

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation**

**Subject: Risk and Assurance Management System**

**Sourcing Reference Number: DDaT20078**

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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)

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation (UKRI), Polaris House, North Star Avenue, Swindon, SN2 1FL
3.2.	Buyer	UK SBS DDaT Procurement
3.3.	Buyer contact details	<a href="mailto:ddatprocurement@uksbs.co.uk">ddatprocurement@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	The budget for this opportunity is a maximum of £430,000.00 excluding VAT over the five-year period.
3.5.	Process for the submission of clarifications and Bids	<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>. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Monday 18 <sup>th</sup> January 2021
3.7.	Date RFP available to Bidders on Contracts Finder	Monday 18 <sup>th</sup> January 2021
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	<del>Friday 12<sup>th</sup> February 2021</del> <del>14:00</del> <b>Wednesday 17<sup>th</sup> February 2021</b> <b>14:00</b> <del>Wednesday 24<sup>th</sup> February 2021</del> <del>14:00</del> <b>Monday 22<sup>nd</sup> March 2021</b> <b>14:00</b>
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	<del>—</del> <del>Wednesday 17<sup>th</sup> February 2021</del> <b>Monday 22<sup>nd</sup> February 2021</b> <b>Monday 1<sup>st</sup> March 2021</b> <b>Wednesday 24<sup>th</sup> March 2021</b>

3.10.	Closing date and time for Bidder to submit their response ('the deadline').	<p><del>Wednesday 24<sup>th</sup> February 2021</del> <del>14:00</del></p> <p><del>Monday 1<sup>st</sup> March 2021</del> <del>14:00</del></p> <p><del>Monday 8<sup>th</sup> March 2021</del> <del>14:00</del></p> <p><b>Wednesday 31<sup>st</sup> March 2021</b> <b>14:00</b></p>
3.11.	Provisional timescale for demonstrations	<p><del>Tuesday 20<sup>th</sup> April 2021 – Tuesday 4<sup>th</sup> May 2021</del></p> <p><b>Friday 21<sup>st</sup> May 2021 – Friday 4<sup>th</sup> June 2021</b></p>
3.12.	Provisional timescale for Sandbox exercise	<p><del>Wednesday 5<sup>th</sup> May 2021 – Tuesday 18<sup>th</sup> May 2021</del></p> <p><b>Monday 7<sup>th</sup> June 2021 – Monday 21<sup>st</sup> June 2021</b></p>
3.13.	Notification of proposed Contract award to unsuccessful bidders	<p><del>Wednesday 23<sup>rd</sup> June 2021</del></p> <p><b>Wednesday 4<sup>th</sup> August 2021</b></p>
3.14.	Anticipated Contract Award Date	<p><del>Thursday 15<sup>th</sup> July 2021</del></p> <p><b>Wednesday 25<sup>th</sup> August 2021</b></p>
3.15.	Commencement of Contract	<p><del>Monday 2<sup>nd</sup> August 2021</del></p> <p><b>Thursday 2<sup>nd</sup> September 2021</b></p>
3.16.	Completion of Contract	<p><del>Saturday 1<sup>st</sup> August 2026</del></p> <p><b>Tuesday 1<sup>st</sup> September 2026</b></p>
3.17.	Bid Validity Period	90 Days

## **Section 4 – Specification and about this procurement**

### **1.0 Introduction**

UK Research and Innovation (UKRI) are seeking to procure an integrated Risk and Assurance system (the system) that provides a long-term solution that is adaptable to the complexity of UKRI now and in the future.

The existing risk system, EasyRisk system was implemented as an interim solution when UKRI was formed.

### **2.0 Aims and Objectives**

The primary over-arching objective of the project is to implement a suitable long-term solution, through a flexible, integrated and easy-to-use system that can support the diverse risk management and assurance needs of UKRI. The solution adopted will be able to adapt to change in organisational objectives and structure. It will provide improved capability to capture, update, track and present relevant information to stakeholders, enabling effective reporting and informed decision making, at all levels.

The primary objectives of the project, include:

- Improved quality of risk & assurance reporting
- Higher efficiency and effectiveness of risk management by the business
- Increased linkage and integration between Risk, Assurance, and Controls
- Increased linkage to objectives and corporate plan
- New capability to produce KPIs and KRIs

### **3.0 Background**

Prior to the formation of UKRI there was a mixed approach to capturing risk information ranging from Microsoft Excel spreadsheets to various risk tools. When the UKRI was formed it was necessary to have a single source of risk information, hence a pragmatic decision was taken by the Head of Risk to use the existing EasyRisk system as an interim solution, which had been in use for the UKRI project, RCUK and MRC.

As part of the approved UKRI Risk Management Strategy it was recognised that the system would need to be reviewed and a decision taken for a long-term solution. In response to the above a “UKRI Risk Management and Assurance System Project” was launched in early January 2020.

Procurement through an open competition re-tender is required for a fit-for-purpose business system-application, by exploiting the latest market technology and capabilities.

### **4.0 Scope**



The system will be used across UKRI. This will include the 9 councils and the corporate areas.

The Enterprise Risk Management System (ERM) will also support portfolio, programmes and projects.

The system will support the embedding of the Risk Management Framework and the Assurance Framework. It will be used to manage and support the captured Risk, Assurance, IGRAF (Integrated Governance, Risk & Assurance Framework) and Audit information. Ultimately supporting UKRI by providing information which will help support its decision making.

A fully integrated risk and assurance is the most desirable option, this will form part of Level 1 and 2 as stated below in the requirements documents. To demonstrate our requirements further we have separated them into must have, should have and could have using MoSCoW model. This will allow tender bids to demonstrate their ability to provide our requirements against each criteria.

UKRI needs to be able to integrate information from the system with information from other business systems used within UKRI now or in the future.

## **5.0 Requirements**

### **Introduction to The Requirements:**

Please note the following:

- The tender will be evaluated on the scope that best meets the level 1 and 2 requirements, please see the table below.
- **The requirements highlighted in yellow in the evaluation template are mandatory requirements. This means that any bidder that is unable to meet these and scores a mark of “0” will be not considered further. For reference these sections are Systems & Technical 1.1.1 – 1.1.4, Sections 13 and 14.1.1 – 14.1.21 , Risk 8.1 and Assurances 15.1 and 15.4.1. Please review these requirements fully before proceeding with your submission of the matrix to ensure that you are able to meet these requirements as a minimum”**
- The risk and assurance system will be referred to as ‘The System’ throughout the document.
- All sections will use the MoSCoW rating system. This includes Must Haves, Should Haves and Could Haves. Must haves are essential for the system. Should Haves are what we recommend the system should include, and Could Haves lists potential additional features, but that are not essential.
- Summary of demonstration requirements are also listed at the end of each specific section.

