Sourcing Reference Number: CS21004**

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# Section 1 – About UK Shared Business Services

## Putting the business into shared services

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

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

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

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

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

## Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## **Privacy Statement**

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

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

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

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

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

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

## Section 2 – About the Contracting Authority

### UK Research and Innovation

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

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

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

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

### UK Shared Business Services

Established in 2007 by the UK Research Councils as part of the drive for greater efficiency, UK Shared Business Services Ltd provides HR & Payroll, Finance, Procurement and IT services to support the front line of UK research and innovation.

We've evolved over the last 10 years – both in terms of our service offering and client base – and our new direction under the joint ownership of the Department for Business, Energy & Industrial Strategy (BEIS) and UK Research and Innovation (UKRI) positions UK SBS as a recognised Shared Services provider to Government.

Our journey continues as we work with our owners to harness the potential of our expertise and evolving technology to drive forward and realise the maximum benefit from shared services.

For more info, please visit our website: <http://www.uksbs.co.uk/Pages/default.aspx>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	<p>UK Research and Innovation Polaris House North Star Avenue Swindon SN2 1FL</p> <p>And</p> <p>UK Shared Business Services Limited Polaris House North Star Avenue Swindon SN2 1FL</p>
3.2.	Buyer	Core Services
3.3.	Buyer contact details	coreservices@uksbs.co.uk
3.4.	Estimated value of the Opportunity	<p>Total contract value including all optional extensions shall not exceed £280,000.00 Ex VAT</p> <p>The initial contract will be for 2 years with the option to extend on an annual basis (2+1+1)</p> <p>For the avoidance of doubt: The initial contract (2 years) value shall not exceed £140,000.00 Ex VAT</p> <p>Optional Year 3 value shall not exceed £70,000.00 Ex VAT</p> <p>Optional Year 4 value shall not exceed £70,000.00 Ex VAT</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid not being considered.</b></p>

### Section 3 - Timescales

3.6.	Date of posting of Contract advert to Find a Tender.	Wednesday 28 <sup>th</sup> July 2021
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday 28 <sup>th</sup> July 2021
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Monday 23 <sup>rd</sup> August 2021 11.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Wednesday 25 <sup>th</sup> August 2021
3.10.	Closing date and time for Bidder to request RFP documents	Monday 6 <sup>th</sup> September 2021 10.00
3.11.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Monday 6 <sup>th</sup> September 2021 11.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Monday 4 <sup>th</sup> October 2021
3.13.	10 Days Standstill	Monday 5 <sup>th</sup> October 2021 – Thursday 14 <sup>th</sup> October 2021
3.14.	Anticipated Contract Award Date	Friday 15 <sup>th</sup> October 2021
3.15.	Commencement of Contract	Monday 15 <sup>th</sup> November 2021
3.16.	Completion of Contract	16 <sup>th</sup> November 2025 should all optional extensions be utilised. The initial contract term is for 2 years until 16 <sup>th</sup> November 2023 with the option to extend for a further 2 years on an annual basis until 16 <sup>th</sup> November 2024 and 16 <sup>th</sup> November 2025 (1+1 years)
3.17.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

To enable UK Research and Innovation (UKRI) and UK Shared Business Services (UK SBS) to fulfil their obligations to employees, and to assist with each party's Employee Benefit and Wellbeing programmes UKRI and UK SBS are seeking an Employee Assistance Programme (EAP) Service for all staff across multiple locations.

It is UKRI and UK SBS policy to provide and look after the emotional wellbeing of their employees and family members and to employ best practice to ensure the health, safety and welfare its employees.

In addition, the successful supplier will be required to work with HR Teams in UKRI and UK SBS to help promote and raise awareness of the range of support mechanisms effectively to ensure value for money in this contract

Providers of the service to both UKRI and UK SBS must meet the standards and expectations detailed below.

The successful supplier shall supply an Employee Assistance Programme to the parties named for their employees as described below.

It should be noted that UK SBS and UKRI are to be noted separately in this arrangement. It should be also noted that the following figures are a snapshot of employee numbers based on October 2020 and will be subject to change.

