

# **Request For Quotation (RFQ)**

**Information and instructions for potential suppliers**

**March 2022**

**Category: Social Prescribing Services**

## RFQ reference: PLUSS/CIC/SPS - 03/2022

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### Contents

This document contains several different sections detailing the services required and outlined further below. Please ensure that this document is reviewed in its entirety for completeness. If any section(s) is/are found to be missing, please contact the appropriate Pluss representative named within this document without delay. **Failure to do so may compromise the integrity of any subsequent submission, with any incomplete proposals will be deemed non-compliant. Any non-compliant proposal is subject to exclusion from the evaluation process at the sole discretion of Pluss.**

**Note:**

Any required additions and/or corrections to the original RFQ document will be communicated in writing to all recipients.

* **Overview**
* **Proposal Information**
* **Supplier performance management**
* **Submission Instructions**
* **Service level expectations**
* ***Schedule (1):* Specification**
* ***Schedule (2):* Service Level Agreement**
* ***Schedule (3*): Supplier Information submission**
* ***Schedule (4):* References**
* ***Schedule (5):* Proposal templates**
* ***Appendix (1):* Terms and Conditions**
* ***Appendix (2):* Contractor Guidance notes**
* ***Appendix (3):* Confidentiality**

### Contact details

Should you have any queries relating to this RFQ or require any further explanation, communications should be directed to the representative named below:

|  |  |
| --- | --- |
| Name | Andrew Jarvis |
| **Position** | Senior Procurement Category Manager |
| **Mobile Telephone** | 07548 096689 |
| **E-mail** | andrewj.jarvis@pluss.org.uk |

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### The Pluss Organisation C.I.C (Pluss) Overview

Pluss supports thousands of people with disabilities and other disadvantages to move into employment each year.

With a turnover of over £17 million and a proven track record spanning more than 45 years, we are recognised as one of the leading national disability employment specialists in the UK.

We deliver a range of nationally and locally procured employment programmes on behalf of the Department for Work and Pensions (DWP), European Social Fund (ESF), National Lottery Community Fund, Local Authorities and the NHS (the Funders). We are rated as ‘good’ by the Merlin Standard for quality and treatment of our subcontractors.

Our employment operations help jobseekers who need the most specialist support to find work and achieve a career. Our enterprise operations support to create direct employment opportunities in a wide range of businesses and job roles.

As the largest Social Firm in the UK, we directly employ 470 people around half of whom have a disability or long-term health condition.

### Pluss Procurement

Our vision is to ensure we achieve the best possible services at the right price to ensure we can continue to work with and deliver against our wide-ranging employment and health services programmes, that support participants in overcoming barriers, enabling progression and helping them to progress through the programme.

Further information on Pluss, including who we are and what we do can be found by visiting: <https://pluss.org.uk/>

### Proposal information

**Scope**

* This RFQ document gives both current and potential suppliers the opportunity to submit proposals for the supply of services required by The Pluss Organisation C.I.C.
* The RFQ is designed to help suppliers provide consistent and comparable proposals.
* The scope of this RFQ covers the Supply of social prescribing software and support services for our Building Better Opportunities contracts funded by the National Lottery Community Fund and European Social Fund.

**Submission**

* Supplier proposals must be returned **no later** than 5pm on Thursday 7th April 2022
* All supplier responses are to be made via e-mail in the stipulated format and application. Any deviation from this may inhibit our ability to assess your submission, any may result in disqualification from further review.
* No hard copy is to be submitted in response to this RFQ unless specifically requested by the originator of the RFQ named in the “Contact Details” section.
* By submitting a response to this RFQ suppliers/contractors accept all of the provisions of this document including service level expectations and the application of Pluss terms and conditions of purchase.

**Evaluation**

* The RFQ contains specific instructions detailing the type and format of information that is required. **Failure by a supplier to either follow the requested format or respond to all questions may inhibit our ability to evaluate your proposal and result in proposal rejection**. The RFQ is intended to permit Pluss to evaluate all sourcing options that are available and identify an option which meets our objectives of cost, quality and service optimisation. Completeness of response is vital to allow valid evaluation.
* Each proposal submitted will be evaluated impartially against the same set of criteria which may include, but not necessarily be limited to, the following:
* Purchase price competitiveness
* Service level capability
* Product quality
* Support infrastructure
* Provision of training / after-sales support
* Range / geographic coverage
* Any information relating to spend or volume is to be regarded as indicative only and is not to be interpreted or construed as any commitment or obligation regarding future business levels.
* Should the indicative values be exceeded significantly during the term of the agreement then the parties agreed that rebates may apply, therefore please provide examples of the structure of any possible rebate mechanisms that you are willing to adopt/apply
* Creativity and proactive approaches to reduce overall costs will be taken into consideration.
* Suppliers are encouraged to provide any additional information (in a concise format) that may support their proposals.
* Pluss may need to contact suppliers for clarification or additional information concerning their proposal and may request presentations both electronically and/or via site visits. **Due to the impact of the Covid-19 pandemic and regionally imposed limitations re travel, it is highly likely that any required presentations will be undertaken remotely.**