<b><u>Scope</u></b>	<b><u>Description</u></b>	<b><u>Reference In Document</u></b>
<b>Level 1</b>	<p>This includes all the must haves and should haves under general, system and technical requirements.</p> <p>This includes the must haves and should have for the risk functionality.</p>	<p>1. Systems and Technical Specification</p> <p>2. Configuration</p> <p>3. Users &amp; Licence</p> <p>4. Help Desk/Technical Support</p> <p>5. Help - All Users</p> <p>6. Training</p> <p>7. General System Wide Requirements</p> <p>8. Risk Functionality</p> <p>9. Reports</p> <p>10. Notification/Reminders/Automatic</p>

		Alerts 11. General Communications With Users 12. Implementation 13. Data Protection Compliance 14. Security / IT Requirements
<b>Level 2</b>	Level 1 + must have and should have of the assurance functionality  Future proofing and product development roadmap	15. Assurance 16. Issues Functionality
<b>Level 3</b>	Level 1&2 + all areas including could haves	<b>These are all COULD HAVES in the Document for each section</b> 17. Policy Records Management

## LEVEL 1

### **1. Systems and Technical Specification**

*Also see section on Security / IT requirements.*

UKRI requires an established system that is a configurable (not a bespoke system) to further its risk management and assurance capability. The system will be cloud based, have an intuitive modern fresh look that delivers a desired function or behaviour to satisfy its user's standards and needs. It needs to achieve a balance between effort (ease of entry / use) against output and the system should be device agnostic i.e. have the capacity to work with various systems without requiring any special adaptations.

The system will be required to have a set of 'requirements in terms of functionality, usability and accessibility. These are listed below.

#### **1.1 MUST HAVE**

**1.1.1.** Must be cloud based

**1.1.2.** Off the shelf solution not a bespoke (see also configuration section.)

**1.1.3.** No additional software dependencies i.e. Java and Flash.

**1.1.4.** Agnostic operating system and browser compatibility.

**1.1.5.** Able to integrate with our Azure Active Directory (AAD) and provide Single Sign On (SSO). This is approximately 9000 profiles.

**1.1.6.** System backup to ensure the system's state, files and data are duplicated to be used as a backup or data substitute when the primary system data is corrupted, deleted or lost.

**1.1.7.** A full audit trail of all data changes available to systems administrators.

**1.1.8.** The ability to upload information from other reports/information in different Microsoft formats and Adobe PDF At both initial implementation and subsequently as required.

**1.1.9.** Match and pull through report information to sit within the correct/relevant/identified system fields.

## **1.2 SHOULD HAVE**

1.2.1. The Ability to interface with other internal business systems.

1.2.2. The ability to upload user data straight into the system from the active directory (Azure Active Directory).

1.2.3. The ability to offer MFA (Multi Factor Authentication.)

## **1.3 COULD HAVE (Please note that this is to be treated as Level 3 requirement)**

1.3.1. The ability to store documents in various formats including emails.

1.3.2. The ability to access the system via mobile phone and tablet.

## **1.4 Demonstration Requirements**

- Show how the system is compatible across a range of browser platforms including Chrome, Edge, Safari, Firefox.

## **2. Configuration**

Configuration means that the system can be adapted but without code changes.

UKRI requires a flexible system that can meet the needs of diverse user and management groups. To support this the systems needs to be set up to reflect the UKRI structure and process.

The systems administrators need to be able to configure the system to reflect changes.

System administrators need the following requirements.

### **2.1 MUST HAVE**

2.1.1. Configuration must not affect code or the ease of implementing upgrades.

2.1.2. Must be able to set up reflecting UKRI organisation structure.

2.1.3. The ability to easily configure the system to reflect UKRI terminology and processes.

2.1.4. Systems administrators must have the ability to modify drop down lists, or fields.

2.1.5. Systems administrators must be able to amend the organisation structure to reflect changes UKRI including moving or adding new departments or sections.

2.1.6. The ability to add new drop lists, or fields to the system, within the system administratorfunction.

2.1.7. Systems Administrators must have the ability to set and adjust which fields are mandatory.

2.1.8. Systems Administrators must have the ability to set and adjust locked fields so that only systems administrators can amend after initial input by users.

## **2.2 Demonstration Requirements**

- Configuration to be easy and simple
- Show how to configure a drop-down list.
- The ability to easily modify the initial screen and views.
- Show how to add a field.
- Show how a user would modify /set up their personalised view.

## **3. Users & Licence**

UKRI has several thousand employees spanning several countries. UKRI operates its current risk management and audit tracking system with approximately 400 active user profiles. The user groups cover a variety of personas. Each persona dictates specific levels of access and edit rights appropriate to their role.

There is further guidance within the price schedule however there are three pricing model options. These consist of either 400 users of which 25 of these should be system administrators (price per user). The second option is Enterprise Licensing - this term is to be understood that suppliers are able to provide unlimited licenses for a set price, if there are any banding limits included within your pricing even though you may term this as "Enterprise Licenses" this information needs to be entered into the price per license field based on 400 licenses. The third option is based on 100 concurrent users, 25 of which are required to be concurrent system administrators.

### **3.1 MUST HAVE**

**3.1.1.** Allows for current, and future increases to our user base, to access and manage their areas of risk/control/actions at a time they need too. At present UKRI can have 50 concurrent users at a given time.

**3.1.2.** Have the ability to set up various user profiles/personas dependent on their role and needs. These will include a minimum of

- 25 systems administrators.
- Ability to have at least 50 concurrent users logged in at given time.
- Basic/general users - able to read all and edit only their own risks, actions etc.
- Risk Champions - Expert council/ department support users need to be able to edit most areas.
- Specialist users (Internal audit etc.);

**3.1.3.** Allows systems administrators to allocate each user profile dependent on the user's usage and need.

**3.1.4.** Allow for systems administrators to add/ remove/ amend details to the user base.

**3.1.5.** Allow users to make changes to the system that take effect in real time.

**3.1.6.** Allow all users to read all risk and action information unless it is identified as restricted, but only edit information within their user profile group.