### **UK Research and Innovation (UKRI) includes the following Research Councils:**

Arts and Humanities Research Council (AHRC)

Biotechnology and Biological Sciences Research Council (BBSRC)

Economic and Social Research Council (ESRC)

Engineering and Physical Sciences Research Council (EPSRC)

Innovate UK

Medical Research Council (MRC)

Natural Environment Research Council (NERC)

Research England

Science and Technology Facilities Council (STFC)



<b>Current Headcount per Contracting Authority:</b>		
<b>Research Council and Name</b>	<b>Location</b>	<b>Employee Numbers</b>
Research England	Bristol	107
UKRI Corporate Hub	Bristol	3
MRC LMB	Cambridge	550
NERC BAS	Cambridge	589
UKRI Corporate Hub	Cambridge	6
MRC Harwell	Didcot	252
STFC RAL	Didcot	1893
UKRI Corporate Hub	Didcot	107
MRC	Edinburgh	5
NERC BGS	Edinburgh	162
STFC ATC	Edinburgh	110
UKRI Corporate Hub	Edinburgh	3
ESRC	London	5
Innovate UK	London	8
MRC LMS	London	266
NERC	London	6
UKRI Corporate Hub	London	157
NERC BGS	Nottingham	427
UKRI Corporate Hub	Nottingham	26
AHRC	Swindon	116
BBSRC	Swindon	172
EPSRC	Swindon	270
ESRC	Swindon	190
Innovate UK	Swindon	347
MRC	Swindon	182

NERC	Swindon	206
STFC	Swindon	98
UKRI Corporate Hub	Swindon	1041
STFC Daresbury	Warrington	483
UKRI Corporate Hub	Warrington	15
Innovate UK	Other	326
MRC	Other	11
NERC	Other	52
STFC	Other	45
UKRI Corporate Hub	Other	14
<b>Total</b>		<b>8250</b>

**UK SBS**

<b>Location</b>	<b>Headcount</b>
Swindon	470
Newport	81
Billingham	48
<b>Total</b>	<b>599</b>

The Contracting Authorities also requires coverage including access to counselling services for overseas employees working for UKRI, with approximate numbers noted above. The Employee Assistance Programme to be fully available to users in readiness for the services to delivered from **15<sup>th</sup> November 2021**.

**Core and on demand services include:**

Direct staff access to on-line, telephonic and face-to-face counselling – undertaken by fully trained and appropriately qualified professionals holding accreditations as noted below - and a range of advisory services via a free phone national telephone helpline manned 24 hours a day, 365 days a year.

The successful supplier shall be accredited by the British Association for Counselling and Psychotherapy (BACP).

In addition to BACP accreditation, the successful supplier organisations and personnel shall hold accreditation from one or more of the following recognised bodies:

- British Psychological Society:

- British Confederation of Psychotherapists;
- British Association for Behavioural and Cognitive Therapies (BABCP);
- UK Council for Psychotherapy (UKCP);
- Health and Care Professionals Council (HCPC);
- Nursing and Midwifery Council (NMC);
- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland)

The service must be fully accessible for all UKRI and UK SBS employees (and family members following HMRC guidance) and provide accessible alternatives in provision of services, including alternative delivery formats and languages. This service must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

The initial point of contact shall be able to triage the incoming call to the best professional support offered for the nature of the caller's query, including at risk 'red flag' cases and those presenting with neuro-diverse conditions.

Provide and maintain a web based accredited secure portal to be available to all employees 24 hours a day, 365 days a year. The design and content of the website will be agreed with the Contracting Authorities in advance and be branded appropriately. The website must conform to the Contract Authorities' Accessibility Standards, UKRI's Password Policy (see Appendix 1 UKRI Password Standards and Appendix 2 UK SBS Password Policy), compliance to the Cloud Security Principles and the Equality Act 2010.

The website and links to related sites, e.g. HSE management standards, NHS, will as a minimum, provide an online resource for employees offering comprehensive materials on the services available and how to access them.

