

Request for Proposal



Request for Proposal (RFP) on behalf of Innovate UK

**Subject : Innovation to Commercialisation of University Research
Pilot Programme (ICURe)**

Sourcing reference number: UKSBS PR17144

UK Shared Business Services Ltd (UK SBS)
www.uksbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25
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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities.

Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Section 2 – About the Contracting Authority

Innovate UK

The Innovate UK is the UK's innovation agency – driving innovation to boost economic growth.

Innovate UK work with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy.

Innovate UK are an organisation of around 300 staff, drawn mainly from business, that work across the UK, with a head office in Swindon.

With a strong business focus, Innovate UK drive growth by working with companies to de-risk, enable and support innovation by working to:

- determine which science and technology developments will drive future economic growth
- meet UK innovators with great ideas in the fields we're focused on
- fund the strongest opportunities
- connect innovators with the right partners they need to succeed
- help our innovators launch, build and grow successful businesses

Since 2007 Innovate UK have committed over £1.8 billion to innovation, matched by a similar amount in partner and business funding. Innovate UK have helped more than 7,600 organisations with projects estimated to add more than £11.5 billion to the UK economy and create 55,000 extra new jobs.

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	Innovate UK Polaris House North Star Avenue Swindon SN2 1FL
3.2	Buyer	UKSBS Ltd Polaris House North Star Avenue Swindon SN2 1FF Attn: Melanie Hollingsworth, Major Projects Procurement
3.3	Buyer contact details	Email: melanie.hollingsworth@uksbs.co.uk
3.4	Estimated value of the Opportunity	The maximum budget (excluding VAT) for each delivery partner will consist of up to £158,334 for delivery of the service.
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	02/01/18
3.7	Date RFP available to Bidders	05/02/18
3.8	Bidder conference (if relevant)	Not Applicable

3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	31/01/18 11.00
3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	02/02/18 11.00
3.11	Closing date and time for Bidder to request RFP documents	09/02/18 11.00
3.12	Closing date and time for Bidder to submit their response (‘the deadline’).	09/02/18 11.00
3.13	Bidder clarifications meeting (if required)	27 and 28/02/18
3.14	Anticipate notification of proposed Contract award to unsuccessful bidders	15/03/18
3.15	Anticipated Contract Award Date	26/03/18
3.16	Commencement of Contract	02/04/18
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

ICURe Pilot Programme (Phase 2) Tender Specification

1. Executive Summary

The ICURe pilot programme (Innovation to Commercialisation of University Research) is funded by Innovate UK and, since October 2014, has been developed and delivered by the SETsquared group of universities¹.

The ICURe programme provides early career researchers (ECRs), who present commercially promising ideas, with training, funding and support to undertake the validation of their idea in the competitive, worldwide marketplace, and to pursue the most appropriate route to commercialisation. The programme has three main objectives:

- Increase the commercial awareness, entrepreneurial skills and market knowledge of early career researchers and senior academics in UK universities
- Increase the probability of successful commercialisation of publicly funded research by identifying the 'right' route to commercialisation through intensive market validation; whether the route is through licencing, partnering or spinning out
- Where spinning-out is the right route, help potentially scalable spin-out companies develop faster, and be more attractive to private investors

Phase 1 of the pilot programme has been delivered by SETsquared, and Innovate UK is now looking to test new aspects of the programme in Phase 2, by appointing two additional delivery partners to work alongside SETsquared during FY2018/19. A budget of £2.3 million (£1.916 million excluding VAT) will be provided across two competitively awarded contracts to new delivery partners. The budget (excluding VAT) for each delivery partner will consist of up to £158,334 for delivery of the service and £800,000 for funding of the Cohorts over the one year Contract period. The new delivery partners will be required to implement the ICURe model and training material as developed by SETsquared, working alongside and in close partnership with SETsquared, but will be encouraged to identify in their proposal any opportunities for innovation in the methods of delivery and to propose new or alternative approaches. However, the new delivery partners may not sub-contract elements of programme delivery to SETsquared.

