

Rural Payments Agency

# GEOSPATIAL ANALYTICS AND REMOTE MONITORING SERVICE (GAS)

# INVITATION TO TENDER (ITT) PART TWO RESPONSE INSTRUCTIONS AND ASSESSMENT METHODOLOGY

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# 1. Introduction

#### 1.1. Purpose of this document

1.1.1 The purpose of this document is to set out the response instructions and assessment methodology for this procurement.

# 1.2. Instructions for responding

#### General

- 1.2.1 Tenderers must submit (via the e-Sourcing Portal) a Tender containing the information as set out in paragraphs 1.2.10 and 1.2.11.
- 1.2.2 Tenders must be submitted in accordance with this ITT, including any amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. Unauthorised alterations or additions must not be made to any component of this ITT.
- 1.2.3 For the avoidance of doubt, the Contract issued as part of the ITT is final and nonnegotiable, and therefore Tenders must be compiled and submitted on this basis. As such, Tenderers are not permitted to submit any amendments to the Contract as part of their Tender.
- 1.2.4 Tenders will be the single source of information on which the Buyer undertakes its assessment therefore Tenderers must be explicit in their responses and answer all sections as accurately and concisely as possible. Tenderers are advised neither to make any assumptions about their past or current supplier relationships with the Buyer, as such prior business relationships will not be taken into account in the assessment of Tenders.
- 1.2.5 Tenders must remain open for acceptance for a period of 6 months following the deadline for submission of Tenders, after which period the validity of a Tender will be subject to confirmation by the Tenderer.
- 1.2.6 Tenders must not include generic promotional or corporate marketing material.
- 1.2.7 When uploading Tenders, Tenderers must upload each of the electronic files separately. Tenderers must label each file using the naming convention:

"Tenderer name\_Name of document".

1.2.8 For example:

"GAS Co Ltd\_AoA1 response"

- 1.2.9 To submit a Tender, Tenderers must click "My Response" under "ITT Details" and select "Create Response" on on the e-Sourcing Portal.
- 1.2.10 The files listed below must be uploaded to the Technical Envelope on the e-Sourcing Portal and must contain the following documents:
  - (a) The responses to Areas of Assessment 1 to 10 in Table 1 (the "Quality Submission").
- 1.2.11 The files listed below must be uploaded to the Commercial Envelope on the e-Sourcing Portal and must contain the following documents:
  - (a) A completed Financial Model (Appendix B).
  - (b) A signed version of the Form of Tender (Appendix C).
  - (c) If applicable, a document outlining any information the Tenderer considers to be commercially sensitive.



(d) If applicable, a document outlining any conflicts of interest and the Tenderers mitigation measures.

### Document requirements

- 1.2.12 The side count limits for each section are included in Table 1. One side of a digital A4 page is equal to one side of a physical piece of A4. Tenderers may use A3 size in lieu of A4, but each A3 sized page will be counted as two A4 sides. The side limits apply to the entirety of the relevant sections including coversheets, title pages and annexes.
- 1.2.13 Text must be no smaller than 11 point with the exception of drawings, diagrams, flow charts, and page numbers, where text no smaller than 8 point should be used. The pages of the documents within the response must be numbered sequentially. Page numbers and other header or footer information may be included in the margin space. Margins must be no smaller than 1.27cm. Tenderers must use a font from the following selection in their responses: Arial, Calibri, Helvetica, Tahoma, Verdana.
- 1.2.14 If the total side count in a Tenderer's response to a particular section exceeds the limit for that section, the Buyer will only review the Tenderers response up to the side limit for that section. Any part of the response that exceeds the side limit will not be reviewed. There should be no electronic links to external sources within the response. If any electronic links are provided, they will be disregarded.
- 1.2.15 Two-way cross-referencing between different sections of the document is permitted where this will aid readability. Cross-references should be complemented by text where necessary.
- 1.2.16 Any reference to currency must be expressed in pounds sterling to a full penny.
- 1.2.17 Tenderers should follow the instructions in Table 1 in order to submit a Tender in response to the ITT.

