



Invitation to Tender (ITT)

REF: NFCC00001

StayWise Campaign



Section 1 - Introduction & Background

This document includes all of the information necessary to enable Tenderers to participate in the procurement process to fulfil these requirements.

Background

The National Fire Chiefs Council's (NFCC) vision is to be the leading professional voice of fire and rescue services across the UK, using our national role, influence, and expertise to support collaboration and drive improvement in fire and rescue services to help keep communities safe.

Every fire and rescue service (FRS) in the UK is a member of the NFCC, and we work with members and other partners to deliver products, guidance and tools to support services improve and better meet the needs of the communities they serve.

https://www.nationalfirechiefs.org.uk/About

StayWise brings together the educational resources of the emergency services and key safety-focused organisations to support teachers and community safety practitioners in delivering essential safety messages.

It facilitates a more effective, consistent and curriculum-linked way of imparting vital life skills to today's young people and preparing a safety-conscious environment for the generations of tomorrow enhancing the health and safety of everyone within our communities.

https://www.staywise.co.uk

Introduction

The NFCC and StayWise is looking for a supplier to assist in further developing the national library of prevention resources for English Fire and Rescue Services (FRSs) through market research with the intended audience and subsequent design and build of the user interface for a young person's area on the platform.

We believe that creating an age-appropriate area, accessed through the public resources section of the platform, will increase engagement with safety education messaging by a key target audience, young people aged 11 - 16.

The StayWise Library contains key safety education for this demographic traditionally delivered by community safety practitioners and educators in formal settings. The development of a targeted area for young people will leverage an additional opportunity for engagement with age-appropriate safety education activities outside of a formal education setting.

English FRSs provide prevention education for Fire, Water and Road Safety. Safety education is particularly pertinent when considering the amount of avoidable injury and death for this age range:

Fire - over 350 children are injured and 7 are killed in accidental fires in the home in England



every year 1

Water – there were 24 fatalities of persons under the age of 19 in 2023 ² Road – in 2023 4% of fatalities and 10% of casualties were aged 16 years old and under ³

Centrally housing resources adds efficiency to the process of prevention education for FRSs by removing the need for an individual FRS to create their own resources. This promotes consistent accurate messaging created and curated by national subject matter experts to facilitate a broader reach and wider application of learning for children and young people.

It is the responsibility of the Supplier to obtain for itself, at its own expense, all information necessary for the preparation of its Tender. The proposals should address how the Supplier would manage each element of the requirement and the proposed pricing models submitted should clearly explain how each would be priced.

Structure & Content of this Invitation to Tender (ITT)

The table below summarises the documents included within the procurement documentation set, together with an overview of the actions Tenderers are required to take when responding to the ITT. Tenderers are advised to read this document and each subsequent section carefully to ensure that they fully comply with the instructions associated with each section and submit a compliant Tender.

Section	Action Required - Overview
Section 1 – Background & Introduction	For information on the structure & scope of the ITT and background on the Charity and its key policies which suppliers are expected to comply with.
Section 2 – Instructions to Tenderers	For information on how Tenderers must respond to the ITT.
Section 3 - Statement of Requirements	For information on the full scope of requirements which Tenderers must respond to in their Tender, and the template for completion and submission by the Tenderer as part of the Tender.
Section 4- Evaluation Methodology & Criteria	For information on how the Tender will be evaluated by the Charity, and also the Evaluation Questions for the response of Tenderers.
Section 5 – Pricing & Invoicing	For information on how the Charity requires price to be confirmed, and a template for completion and submission by the Tenderer as part of the Tender.
Section 6 – Form of Tender	For completion and submission by the Tenderer as part of the Tender.
Section 7 - Register of Interests and Managing Conflicts of Interests Declaration	For completion and submission by the Tenderer as part of the Tender.

¹ Fire safety for parents and child carers (accessible version) - GOV.UK (www.gov.uk)

² Annual reports and data | National Water Safety Forum

³ Reported road casualties Great Britain, provisional results: 2023 - GOV.UK (www.gov.uk)



Section 8 – Insurance Statement	For information on the minimum levels of insurance required for this contract and completion & submission by the Tenderer as part of the Tender.
Section 9 – Equalities and Diversity Statement	For completion and submission by the Tenderer as part of the Tender.
Section 10 – Company Information	For completion and submission by the Tenderer as part of the Tender.
Section 11 – Financial Information	For completion and submission as part of the Tender
Section 12 – Confidential & Commercially Sensitive Information	For completion and submission by the Tenderer as part of the Tender.

Our Corporate Policies & Recognition in Tenders

The Charity is committed to observing its obligations and ethical stance (whether founded in legislation or best practice) across a range of subject areas. Those which have an implication on the procurement process are set out below. Tenderers are required to conform with the following requirements.