**3.1.7.** Ability to have very restrictive access for occasional non UKRI staff.

**3.1.8.** Ability to restrict access to very sensitive information – this should override normal access levels.

### **3.2 SHOULD HAVE**

**3.2.1.** Using the user base information as obtained and managed via UKRI's active directory (as specified

in section 1). Users should be able to be activated or deactivated as needed – This is to be done either automatically (as the user leaves) or via a notification to the systems administrators to action on the system.

**3.2.2.** Ability to reallocate responsibility across all areas quickly once a person leaves or changes role.

### **3.3 COULD HAVE**

**3.3.1.** Allow Risk Champions greater access and edit rights to cover multiple risk registers and actions as their roles dictate.

**3.3.2.** Allow Risk Champions the ability to configure lower level items within their access.

### **3.4 Demonstration Requirements**

- Setting up and changing user access rights.
- Explain/Show how users will be set up on the system

## **4. Help Desk/Technical Support**

UKRI will provide first line support to user on password, setup and use of the system. The supplier will be expected to provide 2<sup>nd</sup> line and above.

Please Note: When concerning service level agreements, UKRI has 3 levels of severity.

These are defined in the table below:

<b><u>Severity</u></b>	<b><u>Impact</u></b>	<b><u>Description</u></b>
1	High	<ul style="list-style-type: none"><li>• A large number of staff are affected and/or not able to do their job.</li><li>• A large number of councils are affected and/or acutely disadvantaged in some way.</li><li>• The damage to the reputation of the business is likely to be high.</li></ul>
2	Medium	<ul style="list-style-type: none"><li>• A moderate number of staff are affected and/or not able to do their job properly.</li><li>• A moderate number of councils are affected and/or inconvenienced in some way.</li><li>• The damage to the reputation of the business is likely to be moderate.</li></ul>
3	Low	<ul style="list-style-type: none"><li>• A minimal number of staff are affected and/or able to deliver an acceptable service, but this requires extra effort.</li><li>• A minimal number of councils are affected and/or inconvenienced but not in a significant way.</li><li>• The damage to the reputation of the business is likely to be minimal</li></ul>

Other service level agreements such as data recovery, from a backup source, or service credits will be discussed with the winning supplier during the contract stage of tender. However, we should expect a system to be operating for approximately **250 working days of a 253/4 working day year**. This is approximately 99%.

### **4.1 MUST HAVE**

**4.1.1.** Be available 08.00 – 18.00 weekdays.

**4.1.2.** A clear priority system agreed with system administrator.

**4.1.3.** Escalation routes if queries are unresolved.

**4.1.4.** Maintenance schedules to be published in advance to allow UKRI enough time to prepare for system outage. This would be approximately 2-4 weeks.

**4.1.5.** Downtime/maintenance is outside of the working window unless it's an incident.

#### **4.2 SHOULD HAVE**

**4.2.1.** Fix Severity 1 issues within 4-6 working hours.

**4.2.2.** Fix Severity 2 issues within 1 working day.

**4.2.3.** Fix Severity 3 issues within 2-3 working days.

**4.2.4.** Maximum system downtime of 4 hours.

#### **4.3 COULD HAVE**

**4.3.1.** Multiple Communication Methods i.e. emails or phone.

**4.3.2.** A key contact for UKRI specific queries.

### **5. Help - All Users**

It is important that there is appropriate and easy to follow help information for users and systems administrators.

#### **5.1 MUST HAVE**

**5.1.1.** Software help function that is context relevant.

**5.1.2.** Detailed guidance for system administrators.

**5.1.3.** A forgotten password function – that automatically sends out to users link to reset password.

#### **5.2 SHOULD HAVE**

**5.2.1.** The ability to create and amend help information as required.

**5.2.2.** Glossary of terms.

#### **5.3 COULD HAVE**

**5.3.1.** Links to UKRI guidance.

**5.3.2.** User guide within system and printable.

#### **5.4 Demonstration Requirements**

- Show help function in different areas.

### **6. Training**

UKRI require an adaptable solution for training on the system that further enhance the user experience.

The training provided will be required to have a set of Must Have requirements in terms of its administration training and user support must be part of the implementation stage. We would look to tailor training so that it is proportionate to the user's requirements.

#### **6.1 MUST HAVE**

6.1.1. Include the delivery of training for the trainers during the implementation stage.

6.1.2. Include training for a group of internal system administrators during the implementation stage and when there are significant upgrades to the system.

6.1.3. The provision of training material.

#### **6.2 SHOULD HAVE**

6.2.1. The provision of UKRI branded training material.

6.2.2. The provision of training material for the Trainers/Administrators to use when training users.

6.2.3. A separate training environment for conducting training for staff.

#### **6.3 COULD HAVE**

6.3.1. Tools like 'walk me' or chat bots.

6.3.2. Help system pop ups or hover buttons.

6.3.3. A library of training webinars for users.

6.3.4. Features on risk techniques such as the Risk Bow Tie.

6.3.5. Ad hoc webinars for users when new modules are added.

#### **6.4 Demonstration Requirements**

- Show any system help features you have.

### **Detailed Functionality**

## **7. General System Wide Requirements**

UKRI require a flexible system that can meet the needs of diverse user and management groups. That can adapt and change with UKRI.

These requirements apply to all section/modules, there will be more detail in the functional requirement sections.

#### **7.1 MUST HAVE**

7.1.1. A full audit trail available to system administrators.

7.1.2 The ability to set up to reflect UKRI organisation structure.

7.1.3. Be able to support UKRI's matrix working/structure.

7.1.4. The ability to upload and store documents from different formats the main formats used, word,

excel, email, pdf, PowerPoint and Adobe.

**7.1.5.** Only systems administrators will have ability to delete information.

**7.1.6.** The ability to determine which fields are mandatory.

**7.1.7.** The ability to lock fields so that only systems administrators can amend after initial input by users.

**7.1.8.** The ability to run simple key word and complex searches i.e. phrases across multiple fields and save searches for future use.

**7.1.9.** Spell checker on all fields.

**7.1.10.** Be able to restrict access for confidentiality reasons at field or risk or audit level.

**7.1.11.** UKRI needs to be able to see the total picture, it is important that risks can be connected to other risk, actions and recommendations on an individual or multiple bases.

