

 **Redacted**

Training Simulations Systems Portfolio



 **Redacted**

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ICAVS(D) Tenderer

Defence Equipment & Support

Cedar 2b, #3260

MOD Abbey Wood

Bristol ,BS34 8JH

24th February 2021

TSSP/129

**Invitation to Negotiate for the Interim Combined Arms Virtual Simulation (Deployed) (ICAVS(D)) Contractor Logistic Support (CLS) & Post Design Services (PDS) Contract - ITN Reference No. TSSP/129**

1. You are invited to tender for the Interim Combined Arms Virtual Simulation (Deployed) in competition in accordance with the attached documentation.
2. The requirement for ICAVS(D) will be used to provide teams and junior commanders with a simple, effective computer-based training environment that enables them to carry out tactics, techniques and procedures (TTPs) and command and control (C2), patrolling, counter-IED, ISTAR management and exploitation and mission planning training in a realistic virtual environment.
3. The anticipated date for the Contract award decision will be October 2021, please note that this is an indicative date and may change.
4. You must submit your Tender to the Virtual Tender Board by Monday 17th May 2021 at 23:59:00 GMT.
5. The requirement is for 4 years, with the options to extend for a further 2 years in 1-year increments, although the Authority reserve their right to take both option years together, if required.
6. Please confirm receipt of this tender to **REDACTED**

Yours faithfully

 **REDACTED**

**Invitation to Negotiate for the Interim Combined Arms Virtual Simulation (Deployed) (ICAVS(D)) Contractor Logistic Support (CLS) & Post Design Services (PDS) Contract - ITN Reference No. TSSP/129**

# Contents

This Invitation to Negotiate sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority’s position with respect to the competition.

This invitation consists of the following documentation:

DEFFORM 47 – Invitation tothe Interim Combined Arms Virtual Simulation (Deployed) (ICAVS(D)) Contractor Logistic Support (CLS) & Post Design Services (PDS) Contract.

The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

o [Section A – Introduction](#Section_A_Introduction)

o [Section B – Key Tendering Activities](#Section_B_Key_Tendering_Activities)

o [Section C – Instructions on Preparing Tenders](#Section_C_Instructions_on_Preparing_Tend)

o [Section D – Tender Evaluation](#Section_D_Tender_Evaluation)

* [Annex A – Weighted Value for Money Index](#Annex_A_to_section_D)
* [Annex B – Non-Costed (Technical) Evaluation](#Annex_B_to_section_D)

o [Section E – Instructions on Submitting Tenders](#Section_E_Instructions_on_Submitting)

o [Section F – Conditions of Tendering](#Section_F_Conditions_of_Tendering)

o [DEFFORM 47 Annex A – Tender Submission Document (Offer)](#DEFFORM_47_Annex_A)

* [Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations](#Appendix_1_to_DEFFORM_47_Annex_A)
* [Appendix 2 to DEFFORM 47 Annex A (Offer) – Form 1686 – Application to sub-contract or collaborate with an overseas contractor on working involving official-sensitive and above classified information.](#Appendix_2_to_DEFFORM_47_Annex_A)

 o DEFFORM 47 Annex B – Technical Compliance Matrix

o DEFFORM 47 Annex C – Statement of Requirement Compliance Matrix

o DEFFORM 47 Annex D – Commercial Compliance Matrix

o DEFFORM 47 Annex E – TUPE

o DEFFORM 47 Annex F – Clarification Template

o DEFFORM 47 Annex G – Tender Deliverables

o DEFFORM 47 Annex H – UBVT Training Events 19/20 (For Information)

o DEFFORM 47 Annex I – ITEAP VVRM

* Contract Documents;
* Terms & Conditions which includes the Schedule of Requirements
* Annex A – Additional Priced Options
* Schedule 1 – ICAVS(D) Statement of Requirement
* Annex A - Management Information Schedule (MI Schedule)
* Annex B - The Integrated Test, Evaluation and Acceptance Plan (ITEAP)
* Annex C - Earned Value Management
* Annex D - List of Contract Deliverables
* Annex E - The System Requirement Document (SRD)
* Annex F - Integrated Logistics Support (ILS) SOR & ILSP
 (i) Appendix 1 - ILS Product Description
 (ii) Appendix 2 - ILS Plan
 (iii) Appendix 3 - Reliability and Maintainability Case
* Annex G – TEAL Paper
* Schedule 2 – Statement of Work (To be submitted as part of your tender submission)
* Schedule 3 – Key Performance Indicators (KPIs)
* Schedule 4 – ICAVS(D) Milestone Payment Plan
* Schedule 5 – Government Furnished Assets (GFA)
* Schedule 6 – Task Authorisation Form (TAF))
* Schedule 7 – Rate Card
* Schedule 8 – Tasking Authorisation Form Register
* Schedule 9 – Security Aspects Letter (SAL)
* Schedule 10 – Relationship Management Plan
* Schedule 11 – Disposal and Exit Plan
* Schedule 12 – DEFFORM 532 Personal Data Particulars - GDPR
* Schedule 13 – DEFFORM 68 Hazardous Articles
* Schedule 14 – DEFFORM 539A Tenderer's Commercially Sensitive Information Form
* Schedule 15 – Equality of Information
* Schedule 16 A&B – Transfer of Undertakings (Protection of Employment) TUPE
* Schedule 17 – Pricing Breakdown
* Schedule 18 – Change Proposal Form
* Schedule 19 – DEFFORM 111 - Addresses and Other Information

# Section A – Introduction

## DEFFORM 47 Definitions

In this ITN the following words and expressions shall have the meanings given to them below:

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A10. “ITN Documentation” means this ITN and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITN.

A11. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.