Equalities Statement

The Charity is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, sex, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Charity expects its suppliers and other people who deliver its goods, services or works to comply with its Equality Policy and share this vision and these values. All organisations that want to provide goods, works and/or services to the Charity must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

Environment Statement

The Charity is committed to reducing its impact on the Environment and the Charity expects its suppliers and other people who deliver goods, services or works to it to comply with all current legislation relating to Environmental matters.

Ethical Code of Conduct

As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

During the Contract term all parties agree to retain relative information as confidential unless a need to release is confirmed by a request for information through the Freedom of Information Act 2000.



At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

- Sharing of information specific to the Contract with those not a party to the contract
- Demonstrating a disregard for Contract prices and users
- Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
- The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

Modern Slavery

The Charity is committed to ensuring that there is no modern slavery or human trafficking within our supply chains or in any part of our organisation. We shall remain committed to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure that slavery and human trafficking is not taking place anywhere in the Charity or our supply chains. As part of our or procurement process we ensure that potential suppliers share this same commitment and can provide evidence.

The Charity will treat any breach of our Anti-slavery and Human Trafficking stance very seriously. We are regularly reviewing and updating relevant policies and have processes in place to monitor and maintain our policies at regular intervals.

Bribery, Corruption and Collusion

The Charity and its suppliers are bound by the Bribery Act 2010.

Members of the public expect the highest standards of conduct and integrity from employees of a public service. The Charity therefore requires that suppliers and staff conduct themselves in a manner reflective of the Charity 's core values.

If any employee, director or owner of any Tenderer or incumbent supplier has been previously or is later convicted for the offence of bribery, where the offence relates to active corruption bribery within the meaning of section 1 or 6 of the Bribery Act 2010 then the Charity will immediately cancel any current contract or purchase order without cost or obligation to the Charity.

Freedom of Information and Transparency

Freedom of Information Act (FOIA) 2000

The Charity is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information



concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked 'confidential' or equivalent by the Charity should not be taken to mean that the Charity accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Charity 's decision on these issues shall be final and that the Charity shall incur no liability to any Tenderer by reason of having disclosed any information which the Charity reasonably concludes was required to be disclosed in accordance with the FOIA.

Section 2 Instructions to Tenderers

Tender Documents

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this Tender process. Copyright of all Tender documents, including any amendments or further instructions, shall remain with the Charity.

The Tender documents must be submitted electronically via email to:

procurement@nfcc.org.uk

During this Tender process, all communication (including contact and questions in connection with this Tender) must be submitted via email to the email address:

procurement@nfcc.org.uk

All correspondence shall clearly state the Tender reference number: tbc

Tenderers should note that final submissions must be submitted via email by the deadline to the correct address. Failure to follow this path may result in the Tender submission being disregarded.

Preparation of Tender

The information contained within this document should be regarded as a statement of the current requirement as far as the Charity is able to determine at this time. Tenderers must carefully examine and consider the Tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood **all** Tender documents.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. The Charity will not accept marketing



materials, or web links as a response to questions or a response which points the evaluator to another part of the document, all questions should be answered within the relevant response boxes provided. Evaluators will not cross-reference responses and will only evaluate the information provided directly in response to each question. Answers must remain within stated word or page limits. Advertising, other promotional or generic materials must not be provided and will not be evaluated.

If any points in the Tender documents are unclear, Tenderers may seek clarification by contacting the NFCC using the email address procurement@nfcc.org.uk

Unless agreed in writing by a duly authorised member of the Charity's Procurement & Commercial Team, no amendment or modification can be made by Tenderers to the Tender Documentation.

Submission of Tender

Tenderers must sign and date the Form of Tender provided without qualification and return it together with their Tender submission to confirm that all Terms, Conditions and clarifications specified by the Charity during the Tender period have been understood and accepted. Failure to submit a signed Form of Tender document may result in the rejection of the Tender submission.

All documents requiring a signature must be signed:

- where the Tenderer is an individual by that individual;
- where the Tenderer is a partnership, by at least two duly authorised Partners:
- where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.

Tender responses must be submitted electronically via email no later than <u>Friday 17th September 2024 12pm (Midday)</u>

Tenderers are required to submit one copy of their bid in *Microsoft*® Word format. All pricing must be submitted using *Microsoft*® Excel format when appropriate. The Charity accepts that some appendices may not be available in a Microsoft® Word format. In such circumstances PDF format only will be accepted.

NB: To ensure on-time submissions, Tenderers are strongly advised to email their responses at least 24 hours prior to the deadline to avoid possible disappointment.

Late Tenders

Any Tenders submitted after Friday 17th September 2024 12pm (Midday) will not be accepted.