2. Introduction

Innovate UK is the UK's innovation agency - working with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy. Innovate UK drives innovation to boost economic growth by working with companies to de-risk, enable and support innovation.

The SETsquared partnership is an enterprise collaboration between the universities of Bath, Bristol, Exeter, Southampton and Surrey. Under the leadership of Southampton University, SETsquared have worked closely with Innovate UK to develop and deliver the ICURe Pilot Programme. The SETsquared partnership operates from the South/South West of England

¹ <http://www.setsquared.co.uk/research-commercialisation/applications-cohort-12-open>

(although the programme is available to all universities across the UK) and Innovate UK is seeking to extend the geographical footprint, ideally establishing a new delivery partner to cover the North, Northern Ireland and Scotland, with another to cover the Midlands, East of England and Wales.

3. Background

3.1 ICURE Pilot Programme Phase 1

The ICURE pilot programme was established in 2014 in response to the House of Commons Science and Technology Select Committee inquiry *'Bridging the Valley of Death: Improving the Commercialisation of Research'*, which drew on a broad range of evidence relating to problems encountered in the commercialisation of UK academic research and support for early stage businesses. The Committee concluded that, while the UK had an internationally competitive base of scientific research, opportunities for the commercialisation of academic research were being lost because of a number of system failures.

ICURE aims to tackle several of these barriers to commercialisation: including levels of commercial awareness and entrepreneurial skills amongst academic personnel, weak networking between academic and industrial communities, and cultural conventions and reward systems. It does this through provision of a programme of commercialisation support for teams of academic researchers wishing to explore the commercial potential of research originating in the UK universities.

Since October 2014, ten full Cohorts have completed the ICURE pilot programme (with two more in train for 2017/18). For these ten Cohorts, 281 ECRs applied to the programme, of which 124 were accepted; participants have collectively established over 8500 new business contacts; at least 37 new spin-out companies have been established and some 116 new jobs created as a result of participation in the ICURE pilot programme.

3.2 Current Programme Structure

ICURE is an intensive, high impact programme with the key market validation phase taking place over just 3-months. Each team comprises the Early Career Researcher (ECR), Principal Investigator (PI) and a Business Mentor (BM), but is led by the ECR who is then termed the 'Entrepreneurial Lead'. The ECR is required to work full-time on the ICURE project and to have no other training, contractual or grant commitments for the duration.

For the avoidance of doubt, the ECR is employed by the host university and seconded full-time for the duration of the ICURE project. Their full-time salary is paid by the ICURE programme and they must not have commitments to any other employment or training contract for the duration of the project. PIs and their commitment to the programme are provided as "in kind" support from the host institution. Business Mentors (Advisers) currently provide their services *pro bono*.

The programme is comprised of the following key stages:

1. Application Process
2. Independent Assessment of Applications
3. Assembly of 'Entrepreneurial Teams'
4. ICURE Bootcamp

5. Intensive Market Validation
6. Teleconference Support
7. Options Panel
8. Business Plan Development

Bidders should refer to Annex A for a detailed overview of the current ICURe programme, its individual stages and timescales.

The programme also includes:

- Preparatory and ongoing learning supported through a bespoke Virtual Learning Environment (VLE)
- Customer Relationship Management (CRM) system to monitor interactions with potential customers throughout market validation
- A measurement instrument developed for ICURe by Dr Robert Newbury that captures change in commercialisation intention, self-efficacy and competence in specific skills

4. ICURe Pilot Programme Phase 2

4.1 Aims

Innovate UK is seeking to procure two additional delivery partners to run Phase 2 of the ICURe Pilot Programme (for 12 months from 1st April 2018) alongside and in partnership with the SETsquared group of universities. The purpose includes (but is not limited to):

- The opportunity to identify areas for potential innovation in the proposed methods of delivery
- To explore new ways of identifying and securing appropriate Business Mentors
- To increase awareness and participation in the ICURe pilot programme across the UK
- To explore the possible benefits or limitations of a 'partnership' or 'hub' approach to the delivery of the ICURe programme

4.2 Scope

It is expected that during Q1 FY2018/19 the new partners will undertake capacity building and participate in 'train-the-trainer' activity, to be provided by SETsquared, in order to then participate fully in the delivery of the ICURe programme.