**Responsibility for proposal costs**

* Any and all costs incurred by suppliers in the development of proposal responses and their subsequent submission are entirely the sole responsibility of the proposing party and shall not be charged in any form or manner to Pluss.

**Contract duration**

* Any contracts/agreements will include a specific termination clause. Pluss reserves the right to reconsider at any time any contract/agreement that no longer matches its expectations in terms of service and/or cost profile.
* Contract duration: April 2022 – 31st March 2023

**Payment terms**

* Standard Pluss payment terms shall apply to any contract/agreement.
* Standard payment terms are 30 (thirty) days net monthly account.
* No other payment terms shall be acceptable unless agreed to in writing by a representative of Pluss.
* Any invoice received that states unauthorised or unagreed payment terms shall automatically default to Pluss standard payment terms.
* Suppliers are encouraged to respond with invoice payment proposals that minimise the number of payment transactions or reduce administrative burden for invoice payment by any alternative mechanism.

**Withdrawal of proposal**

* Suppliers may withdraw their proposal from consideration at any time prior to reaching of an agreement by notifying the nominated Pluss representative in writing.

**Right to reject**

* Pluss reserves the right to reject any or all proposals or any portion thereof and is not required to disclose the reasons for rejection.
* Neither receipt of a proposal by Pluss nor failure to reject a proposal shall impose any legal obligation(s) upon Pluss.
* Pluss is under no obligation to procure or contract for the goods or services requested in this RFQ document.

**RFQ documents**

* Pluss reserves the right to retain all proposal submissions.
* No proposals in whole or part, or any accompanying information, will be returned unless such arrangements are made in advance of receipt of the proposal by Pluss. Any and all costs incurred would be the sole responsibility of the requesting party.

**Proposal process completion**

* Discussions and/or negotiations will be based upon the initial responses to this RFQ. However, if, at the sole discretion of Pluss, these discussions are deemed unsuccessful with any or all respondents, then Pluss reserves the right to discontinue the process.
* Notwithstanding any other statement in this RFQ, Pluss is under no obligation to enter into any agreement or contract with any respondent.
* The proposal process will conclude when Pluss executes an agreement or enters into a contract with a selected supplier, **OR** when Pluss terminates the proposal process for any reason.
* Pluss is under no obligation to disclose the reason(s) for termination of the proposal process.

**Proposal validity**

* Each and every aspect of the supplier proposal must remain valid for a minimum period of 45 (forty-five) days from the closing date for receipt of proposals.

**Specification compliance**

* Suppliers are expected to ensure absolute conformity and compliance with the specification contained within **schedule one** of this RFQ.
* Any deviation from the required specification must be highlighted and a supporting statement provided explaining why there is a deviation and how compliance with Pluss’s performance expectations would be achieved.
* It will be mandatory that following the reaching of any contract/agreement, any proposed changes to the original specification as detailed within this document, encompassing aspects such as product/process/service **must only be instigated with the express and written permission of a representative of Pluss**, irrespective of whether there is any impact upon performance.
* Any supplier selected by Pluss will have responsibility for ensuring that all relevant environmental, national and international legislation, directives, approvals, bye-laws, standards, regulations and accreditations are fully adhered to and complied with under all circumstances. It is the responsibility of the supplier to ensure that any changes, amendments or updates to such aspects are fully implemented in accordance with requirements no later than the designated date by which such changes, amendments or updates come into force.

**Ordering method**

* Pluss is continually striving to purge transactional activity from the supply chain, and therefore will adopt the most effective and beneficial approach to communicating requirements to suppliers.
* The method of order placement will depend upon the type of good/service being requested.
* Options for placement of orders could include, but not necessarily be limited to, the following:
* Individual purchase order generation
* Generation of a ‘blanket order’ covering a specific time period in conjunction with a consolidated list of approved services/goods.
* Ordering method will be determined by Pluss and will be discussed with selected shortlisted suppliers.