Clarifications during the Tender Process

During the Tender process, Tenderers and/or the Charity may find it necessary to request



and/or issue Tender clarifications. The NFCC shall endeavour to address these requests within five (5) working days from the request. The Charity *cannot* accept, at the point of submission, any Tender change requests, as this would be deemed a counteroffer and therefore the Tender will be rejected and not evaluated.

Page / Word Limits

Tenders must not exceed the word limits of 1000 words per question. Any material supplied in excess of the stated page or word limits (including any generic corporate or promotional materials or other material not directly responding to the information requested in the Tender, in the format requested) will not be read or evaluated.

Tender Validity

Your Tender should remain open for acceptance for a period of 180 days. Any Tender submitted showing a shorter validity period may be rejected.

Conditional Tenders

Any Tenderer submitting a Tender that contains a condition that is deemed as unacceptable by the Charity shall be given the opportunity to withdraw the condition without any other amendment to the Tender. If the Tenderer fails to remove the condition upon which its Tender relies then the Charity reserves the right to reject the Tender.

Tie Break

In the event of a tie (where two or more top-scoring Tenderers have the same total weighted score, i.e., the aggregate score including both quality and price), the Charity will award the Contract to the Tenderer offering the lowest price.

Abnormally Low Tenders

If a Tenderer submits a bid that the Charity considers is abnormally low in price, the Charity may require the Tenderer (but is not obliged to do so) to provide an explanation with evidence as to why the price is so low. If the Charity considers that the evidence or explanation supplied does not satisfactorily account for the price proposed, the Charity may reject the Tender (but shall not be obliged to do so).

Evaluation Process - Pass/Fail Criteria

In the event that <u>no</u> Tenderer passes the Pass/Fail criteria outlined in Section 4, the Charity reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Charity may seek further clarification regarding the minimum standards which can be met. In such circumstances, all Tenderers will be treated equally.

Contract Award and Termination

The Charity, at its sole discretion, reserves the right to withdraw all or any part of this Invitation to Tender at any time during the procurement exercise or to not Award a Contract at all without liability. In all circumstances, the Charity reserves the right to terminate a contract in



accordance with the Terms & Conditions of Contract.

Procurement Timetable

Set out below is the proposed procurement timetable:

Key Actions	Key Dates
ITT Issue Date*	20 th August 2024
Tender Return Date*	17 th September 2024
NFCC Evaluation and Q&A Period	23 rd – 27 th September 2024
Supplier Presentations	30 th September – 4 th October
Contract Award Notification	14 th October 2024
Contract Start Date	ASAP
Contract End Date	31 st March 2025

With the exception of the dates marked with a * (in the table above), these dates are provided for information purposes only. The Charity does not guarantee to complete each phase by the date stated above.

Charity Not Bound

The Charity does not bind itself to accept any Tender in whole or in part.

Right to Disqualify and Exclude

The Charity makes no commitment to accept any of the Tenders or any subsequent document issued in connection with this Procurement or enter into a contract with regard to the Goods, Works and/or Services.

The Charity may disqualify a Tender from this Procurement if a Tenderer fails to provide to the Charity:

- The information requested, in the form requested.
- A full and satisfactory response to any question.
- Documentation referred to in a Tender.
- A response or respond to the Charity 's query(ies), within any specified timescales.
- A compliant Tender.

The Charity may exclude a Tenderer from any participation in this Procurement at any stage, if:

- The Tenderer fails to comply fully with the requirements of this Procurement.
- It becomes aware that the Tenderer has breached these terms of participation.



• It becomes aware of a wilful omission or misrepresentation in a Tender. In such events, the Charity reserves the right to recoup fair and reasonable costs from a Tenderer.

The Charity may exclude a Tenderer from participation in this Procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

The Charity 's rights above are without prejudice to any other rights or remedies that the Charity may have in connection with a breach of these terms of participation. To the extent permitted by law, Tenderers will have no claim against the Charity arising out of the Charity 's exercise, or failure to exercise, these rights.

Tenderer's Costs

Under no circumstances shall the Charity accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender.

Under no circumstances shall the Charity incur any liability or costs in respect of this ITT in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this ITT to be ineffective and is subsequently set aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally, it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

- The Charity reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive Tendering process or to terminate or suspend the process at any time at its absolute discretion.
- All other existing terms and conditions will remain in effect until notice is received of any revised Contract.

Charity not Bound

Any discussions or correspondence between the Charity and Tenderers shall be conducted without any obligation whatsoever by the Charity to enter into or become bound by any Contract.

The Charity will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties.

Canvassing

Direct or indirect canvassing of any officer, Member or agent of the Charity by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.



Confidentiality & Publicity Statement

The contents of this ITT and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Charity and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Charity and this includes the format and content of any publicity.

Contract Award

It is anticipated that the Charity will award a Contract to one supplier.