**7.1.12.** Must have abilities to have one to many links e.g. risk, to audit, to controls, to actions.

**7.1.13.** The ability to link risk, audit, actions to an organisation.

**7.1.14.** To support matrix working by having ability to link or flag secondary organisations or interested persons or stakeholder.

## **7.2 COULD HAVE**

**7.2.1.** Ability to change a risk to an issue or reverse without having to re-enter data.

## **7.3 Demonstration Requirements**

- Easy to use
- Show organisation structure and how amended.
- How to access audit trail.
- How to lock a field.
- Simple and complex search.
- Show a risk linked to an audit recommendation. – (UKRI will provide a draft risk and audit recommendation before demonstrations)
- How to save a document.

## **8. Risk Functionality**

UKRI require a flexible, intuitive and configurable solution to further its risk management capability. The system must have the functionality to manage an enterprise wide risk management approach across a diverse portfolio of users, projects, programmes and operations.

The requirements of the system will be defined in terms of its functionality and elements of information recorded.

Specifically, we require several elements of information to be entered into the system and recorded against a risk.



## **8.1 MUST HAVE – Minimum Data Set**

The following list represents the minimum data that **MUST** be available.

### **RISKS:**

- Unique Risk ID (auto generated)
- Risk title
- Event
- Consequences
- Risk owner
- Risk manager
- Organisation (which part of the organisation does the risk sit)
- Date raised
- Review date (auto set on criteria with manual override)
- Date last updated (auto)
- Date closed
- Details of the level or register in which the risk sits
- Risk status i.e. open closed proposed etc.
- Risk category / categories (max 3)
- A second level category to identify themes / key stakeholders i.e. EU Exit
- Treatment response (treat, take etc.)
- Risk update summary
- Risk score inherent, current and target. – and information on reason for selection
- Root Cause
- General notes field

### **OBJECTIVE: (Corporate and/or Council Objectives)**

- Description of objective.
- Description of which. This could be from a pick list.

### **RISK APPETITE: (8.4 Below)**

- Appetite category singular or range.
- Position against appetite.

## **8.2 Functionality**

### **8.2.1 MUST HAVE**

**8.2.1.1.** The ability to link and aggregate risks.

**8.2.1.2.** The ability to score on a matrix basis risks at different levels within the organisation using different impact tables. i.e. corporate / project.

**8.2.1.3.** The ability to capture controls and assess their effectiveness.

**8.2.1.4.** The ability to link controls to risks.

**8.2.1.5.** A means to provide a level of notifications / reminders when risks actions etc become overdue / due for review.

**8.2.1.6.** The ability to either flag a risk for escalation or automatically escalate.

**8.2.1.7.** The ability to categorise a risk to a theme or cross cutting activity i.e. EU Exit.

**8.2.1.8.** Ability to link risk to mitigating actions.

### **8.2.2 SHOULD HAVE**

**8.2.2.1.** The ability to capture and report on Key Risk Indicators (i.e. attrition rates on a people risk.)

**8.2.2.2.** The ability to link controls to processes.

**8.2.2.3.** The ability to add new local controls.

**8.2.2.4.** The ability to add a risk in a proposed/draft status.

**8.2.2.5.** The ability to convert a risk into an issue / create an issue from a risk.

### **8.2.3 COULD SHOULD HAVE**

**8.2.3.1.** The ability to score risk on a quantitative basis. (8.5 below)

**8.2.3.2.** The ability to enter corporate level controls from a picklist.

**8.2.3.3.** The ability to capture and record a risk bow tie analysis.

**8.2.3.4.** The ability to record opportunity risks.

## **8.3 Information**

### **CONTROLS:**

- Control ID
- Title
- Description
- Control owner
- Control effectiveness
- Position within 3 lines of defence
- Date last assessed
- Related process

### **MITIGATION: (Must Be Able to Link Risks and Issues)**

- Action ID (auto)
- Action Title
- Action description
- Control or action type
- Action due dates
- Revised action due date
- Action completed dates
- Action status (open / closed etc)
- Action owners
- Action organisation
- Progress against actions.

### **8.3.1 SHOULD HAVE**

8.3.1.1. Key performance and/or risk indicators.

### **8.4 Risk Appetite**

UKRI has 5 levels of risk appetite and each level maps to a corresponding area of our risk matrix. Risk appetite statements set out what the appetite is for each appetite category. In addition, programmes and projects can set additional appetites.

### **8.4.1 MUST HAVE**

8.4.1.1. Be able to capture the risk appetite that applies to each risk. UKRI or programme appetite; the appetite area and level.

8.4.1.2. Be able to record if a risk is within appetite with Yes/No.

8.4.1.3. Be able to utilise the information in reports.

8.4.1.4. Appetite category singular or range position against appetite.

### **8.4.2 COULD HAVE**

8.4.2.1. Risk appetite could be expressed as a single (Minimal) value or range (Minimal – cautious.)

### **8.5 Quantitative Risk Information**

UKRI would like the capability to capture quantitative information on risks as their risk maturity is developing.

### **8.5.1 COULD SHOULD HAVE**

8.5.1.1. ~~Could~~ Should have the ability to capture for cost and time the “minimum, most likely and maximum value “to reflect range of uncertainty.

8.5.1.2. ~~Could~~ Should have the results of any quantitative analysis i.e. Monte Carlo.

**8.5.1.3.** A quantitative risk score.

#### **8.5.2 Demonstration Requirements**

- Enter risk information.
- Editing risk information.

### **9. Reports**

UKRI require a dynamic and flexible reporting tool that can meet the needs of diverse user and management groups. There must be suite/standard set of reports that are quick and easy to produce, the report must range from summary to very detailed.

#### **9.1 MUST HAVE**

**9.1.1.** Reports in a range of styles and formats that can be adjustable. e.g. heatmaps, trend analysis etc.

**9.1.2.** Be able to export into Microsoft Suite and Adobe to enable incorporation into reports.

**9.1.3.** Systems administrators able to configure reports quickly and easily and save the configuration either for all or for specific users.

**9.1.4.** Must be able to save report templates and populated reports as available to all or limited as appropriate selecting who has access.

**9.1.5.** The ability to produce systems related performance indicators in terms of risk and issues, trends, assurance measures i.e. overdue actions by area etc.