It is anticipated that as a minimum, the website will contain self-help guides, fact sheets and leaflets, as well as details on national and international health and wellbeing awareness events and campaigns, in a fully downloadable format on subjects such as (but not limited to):

Stress and Pressure	Alcohol	Bereavement and loss	Immigration
Personal Resilience	Legal Information and Guidance	Disability and illness	Anxiety
Work/Life Balance	Sleep	Debt / Financial advice	Depression
Physical Activity	Relationships	Careers	Family support
Nutrition	Childcare	Caring responsibilities	Bullying
Smoking	Health and Wellbeing	Life Events	Harassment
Education	Consumer rights	Workplace pressure	Domestic abuse

The service should provide tailored support for specific issues from a diverse range of backgrounds to cater to different groups of employees, such as BAME LGBTQ+, etc.

The successful supplier shall ensure that counsellors taking calls at the Initial Contact Point have access to data bases of credible recognised agencies, e.g. Citizens Advice Bureaux, Samaritans, NHS, Gov.UK etc.

The successful supplier will provide counselling support to employees or managers experiencing bullying and harassment in the workplace including those involved in formal action. If an employee requires counselling as a consequence of bullying and harassment in the workplace but has already received the maximum number of counselling sessions for an unrelated reason, then the Contracting Authorities may approve a second counselling referral and approve a further 6 sessions in that contract year. The successful supplier will not give advice on the individual Contracting Authorities' policies and procedures but will be expected to signpost employees and managers to their whereabouts. The successful supplier will not act as an advocate in grievance cases connected with harassment and bullying.

Provision of up to 6 counselling sessions per individual following initial contact.

Once the case has been closed down, if a user has cause to require support for a different reason, subsequent contact is permissible and again 6 sessions are available. In exceptional circumstances permission may be sought from the Contracting Authorities to authorise additional sessions on a case-by-case basis, and permission should be sought by a key contact/s which will be provided by the contracting authorities. The Supplier shall:

- Ensure the employee understands all methods of counselling / coaching available to them; the expectations and limitations of each, and work together to choose the most clinically effective method;
- Provide short-term focussed face to face counselling in all circumstances where this will provide the best outcome for the employee or where the employee states this as their preference;
- All counselling sessions are arranged within 48 hours of first referral;
- Ensure the first session of counselling takes place within 5 days of first referral;
- Counselling sessions should normally last 1 hour;
- Ensure that all face to face counselling sessions take place within 30 minutes by car and/ or no more than an hour by public transport, of the employees' home or place of work or via zoom or similar due to any restrictions related to the Coronavirus Pandemic;
- Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
- Ensure when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards and any other relevant HSE guidance;
- Those presenting at risk i.e. 'red flag' should be forwarded immediately to appropriate help, for example, emergency NHS Primary Care/A&E, followed by access to a counsellor within 24 hours, as appropriate;
- Ensure continuity of services for counselling support to safeguard this area of need during the current Covid-19 pandemic;
- The successful supplier shall provide accessible alternatives in provision of

<p>services, including alternative delivery formats and languages;</p> <ul style="list-style-type: none"> <li>• The successful supplier shall provide continuity of counsellor during the period of a referral unless exceptional circumstances dictate otherwise. Where continuity of counsellor cannot be maintained the supplier must notify the employee within 5 working days of the change and ensure that the employee is in agreement regarding the change and has been provided with any necessary information regarding their new counsellor and changes to dates and times for sessions;</li> <li>• The successful supplier shall provide the option for the Contracting Authorities (this could be HR or Line Managers) to refer individuals on their behalf (with consent) for EAP support;</li> <li>• The successful supplier shall provide access to employees to contact EAP for support for face to face or telephone counselling in writing (or via Secure App) in addition to verbal requests through their free phone number;</li> <li>• The successful supplier shall provide support to employees on a range of health and wellbeing issues such as but not limited to:</li> </ul>			
Stress and Pressure	Sleep	Careers	Bullying
Personal Resilience	Relationships	Caring responsibilities	Harassment
Work/Life Balance	Childcare	Life Events	Education
Physical Activity	Health and Wellbeing	Immigration	Consumer rights
Smoking	Debt / Financial advice	Depression	Domestic abuse
Nutrition	Bereavement and loss	Anxiety	Workplace pressure
Alcohol	Disability and illness	Family support	Critical incident advice and telephone support
Legal Information and Guidance	Addiction – gambling, drugs	Gender identity support	Sexual Health
Pregnancy – including miscarriage and baby loss	Mental Health ADHD and Asperger's		
<ul style="list-style-type: none"> <li>• The successful supplier shall ensure that where the Services are provided at premises that are under their control, that such premises are safe, private, accessible and are compliant with the Equality Act 2010 (DDA Northern Ireland);</li> <li>• Develop and maintain a proactive working relationship with the Contracting Authorities. The successful supplier will also be expected to work in partnership with the Contracting Authorities and local HR teams in providing a dedicated Account Manager to deliver a service across UKRI and UK SBS which helps to</li> </ul>			