Section 3 Statement of Requirements

The full detailed specification can be found in Appendix A- SPECIFICATION ("The Specification").

3.1 Technical & Delivery Evaluation

Tenderers are required to confirm, in detail, how they will meet each of the Charity 's technical and delivery requirements (within the stated page or word limits). Tenderers must complete a separate table (in the format below) to respond to each of the questions. Tenderers must complete the "Tenderers Response" box below each requirement.

Tenderers must not cross refer between responses – the Charity will only evaluate the content of each individual response.

Each Response must relate to a single evaluation question.

TECHNICAL EVALUATION

Q1- Case study

Tenderer to provide an example, supported with evidence of previous relevant experience successfully delivering a similar project or services within an organisation of comparable complexity. Please refer to Annex A – Specification.

The example should clearly demonstrate where and how the tenderer delivered similar services in the past (ideally within a charity or public sector organization).

Tenderer's Response (1000 words):



1		

Q2: Qualifications and experience

Tenderers must ensure sufficiently trained personnel are provided to deliver the specified project / service deliverables. Tenderers should provide details of the professional individual(s) delivering the services, this must include CV's detailing professional qualifications and previous experience. Including, but not limited to:

- Previous experience of successfully delivering similar projects
- Proof of 2-5 years of experience
- Experience of working with senior stakeholders
- Experience of developing similar outputs for other complex organisations

Tenderer's Response (1000 words):	

DELIVERY EVALUATION

Q3: Chosen delivery methodology Tenderer must outline proposed approach to deliver the project detailing the choice of methodology and justification of choice of methodology of project delivery. Tenderer's Response (1000 words):

Q4: Schedule of works

Tenderer must provide a Schedule of work detailing how they will approach and deliver the requirement. The schedule must include all tasks within each of the below stages identifying any timeline amendments that might be required and how these would look.



The schedule must include details of each milestone including and not limited to date, and requirements for said milestone.

The schedule of work should also clearly identify the roles and responsibilities timeline of involvement of each team member, along with a clear identification the roles and responsibilities of both the Supplier and the Charity throughout the project.
Tenderer's Response (1000 words):
Q5: Stakeholder Engagement
The Tenderer will be required to work with staff and key stakeholders during the project. Please detail your proposed methods for engaging with each of these stakeholder groups and how you propose to keep them informed of the progress being made during the project and the frequency of these updates.
Tenderer's Response (1000 words):

If Tenderers plan to use sub-contractors to deliver the requirements the following template must be completed and returned with the Tender.

Sub-Contractor Name	Role / Area of expertise	Qualifications / experience	Approximate % of contractual obligations assigned
Tenderer to complete & add further lines as required			

Section 4 Evaluation Methodology & Criteria

The following details describe how the Charity will assess all Tenderers and Tender submissions in relation to this requirement.

All Tenders received will be considered only on the information contained in the Tender or obtained by the Charity as a direct result of the Tender process. Each response will be evaluated individually, and no consideration will be given to information included in other responses. Tenderers should not cross-reference to information provided in other responses.



Submissions will be assessed on the basis of the most economically advantageous Tender (MEAT).

The evaluation methodology and criteria are set out below.

Evaluation will be divided into three stages:

- Stage One Evaluation of Pass/Fail questions
- Stage Two Evaluation of Technical response (minimum score)
- Stage Three Evaluation of the full Tender response

Pass / Fail Evaluation Questions

Before the full Tender is evaluated, the Charity will evaluate the Tenderers response to the Pass/Fail questions. Tenderers must be judged to have passed all of the Pass/Fail criteria. These questions will carry no evaluation score. However, if a **FAIL** is allocated to any single response then the Charity may reject the Tender (and in such circumstances no further evaluation will be undertaken).

Tenderers must complete the "Tenderers Response" column in the table below and return this template to the Charity as part of their Tender. The Pass / Fail questions for this requirement are as follows.

Question Number	Pass / Fail Questions	Tenderers Response (Please respond either Yes or No)
	Insurance Do you hereby confirm that your organisation either already has or, if successful undertake to have (before contract commencement), the required minimum levels of insurance at no additional cost to the Charity? If "No", then the Tender will not be taken forward for the rest of the evaluation.	
	Form of Tender Has the Tenderer completed & returned the signed Form of Tender? If "No", then the Tender will not be taken forward for the rest of the evaluation. In doing so the Tenderer accepts all aspects of the Contract as stated or subsequently agreed amendments including the terms and conditions and requirements of the Contract.	



Equalities & Diversity Statement Have you completed & returned the Statement of Equalities and Diversity? If Tenderer has answered "No" to any of the Equalities & Diversity questions, or if the Tenderer has answered "Yes" to any of the questions and not provided adequate explanation, then the Tender may not be taken forward for the rest of the evaluation (at the discretion of the Charity).	
Register of Interests and Managing Conflicts of Interest Declaration Have you completed & returned the Declaration?	