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### Supplier performance management

**Performance monitoring**

* In order to support the levels of organisational performance demanded by Pluss, suppliers will be expected to consistently achieve specific service levels.
* Accordingly, a high level of technical competence is required of all suppliers such that effective performance-monitoring information reports can readily be provided. It should be noted that Pluss expects a professional approach from all its suppliers, and performance measurement plays a vital role in ongoing supplier evaluation.
* Performance management is a responsibility of both Pluss and its suppliers. It is expected that suppliers will participate in evaluation of appropriate performance metrics on a reciprocal basis with Pluss.
* Achievement of agreed service levels will be reviewed on a regular basis between Pluss and the Supplier. **Any deviation from agreed parameters will be linked within any contract/agreement to a schedule of financial rebates payable to Pluss in the event of adverse performance.**
* It is expected that if performance falls below an agreed standard, the selected supplier will make all necessary endeavours to address the issue(s) raised, in order to bring performance back to an acceptable level. Pluss will work with the supplier when and where appropriate to promote supplier development and performance improvement, however, consistent failure to achieve minimum acceptable standards, sustained deterioration in performance levels, or failure to address the causes of performance deficiencies will be considered as appropriate grounds for Pluss to consider termination of any/all contracts/agreements that may exist between Pluss and the supplier.
* Specific Service Level Agreements (SLA’s) and/or Key Performance Indicators (KPI’s) will be in accordance with the requirements of any contract/agreement.
* Regular reviews will be held attended by Senior Management representation of both parties in order to evaluate supplier performance against expectations and obligations.
* **In order to support the anticipated requirements of a programme of supplier performance management, it is expected that selected suppliers will ensure that a defined and empowered account management structure is installed at the outset of any contract/agreement.**

**Audit**

* Pluss reserve the right to conduct a comprehensive supplier audit as part of the supplier selection programme.
* Following the award of any contract/agreement, periodic audits of systems and procedures will form an integral element of the supplier performance management and development initiative.
* Specific improvement plans will be required to address any audit observations, and these will form part of the improvement targets to be assessed at the regular review meetings.

**Competitive pricing**

* Pluss expects suppliers to be highly competitive on the criterion of price at the outset of any business relationship, and just as importantly, on an ongoing basis. Quality and customer service levels must remain of paramount importance and must not be sacrificed or compromised in order to achieve competitive pricing.
* Pluss reserve the right to ‘market-test’ pricing levels at any time during the term of any contract/agreement to ensure that costs are being managed appropriately. **It is expected that suppliers will actively review the market on an ongoing basis to ensure that Pluss are always receiving the best possible pricing structure available.**
* It is intended that any supplier to Pluss will share the philosophy of year-on-year cost reductions and will proactively promote, and actively participate in, opportunities that will reduce the expenditure profile of Pluss.
* Pluss also expects that suppliers will continually identify and recommend activities that will contribute to further improvements to quality or service.
* Suppliers must be willing to provide comprehensive cost-breakdown information relating to the provision of goods/services if so requested by Pluss. Details that may be requested could include, but not necessarily be limited to, aspects such as material cost/scrap allowance/machine throughput rate/direct labour rate/indirect labour rate/overhead contribution/profit margin/packaging costs/transportation/etc.

**Continuous improvement philosophy**

* Pluss has an expectation that all of its suppliers will continually work towards improving their own systems, processes and products with the intention of reducing cost and purging of non-value added activity out of the organisation.
* Suppliers will be expected to demonstrate their proactivity with regard to continuous improvement activity on an ongoing basis.
* Continuous improvement is a part of the supplier management and development programme that will be utilised by Pluss.

### Submission instructions

* All proposals are to be returned to the nominated Representative named within this RFQ document.
* Submissions are to be returned via e-mail in the stipulated application & format; non-compliance with this requirement may be considered as suitable grounds for disqualification from further consideration.
* No hard copy documentation should be submitted unless explicitly requested by Pluss Purchasing.
* By submitting a response to this RFQ, respondents accept Pluss’ standard terms and conditions of purchase and understand the context of the requirement.
* Proposal details must only be submitted for those areas that the supplier is both confident and capable of being able to provide. If an item/product group/service is beyond the current scope/capabilities of the supplier, then this aspect should be omitted from inclusion on any proposal.
* All files must be scanned for viruses using a market-recognised and up-to-date computer program prior to return to Pluss.
* Recipients of the RFQ are obliged to promptly notify Pluss of any ambiguity, inconsistency, or error that they discover upon examination of the RFQ documents that could impede their ability to submit a valid proposal within the indicated timescale.
* Any attempts to unduly influence any Pluss personnel with regard to the outcome of the evaluation and selection process, or any other attempt to distort, restrict, undermine or delay the process will be considered as sufficient grounds for immediate disqualification from the process with no right of appeal. This is at the sole discretion of Pluss.
* Activities that could be construed as being sufficient grounds could include, but not necessarily be limited to, the following circumstances:

(a) Communicating to a person, other than the person calling for these submissions, the amount or approximate amount of the proposal, or any other commercially sensitive information.