A12. “Schedule of Requirements” (Section 1 in Terms and Conditions) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A13. The “Statement of Requirement” (TSSP/129) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A14. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A15. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A16. A “Tender” is the offer that you are making to the Authority.

A17. “Tenderer” means the economic operator submitting a response to this Invitation to Negotiate Where “you” is used this means an action on you the Tenderer.

A18. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

A19. A “Virtual Tender Board” means the electronic platform to which Tenders are submitted to the Authority. Tenderers are provided log in details within one week of this ITN.

## Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

a. timetable for the next stages of the procurement;

b. instructions, conditions and processes that governs this competition;

c. information you must include in your Tender and the required format;

d. administrative arrangements for the receipt and evaluation of Tenders;

e. criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions;

A21. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. The requirement was advertised by the Authority in the Official Journal of The European Union (OJEU) dated 19/08/2020 under the following reference 2020/S 160-391287.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the Competitive Negotiated procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the Defence Contracts Online (DCO).

A26. Funding is due to be approved in September 2021 for this requirement and is anticipated to be **REDACTED** for the four core years.

## ITN Documentation and ITN Material

A27. ITN Documentation, ITN Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

1. take responsibility for the safe custody of the ITN Documentation and ITN

Material and for all loss and damage sustained to it while in your care;

1. not copy or disclose the ITN Documentation or ITN Material to anyone other

than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;

1. seek written approval from the Authority if you need to provide access to any ITN

Documentation or ITN Material to any Third Party;

1. abide by any reasonable conditions imposed by the Authority in giving its approval

under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

1. accept that any further disclosure of ITN Documentation or ITN Material (or

use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;

f. inform the named Commercial Officer, as detailed in Box 1 of DEFFORM 111, if you decide not to submit a Tender;

g. immediately confirm destruction of (or in the case of software, that it is beyond use)

all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer, as detailed in Box 1 of DEFFORM 111,to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A28. Some or all of the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A27 above.

**Tender Expenses**

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

**Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

**Material Change of Control**

A31. You must inform the Authority in writing as soon as you become aware of:

1. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your DPQQ response or in connection with the submission of your DPQQ response;
2. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your DPQQ response or in connection with the submission of your DPQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
3. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
4. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting

Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the DPQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended DPQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your DPQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the DPQQ if:

1. it fails to re-submit to the Authority the updated relevant section of its DPQQ response

providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or

1. having notified the Authority of such change, the Authority considers that the effect of the

change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

**Contract Terms & Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. The Contract Terms & Conditions are attached.

A37. **The Armed Forces Covenant**

1. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate

your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on

 this issue to the Armed Forces Covenant Team at the address below, so that the Authority

 can alert you to any events or initiatives in which you may wish to participate. The

 Covenant Team can also provide any information you require in addition to that included

 on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the

 future, nor will this issue form any part of the Tender evaluation, Contract award procedure

 or any resulting Contract. However, the Authority very much hopes you will want to provide

 your support.

A38. **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.
3. TUPE information in respect of the current employees is provided at Annex E to this DEFFORM 47. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices.
4. The information detailed at Annex E to this DEFFORM 47 has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

**Clarifications**

A39. All clarification questions to be submitted using the clarification spreadsheet template at Annex F, all clarifications must be submitted via e-mail to; **REDACTED**

**Submission**

A40. Please use the same electronic naming format for documents as the authority, but please include the company’s initial at the end of the naming format. **Please submit one submission document per question set, to assist evaluation.**

DEFFORMS can be submitted as sperate standalone documents. A signed scanned PDF of the DEFFORM 47 Annex A – Tender Submission Document (Offer) will be required.

**Negotiations**

A41. The intention is for the negotiation period to take place during the timescales stated in Section B Key Tendering Activities. Negotiations are envisioned to be held via SKYPE/Teams, due to the current COVID situation. However, this is subject to change and what is deemed the most appropriate at the time (this will be communicated accordingly ahead of Negotiations).

A42. Your negotiation team should consist of no more than four persons at any one time, all of whom should have the delegated authority to make decisions.

A43. The negotiations are expected to centre on pricing, commercial and technical tender submissions. The Contractor is to note that the Authority cannot amend any DEFCONs.

A44. The Authority shall reserve the right to seek clarification from the Tenderer prior to negotiations, if so required.

A45. The negotiation phase shall require each Tenderer to reach full agreement with the Authority

on all terms and conditions contained herein. Failure to reach agreement with the Authority could resort in your Tender being non-compliant and therefore exclude you from the competition.

**Section B – Key Tendering Activities**

The key dates for this procurement are currently anticipated to be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage**  | **Date and Time**  | **Initiated By**  | **Submit to:**  |
| Final date for Clarification Questions / Requests for additional information  | Friday 23rd April 2021 | Tenderers  | **Redacted** |
| The Authority issues Final Clarification Answers - Note B1 | Friday 30th April | The Authority  | All Tenderers  |
| Tender Return   | Monday 17th May 2021 – by 11:59 pm | Tenderers  | AWARD®  |
| Tender Board | Tuesday 18th May 2021 | The Authority  | N/A  |
| Evaluation | July 2021 | The Authority  | N/A  |
| Negotiations  | July/Aug 2021  | The Authority & Tenderers | N/A  |
| Best & Final  | September 2021  | Tenderers | N/A  |
| BAFO Evaluation | September 2021 | The Authority | N/A |
| Contract Award & Standstill | October 2021 | The Authority | N/A |

#### Notes

**Clarification Questions**

B1. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

**Tender Return**

B2. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

**Negotiations**

B4. Further details regarding Negotiations can be found in Section D of this ITN.

# Section C - Instructions on Preparing Tenders

## Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT . Prices must be Firm Price for three (3) years and Fixed with VOP applying for following years. A price breakdown must be included in the tender, which will become a Schedule to the contract.