Minimum Technical Requirement Evaluation Questions

Stage two will involve the technical evaluation and has a minimum threshold score. The technical scores awarded in stage two will form part of the overall assessment; for example, a bidder who scored 100 for technical, 50 for delivery and 300 for price would achieve a total score of 450.

Evaluation Weightings

The Charity 's evaluation of Tenders will consider quality and price. The weighting of available marks will be as follows:

TOTAL WEIGHTING = 100%		
Criterion	Weighting	
Technical	45%	
Delivery	45%	
Price	10%	

Scored Evaluation Questions – Technical (with minimum threshold score)

Question Number	Evaluation Question	Response word Limit	Evaluation Weighting
Q1	Case Study	1000 words	25
Q2	Qualifications and experience	1000 words	20



Scored Evaluation Questions - Delivery

Question Number	Evaluation Question	Response word Limit	Evaluation Weighting
Q3	Delivery Methodology	1000 words	20
Q4	Programme of work	1000 words	15
Q5	Stakeholder Engagement	1000 words	10

Responses to weighted quality evaluation questions will be evaluated and scored based on the marking scheme set out in Appendix B - Evaluation criteria. The available scores in the spreadsheet are referred to as "raw" scores.

Calculating the Weighted Scores for the Technical & Delivery Criteria

Raw scores awarded to each applicable response will be converted into a weighted score according to the stated individual weightings for each applicable evaluation question. Weighted scores will be calculated using the following formula.

The specific evaluation question weighting will be divided by the maximum raw score available and is then multiplied by the raw score awarded:

Evaluation question weighting	
	X Raw score awarded = Weighted Score
Maximum raw score available	

Calculating the Overall Score for Technical & Delivery Criteria

The weighted scores for each applicable response will be converted into an overall score for the Technical & Delivery Criteria. The overall Technical & Delivery score will be calculated by adding together all of the individual weighted scores.

Scored Evaluation Questions - Price

Calculating the Weighted Scores for the Price Criteria

Responses to weighted price evaluation questions will be evaluated and scored on the basis that lowest price is optimal. Weighted scores will be calculated using the following formula.



The lowest proposed price (bid by any Tenderer) will be divided by the Tenderer's proposed price and then multiplied by the evaluation question weighting.

Lowest proposed price	
	X Evaluation question weighting = Weighted score
Tenderer's proposed price	

Calculating the Overall Score for Price

The weighted scores for each applicable response will be converted into an overall score for the price criteria. The overall price score will be calculated by adding together all of the individual weighted price scores.

Calculating the Overall Tender Score

Providing Tenders have passed all Yes/No (Pass/Fail) evaluation questions, Tenders will be assessed on the basis of the Most Economically Advantageous Tender (MEAT). This will be determined by adding the quality and price overall scores together. The MEAT will be the Tender which achieves the highest overall score.

Section 5 Pricing & Invoicing

Price

The supplier must submit their pricing in an Excel document and must not be submitted as an embedded document but rather a separate attachment.

Any prices not disclosed within the pricing information in the Tender will not be considered or applied to the contract retrospectively (except where the contract allows for a price uplift and any such uplift is agreed by the Charity).

Prices must be submitted in pounds sterling exclusive of VAT.

The pricing will remain fixed for the duration of the contract. Variations to price shall only be applicable with the written approval of the Charity. Unless otherwise provided for in legislation (e.g. changes to the VAT rate or national minimum wage), the Contract or associated Terms & Conditions, the Charity does not guarantee that a proposal from a Supplier for price variations will be accepted. Independent benchmarking data and/or market trend information may also be sought and considered when reviewing a proposal for price variation.

Tenderers are required to identify any pricing for risk included within their Tender. The Charity reserves the right to clarify the position with Tenderers regarding the inclusion of risk premiums so that any such costs are fully understood and transparent, and that there is an opportunity for such costs to be reduced or eliminated based on a shared understanding between the Tenderer and the Charity.

N.B. the Charity's payment terms are thirty (30) days as standard.



Section 6 Form of Tender

Tender Reference:

I/We the undersigned offer to supply the following goods/services/works relating to the provision of consultancy training as detailed in this Invitation to Tender document to the National Fire Chiefs Council Limited on the terms and conditions stated in the following embedded document:



I/We understand that only minor changes to the Terms & Conditions may be considered. I/We have/have not*[delete as appropriate] requested minor changes to the Terms & Conditions and understand that the Charity is not bound to accept any such changes to the Terms & Conditions.

I/We understand that the Charity is not bound to accept in whole or in part the lowest or indeed any Tender it may receive.