The new Delivery Partners will then work in partnership, and with SETsquared, to develop a pipeline of applicants to ICURe with a view to each supporting two Cohorts of teams during Q2 to 4 of FY2018/19 (ie a total of four Cohorts and maximum total of 45 teams, in addition to those supported by SETsquared).

Bidders must be aware that this tender aims to procure delivery partners who are able to deliver the ICURe Pilot Phase 2 within the 2018/19 Financial Year, and all invoices must be submitted to Innovate UK for payment by 31st March 2019. This work is being conducted as part of a pilot programme and does not involve any delivery of the programme after 31st March 2019. Nor does it constitute or imply any commitment to further work or continuation of the ICURe programme beyond 31st March 2019.

4.3 Requirements

4.3.1 Mandatory Requirements

Bidders must meet the following mandatory requirements:

- Ability to deliver within the 2018/19 financial year
- Prepared to contribute to delivery of the ICURe pilot as currently designed and to work in partnership with SETSquared (and any other delivery partners), who will support capacity building within the new provider and undertake any necessary 'train the trainer'
- A delivery team based within the UK and the ability to operate within the geographical areas as indicated within the tender

4.3.2 Essential Requirements

It is essential that bidders must exhibit:

- An excellent appreciation of the objectives of the ICURe programme and the needs it is seeking to meet
- A high level of understanding, expertise and experience in UK academic research commercialisation – specifically within the team of nominated individuals
- A good understanding of the role of university Technology Transfer Offices (TTOs) and have the ability to engage commitment, support and the required input to the delivery of the programme from TTOs across the UK universities
- An appropriate level of staff resources: including programme management and leadership; project co-ordination and management; team and ECR support; administration of the VLE; event management etc.
- The experience and ability to deliver the ICURe Bootcamps, demonstrating the necessary level of expertise and resources including highly motivational leaders with relevant, first-hand experience of commercialisation including demonstrated leadership capabilities
- A demonstrated operational capability for programme delivery; including data management, finance, audit, risk management
- An understanding of the role of Business Mentors, in the context of the ICURe programme, with access to a network of appropriate individuals and the ability to secure their contribution to the ICURe pilot programme
- A demonstrated ability to work at pace
- The ability to deliver the Options Panel with non-biased/independent evaluators from the early stage investment community and entrepreneurs, who understand the process of research commercialisation

4.4 Operational

4.4.1 Timescale and Plan

The contract will start on 1st April 2018 and end on 31st March 2019. Bidders are required to include in their proposal a detailed plan describing the proposed programme of work, estimates of the resources, timescales, any other particulars required for successful delivery of the programme, and any key milestones.

4.4.2 Delivery

It is important that access to the proposed pilot programme is fair and transparent. The bidder must describe the formal procedure for accepting and prioritising applications providing details of the quality assessment. This must include how bidders plan to develop the pipeline of applicants and ensure sufficient high quality applications to meet the delivery targets.

4.4.3 Communications and External Interfaces

The successful bidder is expected to cooperate and adhere to the ICURe brand guidelines throughout their communications and external interfaces with customers and stakeholders.