C2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

## Validity

C3. Your Tender must be valid and open for acceptance until the 31st March 2022 . In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

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# Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. The tender evaluation methodology has been selected from the MOD – Tender Evaluation – Developing the Evaluation Strategy Commercial Policy Statement dated 1 June 2020.

D3. This policy details seven methods for tender evaluation split into three categories. These are

* 1. Absolute Methods
		1. Value for Money Index
		2. Weighted Value for Money Index
		3. Willingness to Pay
		4. Lowest Price above minimum Quality Score
		5. Best Technically Affordable Tender
	2. Relative Method
		1. Relative Scoring
	3. Lowest Price Methodology
		1. Lowest Cost Tender

D4. For the purposes of this tender, the methodology selected for the evaluation of the ICAVS(D) tender is the Absolute Method – Weighted Value for Money Index (WVfMI)

D5. This means the contract shall be awarded to the tender with the highest weighted Value for Money (VFM) Index score.

D6. In accordance with DEFFORM 47 – Invitation to Tender the default pricing mechanism is for tenders to be submitted in sterling (GBP) excluding Value Added Tax (VAT) at the rate current at time of submitting the tender.

D7. The tenderer must record on Annex A (offer) to DEFFORM 47 their prices and these must align with the prices stated in Schedule of Requirements.

**Evaluation and Negotiation Programme**

D8. The Tender Evaluation and Negotiation process will be split into five distinct stages:

1. **Stage 1: Initial Evaluation** – Following receipt of the Tenders, the Authority will evaluate each Tender in accordance with paragraphs D9. to D26. of Section D of this DEFFORM 47.
2. **Stage 2: Feedback** –Once the Initial Evaluation is complete, the Authority will provide brief feedback to each Tenderer. This will consist of your Commercial Evaluation, your overall ranking and a ranking of your Technical Score and Price Score. You will not be provided with information on how each of the other Tenderers are ranked or information on specific scoring at this stage.

1. If the Authority receives a Tender that is technically compliant, commercially compliant, and affordable, the Authority reserves the right not to undertake negotiations, outlined at Stage 3 below, and award a contract at this stage.
2. **Stage 3: Negotiations** – Providing no contract is awarded following Stage 1 (Initial Evaluation and Stage 2 (Feedback), the Authority will commence negotiations with the Tenderers. All Tenderers will be notified in writing if they have or have not been invited to proceed to Stage 3 (Negotiations).

i. **Best & Final Tender Submission** – Following the conclusion of the Negotiations, you will be invited to submit a Best & Final Tender. A matrix must be created to highlight and bookmark where any changes have been made to the original tender. The Authority will only re-evaluate those changes.

1. **Stage 4: Final Evaluation** – Following receipt of Final Tenders, the Authority will revaluate any updated/amended element of the Tender in accordance with paragraph D12. to D26. of this DEFFORM 47. If at this point there are no compliant or affordable Tenders, this will be deemed as a failed competition and the process will be terminated.

**Recommended Tenderer** – Following Final Evaluation and prior to Contract Award the Tender ranked 1st overall will be the recommended Tenderer. The recommended Tenderer will be subject to the Authority’s Business Case approvals. No down selected Tenderer will be informed of the outcome of the competition until the project has gone through assurance process sign off.

1. **Stage 5: Feedback /De-brief** – Post-assurance sign off all Tenderers will be notified in writing of which Tenderer has won the competition and at this point the Authority will provide feedback to each Tenderer on the strengths and weaknesses of their bid. This will include a breakdown of the Tenderer’s Technical and Price Score; and details of the highest mark achieved by any Tender against each of the Technical criteria and ranking of price (this will not identify which Tender achieved the highest mark against the criteria). After the ten (10) calendar day standstill period a contract will be awarded to the winning tenderer as long as no legal proceedings have been issued to challenge this.

**Overall Approach to Evaluation**

D9. The aim of the Tender Evaluation process is to select the Tenderer who offers the Most Economically Advantageous Tender (MEAT) for the delivery of ICAVS(D). The determination of MEAT will be as stated above by using a Weighted Value for Money Index methodology. The details of which can be found in Annex 1 to section D of the DEFFORM 47.

D10. The weighting of the non-cost criteria (Technical) will be 70% and weighting applied to cost 30%

D11. It is your responsibility to direct the Authority to the evidence contained within your Tender relevant to each of the Technical Evaluation Criteria (As at Annex B to Section D of the DEFFORM 47). The Authority is not obliged to seek additional evidence within your Tender over and above that explicitly referenced to a specific Technical Evaluation Criteria response. Any marketing material will not be considered by the Authority.

**Tender Evaluation Process**

 D12. The Tender Evaluation Process is set out below.

**Evaluation of Commercial Tender**

D13. In this stage of Tender Evaluation, the Authority will evaluate the Tender submission for Commercial Compliance.

D14. The following documents must be completed and returned with supporting evidence where specified. Failure to provide these documents as detailed in Table 1 – Tender Deliverable (Also see Annex G to DEFFORM 47 – Contractors ITN Deliverable Checklist), will mean the tender will be deemed Commercially non-complaint and will not be evaluated further.