effectively engage and promote the services available to all stakeholders to maximise awareness and usage (as required);

- Provide the service across all the Contracting Authorities locations throughout the UK and work with each of the Contracting Authorities to establish suitable service provision for employees in foreign countries while undertaking work;
- Maintain accurate and confidential records in line with all relevant regulations and in line with agreed standards as set out by the contracting body;
- Management Information should be reported based on the site location of each of the workplaces held under UKRI or by UK SBS. The successful supplier would be required to work with the Contracting Authorities to provide reports by site location or Research Council on a monthly basis. In addition, a Global Report should be provided alongside individual site / Research Council reports. Reports should be provided monthly. The successful supplier should engage with the Contracting Authorities (and both Data Protection Teams) upon award of the contract to ascertain the needs of these reports and the level of detail required; and
- Manage the contract – including identifying and managing risks to service delivery, working closely and timely with the Contracting Authorities to actively resolve any issues identified.

### **Management Support**

The successful supplier will be required to offer a Management Support Service which shall:

- provide advice and support to managers regarding recognition of problems which may impact on their own or their employee's ability to work effectively;
- support managers in undertaking their duty of care to employees e.g. having difficult conversations, managing and implementing change, identifying causes of stress, pressure points and encouraging resilience;
- support managers in recognising issues of mental health among their employees and provide advice on practical measures on how to support them;
- support managers in the event of a critical incident;
- enhance managers confidence and capability in all areas of health and wellbeing; and
- provide information and signpost specialist sources of help for any of the issues raised by employees.

### **Trauma and Critical Incident Support**

The successful supplier shall provide Trauma and Critical Incident Support which will include but not be limited to:

- for users subjected to violence or incidents involving verbal abuse or threatening behaviour in the workplace;
- to groups of users when more than one user has been involved in or witnessed a violent incident, a fire or a major incident; and
- to a user within a team or location where a colleague has died unexpectedly (including suicide).

The successful supplier must provide telephone, face-to-face and video call options for trauma and critical incident support, for employees and managers, who may have been subject to an incident in or outside the workplace.

The successful supplier and the Contracting Authorities will work closely to determine when the support is appropriate and have clear processes for triggering and managing the support. The successful supplier must ensure that appropriately skilled or qualified professionals are available 24/7/365 days should a crisis occur.

The successful supplier and practitioners must provide a service in line with current National Institute for Health and clinical Excellence (NICE) Guidelines for Post-Traumatic Stress Disorder.

If requested by the Contracting Authorities, the successful supplier will provide a workplace site presence within 48 hours of notification of the incident for on-site debriefing and/or counselling.

**The service will include support for:**

- employees involved in or witnessing serious and untoward incidents at work, over and above what would normally be expected in the workplace; this may include, for example violence, witnessing extreme self-harm, deaths by suicide, verbal abuse and threatening behaviour;
- employees who have been supporting the emergency services in incidents;
- groups of or individual employees when more than one employee has been involved in or witnessed a violent incident, fire or major accident or fatality; and
- employees within a team or location where a team member has been involved in an unforeseen tragedy.

**Trauma and critical incident support may include but will not be restricted to the following:**

- individual counselling
- group support
- counselling assessment and recommendation reports
- assistance in accessing local resource networks
- assistance in managing follow up support
- appropriate information and guidance for managers supporting affected employees
- where required the provider will run critical incident debriefing sessions by appropriately qualified professionals for groups of employees affected by critical incidents
- providing other outcome focussed therapies where appropriate.