4.4.4 People and Management

- Programme to be led, managed and directed by a Nominated Individual who will be ultimately responsible and accountable for the execution of any contract that shall arise as the result of this tender. This person will be the main contact for Innovate UK within the programme team. Any change or replacement of the Nominated Individual can only be made with the prior agreement of Innovate UK and their approval of the new, named Individual.
- In the submitted documents, please clearly identify this individual and provide evidence of their level of understanding, expertise and experience in UK academic research commercialisation
- Staffing plan to include: justification of number and allocation of staff, plans for staff development and training, information on how changes in key programme staff will be handled (short term cover, contingency plans for unexpected loss of key staff)
- Any subcontracting arrangements
- Innovate UK currently monitors the ICURe pilot programme by way of **monthly** meetings of the Project Implementation Team and **quarterly** meetings of the Project Steering Board. The Nominated Individual from each of the appointed Delivery Agents will be required to attend these meetings and may be accompanied by their deputy or one other key member of their team.

4.5 Performance and Reporting

The expectation of Innovate UK is that potential bidders will demonstrate their ability to meet the following KPIs through a clear project plan. KPIs will be discussed in more detail with the preferred bidders. KPIs should be reported on at the monthly management meetings. If the delivery partner is not able to meet the KPIs they should contact Innovate UK at the earliest opportunity to discuss the reasons for this. Innovate UK will assess the impact of the KPI failure with in the overall performance and delivery requirements of the contract which may affect the payment plan.

KPI	Indicator	2017/18 Target
1	Meet all agreed milestones and key deliverables in approved project plan	100%
2	Number of unique applicants to Cohorts run by the delivery partner	20 Applicants per Cohort (Minimum)
3	Number and percentage of applicants meeting standard ICURe criteria and threshold level for acceptance	Not less than 50% - validated by benchmarking against SETsquared assessment)

4	Teams with Business Mentors on entering Bootcamp	100%
5	Suitability of Business Mentors, as described in Section 4	80%
6	Average number of business engagements per Early Career Researcher	Target 65 cf SETsquared average 69
7	Participation in Bootcamps by all members of a team	100%
8	Satisfaction surveys by participants on completion of Bootcamps	80%
9	Active TTO engagement with individual teams in the programme: for example, regular meetings; provision of office accommodation; participation in the Bootcamp etc.	80%
10	Options Panel Members	Minimum of 4 participants from early-stage investment community and/or entrepreneurs
11	Business plans completed by prospective spin-outs to the standard necessary for submission to Innovate UK for competitive funding	100% within 3 months of Options Panel
12	Participants fully completing the programme, up to and including presentation to the Options Panel	90%
13	Timely and complete provision of data to SETsquared and Innovate UK for whole-programme reporting. Details to be agreed during the initial, capacity building stage of the contract	100%
14	Newbury Questionnaire Response rate	100% from ECR, 80% from PIs and 80% from Business Mentors at the start of the programme, after the Bootcamp and after the Options Panel meeting
15	Satisfaction survey of all participants on completion of the programme	90% response rate (Minimum) 75% average satisfaction (Minimum)

4.5.1 Complaints and Monitoring

Innovate UK requires a proposed delivery partner to have in place a process for dealing with user complaints and monitoring of user satisfaction. The bidder should give an explanation and provide details of the proposed feedback processes and how feedback will be used to help improve the programme.

4.5.2 Risk Management

Bidders are required provide details of the risk management strategy which they will have in place and to provide a fully completed risk matrix (see **Annex B**).

4.5.3 Dispute resolution and an escalation plan

A plan for resolving any contractual disputes between Innovate UK and the delivery partner shall also be provided at **Annex C**

4.5.4 Reporting

Innovate UK requires any successful bidder to complete a quarterly deliverables report to accompany an invoice each quarter. This must include quarterly and cumulative progress towards the agreed KPIs. In addition, successful bidders will be required to supply data (excluding commercially sensitive and financial data) to SETsquared to an agreed frequency and format that can be readily integrated into the routine reporting on overall programme performance.

4.5.5 Data storage, transfer and data analysis

Applicants are required to provide details of how they will capture, store, process and disseminate data for and in collaboration with other ICURe delivery partners and Innovate UK. Innovate UK expects that the proposed tools for data storage, handling and access will be included as part of the bid.