**9.1.6.** The ability to undertake analysis of information held in the system.

**9.1.7.** Ability to export raw data for offline analysis.

**9.1.8.** To build search criteria into the report.

#### **9.2 SHOULD HAVE**

**9.2.1.** The ability for systems administrators to be able to create new standard reports to meet organisation needs.

**9.2.2.** The ability to set key reports to automatically run and with the ability to set frequency and distribution list per report.

**9.2.3.** Users able to configure and save reports for their own use.

#### **9.3 COULD HAVE**

**9.3.1.** The ability to generate reports as required or set to automatically generate them.

**9.3.2.** Ability to push reports out to users via email.

#### **Demonstration Requirements**

- Demonstrate how a report can be configured and created by a standard user.
- Show how a new report can be designed with filters and search criteria.

## **10. Notification/Reminders/Automatic Alerts**

### **10.1 MUST HAVE**

**10.1.1.** A system to remind users that they need to update information.

**10.1.2.** A system that send alerts to an owner/manager if changes have been made to a risk/audit or actions they are responsible for.

**10.1.3.** A system to alert individual if have been assigned a risk, audit action etc by another person.

**10.1.4.** Be able to set parameters for alerts to go to a designated person e.g. risk scores above 16 alert the risk team.

**10.1.5.** Notifications sent to management assurance when audit recommendation status changed.

### **10.2 SHOULD HAVE**

**10.2.1.** System to notify flagged secondary organisation or interested person of new flag.

## **11. General Communications With Users**

From time to time it will be necessary to communicate with system users about changes or to inform them of activity by the systems administrators or to request action.

This communication may need to be to all users, a specific group, or set of users based on organisation or other criteria.

### **11.1 SHOULD HAVE**

**11.1.1.** The ability for systems administrators to send emails to all users or select group of users or individuals.

### **11.2 COULD HAVE**

**11.2.1.** A notification or news box/message when first log in each day.

### **Demonstration**

- Show how the systems notifications work.
- Show how to set up an email.

## **12. Implementation**

To manage the rollout of the software as smooth as possible UKRI require a phased approach to the system implementation and rollout, this will require data migration to be undertaken at the start of each rollout phase.

Currently there are 1500 Active Risks, 1000 Open Actions, 150 Open Audit Recommendations, 50 Audit Reports in the existing EasyRisk system within UKRI.

The tender must explain in detail your approach and plan to system implementation with indicative

timescale, **this must include as a minimum.**

**Please Note: We would expect set up and configuration of both risk and assurance modules to be completed within 2 months of contract award.**

### **12.1 MUST HAVE**

**12.1.1.** Implementation plan that allows for up to 4 separate stages of rollout based on organisation structure e.g. by council or corporate area over a 6-month period.

**12.1.2.** Migration of Audit information to be completed in 1<sup>st</sup> or 2<sup>nd</sup> phase.

**12.1.3.** How Data Migration will be handled.

**12.1.4.** Details of the format information is required from existing system.

**12.1.5.** Setup and Configuration of the system.

**12.1.6.** User Acceptance testing.

**12.1.7.** Initial training for system administrators – with indication of duration and group size.

**12.1.8.** Train the trainer – indication of duration, group size and material provided.

### **12.2 Account Management & Resourcing**

#### **12.2.1 MUST HAVE**

**12.2.1.1.** Please clearly explain your proposed methodology and approach to how you would manage and resource the UKRI account, both during implementation and life of contract. ***This section is included in the evaluation criteria.***

## **13. Data Protection Compliance**

**See FINAL UKRI Risk Management System Data Protection GDPR Annex A - v0.3**

UKRI requires that strict data protection and GDPR processes are adhered to by any system, as to protect its staff from potential breaches from external groups. Therefore, the system will have to follow these.

### **13.1 MUST HAVE**

**13.1.1.** Access to the system should be role-based, so that a user has only as much access to information as they need.

**13.1.2.** The system must be able to comply with all (relevant) data subject rights:

- The Right to be Informed
- The Right of Access
- The Right to Rectification
- The Right to Restrict Processing

**13.1.3.** Allow for reports to be run to extract data to support the response to requests made under the

various pieces of Information Rights Legislation. Right of Access.

**13.1.4.** Allow for information (i.e. risks that are still held for audit purposes) to have any associated personal data selectively deleted or withheld from processing. Right to RestrictProcessing.

**13.1.5.** To comply with the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, we will need to be able to query the system in response to requests for information and download the results in a format that will enable UKRI to discuss the suitability of the information for disclosure and disclose it if it is decided appropriate to do so.

## **13.2 COULD HAVE**

**13.2.1.** General approach to risk Management within DP Protection - It would be useful if the system allowed us to integrate in a more informed way with the management of Information Governance risks that are owned outside of our team. Whether this is through a tag/flag, data field, or some otherway.

## **14. Security / IT Requirements**

### **14.1 MUST HAVE**

**14.1.1.** Data in transit protection - User data transiting networks shall be adequately protected against tampering and eavesdropping.

**14.1.2.** Asset protection and resilience - User data, and the assets storing or processing it, shall be protected against physical tampering, loss, damage or seizure.

**14.1.3.** Separation between consumers - A malicious or compromised user of the service shall not be able to affect the service or data of another.

**14.1.4.** Governance framework - The service provider must have a security governance framework which coordinates and directs its management of the service and information within it. Any technical controls deployed outside of this framework will be fundamentally undermined.

**14.1.5.** Operational security - The service needs to be operated and managed securely in order to impede, detect or prevent attacks. Good operational security shall not require complex, bureaucratic, time consuming or expensive processes. This includes an agreement on the frequency of any Software Upgrades, including notification to manage the monitoring for any functional defects created.

**14.1.6.** Personnel security - Where service provider personnel have access to your data and systems you need a high degree of confidence in their trustworthiness. Thorough screening, supported by adequate training, reduces the likelihood of accidental or malicious compromise by service provider personnel.

**14.1.7.** Secure development - Services shall be designed and developed to identify and mitigate threats to their security. Those which aren't may be vulnerable to security issues which could compromise your data, cause loss of service or enable other malicious activity.

**14.1.8.** Supply chain security - The service provider shall ensure that its supply chain satisfactorily supports all the security principles which the service claims to implement.

**14.1.9.** Secure user management - Your provider must make the tools available to securely manage service. Management interfaces and procedures are a vital part of the security barrier, preventing unauthorised access and alteration of your resources, applications and data.

**14.1.10.** Identity and authentication - All access to service interfaces shall be constrained to authenticated and authorised individuals.