Area of Assessment	Response instructions	Page limit <sup>1</sup>	Format
AoA1: Draft Implementation Plan	See Annex 1 paragraph 1	15 A4 pages	.pdf
AoA2: Supplier Solution – user view	See Annex 1 paragraph 2	15 A4 pages	.pdf
AoA3: Supplier Solution – remote monitoring and marker generation view	See Annex 1 paragraph 3	25 A4 pages	.pdf
AoA4: Supplier Solution – IT service management view	See Annex 1 paragraph 3	5 A4 pages	.pdf
AoA5: Supplier Solution – organisation and personnel view	See Annex 1 paragraph 5	5 A4 pages	.pdf

<sup>&</sup>lt;sup>1</sup> Page limits are limits rather than targets. Larger page limits have been included for Areas of Assessment where it is anticipated that large tables or large diagrams will form significant parts of the response.

Area of Assessment	Response instructions	Page limit <sup>1</sup>	Format
AoA6: Supplier Solution – technology view	See Annex 1 paragraph 6	15 A4 pages	.pdf
AoA7: Supplier Solution – data architecture and management information view	See Annex 1 paragraph 7	10 A4 pages	.pdf
AoA8: Supplier Solution – cyber security view	See Annex 1 paragraph 8	5 A4 pages	.pdf
AoA9: Social Value statement – sustainability	See Annex 1 paragraph 9	10 A4 pages	.pdf
AoA10: Social Value statement – workforce	See Annex 1 paragraph 10	5 A4 pages	.pdf

Table 1

# 1.3. Assessment approach

- 1.3.1 All aspects of the Tender assessment will be made against the requirements specified in Annex 2.
- 1.3.2 Tenders will be required to address the award criteria and each of the detailed assessment criteria ("Areas of Assessment") which are set out in Table 2 in summary form.

Award criteria	Weighting	Sub- criteria	Weighting	Area of Assessment	Weighting
Quality	70%	Technical Solution	60%	AoA1: Draft Implementation Plan	9%
				AoA2: Supplier Solution – user view	10%
				AoA3: Supplier Solution – remote monitoring and marker generation view	15%
				AoA4: Supplier Solution – IT service management view	4%
				AoA5: Supplier Solution – organisation and personnel view	4%
				AoA6: Supplier Solution – technology view	9%

Award criteria	Weighting	Sub- criteria	Weighting	Area of Assessment	Weighting
				AoA7: Supplier Solution – data architecture and management information view	5%
				AoA8: Supplier Solution – cyber security view	4%
		Social Value	10%	AoA9: Social Value statement – sustainability	6%
				AoA10: Social Value statement – workforce	4%
Price	30%	L			<u>.</u>

Table 2

# 1.4. Award

- 1.4.1 Following completion of the assessment of Tenders, the Buyer will seek internal approval of the Tender assessment and recommendation.
- 1.4.2 Following these approvals, the Buyer will inform successful and unsuccessful Tenderers of its decision in accordance with Regulation 86 of the Public Contracts Regulations 2015 through the issuance of a standstill letter which confirms to Tenderers the outcome of the procurement, provides feedback on Tenders, and provides an overview of the successful Tenderer's key characteristics and relative advantages.
- 1.4.3 The Buyer will observe the standstill period specified in the standstill letters in accordance with the Public Contracts Regulations 2015.
- 1.4.4 Upon completion of the standstill period, the successful Tenderer will be issued with the Contract for execution.
- 1.4.5 Details of the contract award decision will be published in FTS and Contracts Finder.

# Annex 1: Instructions for response<sup>2</sup>

#### 1. AoA1: Draft Implementation Plan

- 1.1. In response to DPS Order Schedule 20 (Specification), please describe your approach for implementing your solution from the Effective Date to the ELS Complete Milestone.
- 1.2. Your response must describe:
  - (a) a Gantt chart or roadmap setting out the chronology of:
    - the Milestones to be Achieved and the Milestone Dates;
    - the Deliverables to be produced; and
    - the critical path deemed necessary to deliver your solution.
  - (b) your approach to tracking and reporting implementation progress against time, cost, and quality factors;
  - (c) identification of the risks and issues (including the ownership, impact and likelihood, and how you intend to mitigate the risks and issues) and of each reasonable assumption and/or dependency that you have on the RPA or any third parties;
  - (d) a diagram setting out the Personnel and Subcontractors (if applicable) to be used for each element of the Services during the Implementation Phase;
  - (e) your approach to the design, build, test, and deployment of all necessary Environments (including those Environments required for disaster recovery);
  - (f) your approach to optimising the Supplier Solution (including the Markers) and scaling the Supplier Solution (including the Markers) for national usage;
  - (g) your approach to user research and user centered design during the Implementation Phase;
  - (h) your approach to implementing all necessary cyber security controls, processes and procedures, and obtaining the necessary approvals and certifications;
  - (i) your approach to data migration;
  - (j) your approach to training (e.g. Train the Trainer) and knowledge management;
  - (k) your approach to implementing your Social Value commitments;
  - (I) your approach to achieving compliance with the Standards;
  - (m) your approach to implementing your IT Service Management processes (as set out in your response to paragraph 4);
  - (n) your approach to managing the MVP go-live event; and
  - (o) your approach to Early Life Support (where User demand and need for communication may be greater than expected).
- 2. AoA2: Supplier Solution user view
- 2.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through a **user view**.
- 2.2. Your response must describe:

<sup>&</sup>lt;sup>2</sup> Capitalised terms used in Annex 1 are derived from DPS Joint Schedule 1 (Definitions).

- (a) the different groups of Users;
- (b) each User groups interactions and touchpoints with the Supplier Solution;
- (c) how the different User groups' ongoing needs will be continuously understood and your approach to user research;
- (d) how your user research and user centered design approach will influence the evolution of the Supplier Solution; and
- (e) how barriers for Users with protected characteristics will be minimised.
- 3. AoA3: Supplier Solution remote monitoring and marker generation view
- 3.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through a **remote monitoring and marker generation view**.
- 3.2. Your response must describe:
  - (a) your approach to processing Imagery Sources;
  - (b) your approach to integrating new Imagery Sources;
  - (c) the Markers which are currently present in the Supplier Solution that are included as part of the tendered prices;
  - (d) your approach to optimising your existing Markers;
  - (e) your approach to generating new Markers;
  - (f) your approach to utilising and continually improving existing Markers from third parties (e.g. the Buyer's Bare Soil Marker and Surface Water Marker);
  - (g) your approach to validating the output of Markers;
  - (h) your approach to scaling the Markers for national usage; and
  - (i) your approach to presenting visual evidence to support how the Buyer monitors compliance with Scheme Agreements for a Land Parcel.
- 4. AoA3: Supplier Solution IT service management view
- 4.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through an **IT service management lens**.
- 4.2. Your response must describe:
  - (a) your approach to supporting Users, your IT Service Management processes, and your proposed ITSM Toolset(s);
  - (b) your approach to application monitoring and error handling practices;
  - (c) your approach to performance monitoring against the Performance Indicators and service reporting;
  - (d) your approach to Testing and deploying New Releases;
  - (e) your approach to managing business continuity and disaster recovery; and
  - (f) your approach for integrating your ITSM activities with the Buyer's First Line Support.
- 5. AoA5: Supplier Solution organisation and personnel view
- 5.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through an **organisation and personnel view**.

- 5.2. Your response must describe:
  - (a) the organisational model that will be used to deliver each element of the Supplier Solution;
  - (b) details of Key Staff and their credentials;
  - (c) details of Subcontractors and their credentials (if applicable);
  - (d) details of planned staffing levels and proposed working patterns for each element of the Services and how this can be flexed in order to meet increased or decreased demand;
  - (e) your approach to management of Subcontractors; and
  - (f) how skills will be maintained within the Personnel.
- 6. AoA6: Supplier Solution technology view
- 6.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through a **technology view**.
- 6.2. Your response must describe:
  - (a) the software architecture, set out in a diagram with accompanying text that describes the main functionality provided for each functional software component, outlining the software being deployed as part of the Supplier Solution to address the functional, non-functional, and integration requirements;
  - (b) the hosting architecture, set out in a diagram with accompanying text, outlining the proposed computing infrastructure (and operating locations thereof) being deployed as part of the Supplier Solution to address the functional, nonfunctional, and integration requirements, and business continuity and disaster recovery requirements;
  - (c) the integration architecture, setting out the interfaces between the Supplier Solution and third-party systems used for data exchange and interoperability;
  - (d) the applicable technical standards (as set out in DPS Order Schedule 20 (Specification) Annex E (Standards)) being utilised;
  - (e) the user licensing model for the Supplier Solution and the Supplier's approach for optimising the licenses granted to the Buyer;
  - (f) how the Supplier Solution manages data ingress and data egress traffic effectively; and
  - (g) the functionality roadmap for the functional software components and proposed innovations available throughout the Order Contract Period that could be used to meet the needs of potential future use cases, clearly identifying any functionality and innovations over and above those requirements stated in DPS Order Schedule 20 (Specification) that are included as part of the tendered prices.
- 7. AoA7: Supplier Solution data architecture and management information view
- 7.1. In response to DPS Order Schedule 20 (Specification), please describe your solution from the MVP Milestone through a **data architecture and management information view**.
- 7.2. Your response must describe:
  - (a) the logical data model for the key data and information products (e.g. transactional, master, and reference data, or records, logs, or transactions generated by the Supplier Solution (automated or otherwise)) produced and

ingested by the Supplier Solution. This section can cross-refer to the diagrams in the technology view to show how the data and information products are stored and/or processed by the Supplier Solution (i.e. the physical data model);