I/We certify that I/we have not fixed or adjusted the amount of the Tender with any agreement or arrangement with any other person, nor entered into any agreement or arrangement with any person that he shall refrain from Tendering, nor have I/we paid, given or offered to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any other person relating to this Tender

Date:	
Signature:	
Name:	
Position:	
Name of Tende	ering Organisation and Registration Number if applicable:
Registered Address:	



Telephone:	
E-Mail Address:	
	agreement to make minor changes to the Terms es must be appended to this declaration in the
Section 7 Register of Interests & Declaration	Managing Conflicts of Interest
	by an authorised signatory, in his / her own name and either option 1 or option 2 must be selected
the risk of a perception of a conflict of interest the matter is capable of being remedied. He discretion) to exclude a Tenderer from furt	y the Charity to present a conflict of interest (o est), the Charity will seek to understand whethe owever, the Charity reserves the right (at its sole ther participation in this Procurement where the conflict of interest (actual or perceived) is no
Tenderer Company Name:	
Name of authorised representative:	
Position: E-mail:	
Tel:	Date:

Please identify any relevant interests that your organisation and (if applicable to this Tender) Sub-Contractors, or any person employed or engaged by, or otherwise connected to the Tenderer and/or its Sub-Contractors, which may present a conflict of interest.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment



or engagement by the Charity (although Tenderers are requested to disclose such relationships for information purposes only).

Option 1:

"There are no relevant interests that the Charity should consider that prevent full and unprejudiced participation in any procurement process and delivery of the Contract or may present ethical and reputational risk to the Charity.

The Charity will be informed as soon as is practicable should circumstances change in any way that effects this declaration."

Signature	
Title	
On behalf of	Date

Option 2:

The following interests are for the Charity to consider as to whether they constitute a conflict of interest that may prevent my full and unprejudiced participation in this procurement process and delivery of the Contract or may present ethical and reputational risk to the Charity. A list of relevant interests is set out below:

[Tenderer to insert details here]		

The Charity will be informed as soon as is practicable, should circumstances change in any way that effects this declaration.

Signature	
Title	
On behalf of	Date

Section 8 Insurance Statement



Tenderers are required to confirm that they hold the following insurance and minimum levels of cover (and if successful will maintain cover for the duration of the Agreement):

- Employer's £5 million for each and every claim
- Public Liability £10 million for each and every claim
- Professional Indemnity £1 million for each and every claim

In the event that the required insurance and minimum levels of cover are not held by the Tenderer at the time the Tender is submitted to the Charity, the Tenderer is required to provide a declaration that the necessary insurance (at the minimum levels described above) will be in place before the contract commences. The Charity requires proof of insurance prior to a contract being awarded.

Tenderers are required to confirm that, if successful, they will provide the Charity with copies of the required insurance certificates and policies (on each policy renewal anniversary) for the duration of the contract.

Tenderers are required to complete & submit the declaration (below) with their Tender.

TENDERERS INSURANCE DECLARATION		
Tenderer Company Name:		
Name of authorised representative:		
Position:	E-mail:	
Tel:	Date:	

Required insurance policies and minimum levels of cover:

- Employer's £5 million for each and every claim
- Public Liability £10 million for each and every claim
- Professional Indemnity £1 million for each and every claim

[Tenderer to delete one of the following statements as applicable]

I hereby confirm that we hold the required insurance policies (identified above) and that the required insurance policies and minimum levels of cover will be maintained for the duration of the contract. I also confirm that we will provide proof (on each policy renewal anniversary) that the required insurance policies and minimum levels of cover are being maintained for the full duration of the contract. Copies of our insurance policies are attached with this declaration.



Or

I hereby confirm that we <u>do not</u> currently hold the required insurance policies (identified above). However, if we are successful in this competition we hereby undertake to put in place the required insurance policies and minimum levels of cover prior to contract commencement. I also confirm that we will provide copies of our insurance policies prior to contract award (and on each policy renewal anniversary thereafter) and that the required insurance policies and minimum levels of cover will be maintained for the full duration of the contract.

Signature:		
Title:		
On behalf of:	Date:	

Section 9 Equalities and Diversity Statement

Tenderers must complete the "Tenderers Response" column in the template (below) and return the template to the Charity as part of their Tender.

The following question and answers (and the description in the Equalities and Diversity Statement of how Tenderers responses will be evaluated) seek to help inform Tenderers how this policy will be applied to the procurement.

Organisations providing goods, works or services to, or on behalf of, the Charity must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics. Failure to comply with this policy could make the Charity, and in some cases, individuals, liable to action and prevent organisations from being allowed to Tender.

Tenderers do not necessarily have to demonstrate they have a written policies relating to these matters. Whilst the Charity would normally prefer to see a written policy, it will consider other evidence or representations of what the Tenderer is doing to meet the equality commitment and other obligations.