**14.1.11.** External interface protection - All external or less trusted interfaces of the service shall be identified and appropriately defended.

**14.1.12.** Secure service administration - Systems used for administration of a cloud service will have highly privileged access to that service.

**14.1.13.** Audit information for users - Audit records will be needed to monitor access to the service and the data held within it. to detect and respond to inappropriate or malicious activity within reasonable timescales. This requires the need for a full audit trail of all changes to data.

**14.1.14.** Availability - Advanced notice shall be given for both system and software availability (software being on cloud).

**14.1.15.** Ability to flag /mark items as confidential and limit access.

**14.1.16.** There is an architectural principle that we buy COTS software before configuring COTS software before we customise COTS software before we develop our custom solution.

**14.1.17.** Data shall be secured in such a way that it is kept confidential, immutable and available in line with the service availability requirements.

**14.1.18.** The system will subject to an IT Health Check (penetration test). Unless evidence can be supplied to UKRI that the system has successfully passed an IT Health Check. This will demonstrate that the Cloud Security Principles are observed. Compliance to NCSC cloud security principles.

**14.1.19.** Any configuration or customisation of COTS software shall be documented and available to UKRI.

**14.1.20.** Service Standard so that it can pass GDS assessment. Additionally, it would meet UKRI design standards and patterns.

**14.1.21.** Any configuration or customisation of COTS software must not prevent future upgrades and especially security patches.

## **14.2 SHOULD HAVE**

**14.2.1.** The supplier should have a clear point of contact for any IT service issues or problems, with a documented escalation point.

**14.2.2.** They define their response time to incidents and problems with a time to respond and time to resolve. Typically, these would be defined as Severity 1 (system unavailable or effecting usability for all users) to Severity 4 (system has some problems for a small number of users).

**14.2.3.** Any changes to the system would be available to UKRI in the form of a product roadmap.

## **14.3 COULD HAVE**

**14.3.1.** UKRI would like to know their environmental impact if they are using their own cloud hosted solution.

**14.3.2.** The supplier should have an IT Service Management tool that can integrate with UKRI Service Now.

## **LEVEL 2**

## **15. Assurance**



UKRI operates our control environment using the 3 lines of defence model. UKRI obtain a variety of assurances with agreed management action plans across the UKRI landscape. These assurances are obtained from multiple independent providers and internal second line assurance teams. The action plans within the assurance reports contain recommendations/ suggested improvement actions/ changes that are needed to be made by UKRI to improve the control environment that it operates within. UKRI composes and agrees to management actions within the reports that will assist in filling the control gap.

UKRI requires a system that enables us to record agreed management actions from our various assurance reports, monitor them during their lifecycle and evidence the completion, thus improving the control environment the process / action sits within. These include but are not limited to:

- Internal audit.
- External audit.
- Regulatory.
- Internal reviews; and
- Integrated Governance, Risk and Assurance Framework (IGRAF Actions)

#### **15.1 Audit & Assurance provider report MUST HAVE – Minimum Data Set**

Specifically, we require several elements of information to be entered into the system and recorded against an audit report.

The following list represents the minimum data that **MUST** be available and reportable.

- Report ID (auto.)
- The source of the assurance report – (ideally a drop-down list of assurance providers e.g. GIAA, NAO, Internal Review, H&S report, IGRAF Actions)
- The Financial year of the audit.
- The Report titles. This must be a free text box with a minimum of 300 characters
- Report reference number.
- Type of report – assurance, consultative, regulatory etc.
- Report Sponsor/ Responsible Person – (this should be linked to the user base/activedirectory.)
- Which area of the organisation it applies to – Corporate Hub, Council, Shared Capabilities (or multiples.)
- Risk and Assurance Business partner (this is a UKRI employee assigned to specific areas of UKRI) – linked to user base.
- Assurance level (and Pick List.)

#### **15.2 SHOULD HAVE**

**15.2.1.** Be able to input action plans from reports either via a manual input into the system or these be automatically uploaded. These reports come in a variety of formats, including Microsoft office suite, PDF etc.

**15.2.2.** A variety of input templates based on the source of the audit information. These will be predetermined before any uploading but over the lifecycle of the contract may need to be amended.

### **15.3 Assurance Level Information**

#### **15.3.1 SHOULD HAVE**

**15.3.1.1.** The system should record both the overall assurance received for the reported and any individual level assurances for areas within the report.

### **15.4 Audit & Assurance Recommendations with Agreed Management Actions:**

*Recommendations with agreed management actions must be linked to specific audit reports.*

#### **15.4.1 MUST HAVE – Audit Recommendations Minimum Data Set**

- Unique ID (auto.)
- Audit Recommendation text – What was recommended.
- Agreed Management action text – what UKRI actions we will be completing
- Links to Risks or other recommendations.
- Action owner – linked to user base.
- Priority of the recommendation (Low, Med. High.)
- Due date – (On Calendar.)
- Extended due date – Locked field to systems administrators only.
- Latest progress box – We require progress updates at a minimum monthly - we need to be able to report on recommendations that have not been updated within last 30 days.
- Current status of action – Rejected, Not Started, In Progress, Closed – Medium/ Low priority, Closed – High priority (as a pick list.)
- Date of closure – auto generates to the date the current status changed to closed.
- Review of closure process – decisions and narrative.
- Provide a level of notifications / reminders to users when actions become overdue / due for review.
- Notification to appropriate systems administrator when status changes are made.

#### **15.4.2 SHOULD HAVE**

**15.4.2.1.** The system should allow for each audit recommendation:

- Storage for closure evidence that is easily linked to the appropriate recommendations.
- Ability to store key documents in different formats i.e. Emails, PDF, Microsoft documents.

#### **15.4.3 COULD HAVE**

**15.4.3.1.** For each audit recommendation we could have the ability to:

- Demonstrate and report on days till action is overdue notifications – i.e. on calendar.
- Ability to update multiple recommendations in a report without going back to the front page of the system.
- Ability to update linked recommendations, i.e. if one is updated and status changed then all are updated.
- Progress box auto enter date update entered on the system.

### **Demonstration Requirements**

- Explain how report information and subsequent audit recommendations / action plans are input and updated.

### **15.5 Internal 2<sup>nd</sup> line Assurance Reviews**

UKRI's Management Assurance (MA) Team completes an annual 2<sup>nd</sup> line internal review programme. This involves internal reviews of various areas/ processes within UKRI. The MA team develops, completes, reports and monitors progress of findings.