(b) Entering into any agreement or arrangement with any other person that they shall refrain from submitting a proposal or influence the amount of any proposal to be submitted.

(c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other submission or proposed submission for the said work any act or thing of this sort described above.

* In this declaration, the word “person” includes any persons and any body or association, corporate or incorporate; and “any arrangement” includes any such transaction, formal or informal, and whether legally binding or not.
* **All proposals must be received by Pluss NO LATER THAN 5pm on Thursday 7th April 2022.**

### Service Level Expectations

**Purpose**

* The purpose of this section is to unambiguously state service standards expected of the supplier and Pluss. It details the responsibilities placed on both parties in order to achieve the standards set out in this document. It is to be read in conjunction with the RFQ document.

**Amendments**

* Any amendments to this document will only be by agreement of both parties and must be in writing. The document will be re-issued and signed after any amendments are agreed.

**Review**

* Reviews of the Service Level Agreement will be attended by Senior Management Representation from both parties and will include a comprehensive review of all aspects of business performance including adherence to stipulated Service Level Agreements (SLA’s) – schedule (2).

**Pricing**

* The prices applicable to the Contract must relate to the services/goods being supplied *and must be inclusive of delivery charges*.
* **It must be noted that Pluss do not accept ‘standard’, ‘blanket’ or ‘annual’ price increases.**
* Pluss are looking for ways in which to reduce expenditure year-on-year and expects its suppliers to do the same.
* In the event that extraordinary circumstances prevail, then any proposed adjustment to pricing must be submitted in writing to the Pluss authorised representative no less than 60 (sixty) days in advance of the suggested effective date. Any variations in pricing are subject to discussion. Any invoices submitted by a supplier at a price higher than that agreed and confirmed in writing by a Pluss’ authorised representative will be debited back to the prevailing value pending conclusion of any negotiations. **No price is valid until agreed in writing by Pluss’ authorised representative.**

**Volumes**

* Any volumes indicated within any RFQ document or indicated at any other time and in any other medium, including verbally, are to be regarded as indicative only for the purposes of obtaining and evaluating competitive quotations. Any volume information referenced does not impose any obligation or commitment upon Pluss to take any or all of any items/services listed at the volumes given.
* Any volumes called-off within a particular contract are not to be regarded as either a constant level of demand or as any indication of any trends within the demand profile – historical information should not be used as a baseline for assessment of future demand.

**Purchase order**

* For each purchase made, Pluss will provide a purchase order number. The supplier **must** refuse to provide the goods/services should Pluss staff fail to provide this number. Failure to adhere to this requirement will be regarded as a fundamental breach of this Service Level Agreement.

**Product specification**

* All products provided under the terms of the agreement must be always compliant with all appropriate and relevant national and/or international standards.

**Schedule (1): SPECIFICATION**

1. **Purpose**
   1. The Pluss Organisation C.I.C (Pluss) is seeking to establish an Agreement for social prescribing software to support the organisation in the delivery of its Positive People and Hopeful Families contracts which are projects funded by the European Social Fund and the National Lottery Community Fund.

These are led and managed by Pluss, a Community Interest Company. These programmes offer a lifeline to people who are not in work to help build confidence, skills and give a sense of hope for the future. We empower people to get involved in local communities, connect with others and feel good through a range of social prescribing and employability activities. Positive People is delivered by a partnership of social enterprises and community organisations, the support offered to participants will vary, with services ranging from support for drugs and alcohol misuse right through to arranging workplace adjustments for sensory disabilities. (“The Agreement”)

* 1. The Agreement shall be for an initial period of up to 12 months (Initial Contract Period); Pluss may extend the duration of the Agreement for any agreed period from the expiry of the Initial Contract Period, subject to the satisfactory performance of the Supplier, the needs of the projects, and in agreement between the Parties, as well as the continuation of funding.