|  |  |
| --- | --- |
| Annex A (Tender Submission Document - Offer) to DEFFORM 47 | Schedule 12 – DEFFORM 532 – Personal Data Particulars - GDPR |
| DEFFORM 47 Annex A - Appendix 1 – Information on Mandatory Declarations | Schedule 13 – DEFFORM 68 – Hazardous Articles |
| Annex B to DEFFORM 47 – Technical Compliance Matrix | Schedule 14 – DEFFORM 539A Tenderers Commercially Sensitive Information Form |
| Annex C to DEFFORM 47 – Statement of Requirement Compliance Matrix | Schedule 17 – Pricing Breakdown |
| Annex D to DEFFORM 47 - Commercial Compliance Matrix | Technical Responses and evidence against DEFFORM 47 Section D – Annex B – Non-Costed (Technical) Evaluation |
| Annex E to EFFORM 47 – TUPE – Contractors Acceptance  | Draft Project Schedule |
| Annex I to DEFFORM 47 – ITEAP VVRM | Draft Risk & Opportunity Management Register |
| Schedule of Requirements to the Terms and Conditions | Master Data Assumptions List |
| Annex A to the Terms and Conditions – Additional priced Options | Systems Integration Plan |
| Schedule 2 – Statement of Work | Systems Engineering Management Plan |
| Schedule 4 – Milestone Payment Plan | Systems Integration Plan |
| Schedule 5 – Government Furnished Assets (GFA) | Systems Engineering Management Plan |
| Schedule 7 – Rate Card | Systems Architecture Document |
| Schedule 9 – Security Aspects Letter – SAL - Response | Systems Design Document |
| Schedule 10 – Relationship Management Plan | Plan on a Page |
| Schedule 11 – Draft Exit Plan  | In-Service Support Plan |
| Whole Life Cost Report |  |

*Table 1 – Tender Deliverables*

D15. Any of the above documents that the tenderer considers a “Nil return”, the document must be returned stating a “Nil return”.

D16. If the tenderer fails to submit any of the above documents, the tender shall be considered commercially non-compliant and will not be evaluated.

D17. Where applicable the following additional documents must be submitted:

1. Appendix 2 to Annex A to DEFFORM 47 – Form1686 - Application to sub-contract or collaborate with an overseas contractor on work involving official-sensitive and above classified information – If deemed applicable this will be added as a schedule to the contract
2. Bank/Parent Company Guarantee – If deemed applicable this will be added as a schedule to the contract
3. DEFFORM 528 in relation to DEFCON 528 – Import and Export Licenses - if applicable – If deemed applicable this will be added as a schedule to the contract

D18. Tenderers are required to complete and return the Commercial Compliance Matrix as part of their Tender (template is at Annex D to DEFFORM 47). Tenderers shall confirm compliance with the Authority’s Terms and Conditions by completing the “Compliant Yes/No” column for each Serial and DEFCON and any comments alongside those elements that are identified as ‘negotiable’. Should the Tenderer state “No” for any of the Terms and Conditions, this will result in a “Fail” score in Table 2 below.

D19. Upon Tender return, the Commercial Assessor shall record their decision based on the Compliance Scale shown in Table 2 below.

|  |  |
| --- | --- |
| **Compliance Scale** | **Characteristic** |
| Pass | Full Compliance>Tender valid for further evaluation. |
| Fail | Any Non-Compliance<Tender eliminated from any further evaluation. |

*Table 2 – Commercial Compliance Assessment Scale*

D20. For avoidance of doubt, the tenderer is required to provide a clear statement that they unconditionally accept the Authority’s Terms and Condition of Contract. This will be your response to DEFFORM 47, Annex D - Commercial Compliance Matrix as per D18 above, apart from those conditions marked within the matrix that are ‘negotiable’. Where no clear statement is provided, the tender will be deemed Commercially non-compliant and will obtain a Fail outcome and will not be further evaluated and will not proceed to negotiations.

**Evaluation of Price**

D21. The total cost that will be used in the WVfMI calculation will be calculated on the basis of the total of the four-core year annual costs, Schedule of Requirements line items 1 to 4 and the following option scenario (in line with Annex A to the Terms and Conditions - Additional priced Options). The total of both will be added together to give the total score to be used in the MEAT calculations, the cost section will be weighted as per the following table:

|  |  |
| --- | --- |
| Cost Element | Weighting % |
| Core Years – Schedule of Requirement - Line Items 1 – 4 total | 50 % |
| Options - Averages of Lines 1 (100 additional events) & 2 (5 concurrent events per week) together for four core years at Annex A to the Terms and Conditions - Schedule of Requirement - Additional Option Pricing  | 25% |
| Options - Averages of Lines 3 (6 concurrent events per week) & 4 (7 concurrent events per week) together for four core years at Annex A to the Terms and Conditions - Schedule of Requirement - Additional Option Pricing  | 15% |
| Options - Averages of Lines 5 (8 concurrent events per week) & 6 (9 concurrent events per week) together for four core years at Annex A to the Terms and Conditions - Schedule of Requirement - Additional Option Pricing  | 5% |
| Options - Average of Line 7 (1 distributed event) for four core years at Annex A to the Terms and Conditions - Schedule of Requirement - Additional Option Pricing  | 5% |

*Table 3 – Price Weightings*

**Options Scenario Calculations**

Please refer to Annex A to Terms and Conditions - Schedule of Requirement -  Additional Option Pricing

**Step 1**- For each option line (1-7), the average shall be calculated for the values across the Core years (Years 1-4). Providing the average cost for X events per annum. With line 7 being multiplied by 10 events.

**Step 2-** The averages of the lines shall then be grouped as per Table 3 above to obtain a total cost; this will then be multiplied by the weighting value in Table 3.

**Step 3-** The weighted cost values are added together and used as the value for the WVfMI calculation

**Note: All options must be costed, or the tender will not be evaluated any further and deemed Non-Compliant.**

Please see below for worked example (Costs included in worked example are for demonstrating the process only, please ensure correct values are submitted within your tender submission and are not rounded to fall in line with example) For the worked example the Core for the four years will be valued at £10M.