4.5.6 Finance

As described above, each team progressing through the ICURe programme has access to a maximum of £35k to cover the ECR salary for 3 months and Travel and Subsistence (T&S) to undertake the market validation. In addition, a proportion of teams has access to up to £15k additional funding to prepare a detailed business plan following the Options Panel. These funds will be managed by the contracted Delivery Partner and will be paid to the participating teams on an incurred and defrayed basis against set headings of allowable expenditure. This constitutes by far the largest component of the programme budget, and bidders are required to describe how it will be managed to ensure that funds-flow to the teams does not inhibit activity on the programme.

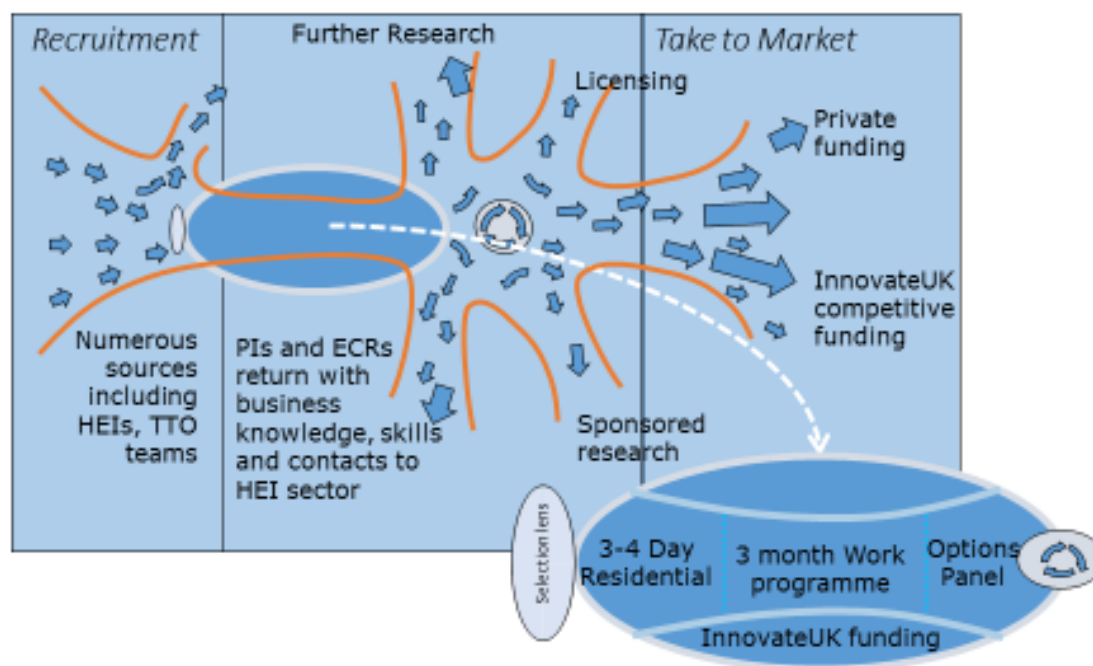
Bidders are required to provide a breakdown of their proposed total budget against headings that clarify which elements will vary according to the number of participating teams (such as 3 nights/4 days accommodation for the Bootcamp) and which are fixed, regardless of the number of participants. Each delivery partner must deliver two cohorts, each comprised of 10-15 teams aiming for a total of around 45 teams across both delivery partners. As a minimum, bidders should provide a breakdown against the following headings:

- Capacity building during months 1 to 3
- Programme management and delivery
- Programme administration
- Participating team costs: variable
- Bootcamp: fixed and variable
- Options panel: fixed and variable
- Sub-contracts

All costs associated with this should be shown on the pricing schedule AW5.2

Bidders must also provide an estimate of the time allocations for key staff, together with their role within the team.