**Publicity and Promotion**

The successful supplier will be expected by the Contracting Authorities to provide on-going organisation wide publicity and promotion of the Employee Assistance

Programme.

The Employee Assistance Programme is firmly embedded within UKRI and UK SBS Policies and workplace culture. The successful supplier should support the Contracting Authorities to help employees feel supported in their emotional needs through the EAP benefit offering. Promotion should focus on employee wellbeing and resilience and encourage all employees to use the service for support and advice, not just during periods of ill-health or crisis.

The successful supplier should work with the Contracting Authorities to support Health Promotions and Initiatives undertaken by the Contracting Authorities. e.g. World Suicide Prevention Day, Back Care Awareness and National Fitness Day. The successful supplier should advise:

- The services you would be able to provide to support various initiatives; and
- The preventative services you can offer that would complement these initiatives

Promotional material must encourage service usage and reflect the diverse needs of the Contracting Authorities. This should include methods including:

- Webinars (live or pre-recorded);
- Leaflets and posters (to be downloaded locally);
- EAP contact number wallet cards;
- Dedicated client (UKRI and UK SBS) portal; and
- Mobile App

### **Webinars**

We require the successful supplier to provide the Contracting Authorities with a suite of Webinar material on a range of Mental Health and Wellbeing subjects to help raise awareness of support available and to enable employees to access topics at their own convenience.

Webinars should cover a range of general health promotions and also challenging issues around topics such as finance, bereavement, wills and moving house, as examples.

### **Mobile App**

UKRI and UK SBS would like to explore further promotion of EAP through a mobile app and would like the successful supplier to ensure that a secure mobile app is available to UKRI and UK SBS employees to provide employees with access to a range of supporting mental health and wellbeing material. Implementation and roll out should be by agreement with each Contracting Authority.

We require the successful supplier to engage directly with all UKRI and UK SBS locations on an annual basis (more frequently as and when required) to help HR colleagues locally to raise awareness of the EAP benefit and engage with employees. Where visiting locations is not possible, alternative arrangements to engage should be made such as webinars to enable access for remote workers, and sites with low



employee numbers.

### **Dedicated client portal**

UKRI and UK SBS require a dedicated portal for employees to provide access to a range of mental health and wellbeing resources and tools on a variety of topics. The client portal must be branded appropriately and must be tested by UKRI and UK SBS ahead of the site being ready to go live to employees on 15<sup>th</sup> November 2021.

### **Project Plan**

The successful supplier shall set out a detailed implementation plan and timetable for the onboarding stage.

The successful supplier should provide UKRI and UK SBS with a project plan to highlight key milestones and deliverables ahead of launching services to employees. In addition, we will require the supplier to engage with all HR teams in local areas in the month preceding contract start date as form of introduction to services to help prepare for launch.

### **Contract Management**

A named Account Manager is required to be dedicated to the management of the account for UKRI and UK SBS.

Attendance is required in person or via Zoom or MS Teams for an annual review meeting with the Key contacts for UKRI and UK SBS based in Head Office Swindon – full information on the operation of the contract against SLAs is required and should be received 5 working days in advance of the meeting.

Attendance is required in person or via Zoom or MS Teams for Initial monthly meetings for the first 3 months then quarterly meetings thereafter.

The Account Manager should visit each Contracting Authority site locations to meet with local HR Teams once a year either in person or via Zoom or MS Teams to provide specific support to help raise awareness of services and build a productive relationship with UKRI and UK SBS. This is required to ensure consistency of service across all geographical locations of the Contracting Authorities locations. Approximately 14 locations (between UKRI and UK SBS) would need to be engaged with either in person or via Zoom or MS Teams, with details of each location can be found at the start of this specification.

Account Manager to respond to email or voicemail messages within 2 working days, received from either the lead contact within the Contracting Authority, or by named HR associates .

### **Account manager availability**

Effective account manager attendance at meetings at the agreed time.

The Account Manager should act as escalation route and support in complaint resolution.

The successful supplier will be required to categorise usage of services and key themes against UKRI and UK SBS individual sites in a quarterly report (individual sites have been noted at the start of this specification) in order that the Contracting Authorities can use this information to help direct support by location.