**Step 1**
Contractor is to refer to and provide full costings for all elements within Annex A to Terms and Conditions - Schedule of Requirement - Additional Option Pricing.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Option | Core Year 1Firm Price (Ex VAT) | Core Year 2Firm Price (Ex VAT) | Core Year 3Firm Price (Ex VAT) | Core Year 4Fixed Price (Ex VAT) |
| 1 | +100 additional events p.a.(200 total) | 1.2 | 1.3 | 1.4 | 1.5 |
| 2 | 5 concurrent events per week (250 events p.a.) | 2 | 2.2 | 2.3 | 2.5 |
| 3 | 6 concurrent events per year (300 events p.a.) | 3 | 3.2 | 3.4 | 3.6 |
| 4 | 7 concurrent events per year (350 events p.a.) | 4.1 | 4.4 | 4.5 | 4.6 |
| 5 | 8 concurrent events per year (400 events p.a.) | 5.1 | 5.3 | 5.4 | 5.6 |
| 6 | 9 concurrent events per year (450 events p.a.) | 6.5 | 6.6 | 6.7 | 6.8 |
| 7 | 1 distributed event(federated across 2 locations, both UK based) | 0.02 | 0.021 | 0.022 | 0.023 |

**Step 2**
For each option line (1-7), the average shall be calculated for the values across the Core years (Years 1-4). Providing the average cost for X events per annum.

|  |  |
| --- | --- |
| Option | Average cost |
| +100 additional events p.a.(200 total) | 1.35 |
| 5 concurrent events per week (250 events p.a.) | 2.25 |
| 6 concurrent events per year (300 events p.a.) | 3.30 |
| 7 concurrent events per year (350 events p.a.) | 4.40 |
| 8 concurrent events per year (400 events p.a.) | 5.35 |
| 9 concurrent events per year (450 events p.a.) | 6.65 |
| 1 distributed event(federated across 2 locations, both UK based) | 0.0215 |

**Step 3**

The options lines will then be grouped in line with Table 3 above, and have the weighting applied.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Component** | **Breakdown** | **Raw Cost**  | **Weighting (%)** | **Weighted Cost** |
| CORE  |  | 10 | 50 | 5 |
| Avg 1+2 | 1.35 + 2.25 | 3.6 | 25 | 0.9 |
| Avg 3+4 | 3.3 + 4.4 | 7.7 | 15 | 1.155 |
| Avg 5+6 | 5.35 + 6.65 | 12 | 5 | 0.6 |
| Avg 7  x 10  | 0.0215 x 10 | 0.215 | 5 | 0.01075 |

**Step 4**

The weighted cost values are added together and used as the value for the WVfMI.

|  |  |
| --- | --- |
| **Component** | **Total Weighted Cost** |
| CORE  | 5 |
| Avg 1+2 | 0.9 |
| Avg 3+4 | 1.155 |
| Avg 5+6 | 0.6 |
| Avg 7 x 10  | 0.01075 |
| **Figure to be used in the WVfMI calculation** | **Total = 7.67M** |

D22. Tenderers shall submit their pricing based on the same technical solution, regardless of option scenario.

D23. Tenderers must note that price submitted will be used for Stage 1: Initial Evaluation as explained in D8a.

**Evaluation of Non-Costed (Technical) Element of Tender**

D24. In this stage of the Tender Evaluation, the Authority will evaluate your Non-Costed response in accordance with Annex 2 of section D of the DEFFORM 47, Annex B (Technical Compliance Matrix) and Annex C (Statement of Requirement Compliance Matrix) to the DEFFORM 47.

D25. Tenderers are required to complete and return the Technical Compliance and Statement of Requirement Compliance Matrix as part of their Tender. Tenderers shall confirm compliance by completing the “Compliant Yes/No” column for each Serial.

D26. For the avoidance of doubt, any “No” stated within the Technical Compliance Matrix will result in the entire Tender being “Not Acceptable” and eliminated from any further evaluation

**Non-Compliant Tenders**

D27. At any point following receipt of Tenders, the Authority may deem any Tenders which do not meet the requirements of paragraphs D14 and D20 of Section D, of the DEFFORM 47 as non-compliant and reserves the right, at its sole discretion to reject the entire Tender.

**Unacceptable Tenders**

D28. At any point following receipt of Tenders, including Final Tender Submission, the Authority may deem any Tenders which do not meet the following requirements as unacceptable and reserves the right to remove the supplier from the competition:

1. Where you indicate by your response to DEFFORM 47 Annex B (Technical Compliance Matrix) and DEFFORM 47 Annex C (Statement of Requirement Compliance Matrix) Non-Compliance against any System Requirements.

and/or

b. Tenders which receive a “Fail” for the Commercial Evaluation as specified in Section D paragraph D14 and D19,

and/or

c. Failure to include in your Tender the deliverables specified above at D14 and those detailed in Annex G (ITN Tender Deliverables Checklist) to the DEFFORM 47.

**Negotiation**

D29. The aim of the Negotiations is to achieve the balance of optimum against, balance of performance, cost, time, and risk of each Tender. You will be notified of the negotiation timetable and location (Negotiations likely to be held remotely over Skype or Microsoft Teams) at the Initial Evaluation Outcome subject to an invitation to proceed to Stage 3 (Negotiation).

D30. Key and Mandatory System Requirements, as defined in the Systems Requirement Document Annex E to Schedule 1 – Statement of Requirement, are out of scope of the negotiations.

D31. A record of Key points and discussions between the Tenderer and the Authority during the Negotiations will be recorded by the Authority and shared with the Tenderer. Anything discussed or recorded at negotiations will not be evaluated unless included within the Final Tender documentation, and highlighted as per paragraph D8di and D33.

D32. Following Negotiations, you shall update your Tender in accordance with any changes or modifications agreed with the Authority during the Negotiations (if applicable). You shall have twelve (12) Business Days in which to submit your Final Tender to the Authority for final evaluation, the process for resubmission will be provided at Negotiations. Only documents where changes occur shall be submitted. You must provide an electronic copy within twelve (12) Business Days of your final negotiation day.