- (b) how the key data and information products produced and ingested by the Supplier Solution are used to create insights and intelligence about the Services; and
- (c) how the Supplier Solution can be used to interrogate the Buyer's data held within the Supplier System, create ad-hoc reports, and run standard reports and dashboards.
- 8. AoA8: Supplier Solution cyber security view
- 8.1. In response to DPS Order Schedule 9 (Security), please describe your solution from the MVP Milestone through a **cyber security view**.
- 8.2. Your response must describe:
  - (a) security certifications held by you (and your Subcontractors, if applicable);
  - (b) the security architecture, set out in a diagram with accompanying text;
  - (c) your initial security risk assessment and the mitigations you will implement;
  - (d) your process for managing security risks (including monitoring, vulnerability management, and technology obsolescence management); and
  - (e) your incident management process that you will use to respond to a Breach of Security.
- 9. AoA9: Social Value statement sustainability
- 9.1. In response to DPS Order Schedule 20 (Specification), describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Social Value policy outcome "*Effective stewardship of the environment*".
- 9.2. Your response must describe:
  - (a) how the principles of green software design will be applied to the Services;
  - (b) your science-based approach to measuring, monitoring, and reporting the environmental impacts in the delivery of the Services;
  - (c) your approach to reducing your emissions and environmental impacts in the delivery of the Services;
  - (d) your approach to developing and maintaining sustainability competence and skills in the Personnel; and
  - (e) your approach for reconnecting Personnel with the environment and increasing awareness of methods for environmental protection and improvement.

# 10. AoA10: Social Value statement – workforce

- 10.1. In response to DPS Order Schedule 20 (Specification), describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Social Value policy outcomes "*Create new businesses, new jobs and new skills*", "*Tackle workforce inequality*", and "*Improve health and wellbeing*".
- 10.2. Your response must describe:
  - (a) your approach to creating employment and training opportunities in the delivery of the Services (particularly for those who face barriers to employment and/or

who are located in deprived areas) and for people in industries with known skills shortages or in high growth sectors;

- (b) your approach to identifying and tackling inequality in employment, skills and pay in your workforce and increasing diversity in the workforce (e.g. underrepresented groups in STEM and DDaT roles) in the delivery of the Services;
- (c) your approach to fair and inclusive recruitment and how you intend to attract and retain a diverse workforce in the delivery of the Services;
- (d) your approach to identifying and addressing potential equality, diversity and inclusion impacts in your workforce in the delivery of the Services;
- (e) your approach to supporting in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills and supporting educational attainment relevant to the Services; and
- (f) your approach to supporting health and wellbeing of the Personnel, including physical and mental health, in your workforce delivering the Services.