Questions for Tenderers

The Charity takes a proactive approach to its obligations arising from Equal Opportunities legislation, including the Equality Act 2010.

The Charity therefore considers it essential that all organisations wishing to provide goods or services are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all in accordance with the above legislation or where your company is resident in a jurisdiction other than the UK, the equivalent legislation in that jurisdiction.



Tenderers are required to complete the "Tenderer's Response" column of the template below, (and return the completed template to the Charity as part of their Tender)

D. 1.11		
Description	Requirement/ Scoring Mechanism	Tenderer's
Doog your organisation	Answer "Yes" or "No" in column on the right. If yes,	Response
Does your organisation have a written equal	please provide a copy.	
opportunities policy	please provide a copy.	
aimed at avoiding	Yes = Pass, where the Tenderer provides a copy of a	
discrimination?	satisfactory written policy.	
	No = the Charity will consider a statement setting out how	
	the Tenderer avoids discrimination. If (in the judgement of	
	the Charity) appropriate and sufficient action is	
	demonstrated the Tenderer will pass. Where the Charity	
	is not convinced that sufficient or appropriate action is	
	undertaken by the Tenderer (or that sufficient appropriate	
	action is unlikely to be demonstrated in the future), the	
	Charity may Fail the Tender (and in such circumstances	
	the Tender may not be further considered and may be	
	excluded from the process).	
s it your policy as an	Answer "Yes" or "No" in column on the right.	
employer to comply with		
your statutory obligations	If you answer Yes, please provide a copy of your relevant	
under the current	policy (if written) or describe the actions that your	
egislation relating to	organisation takes to comply with its statutory obligations.	
Equal Opportunities and is it your practice not to	Voc - Pass, whore the Tanderer provides a copy of a	
reat one group less	Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy or otherwise assures the	
avourably than others	Charity via a written statement. If the Tenderer is unable	
because they are in a	to provide full assurance the Charity reserves the right to	
group with protected	consider the response to be a "Fail". In such	
characteristics, including	circumstances the Tender may not be further considered	
but not limited to their	and may be excluded from the process, at the Charity 's	
colour, race, nationality,	discretion.	
ethnic origin, sex,		
disability, sexual	No = Fail	
orientation, religion, belief		
or age in relation to		
decisions to recruit, train		
or promote employees?		
n the last three years, has	Answer "Yes" or "No" in column on the right. If "Yes"	
any finding of	please provide details and the action taken to prevent	
discrimination been made	recurrence.	
against your organisation	Doos - "No" or "Voo" with opticiostom, suidenes of stars	
by any court or	Pass = "No", or "Yes" with satisfactory evidence of steps	
employment tribunal (in	taken to avoid repetition of the same or similar offence(s);	
any jurisdiction)?	or "Yes", with little or no evidence of steps taken to avoid	
	repetition of the same or similar offence(s) but The	
	Charity does not consider the offence justifies elimination from this procurement exercise; or	
	Fail = "Yes" with little or no evidence of steps taken to	
	avoid repetition of the same or similar offences and The	
	Charity considers that the offence(s) justifies elimination	
	from this procurement exercise	



In the last three years has your company been the subject of a formal investigation or judicial proceedings by the Equality and Human Rights Commission (or such equivalent body in the jurisdiction in which you are incorporated or resident) on grounds of alleged unlawful discrimination? If "Yes" please provide details.	Pass = "No" or "Yes" but The Charity does not consider it appropriate to eliminate the organisation from this procurement exercise on the basis of the evidence presented; or Fail = "Yes" and The Charity considers it justifiable to eliminate the organisation from this procurement exercise on the basis of the evidence presented.	
Organisations providing goods, works or services to, or on behalf of, the Charity must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics.		
Information on the Equality Act and Specifically the Public Sector Equality Duty can be found here. http://www.c2e.co.uk/downloads/Suppliers%20Guide%201_6%20DK%20Print%20C2E%20Jan%20201_2.pdf		
Does your organisation have a policy aimed at avoiding modern slavery in your organisation and your supply chains?	Pass = "Yes", where a satisfactory written policy is provided to the Charity, or if a policy document is not available but a satisfactory explanation is given describing the approach taken to avoid modern slavery. Fail = No policy or satisfactory statement is given and the Charity considers it justifiable to eliminate the organisation from this procurement exercise.	

Section 10 Company Information

The following questions are **mandatory** and so must be completed by ALL Tendering organisations. NB: Failure to do so may result in the Tender being excluded from the process.

This section is required for information purposes only and will not be scored but completion is required to ensure compliance with the Tender Instructions.