D33. To assist the Authority’s Final evaluation you must deliver, in table format, detail of what each change is and where it is located within the submission. This must include detail of where any element of the original Tender has been removed. You must deliver a hard copy (COVID Dependent) and an electronic copy must also be provided within twelve (12) Business Days of your final negotiation day.

D34. You must also deliver a clean word version of your Final Submission. You must deliver a hard copy (COVID Dependent) and an electronic copy must also be provided within twelve (12) Business Days of your final negotiation day.

D35. Negotiations with each Tenderer will be undertaken in a staggered manner and not concurrently. Submission of each Tenderers Final Tender, in both hard copy and soft copy will also be undertaken, therefore, in a staggered manner and not concurrently. The hard copies, of any Tenderers Final Submission Tender, will not be made available nor soft copies be opened to the Authority to undertake Final evaluation until such time as all submissions are in.

**In the Event of a Tie**

D36. If there are two or more tenders which attract the same highest Weighted Value for Money Index Score then, from those tied, the tender with the highest technical score, if deemed affordable will be MEAT.

**Tender Evaluation Panel (TEP)**

D37. The Tender Evaluation Panel (TEP) shall comprise of multiple Subject Matter Experts (SME) for each criterion that will independently evaluate the Tenderer’s responses and supporting evidence. As a minimum the TEP shall comprise of the representatives from Commercial, Project, Engineering, and ILS.

D38. The TEP shall be chaired by the Project function.

D39. The team members shall evaluate their specific aspects of the tender in isolation before the TEP is convened.

D40. The TEP shall determine the tenderers that proceed to Stage 3 Negotiations, the same panel will sit again following negotiations and resubmissions at Stage 4.

**Tender Review Panel (TRP)**

D41. In addition to the TAP, the Tender Review Panel (TRP) will meet after individual assessments are completed to carry out moderation if it is not possible to reach a consensus. The panel will make the final decisions.

D42. The TRP shall be chaired by DES LE STSP-TSSP-SnrComMgr or their authorised representative.

D43.The TRP has the final decision on the outcome of the tendering exercise.

**Tender Documents**

D44. Where a tenderer discovers that a document has not been provided that has been referenced within the invitation to tender, the tenderer should contact the Commercial Officer, as detailed in Box 1 of DEFFORM 111, seeking a copy of the document. Such a request will be considered a clarification question and the clarification question process must be used.

Annex A to section D of DEFFORM 47

**Weighted Value for Money Index Example**

**\*THIS IS JUST A WORKED EXAMPLE FOR YOUR INFORMATION – THE WEIGHTING PERCENTAGES IN THIS EXAMPLE DO NOT REFLECT THAT OF THE WVfMI FIGURES TO BE USED IN THE ICAVS(D) EVALUATION, THESE WEIGHTINGS ARE 70/30)\***

A factor of

Non-cost score weighting

 ­­­­­­­­­­­­­­­­­­­­­­­ to the non-cost score.

Cost weighting

is applied. A weighting is applied to cost (40%) and the non-cost criteria (60%).

**Worked Example**

The overall tender score is calculated as follows:

𝑤Q

𝑁on−Cost Score 𝑤C

Cost

**Common example data**

The data below for a toaster illustrates the scoring mechanisms

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |  |  | Tender  |  |
| Non-cost Criteria  | Weighting  | A  | B  | C  |
| Evenness of toasting  | 40%  | 12  | 28  | 40  |
| Reheat setting  | 30%  | 30  | 30  | 30  |
| Cleaning time  | 20%  | 20  | 20  | 20  |
| Defrost and reheat  | 10%  | 0  | 7  | 10  |
| Safety  | Pass / Fail  | Pass  | Pass  | Pass  |
| Non-cost Score  |   | 62  | 85  | 100  |
| Cost  |   | £20  | £24  | £29  |

Where:

*wQ* = weighting of non-cost criteria

*wC* = weighting applied to cost

Assuming that wQ = 60% and wC = 40% gives:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tender  | Non-cost score  | Cost | Weighted VFM Index  | Rank  |
| A  | 6260/40 = 488.2  | 20  | 24.41  | 3  |
| B  | 8560/40 = 783.7  | 24  | 32.65  | 2  |
| C  | 10060/40 = 1000.0  | 29  | 34.48  | 1  |

Annex B to section D of DEFFORM 47

# Non-Costed (Technical) Evaluation/Criteria

* See attached separate document

# Section E – Instructions on Submitting Tenders

## Submission of your Tender

E1. Your Tender must be submitted electronically via the AWARD® Virtual Tender Board by Monday 17th May 2021 – by 23:59 GMT. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN TSSP/129. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender as a PDF (must be scanned original). The remainder of your Tender must be compatible with MSWord and other MSOffice applications.

E3. Tenderers will receive AWARD® login details no later than 5 working days before the Tender submission date. Once logged into the AWARD® service, uploading and submission instructions will be readily available. Login details will be sent via two separate automatically generated emails. Tenderers should ensure their local mail application settings allow receipt of computer-generated emails.

E4. AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded.

E5. If you intend to upload any ITAR or Export Controlled information as part of your Tender, you must notify the Commercial Officer, as detailed in Box 1 of DEFFORM 111, before you upload your Tender to AWARD®.

E6. If you have any difficulty accessing the AWARD® service or if you have any questions with regards to the tendering exercise itself, please contact **REDACTED.**

**Lots**

E7. This requirement has not been split into lots.

**Variant Bids**

E8. The Authority will not accept variant bids.

**Samples**

E9. Samples are not required.