Annex A: ICURe Current Programme Structure



The programme encompasses the following steps:

Programme Stage:	Purpose:
Application using a standard template: Early Career Researchers (ECRs) from individual universities put forward key research outputs that may have the potential for commercialisation, through whatever route.	An opportunity for ECRs in any academic discipline and all UK universities. The ECR must have been awarded their PhD and be within 5 years of the award. Secures early commitment: Each application must be supported by the university TTO and each named applicant is required to participate, with no substitutions.
Independent assessment using standard assessment criteria and scoring matrix: to identify those which have the potential to benefit from the programme.	Identify those where the concept has been sufficiently well proven within the university; have commercial potential (through whatever route); with an appropriately motivated team.
Assemble an 'entrepreneurial team': comprising the ECR, senior	Business mentors bring personal commercialisation experience and market

researcher and independent business mentor. Teams are grouped into Cohorts each of around 10 to 15 teams.	knowledge; providing objectivity, guidance and challenge for the ECR in developing the business model canvas and value proposition.
3-day intensive Bootcamp, based on custom-designed and developed training material: provides the team with entrepreneurial training and support to embark on a 3-month, hypothesis driven business model discovery process.	Tailored support to raise the commercial awareness and capabilities of the academic team. Provides an understanding of the elements of a business model canvas, the development of a value proposition, commercialisation strategy etc. Project plan and budget for the 3-month market validation are developed, tested and approved. Introduces key sources of support including KTN, IPO, SIN etc.
Intensive market validation: funding up to £35k over 3 months for the ECR to explore the market opportunities, develop and check ideas through around 100 face-to-face potential customer engagements and develop the business model canvas.	<p>Investigate and validate the presence and level of market demand; adjustments that may be needed to increase its value to potential customers; the nature and extent of any competition; potential price point; routes to market, sales channels etc.</p> <p>Acquisition of new commercial relationships enabling senior researchers to more rapidly evaluate the potential of future innovations and engage more effectively with the needs of potential industrial customers.</p> <p>University TTOs are expected to ensure full participation by the ECR and to resolve any local issues that might arise.</p>
Fortnightly teleconference	Throughout the market validation, ECRs participate in a fortnightly teleconference for their Cohort, run by the Delivery Partner and supported by the Virtual Learning Environment (VLE), to check progress, validate and share experience.
Presentation to the 'Options Panel': comprising representatives of the early stage investment community and entrepreneurs, who assess each proposition against a range of standard criteria and recommend the appropriate route to commercialisation; whether licencing, partnering or spinning out. Some teams are recommended to undertake further research.	<p>Preceded by a one day 'camp' for further refinement of the proposed business model</p> <p>Roughly equal proportions of teams have been recommended to spin-out, pursue licencing deals and undertake further research before commercialisation. About half of the spin-outs created have successfully applied for Aid for Start-Ups funding.</p> <p>Spin-outs are connected with local business incubation facilities, wherever possible, and with other Innovate UK opportunities, including the Investment Showcase.</p> <p>Teams recommended to pursue licence deals and further research are 'handed back' to their respective university TTOs/research offices for</p>

	on-going support.
Additional funding of £15k for 3 months and training in business plan preparation is offered to potentially scalable spin-out companies. The business plan forms the application for a competitively awarded Innovate UK 'Start-Up' grant (to be run and administered separately by Innovate UK).	<p>Funding keeps the ECR focussed on commercialisation through to company formation.</p> <p>Start-Up grant funding enables the company to build an experienced and commercially credible management team, and establish the technical foundations of the business; reduces the perceived technical and commercial risk for private investors and levers in subsequent angel and venture capital investment.</p> <p>Guidance and support in developing the business plan is provided by the ICURe Delivery Partner, or the host institution (depending upon the geography), as well as access to business incubation facilities.</p>
Ongoing monitoring, data capture, evaluation & case studies	For reporting purposes

The Contract duration shall be for a period of up to 12 months during F/Y 2018/19

Bidder clarification meeting (if required) will be held on 27th and 28th February 2018. Up to four Key personal who will be directly involved in providing the service on the contract will be expected to attend. Further information will be provided nearer the time.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Section 5 – Evaluation model

5.1 Introduction

5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.