#### **15.5.1. COULD HAVE**

**15.5.1.1.** Allow for the planning of internal reviews, including but not limited to:

- Area of review
- Reason for review
- Allocation of staff resource
- Annual planning i.e. via Gantt chart

**15.5.1.2.** Have configurable fields to allow input of information during the review process i.e. finding in fieldwork, suggested improvements/ recommendations.

**15.5.1.3.** Generate reporting of key documentation i.e. a commissioning document, draft/final reports, agreed action plans.

**15.5.1.4.** Be able to automatically be shown and treated in the same format as required within the assurance/ audit reports and actions above.

## **16. Issues Functionality**

UKRI require a flexible, intuitive and configurable solution to track issues. The system must have the functionality to manage an enterprise wide approach across a diverse portfolio of users, projects, programmes and operations.

### **16.1 Issues Minimum Data Set**

#### **16.1.1 MUST HAVE**

The following list represents the minimum data that **MUST** be available.

ISSUES:

- Unique Issue ID (auto)
- Issue title
- Issue description
- Issue manager
- Organisation (which part of the organisation does the issue sit)
- Date raised
- Review date
- Date last updated (auto)
- Date closed
- Details of the level or register in which the issue sits
- Issue status i.e. open closed proposed etc,
- Issue category / categories
- A second level category to identify themes / key stakeholders i.e. EU Exit
- Treatment response (treat, take etc)
- Issue update summary
- Issue impact score
- Root Cause

#### **16.1.2 MUST HAVE**

UKRI **must** have a system that provides the following;

**16.1.2.1.** The ability to link issues and aggregate.

**16.1.2.2.** The ability to score on an issue at different levels within the organisation using different impact tables. i.e. corporate / project.

**16.1.2.3.** The ability to capture controls and assess their effectiveness.

**16.1.2.4.** The ability to link controls to issues.

**16.1.2.5.** A means to provide a level of notifications / reminders when issues, actions etc become overdue / due for review.

**16.1.2.6.** The ability to either flag an issue for escalation or automatically escalate.

#### **16.1.3 COULD HAVE**

**16.1.3.1** The ability to notify the management assurance of new issues that may require immediate review / action.

#### **16.2 Demonstration Requirements**

- Provide an example of a completed issue entry.
- Provide a system output or outputs that show how several similar issues have been linked and or

aggregated.

## **LEVEL 3 – ALSO SEE COULD HAVES OF ALL SECTIONS**

### **17. Policy Records Management – *Only (Could Have)***

As part of a more integrated approach, UKRI requires a system that will allow us to monitor and track our policies from development to publication and review. This will assist in demonstrating that UKRI aligns its drafting, clearing and reviewing of policies in line with general best practice and UKRI's Policy of Policies.

#### **17.1 DATA SET**

- Automatic ID and version control
- Policy Title (free text)
- Policy Status (Developing, Published, Redundant, Retired)
- Policy type (Council Specific, UKRI wide)
- If specific list which area (allow for multiple)
- Policy creator team (drop down from pick list- pick list amendable by systems administrators)
- Clearance responsibility committee (drop down from pick list- pick list amendable by systems administrators)
- Trade union sign off. (Yes, No, N/A)
- Policy owner team (drop down from pick list- pick list amendable by systems administrators)
- Policy owner contact name and email (linked to active directory)
- Publication date (calendar)
- Review schedule (quarterly, biannual, annual, 2 yearly)
- Next review date (calendar)
- Equality impact assessment completed yes/no and date

#### **17.2 COULD HAVE**

**17.2.1.** View access for all UKRI staff.

**17.2.2.** Centralised read/edit all access for Operational Governance/ HR as a modular restriction.

**17.2.3.** Be able to grow with UKRI over the lifespan of the system, including the ability to record historical information showing retired/ redundant policies.

**17.2.4.** To include a link to the location of the policy within UKRI intranet or external website **OR** to have the ability to store all UKRI policies within the system and allow links to be displayed within the UKRI intranet/ UKRI website which will take you straight to the appropriate policy location.

**17.2.5.** Link to or storage of the additional supporting documents of the policy e.g. guidance notes, FAQ.

**17.2.6.** Link the policies to risks, audit actions, IGRAF areas, controls etc.

**17.2.7.** Notification of / ability to escalate if policy is deemed inefficient or ineffective on completion of a review.

**17.2.8.** Reminders to policy owner of upcoming policy updates (multiple reminders starting 3 months prior and biweekly until policy is updated). If a policy becomes overdue notification to both the policy owner and central governance mailbox.

## **6.0 Evaluation Stage**

UKRI ask that suppliers fill out the evaluation criteria spreadsheet DDaT20078 Evaluation Criteria attached in the upload documents/document Repository section in the e-sourcing portal , to allow us to evaluate all the bids fairly. Please note that the evaluation criteria requirements match the requirements listed above. UKRI also ask that as part of this, sufficient evidence is provided to prove suppliers can meet our requirements. This can be in the form of screenshots or detailed explanation. **Please do not include any links to websites within your submission, any links provided will not be incorporated within the scoring.** To aid this some sections highlight specific examples of evidence required.

We ask that the evaluation criteria is filled out accurately and truthfully, in order to avoid potential disqualification.

The received bids will then be evaluated through the following ratings.

- Cost – 20%
- Quality/Functionality – 80%

Quality/Functionality will be broken down into the following sections:

- Must Haves – 40%
- Should Haves – 20%
- Demonstrations and Sandbox – 20%

As part of our two-stage evaluation process, we will score supplier bids initially on Cost and Quality ( Must Have, Should Have) The top 5 scoring suppliers will then be invited to give a demonstration and provide a sandbox environment. Bidders that are not one of the top 5 scoring suppliers will not be considered further.

### **Demonstrations and Sandbox Stage**

The demonstration and sandbox will be evaluated by the same group of evaluation panel members. Additional users will be asked to test and provide feedback to the panel members in addition to their own testing.

The demonstrations will be the opportunity for the selected suppliers to demonstrate ease of use, ease of configuration and how specific functionality works. Details of the demonstration requirements are set out in each section. Detailed information to support the demonstrations including sample risk, audit report will be provided 10 days before the demonstration.