# Section F – Conditions of Tendering

F1. The issue of ITN Documentation or ITN Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Neither does the issue of this ITN or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

 F2. The Authority reserves the right, but is not obliged to:

1. vary the terms of this ITN in accordance with applicable law;
2. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
3. visit your site;
4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
5. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, of

interest, the DPQQ or the tender process;

1. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the DPQQ response, see paragraphs A31 to A34;
2. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
3. re-issue this ITN on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
4. choose not to award any Contract as a result of the current procurement process;
5. where it is considered appropriate, ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

## Conforming to the Law

F4. You must comply with all applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

## Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

## Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the Contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

• devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

• enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

• enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

• canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

• attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors’ sensitive information and Government

 Furnished Information;

e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority’s rights of audit; and

g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

## Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer, as detailed in Box 1 of DEFFORM 111.

**Standstill Period**

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

**Publicity Announcement**

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer, as detailed in Box 1 of DEFFORM 111, and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer, as detailed in Box 1 of DEFFORM 111, and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority’s Contract award decision before the Authority’s announcement of the award of Contract.

## Sensitive Information

F15. 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 governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

F16. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

## Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information.

F19.Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

## Specific Conditions of Tendering

**Options**

F20. The Authority requires option prices for additional years over and above the four core years and additional events as per Annex A to the Terms and Conditions.

If your Tender is successful you will be expected to provide that option requirement(s) listed in the Schedule of Requirements and Annex A to the Terms and Conditions.

The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in the Contract.

|  |
| --- |
| **Security Aspects Letter (Schedule 9 of the Contract Conditions)** F21. You are required to review the Security Aspects Letter at Schedule 9 to TSSP/129 and confirm that you understand and will comply with its content as part of your Tender. Please include this confirmation within your Commercial Compliance Matrix at Annex D to DEFFORM 47.**Security Clearance** F22. As per the DPQQ, Candidates will be required to have the necessary Personal Security Clearances. If Tenderers do not yet hold security clearance, they will have until the end of September 2021 to obtain all necessary clearances to be able to provide the required service. |

DEFFORM 47 Annex A

Edn 11/20

**Ministry of Defence Tender Ref No; TSSP/129**

## Tender Submission Document (Offer)

**To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Authority”)**

The undersigned Tenderer, having read the ITN Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

|  |
| --- |
| **Applicable Law**  |
| I agree that any Contract resulting from this competition shall be subject to English Law  | Yes / No\*  |
| **Total Value of Tender (excluding VAT)**  |
| £ ……………………………………………………………………………………………………………………… WORDS ................................................................................................................................................................................  |
| **UK Value Added Tax**  |
| If registered for Value Added Tax purposes, please insert: a. Registration No .......................................... b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £...........................  |
| **Location of work (town / city) where contract will be performed by Prime:**  |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)  |
| Tier 1 Sub-contractor Company Name  | Town / city to be Performed  | Contractor Deliverables  | Estimated Value  | SME Yes / No  |
|   |   |   |   |   |
|   |   |   |   |   |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):  | **Tenderer’s Declaration**  |
| Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?  | Yes\* / No  |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528  | Yes\* / No  |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?  | Yes\* / No  |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?  | Yes / No  |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service | Yes\*/ No/N/A  |
| Have you completed Form 1686 for sub-contracts?  | Yes / No  |

A-1 of 2

|  |  |
| --- | --- |
| Have you completed the compliance matrix/ matrices?  | Yes / No / Not Required  |
| Are you a Small Medium Sized Enterprise (SME)?  | Yes / No  |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?  | Yes / No  |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)?  | Yes / No  |
| If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?  | Yes\* / No / N/A  |
| Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes\* / No  |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?  | Yes\* / No  |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by [EC 744/2010)](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010R0744) of the European Parliament and of the Council.  | Yes\* / No  |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?  | Yes\* / No / Not Required  |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?  | Yes / No / Not Required  |
| Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITN??  | Yes / No / Not Required  |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).  |
| **Tenderer’s Declaration of Compliance with Competition Law**  |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.In particular:1. the offered price has not been divulged to any Third Party,
2. no arrangement has been made with any Third Party that they should refrain from tendering,
3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and
5. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action. We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.  |
| **Dated this.................. day of ................................................................... Year ........................**  |
|  **Signature: In the capacity of**  **.......................................................................................................** (Must be original) (State official position e.g. Director, Manager, Secretary etc.)  |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:** (Tenderer's Name)  | **Postal Address:**   **Telephone No:** **Registered Company Number: Dunn And Bradstreet number:**  |

A-2 of 2

Appendix 1 to DEFFORM 47 Annex A (Offer)

Edn 11/20

# Information on Mandatory Declarations

**IPR Restrictions**

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select ‘Yes’ in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
2. If you have answered ‘Yes’ in Annex A (Offer) as directed by paragraph 3 below, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
	1. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
	2. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
	3. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and/or;
	4. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

## Notification of Foreign Export Control Restrictions

1. If, in the performance of the Contract, you need to import into the UK or export out of the UK

anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

Appendix 1 – 1 of 4

1. In respect of any Contractor Deliverables, likely to be required for the performance of any

resultant contract, you must provide the following information in your Tender:

 Whether all or part of any Contractor Deliverables are or will be subject to:

* 1. a non-UK export licence, authorisation or exemption; or
	2. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

1. You must use reasonable endeavours to obtain sufficient information from your potential

supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

1. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

1. You must notify thenamed Commercial Officer, as detailed in Box 1 of DEFFORM 111,immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
2. Should you propose the supply of Contractor Deliverables of US origin the export of which

from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

## Import Duty

1. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
2. For the purpose of this competition, for any deliverables not yet imported into the EU, you

are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

1. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty’s Revenue & Customs (HMRC) authorisations.