5.1.2 The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2 Evaluation of Bids

5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION questionnaire

5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.

5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Payment of tax or social security
Selection Part B	SEL 2.9	Self cleaning
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	Case Studies
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive

Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4 The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.3.5 Questions marked 'for information only' do not contribute to the scoring model.

5.3.5 During the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

5.4.1 The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.4	Invoices
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Acceptance of Mandatory requirements
Quality	AW9.6	Dispute resolution and escalation plan

-	-	Request for Quotation response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.

5.4.3 The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.4.4 Questions marked 'for information only' do not contribute to the scoring model.

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20%
Planning	AW7.1	Planning- Project Plan	9%
Planning	AW7.2	Planning- staffing	9%
Planning	AW7.3	Planning – Subcontractors	3%
Planning	AW7.4	Planning – Risk Management	4%
Service Delivery	AW8.1	Service Delivery - application and assessment process	6%
Service Delivery	AW8.2	Service Delivery - Bootcamps	7%
Service Delivery	AW8.3	Service Delivery - Options panel	6%
Service Delivery	AW8.4	Service Delivery - business plan	3%
Service Delivery	AW8.5	Service Delivery - Technology Transfer Officers	5%
Service Delivery	AW8.6	Service Delivery – Innovation	3%

Project Management	AW9.1	Programme Management - KPI	7%
Project Management	AW9.2	Programme Management – supporting teams	5%
Project Management	AW9.3	Programme Management – relationships	5%
Project Management	AW9.4	Management of funds for the Participating teams	3%
Project Management	AW9.5	Programme Management – data	5%

Award Evaluation of criteria

Non-Price elements

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Evaluators will review and score bids individually before moderation to reach a consensus score. In the event that there is not a common consensus, individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: $\text{Score} / \text{Total Points} \times 50$ ($80/100 \times 50 = 40$)

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

5.5. Evaluation process

5.5.1 The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none">• RFP logged upon opening in alignment with UK SBS's procurement procedures.• Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none">• Check all Mandatory requirements are acceptable to the Contracting Authority.• Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none">• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none">• The Evaluation team may require written clarification to Bids
Re - scoring of the Bid, Clarifications and a meeting with key personnel	<ul style="list-style-type: none">• Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none">• The Contracting Authority will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none">• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at
<http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

6.2 The Award questionnaires are located within the e-sourcing tool.

6.3 Guidance on completion of the questions is available at
<http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 The Contracting Authority wishes to establish a Contract for the provision of Innovation to Commercialisation of University Research Pilot Programme (ICURe). The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB).
- 7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome the Contracting Authority intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services **and** services (including those similar to the services **covered** by this procurement) from any Supplier outside of this Contract.

- 7.1.10 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.18 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement;
 - 7.1.18.2 an invitation to submit any Response in respect of this procurement;

- 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.18.4 any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.20 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

- 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
- 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
 - 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.
- 7.3.6 The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this

tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

USEFUL INFORMATION LINKS

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

- 7.5.1 Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

7.6. Timescales

- 7.6.1 [Section 3](#) of the RFP sets out the proposed procurement timetable. the Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. The Contracting Authority's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.

- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority unless the Bidder can justify the reason for the delay.
 - 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.

- 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

- 7.11.2 Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

- 7.12.1 Any Bidder who:

7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

- 7.13.1 The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

7.14. Acceptance of the Contract

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 30 of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does

not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
- 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

7.15.7 The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

7.16.1 At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

7.17. Modification and withdrawal

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement , Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

- 7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where
 - 7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

7.19.1 The Contracting Authority reserves the right to:

- 7.19.1.1 cancel the evaluation process at any stage; and/or
- 7.19.1.2 require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

7.20.. Notification of award

- 7.20.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2 As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidders”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“supplies /services/works ”	means any supplies/services and supplies or works set out at within Section 4 Specification