The successful supplier should conduct customer satisfaction surveys for all interactions between UKRI and UK SBS and the successful supplier, and should provide quarterly feedback on the results of the surveys to the Contracting Authorities.

The successful supplier will be required to provide proposals for validating an employee's eligibility to gain access to services before commencement of services.

The Contracting Authorities will require the successful supplier to work with UKRI and UK SBS regarding establishing an effective process for this. UKRI and UK SBS are to be considered separately.

The successful supplier shall provide details of how eligibility checks are made, with regards to dependants accessing EAP services, to ensure an individual is eligible to access the services available in accordance with HMRC guidelines.

The successful supplier shall work with the Contracting Authorities to suggest an approval process for additional counselling sessions, to ensure that further sessions above the six sessions available, are approved in advance and are put in place without delay.

The Contracting Authorities require separate, monthly invoices against separate purchase orders (one for UKRI and one for UK SBS), to be sent to UKRI and UK SBS respectively, at the last working day of every month or on a date to be agreed.

If Health Kiosks are provided by the supplier, the Contracting Authorities may wish to investigate the option by piloting a service ahead of any wider rollout across specific sites. It is anticipated that Health Kiosks would only be considered in key locations (to be advised).

#### **Key EAP Deliverables:**

##### **Helpline & Support Service**

- Helpline to be available 24 hours a day, 365 days a year
- All calls answered within 5 rings or less (95%)
- Call abandonment rate to be less than 5% (
- Adviser call-back to take place within 1 working day (95%)
- E-mails to be responded to within 48 hours (100%)
- Queries / Support not requiring counselling to be completed within 24 hours (90%)
- Complex Queries / Support not requiring counselling to be completed within 72 hours (90%)

##### **Management Support**

- 100% of callers receive a Management Support telephone response within 5 working days from initial request being received

### **Counselling**

- All counselling referrals and appointments (telephone, e-counselling or face to face) to be made within 48 hours of first contact (100%)
- Initial counselling session to take place within 5 days of first contact (99%)
- Face-to-face counselling appointments to be offered within 30 minutes travelling time, and no longer than an hour travelling distance by public transport of an employee's place of work or home location or via zoom or similar due to any restrictions related to the Coronavirus Pandemic
- Urgent or 'red flag' cases will have the first session within 24 hours of first contact
- Continuity of counsellor to be maintained in all cases unless, under exceptional circumstances dictate otherwise. Where continuity of counsellor cannot be maintained the supplier must notify the employee within 5 working days of the change and ensure that the employee agrees regarding the change and has been provided with any necessary information regarding their new counsellor and changes to dates and times for sessions.

### **Critical incident**

- Where critical incident procedures have been invoked, all employees must have access to designated telephone support within 24 hours (100%)
- All critical incident debriefing sessions to be rated as highly effective (95%)

### **Complaints**

- All complaints must be acknowledged within 2 working days of receipt
- Complaints to be fully resolved within 10 working days

### **Annex A - Schedule of Processing, Personal Data and Data Subjects**

The successful supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authorities. Any such further written processing instructions required by the Contracting Authorities shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

- The contact details of the Contracting Authority Data Protection Officer for UKRI is David Hyett [dataprotection@ukri.org](mailto:dataprotection@ukri.org) and Ellie Robertson [dataprotection@uksbs.co.uk](mailto:dataprotection@uksbs.co.uk) for UK SBS
- The contact details of the Suppliers Data Protection Officer are: **TBC**;
- The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	To ensure that the Supplier can effectively deliver the Employee Assistance Programme to Employees of the Contracting Authority.
Duration of the processing	15/11/2021 – 16/11/2025
Nature and purposes of the processing	<p>Employees who choose to access the programme, will receive support as required. As part of the service Employees may provide personal data including details of their health with the supplier, the supplier is required to maintain confidentiality.</p> <p>The Supplier will provide the Contracting Authority with statistical data of all services undertaken via a monthly report.</p> <p>The Supplier may be required to confirm Employees identity for the programme using data provided by the Contracting Authority.</p> <p>In exceptional circumstances the Supplier may seek permission from the Contracting Authority to authorise additional sessions on a case-by-case basis.</p>
Type of Personal Data	Employee Name, Employee's office location, Employee's may also divulge information related to subjects such as their health, finances and relationships with the supplier
Categories of Data Subject	Employees of the Contracting Authority
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data to be deleted at the end of the contract, the supplier will provide UKRI and UK SBS with written confirmation of deletion
Controls in place to prevent further use of the data	Once a supplier has been identified a full DPIA will be completed to identify any necessary controls