Demonstrations are forecasted to be held from ~~24<sup>th</sup> April 2021~~ **21<sup>st</sup> May 2021** and will run through until ~~4<sup>th</sup> May 2021~~ **4<sup>th</sup> June 2021**

### **Sandbox**

**Please note that it is a requirement to provide a sandbox environment for this project. If you are unable to provide this then the maximum score that you will be able to achieve for just the demonstration is 92 compared to 108 for both Demonstration and sandbox.**

UKRI requires the test system to be available for 2 weeks for the panel and additional users to test the functionality and ease of use of the system.

The Sandbox exercise is forecasted to be held from ~~5<sup>th</sup> May 2021~~ **7<sup>th</sup> June 2021** and will run through until ~~18<sup>th</sup> May 2021~~ **21<sup>st</sup> June 2021**.

Sandbox exercise will be for up to 2 hours. These will be attended by the evaluation panel and additional users.

The core panel will then score the demonstration and sandbox on the following 4 criteria:

1. Ease of use for basic users.
2. Ease of configuration for the system administrators.
3. Ease of use while entering and auditing risk information.
4. Ease of use while tailoring reports.

The contract duration shall be for a period of 5 years from commencement of the contract. The budget for this requirement is a maximum of £430,000.00 excluding VAT

### **Terms and Conditions**

In order to ensure that the Terms and Conditions that the Contracting Authority is utilising for this requirement are fit for purpose, as part of the pre – market engagement activity we have issued them to the market for review. The Contracting Authority has taken into consideration the feedback provided by the market and amended the Contract Terms accordingly. Therefore, we consider these Terms as being fit for purpose and acceptable to the market. As such, no further amendments to the Terms will be accepted unless the bidder is unable to accept the Contract Terms due to **legal requirements or statutory regulations ONLY**.

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of **statutory and legal matters only**, shall be raised as a formal clarification during the permitted clarification period. Any requests for modifications to the Terms and Conditions received outside of the clarification period or at the tender submission stage will be rejected. In the instance where a request for modifications to the Terms and Conditions has been received outside of the clarification period the bidders will be asked to confirm their acceptance of the terms in order for their bid to be consider further.

## 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	SEL5.6	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.

#### 5.4. **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.

<b>Award Pass/fail criteria</b>		
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>
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
Price	AW5.1	Firm and fixed price
Commercial	AW5.4	E Invoice
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

#### Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20%
Quality	Evaluation Matrix	Must Have Requirements	40%
Quality	Evaluation Matrix	Should Have Requirements	20%
Quality	Evaluation Matrix	Demonstrations and Sandbox	20%

## Award Evaluation of criteria

### Non-Price elements

Each question will be evaluated on a score from 0 – 4 based on the guidance below for the Level 1 and Level 2 requirements.

**4 = fully satisfactory, very good response , fully compliant with the requirements.**

Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability. Low/No risk solution for the Contracting Authority.

**3 = satisfactory and acceptable response, substantial compliance with no major concerns.**

Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to

support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability Medium, acceptable risk solution to the Contracting Authority.

**2= partially acceptable response, one or more areas of major weakness.**

Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Bidder will be able to provide the services and/or some reservations as to the Bidder's solution in respect of relevant ability. May represent a high-risk solution for the Contracting Authority.

**1 = unsatisfactory response, potential for some compliance but very major areas of weakness.**

Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Bidder will be able to provide the services and/or considerable reservations as to the Bidder's proposals in respect of relevant ability. Would represent a very high-risk solution for the Contracting Authority.

**0 = no response or complete non-compliance.**

No response at all or insufficient information provided in the response such that the solution is totally unsuitable, the requirements not fulfilled by the system.

**Please see below the guidance on how the demonstration and sandbox stage will be scored:-**

**4 = fully satisfactory, fully compliant with the requirements of this question.**

Submission sets out a solution that is extremely easy to use and meets the requirements of this question. Fully satisfied with all areas of the solution and full confidence as to the usability of the system. Very easy to navigate. Low/No risk solution for the contracting authority.

**3 = satisfactory and acceptable, substantial compliance with no major concerns.**

Submission sets out a solution that largely meets requirements of this question showing minor reservations or weakness in a few areas of the solution in respect of ease of use. The submission provides a solution that is mostly easy to use with navigation in some areas not as straight-forward as anticipated.

**2= partially acceptable, one or more areas of major weakness.**

Weak submission which does not set out a solution that fully addresses and meets the requirements of this question; demonstration of system may be basic/minimal with key requirements missing. The solution is difficult to navigate around and users find key areas difficult to find. May represent a high-risk solution for the Contracting Authority.

**1 = unsatisfactory, very major areas of weakness.**

**Substantially unacceptable submission which fails in several significant areas to meet the requirements of this question. Key users for the system find navigation extremely difficult. No confidence as to the usability of the system. High risk solution for the Contracting Authority**

**0 = no response or complete non-compliance.**

**No response or the solution is extremely difficult to navigate therefore completely unacceptable for the Contracting Authority from the ease of use perspective.**

All questions will be scored based on the above mechanism. The method in which your score will be determined is by adding your total score for the separate must have and should have sections and dividing this by the total possible score for each section (number of questions multiplied by 4) and then multiplying this by the weighting given to the must have and should have section.

The same principle applies to the evaluation of the “Demonstrations and Sandbox” section.

Maximum score available for Level 1 & 2 Must Haves – 496

Maximum score available for Level 1 & 2 Should Haves – ~~424~~ **156**

Maximum score available for Demonstrations and Sandbox – 108

#### **Example**

Your total score for Level 1 & 2 Must Haves – 320

Total Possible Score for Level 1&2 Must Haves – 496

$320/496 * 40 (\%) = 25.81\%$

**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:  $\text{Score/Total Points multiplied by 50 } (80/100 \times 50 = 40)$

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

## **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 Selection criteria.</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.uksbs.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 Risk and Assurance Management System. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a supplies Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies 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 supplies and services (including those similar to the supplies covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The supplies 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 supplies 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 supplies for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

## **7.3. Confidentiality**

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
  - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure

- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

- 7.3.6. The Government 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 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 day. 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 supplies 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 14 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.

## 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 OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procuremetn is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competiton
“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
“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
“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.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“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
“Supplier”	means the organisation awarded the Contract
“Supplies / Services /	means any supplies/services and supplies or works set out at

<b>Works”</b>	within <a href="#">Section 4 Specification</a>
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