# Annex 2: Assessment methodology for Tenders

#### 1. General

- 1.1. During the assessment of Tenders, the Buyer reserves the right to seek clarification in writing or by means of a clarification meeting (with its outputs confirmed in writing) from any or all of the Tenderers, solely to assist in its consideration of Tenders but will be under no obligation to do so. No new information can be submitted in response to requests for clarification and any responses to clarifications can only clarify the original statement, not add new information. It is the responsibility of Tenderers to ensure Tenders are free of errors and comply with the ITT.
- 1.2. In accordance with Regulation 56(4)<sup>3</sup> of the Public Contracts Regulations 2015, the Buyer reserves the right to allow any Tenderer to correct a manifest error or clarify a point to the Buyer's satisfaction where the Buyer is satisfied such action would be proportionate and not result in discrimination to other Tenderers or amount to unfair treatment.
- 1.3. Where the ITT states that the Buyer reserves a right to or "may" exclude a Tenderer (e.g. for non-compliance with any requirement within the assessment process) then the Buyer is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a proportionate response to the relevant failure.
- 2. Assessment stage 1: Compliance
- 2.1. In this stage the Buyer will undertake an initial check for completeness and compliance, confirming that the correct documents and submissions have been made in accordance with the ITT.
- 2.2. A Tender that does not meet the conditions in the ITT may result in the Tender being rejected. The Buyer's decision in the matter will be final.
- 2.3. Tenders that have passed the compliance check will proceed to Stage 2
- 3. Assessment stage 2: Quality assessment
- 3.1. Evaluation of Tenderers' responses to each Area of Assessment (in response to the instructions in Annex 1 (the "Quality Submission")) will be undertaken by a panel appointed by the Buyer (the "Quality Panel").
- 3.2. Each Quality Panel member will first undertake an independent assessment of the response, by applying the scoring matrix in Table 3 to each section of the Quality Submission. Then, a moderation meeting will be held at which the Quality Panel will reach a consensus on the final mark and rationale for each Area of Assessment.
- 3.3. Marks will be allocated to the Tenderer's response to each Area of Assessment as a whole rather than by reference to each element of the Area of Assessment (i.e. Tenderers must appropriately address each aspect in an Area of Assessment in order to achieve a mark).
- 3.4. The minimum threshold that Tenderers must achieve is a minimum final mark of "50" for each Area of Assessment. A Tenderer who scores a final mark of "0" or "20" for any of the Areas of Assessment will not be considered for any subsequent stages of the procurement.

Mark Scoring criteria<sup>4</sup>

<sup>&</sup>lt;sup>3</sup> https://www.legislation.gov.uk/uksi/2015/102/regulation/56/made

<sup>&</sup>lt;sup>4</sup> The key success criteria (the "Critical Success Factors") relating to each Area of Assessment are set out in Table 4.

0	The response contains no or very limited detail to demonstrate how the proposed solution will meet the requirements and realise the Critical Success Factor(s) for this Area of Assessment. The response gives the RPA no confidence that the requirement will be met.
20	The response contains a partial and/or limited level of detail to demonstrate how the proposed solution will meet the requirements and realise the Critical Success Factor(s) for this Area of Assessment. The response contains significant weaknesses and therefore raises concerns for the RPA that the requirements may not all be met.
50	The response contains a satisfactory level of detail to demonstrate how the proposed solution will meet the requirements and realise the Critical Success Factor(s) for this Area of Assessment. The response contains moderate weaknesses and therefore the response gives the RPA confidence that most of the requirements will be met to a suitable standard.
70	The response contains a good level of detail to demonstrate how the proposed solution will meet the requirements and realise the Critical Success Factor(s) for this Area of Assessment. The response contains minor weaknesses and therefore the response gives the RPA confidence that all the requirements will be met to a good standard.
100	The response contains an excellent level of detail to demonstrate how the proposed solution will meet the requirements and realise the Critical Success Factor(s) for this Area of Assessment. There are no weaknesses and therefore the response gives the RPA complete confidence that all the requirements will be met to a high standard.

Areas of Assessment	Critical Success Factors
AoA1: Draft Implementation Plan	<ul> <li>A proven approach to optimising and scaling the solution for equivalent geographies, agricultural contexts and natural environments.</li> </ul>
	• A user centered approach to implementing the solution that grows confidence in Users through targeted engagement and frequent involvement of stakeholders.
AoA2: Supplier Solution – user view	<ul> <li>A highly intuitive and usable platform which is tailored appropriately for the varying needs of the different groups of Users.</li> </ul>
	A user research and engagement framework that improves awareness and user adoption of the platform,

Table 3

Areas of Assessment	Critical Success Factors
	proactively promoting new ways to evolve the platform.
AoA3: Supplier Solution – remote monitoring and marker generation view	• A platform that enables the RPA to monitor farming activities in near-real- time and to take a national checks-by- monitoring approach, streamlining stakeholder engagement and fostering transparency, trust and collaboration with farmers.
	• A platform that enables the RPA to take targeted and proactive interventions with farmers based on traceable compliance insights, enabling maximum benefit for farmers in terms of both subsidies and encouraging sustainable land management practices.
	• A platform that enables the RPA to monitor the farm ecosystem dynamics for a Land Parcel across a given time period, reducing RPA's administrative burden and human efforts associated with manual monitoring methods.
AoA4: Supplier Solution – IT service management view	• A methodology for IT service management and supporting Users, aligned to best practice, which drives consistency across the management of infrastructure and platforms to ensure consistent levels of performance and reliability.
AoA5: Supplier Solution – organisation and personnel view	• A Supplier that operates as a multi- disciplinary, seamless functional unit to provide the Services, where responsibility and accountability for delivery of the Services is clearly and unambiguously allocated.
AoA6: Supplier Solution – technology view	• A scalable and reliable cloud-based service, built using a standards-based approach to enable rapid change and greater interoperability with other platforms, minimising vendor dependency as far as practicable.
	<ul> <li>A modular, reusable and future-proofed architecture which is flexible and adaptable to the RPA's broader needs</li> </ul>