Appendix 1 – 2 of 4

**Cyber Risk**

1. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Moderate. The Risk Assessment Reference is RAR-G28Y5FXZ. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

## Sub-contracts Form 1686

1. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract at OFFICIAL-SENSITIVE with an contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Cabinet Office - Contractual Process.](https://www.gov.uk/government/publications/security-policy-framework)

## Small and Medium Enterprises

1. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2022; this applies to the money which the MOD spends directly with SMEs and through the supply chain. SMEs are defined in the EU recommendation 2003/361.
2. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code.](http://www.promptpaymentcode.org.uk/)

1. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DCO.
2. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](https://www.contracts.mod.uk/feed/) ,

Tel No: 0845 270 7099

## Transparency, Freedom of Information and Environmental Information Regulations

1. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

1. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Prime Minister’s letter of May 2010 (Government Transparency and Accountability) and in accordance with the provisions of either DEFCON 539.

Appendix 1 – 3 of 4

1. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2004 (“the EIR”).
2. You should complete the attached Tenderer’s Commercially Sensitive Information Form

(DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

1. You should note that while your views will be taken into consideration, the ultimate decision

whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

## Electronic Purchasing

1. Tenderers must note that use of the [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

## Change of Circumstances

1. In accordance with paragraph A31, if your circumstances have changed, please select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

## Asbestos, Hazardous Items and Depletion of the Ozone Layer

1. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

## Defence Safety Authority (DSA) Requirements

1. There are no DSA Requirements.

## Bank or Parent Company Guarantee

1. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

Appendix 1 – 4 of 4

Appendix 2 to DEFFORM 47 Annex A (Offer)

**Application to Sub-Contract[[1]](#footnote-2) or Collaborate with an Overseas[[2]](#footnote-3) Contractor on Work Involving Official-Sensitive[[3]](#footnote-4) and Above Classified Information** **(Also known F1686 and Appendix 5 to Cabinet Office Contractual Process)**

**Request:**

|  |  |
| --- | --- |
| 1 | From: full name and address of contractor submitting application          Telephone no:       Email:       |
| 2 | Full name and address of selected overseas sub-contractor where work will be undertaken                     |
| 3 | Maximum level of classified material to be released to or produced by the sub-contractor:      |
| 4 | Description of work to be carried out:      |
| 5 | Name of Project/Reference Number of prime contract:      |
| 6 | Full name of point of contact and address of United Kingdom Contracting Authority:               Telephone no:       Email:       |

Name:       Position in company

Signature: ………………………….…… Date:

**Response from Contracting Authority:**

Approval is / is not granted[[4]](#footnote-5) to place the sub-contract detailed above. Further information is attached.[[5]](#footnote-6)

Name:       Position/Title:

Signature: ………………………………… Date:

Contracting Authority Organisation:

**Application by a UK List X Contractor for Approval to Sub-Contract or Collaborate with a UK Contractor on Work Classified Secret and Above**

**PART 1**

|  |  |
| --- | --- |
| A | From: full name and address of UK List X contractor submitting application                         Telephone no:       Email:      |
| B | Full name and address of selected UK sub- contractor                               |
| C | Full name and address of selected manufacturer (if different from B)                          |
| D | Registration no. of the company & VAT no.:Reg No:      VAT No:       |
| E | Names under which the company has previously traded (if applicable):           |

|  |  |
| --- | --- |
| F | Full name, address, registration and VAT no. of parent and/or holding company:                                    |
| G | Full name, address, registration and VAT no. of each company holding more than one fifth of the paid up shares, preference shares or loan capital.                                         |
| H | Date of formation of business and brief history:                                    |
| I | Representative(s) (maximum of two) of sub-contractor with whom proposed work has been/will be discussed:Full name:       Full name:      AA number (if known):       AA number (if known):      Position in company:       Position in company:       |

**PART 2**

|  |  |
| --- | --- |
| J | Please provide the details of Chairman, Deputy Chairman, all Directors (indicating specifically those who hold executive appointments), and Company Secretary. Information should also be provided for individuals holding more than one fifth of the paid up shares, preference shares or loan capital. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. SURNAMEa) Now |       |       |       |       |
| (b) Surname at birth if different from (a) |       |       |       |       |
| (c) Full Forenames |       |       |       |       |
| (d) All other names used  |       |       |       |       |
| 3. PLACE OF BIRTH Including county, state and country |       |       |       |       |
| 4. DATE OF BIRTH |       |       |       |       |
| 5. NATIONALITY(a) Now |       |       |       |       |
| (b) At any time if different from (a) |       |       |       |       |
| (c) If naturalised state number & date of certificate |       |       |       |       |
| 6. ADDRESS(a) Full permanent address |       |       |       |       |
| (b) Any other addresses in last 5 years |       |       |       |       |
| 7. POSITION IN COMPANY |       |       |       |       |
|  |       |       |       |       |

**PART 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| K | Does the information relate to: | 1 | UK government contract? | [ ]  | Complete L to O |
|  |  | 2 | NATO or other contract? | [ ]  | Complete L to P |
|  |  | 3 | Collaboration discussions | [ ]  | Complete L to P |
| L | Level of release of classified material:      |  |  |  |  |
| M | Name Project/Reference of prime contract:      |
| N | Description of work to be carried out:                |
| O | Full name of point of contact and address of UK Contracting Authority:                    Telephone no:       Email:      |
| P | Name of NATO/other contracting authority:      |  |  |

Name of Security Controller:      ……………………………..

Signature: ………………………………………………… Date:       …………………….

1. For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Annex A only [↑](#footnote-ref-2)
2. For sub-contracts/collaboration with an overseas contractor involving the release of OFFICIAL-SENSITIVE or above information complete and submit 1st page only. [↑](#footnote-ref-3)
3. For the MOD this requirement also applies to Reportable OFFICIAL information [↑](#footnote-ref-4)
4. Delete as appropriate [↑](#footnote-ref-5)
5. Delete if not applicable [↑](#footnote-ref-6)