Tenderers are required to complete the following table:

Question	Response
Name of the organisation in whose name the	
Tender would be submitted:	
Company Registration number:	
Date of Registration:	
Registered Address if different from above:	
VAT registration number:	
Is your organisation one of the following?	
- A Public Limited Company	
- A limited Company	
- A partnership	
- A sole trader	
- Any other (please specify)	
Name of (ultimate) parent company (if this	
applies):	
Companies House Registration number of	
parent company (if this applies):	
If you are a member of a group does your	
parent or ultimate holding company offer to	
guarantee your contract performance as its	
subsidiary?	
Please provide details of any significant	
changes (e.g. changes in ownership) made	
to the organisation since the last financial	
year-end?	
Website address (if any):	
Contact name for enquiries about this bid:	
Contact Position (Job Title):	
Address:	
Telephone Number:	
E-mail address:	

Section 11 Financial Information

Tenderers are required to confirm a response to each of the questions set out below. At this stage Tenderers should self-declare (rather than providing the relevant evidence within Tenders).

The winning supplier (and any organisations relied upon to meet the winning supplier's selection criteria) will be required to submit evidence before a contract is awarded



Question	Response
Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes □ No □
(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes □ No □
(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes □ No □
(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes □ No □
Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes □ No □

Tenderers should note that the Charity will only request a full financial/credit check **in respect of the successful Tenderer** prior to making the contract award decision. The check will be requested from an independent source (e.g. Dun and Bradstreet). In addition, the Charity may decide to carry out its own financial analysis based on the information provided and/or seek assurances/clarifications from the potential supplier regarding financial stability.

If after assessment of financial information the finances show an unacceptable level of risk (in the opinion of the Charity), the Charity may decide not to proceed to award the award to the winning Tenderer. In such circumstances, the Charity may decide to award a contract to the next highest scoring Tenderer (or not to award a contract).

Tenderers are advised to check that the financial information held in respect of their company by Dun and Bradstreet is accurate and up to date.

New companies or non-Limited Companies with less than 3 years available figures may be asked to provide further information. The Charity reserves the right to request any other additional financial information as necessary.



Section 12 Confidential and Commercially Sensitive Information

Confidential and Commercially Sensitive Information means information that is of a confidential and/or commercially sensitive nature relating to the Tenderer, its IPR or its business or which the Tenderer has indicated to the Charity that, if disclosed by the Charity, would cause the Tenderer significant commercial disadvantage or material financial loss.

If a Tenderer considers any part of its Tender or any other information it submits to be confidential or commercially sensitive, the Tenderer should:

- Clearly identify such information as confidential or commercially sensitive.
- Explain the potential implications of disclosure of such information.
- Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.

Tenderers should identify (in a table in the format shown below) any information that they believe to be confidential or commercially sensitive and return it with their Tender.

Reference to relevant section, page and paragraph numbers in the Tender	Why does the Tenderer consider this information to be confidential and/or commercially sensitive?	What does the Tenderer consider to be the potential implications of disclosure of such information	Estimate of the period of time such information should remain confidential or commercially sensitive

If a Tenderer identifies that part of its Tender or other information it submits is confidential or commercially sensitive, the Charity will consider withholding this information from publication at its own discretion. Tenderers should note that, even where information is identified as confidential or commercially sensitive, the Charity may be required to disclose such information in accordance with the Freedom of Information Act (FoIA) or the Environmental Information Regulations (EIR).

If a Tenderer receives a request for information under the FoIA or the EIR during the Procurement process, it should be referred to the Charity immediately.



Annex A - Specification

Requirements

Market research

Establish requirements of the target age group through comprehensive market research and data analysis including:

- Page style
- User experience
- Resource preferences

Provide evidence and rationale for the proposed design of young person's area to complement the existing platform.

Advise on preferred content delivery methods (i.e. games, short form video content etc.) to facilitate young people's engagement with the new area.

Build

New website pages must be built to be compatible with the Laravel framework utilising blade, scss (bootstrap 5), java script (jquery) as per existing website infrastructure.

Must be compatible with all major browsers including on mobile devices.

Design

Young persons area must align with StayWise branding guidelines and complement the existing user interface.

Design must be accessible and universally appealing to young people.

Outcomes

- Provide a library of learning that can be trusted by educationalist and service personnel
- Reduce duplication in the creation of resources
- Reduce production costs of resources across the collaboration
- Improve the consistency of messaging
- · Save teachers time in planning
- Impart critical safety messaging through core curriculum activity
- Increase the contact time young people have with key safety messages
- Reduce avoidable deaths and injuries

The NFCC Children and Young People (CYP) Strategic Intent is 'To support all children and young people to be safe, healthy, resilient and achieve in the community'. The new user interface will reinforce a strong safety message throughout and so directly contribute to this strategic aim. The provision of high-quality age-appropriate prevention resources for use by FRSs ties into the NFCC mission, 'Supporting FRS to deliver safer communities'. The new Young Persons Area will deliver consistent safety education in a fun and engaging way.