Areas of Assessment	Critical Success Factors
	and developments in legislation, policy and technology.
AoA7: Supplier Solution – data architecture and management information view	• A platform that improves insight into the lineage of how (and by whom) the service is being used, unlocking the down-stream value being generated by the service.
AoA8: Supplier Solution – cyber security view	• A platform that uses processes to protect users' privacy and secure the onwards transportation of data (built in accordance with the principle of least privilege for sensitive data), coupled with a proportionate approach to cyber security risk management.
AoA9: Social Value statement – sustainability	• A Supplier that is proactive in the creation and implementation of new techniques and technology to continuously reduce the carbon footprint of the Services.
	• A Supplier that implements demonstrable and measurable commitments to reconnect people with the environment and increase awareness of ways to protect and enhance it.
AoA10: Social Value statement – workforce	• A Supplier that understands issues impacting the DDaT workforce and implements demonstrable and measurable commitments to address equality, diversity and inclusion impacts.
	<ul> <li>A Supplier that provides DDaT work opportunities that maximise employment and career advancement opportunities for all.</li> </ul>



- 3.5. If a Tenderer achieves the minimum quality threshold for each Area of Assessment, then the marks achieved for each Area of Assessment will be multiplied by the relevant weighting (as set out in Table 2) to calculate a total weighted mark.
- 3.6. The total weighted marks for each Quality Submission will be converted into a score (the "**Quality Score**") using the formula in Equation 1, expressed to one decimal place using the traditional rounding method (i.e. if the digit in the second decimal place is five or more, the first decimal place will be rounded up to the next value by one (+1); if the digit in the second decimal place is less than five, then there is no rounding for the first decimal place).



(Tenderers total weighted marks / Highest total weighted marks achieved) x 65%

Equation 1

#### 4. Assessment stage 3: Price assessment

- 4.1. Evaluation of Tenderers' populated Financial Models will be undertaken by a panel appointed by the Buyer (the "Finance Panel").
- Financial Models may be subject to clarification and adjustment by the Buyer in 4.2. relation to matters of inconsistency and uncertainty (in accordance with Regulation 56(4) of the Public Contracts Regulations 2015), subject to any clarifications or adjustments being non-material and easily clarified by Tenderers without additional or different information being required.

#### Abnormally low tenders

- 4.3. If the Buyer considers a Tender to be abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers and the Buyer's valuation of the procurement. If that assessment indicates that a Tender is abnormally low the Buyer will request a written explanation of the Tender in question, or of those parts within the Tender which the Buyer considers contribute to the Tender in guestion being abnormally low. The Buyer reserves the right to reject a Tender if the response from the Tenderer in question does not satisfactorily account for the low level of price or costs proposed.
- 4.4. The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting Buyer can reject the Tender.
- 4.5. As set out in the Sourcing Playbook<sup>5</sup>, any Financial Model that is more than ten percent (10%) lower than the average of all Financial Models shall be referred to the Cabinet Office for central assurance and scrutiny.

#### Price adjustments

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4.6. Any price adjustments arising from any obligations being placed on the Buyer to procure software licenses through its enterprise license agreements throughout the Order Contract Period, will be determined in accordance with HM Treasury's Green Book<sup>6</sup> and added to the Financial Model (worksheet ["23. Summary" section 4]).

#### Calculating the total cost to the Buyer

- 4.7. Based on the Financial Model provided, the Finance Panel will determine the score for each Tenderer. This will consist of the following two stages:
  - (a) calculating the total cost to the Buyer; and
  - (b) converting the total cost to a price score.
- The total cost to Buyer used to assess each Tenderer's Financial Model will be based 4.7.1 on the Whole Life Cost ("WLC") over the entire Term of the Contract (10 years). The

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/987130/Bid\_evaluation\_guid ance\_note\_May\_2021.pdf <sup>6</sup> https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent

WLC is the price submitted by Tenderers in the Financial Model (worksheet ["23. Summary" cell C86]).