1. **Background To Requirement**
   1. Pluss has secured an extension of its ESF/National Lottery Community Fund Building Better Opportunities programmes in Devon, Cornwall, Somerset and West Yorkshire, until March 2023, and as such is aiming to extend the social prescribing element of the Cornwall projects.
   2. The five project areas are:

* Cornwall Coast to Coast
* Cornwall South and East
* Devon
* Somerset
* Calderdale, Kirklees and Wakefield
  1. To avoid doubt, Pluss CIC is seeking one supplier to provide social prescribing software and support in the two Cornwall areas with the option of expanding into one other area (subject to funding).
  2. A successful pilot project has been in place in the two Cornwall projects for a year and PLUSS CIC now want to develop and extend this for the remaining year of the projects (extension into one other area will be subject to securing funding).
  3. The pilot project has enabled Pluss CIC social prescribers to refer participants to the most appropriate intervention for their health and wellbeing needs. It has also integrated with GP practices to enable more seamless referrals and work with the individuals who are judged to benefit from social prescription.

1. **Scope Of Requirements**
   1. We intend to award a contract to the supplier that is able to meet all the needs in the Cornwall project areas plus one other (subject to funding- see above).
   2. **Experience required**

Suppliers should demonstrate that they have previous experience in the following:

* Implementation of software across multiple sites to multiple non-technical users
* Supply of software and support to social prescription services
* Technical and development work of software to enable better integration with local services and usability
* Supply and support to third sector organisations
* Use of integrated software by multiple NHS providers
* Software development in collaboration with operational, non-technical, staff
* Compliance with data security requirements, including, but not limited to, GDPR obligations
  1. **Services**

Cornwall

* Supporting existing project in Cornwall – we need the supplier to facilitate a continued supply and support of existing social prescriptions as part of any transition
* Build on experience of Pluss CIC operational staff in delivering social prescription in Cornwall – the supplier will need to work closely with our delivery staff to ensure that the software and support meet the needs of the project
* Seamless continuation of service – the service needs to continue with no interruption to enable participants to access the appropriate interventions for their needs
* Use of data from existing system – the current project has participant data and a directory of services that we will need to continue being able to access
* Training for operational staff – all software and data entry requirements will need to be trained out to Pluss CIC staff initially and on an ongoing basis (for new staff and refreshers for existing staff)
* Scalability – we are looking for a flexible system that can be scaled up or down, according to the needs of the project
* Person-centred approach – project participants (i.e. those referred to the social prescription service) must be at the heart of the system and be supported to be involved or lead their own care
* Multiple referral entry points – the system must be capable of supporting referrals from Pluss CIC social prescribing staff and other providers who are given access
* Unlimited sign ups, unlimited referrals – we need a system that has no limits on the numbers of participants that can be supported
* Easy access to directory of services – this must be easy to maintain and access so that participants, Pluss CIC staff and other referrers are able to view and assess appropriate providers
* Incorporation of multiple measurement and evaluation tools – the system should support different tools so that Pluss CIC staff can measure distance travelled for participants and report on that
* Accessible from multiple locations using a variety of hardware and software
* Reporting – requirements will include (but not limited to): distance travelled, providers used, aggregated demographic data for participants.
* Support:
* The Supplier shall manage all user requests and incidents, classifying, prioritising, and assigning an incident based upon the classification,
* The Supplier shall provide the following activities as part of the Service / Help Desk to Pluss:
* Incident Management,
* Problem Management,
* Configuration Management,
* Release Management,
* Service-level Management,
* Availability Management,
* Capacity Management,
* IT Service Continuity Management; and
* Security Management
* The Supplier shall provide and meet the Prioritisation targets and SLA’s as defined in Schedule 2.
* The Supplier must meet 90% of all agreed time resolutions which are defined on the priority of the incident.
* The Supplier shall meet the priority ranges from P1 to P4, where P1 is of top priority and P4 is scheduled or confirm details of the process by which it follows and can demonstrate a clear route of escalation.
* The Supplier shall evaluate the priorities on a case-by-case basis including developing a comparison matrix based on impact and urgency of the incident or request.
* The supplier shall provide a quarterly report on incidents, response times and resolutions
* Data security requirements: the supplier will ensure that data entered into the system is stored securely and backed up regularly and data will not be stored outside UK. The software must have robust user access controls.
* The supplier will ensure they have a full suite of policies and processes (to be provided by the successful supplier as part of due diligence) including those that cover management of data, security, access, back up and business continuity
* Meetings with Pluss CIC staff:

Monthly – with managers in relevant project areas

Quarterly – with the BBO Operations Manager

Six monthly – with the management team of all projects

**Expansion to another project area (subject to Pluss CIC funding)**

All of the above services plus:

* Training new staff – Pluss CIC staff in the new area will have had no experience with social prescribing software so will need a different approach
* Implementation of software – roll out of software to the area including adaptations to branding and local requirements
* Separate directory of services for each area – including facility to import data from existing sources
* Separation of participant data for each area – data for each area must be discrete and access controls must enable users to view and amend the appropriate data

**Schedule (2): SERVICE LEVEL AGREEMENT – *to be developed and finalised in conjunction with the successful supplier***

**Support / Help Desk**

This is an example of the proposed target and response time, but other proposals will be accepted.

As such these priorities have a defined indicative agreed time of resolution:

| **Priority** | **Description** | **Response** | **Target Response Time** | **Target Resolution Time** |
| --- | --- | --- | --- | --- |
| P1 | Critical | Immediate response and sustained effort using all available resources until resolved. | 30 mins | 4 working hours\* |
| P2 | Severe | Immediate response by IT engineer. May interrupt staff working on lower priority calls for assistance. | 30 mins | 1 working day\* |
| P3 | High | Quick Response by IT engineer. May interrupt staff working on lower priority calls. | no target | 2 working days\* |
| P4 | Medium | Response by IT engineer as workload allows. | no target | 5 working days\* |

**Schedule (3): SUPPLIER INFORMATION SUBMISSION**

**Please complete and submit the attached Due Diligence Questionnaire with your competed RFQ submission.**



**Implementation**

|  |
| --- |
| **Should your company be successful in their response to this RFQ, how would you manage implementation? *Please include details of any timing plans (including key milestones), resource requirements, etc.*** |
|  |
| **Who would have responsibility for managing contract implementation? *(Name and/or position)*** |
|  |
| **Who would manage the contract on an ongoing basis? *(Name and/or position)*** |
|  |
| **Please provide details of your company’s proposed account management structure:** |
|  |
| **What issues could you envisage arising during implementation, and how would you seek to mitigate the potential impact of those issues?** |
|  |

**Management information**

|  |
| --- |
| **Please provide a summary of the type of management information you are capable of providing, and in what format this information could be provided.** |
|  |

**Schedule (4): REFERENCES**

**References**

Please advise contact details for three references whom Pluss may approach; ideally references should relate to an organisation of a similar level of complexity and diversity to Pluss.

The following details are required:

* Contact name
* Contact position
* Contact telephone number, and e-mail address
* Customer name
* Nature of customer business
* Length of trading relationship

*As a matter of courtesy, please ensure that any reference contacts are made aware that they may be contacted by Pluss.*

|  |
| --- |
| **Reference #1** |
| **Reference #2** |
| **Reference #3** |

**Schedule (5): SUPPLIER PROPOSAL TEMPLATES**

### Appendix (1): Terms and conditions



**Appendix (2): Contractor Guidance completion notes**

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**Confidentiality and non-disclosure**

### Confidentiality and non-disclosure

* All responses to this RFQ will be treated as strictly confidential.
* All Pluss information provided within this document or disclosed during verbal discussions or provided at any other time and in any other medium is to be treated by your company as strictly confidential and proprietary. Any information provided by Pluss is to be used by your company solely for the purpose of responding to this RFQ document. Unauthorised disclosure of information may result in disqualification from the selection process.
* Pluss may request at any time that any information that has been provided be returned or destroyed at the sole discretion of Pluss.
* Notwithstanding the foregoing, neither your company nor Pluss shall be required to treat as confidential information that is:

1. In the public domain through no fault of yours or ours;
2. Already lawfully in the possession of the receiving party prior to disclosure by your company or Pluss;
3. Received from a third party, where the third party is not known to be obligated to a party hereto referred to keep such information confidential; and
4. Information requested by any governmental or regulatory body or an arbitrator having jurisdiction over the party directed to make such disclosures.

* Obligations relating to non-disclosure of confidential information shall remain in effect for a period of 7 (seven) years from the date of receipt of such information.
* The provisions, conditions and clauses of the Pluss mutual non-disclosure agreement (NDA) take priority and precedence over any aspect of this summary.

**PLEASE NOTE: In the event that your company decides not to respond to this RFQ, please delete this document in its entirety and confirm to Pluss within seven working days without making or retaining any copies.**