### **Terms and Conditions**

The Contract duration shall be for a period of 2 years with optional extensions of a further 2 years on a 1 + 1 basis from commencement of the Contract.

Total value of the contract including all optional extensions over the 4 years shall not exceed £280,000.00 Ex VAT. The initial contract will be for 2 years with the option to extend on an annual basis (2+1+1) from commencement of the contract

For the avoidance of doubt:

The initial contract (2 years) value shall not exceed £140,000.00 Ex VAT

Optional Year 3 value shall not exceed £70,000.00 Ex VAT

Optional Year 4 value shall not exceed £70,000.00 Ex VAT

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

## Section 5 – Evaluation model

### 5.1. Introduction

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

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire 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		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
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

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
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
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 environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
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 the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### **5.4. AWARD questionnaire**

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Commercial	AW5.4	E Invoice
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

5.4.2. The Award 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.

Award Scoring criteria			
<b>Evaluation Justification Statement</b> In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	25%
Quality	PROJ1.1	Methodology	30%
Quality	PROJ1.2	Implementation Programme	5%
Quality	PROJ1.3	Risk and Mitigation	5%
Quality	PROJ1.4	Contract and Account Management	20%
Quality	PROJ1.5	Health Promotions and Initiatives	5%
Quality	PROJ1.6	Social Values	10%



## Award Evaluation of criteria

### Non-Price 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:

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

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

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

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

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

### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$

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.

**Price 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 price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

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

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

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

	Selection criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>• To review the outcomes of the Commercial review</li> <li>• To agree final scoring for each Bid, relative rankings of the Bids</li> <li>• 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</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>• the Contracting Authority may request the following requirements at any stage of the Procurement.</li> <li>• Submission of insurance documents from the Bidder</li> <li>• Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>• Taking up of Bidder references from the Bidders Customers.</li> <li>• Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Selection and award questionnaires

### Section 6 – Selection questionnaire

#### 6.1. Introduction

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

Guidance on **how to register and use the e-sourcing portal** are is available at <http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

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

## **Section 6 – Award questionnaire**

6.2. The Award questionnaires are located within the e-sourcing tool.

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

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

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of an Employee Assistance Programme for UK Research and Innovation (UKRI) and UK Shared Business Services (UK SBS). 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 services Contract being procured under the Open Procedure

The Contracting Authority is procuring the Contract for add for its exclusive use

- 7.1.2. Find a Tender or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. 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, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL 1.9 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 introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

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

## **7.7. The Contracting Authority's Contact Details**

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

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

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

## **7.9. Submission of Responses**

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

## **7.10. Canvassing**

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

## **7.11. Disclaimers**

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

## **7.12. Collusive behaviour**

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
  - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
  - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
  - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to

any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,  
shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

- 7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

### **7.14. Acceptance of the Contract**

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 5 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

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

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

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

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

## **7.17. Modification and withdrawal**

- 7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

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

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

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

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

## **7.20. Notification of award**

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

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

## Section 7 – General Information

### What makes a good bid – some simple do's 😊

#### DO:

Do comply with Procurement document instructions. Failure to do so may lead to disqualification.

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

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.

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.

Do ensure you utilise the Delta 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

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.

Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.

Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.

Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.

Do complete all questions in the questionnaire or we may reject your Bid.

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.



Do check and recheck your Bid before dispatch.

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

#### **DO NOT**

Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.

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.

Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.

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.

Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.

Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.

Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.

Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.

Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.

Do not exceed word counts, the additional words will not be considered.

Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.

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 e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender 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 accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
“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
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“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.

	<b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
<b>“Supplier(s)”</b>	means the organisation awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>