Converting the total cost to a price score to determining the score for the Financial Model

4.7.2 The WLC for each Financial Model will be converted into a score (the "**Price Score**") using the formula in Equation 2, expressed to one decimal place using the traditional rounding method (i.e. if the digit in the second decimal place is five or more, the first decimal place will be rounded up to the next value by one (+1); if the digit in the second decimal place is less than five, then there is no rounding for the first decimal place).

# (Lowest WLC submitted / Tenderers WLC) x 35%

Equation 2

# 5. Assessment stage 4: Combining scores

- 5.1. For each Tenderer that has passed stage 1, 2, and 3, the overall Quality Score and overall Price Score are combined to determine a total score for each Tenderer. This overall total score will be out of 100%, to one decimal place using the traditional rounding method (i.e. if the digit in the second decimal place is five or more, the first decimal place will be rounded up to the next value by one (+1); if the digit in the second decimal place is no rounding for the first decimal place) (the **"Total Score**").
- 5.2. If any two (or more) Tenders have the same overall Total Score, they will be ranked in order of highest Quality Score. If any two (or more) Tenders have the same Quality Score, they will be ranked in order of highest weighted score achieved against the Areas of Assessment below (in ascending order):
  - (a) AoA3: Supplier Solution remote monitoring and marker generation view;
  - (b) AoA2: Supplier Solution user view;
  - (c) AoA6: Supplier Solution technology view;
  - (d) AoA1: Draft Implementation Plan;
  - (e) AoA9: Social Value statement sustainability;
  - (f) AoA7: Supplier Solution data architecture and management information view;
  - (g) AoA8: Supplier Solution cyber security view;
  - (h) AoA10: Social Value statement workforce;
  - (i) AoA5: Supplier Solution organisation and personnel view;
  - (j) AoA4: Supplier Solution IT service management view.
- 6. Assessment stage 5: Verification
- 6.1. The Buyer will undertake verification of the Tender with the highest Total Score, or where paragraph 5.2 applies, the Tender that is ranked first (the "**Preferred Tenderer**").
- 6.2. Should the Preferred Tenderer fail any of the verification activities outlined in this section at any point then the Tenderer in question shall be excluded from the procurement and the Buyer will repeat Stage 2, Stage 3, and/or Stage 4 (as

applicable) to determine the next Preferred Tenderer and will then repeat the verification activities outlined in this Stage 5.

6.3. Failure to provide satisfactory evidence to support any part of this stage of the Tender assessment may result in the Tender being rejected.

#### Solution demonstration

- 6.4. The Buyer will undertake verification of the Preferred Tenderer's solution via a solution demonstration given by the Preferred Tenderer of their system operating against a selection of representative use cases, to enable verification of the Preferred Tenderer's Quality Submission. The use cases to be demonstrated are as follows:
  - (a) [Use cases TBC]
- 6.5. The solution demonstration is anticipated to last approximately 2 hours and will be conducted remotely via Microsoft Teams. The solution demonstration will be recorded.
- 6.6. Following the verification referred to in paragraph 6.4, a respective mark for the relevant Area of Assessment may only remain unchanged or be reduced, thus reducing the Quality Score.
- 6.7. Where the total weighted marks has been reduced, the Buyer will recalculate the Quality Score pursuant to Stage 2, recalculate the Price Score pursuant to Stage 3 (if applicable), and combine Quality Scores and Price Scores pursuant to Stage 4 to calculate the revised Total Score achieved by the Preferred Tenderer. If the Total Score of the Preferred Tenderer is reduced such that the Preferred Tenderer no longer achieves the highest Total Score, the Buyer will repeat the verification activities outlined in this Stage 5 for the next Preferred Tenderer.

#### Requesting evidence from the Preferred Tenderer

- 6.8. The Buyer will conduct compliance checks on the Preferred Tenderer. As part of this, the Preferred Tenderer will be asked for the evidence the Preferred Tenderer submitted in order to join the Dynamic Purchasing System under which this procurement is being undertaken. This could include (but is not limited to) customer references, contact examples, insurance certificates, and/or economic and financial standing tests.
- 6.9. The Buyer will request supporting evidence from the Preferred Tenderer via the Supplier Registration Service<sup>7</sup>.

<sup>&</sup>lt;sup>7</sup> <u>https://supplierregistration.cabinetoffice.gov.uk/</u>