

# Building Information Standards

Call for Competition

Order Form Reference: **prj\_3898 - Adult Social Care Provider Information Standards**

Responses to be submitted by: 10:00 hours 3<sup>rd</sup> February 2020

Responses must be submitted via Bravo only

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## GLOSSARY

In this CFC the following words and phrases have the following meanings:

<b>Buyer</b>	means the Health and Social Care Information Centre (known as NHS Digital) based at 1 Trevelyan Square, Leeds, LS1 6AE;
<b>Response Period</b>	means the stage of the Response process described in Section 4.2;
<b>Call-off contract</b>	means the call-off contractual document which comprises the terms and conditions and accompanying schedules, available on Delta, which has been developed by the Buyer and which will be entered into between the Buyer and the successful Supplier in order for the Services to be delivered;
<b>Response</b>	means the Supplier's formal offer in response to the CFC submitted to the Buyer following the Response Period;
<b>Revised Response</b>	means the Supplier's formal offer in response to the CFC submitted to the Buyer including any revisions or amendments following the Negotiation Phase;
<b>CFC</b>	means this invitation to negotiate;
<b>Negotiation Phase</b>	means the stage of the Response process described in Section 4.3;
<b>PCR</b>	Public Call-off contract Regulations 2015;
<b>Services</b>	means the security operations centre services which will be provided under the Call-off contract by the supplier;
<b>SQs</b>	means selection questionnaires which were completed by the Suppliers and returned to the Buyer for evaluation on 20 December 2017;
<b>Statement of Requirement</b>	means the document, available on Delta, which comprises the following worksheets: 1 Scoring guidance (tab 3) 2 Requirements (tab 4) 3 Scenarios (tab 5) 4 Scoring Summary (tab 6)
<b>Response</b>	means the Response or the Revised Response (as the context requires), <b>Responses</b> will be interpreted accordingly;
<b>Supplier</b>	means an organisation that is invited to submit a Response (which should be interpreted to mean a consortium party where relevant).

## **1. Instructions to Suppliers**

### **1.1 About these Instructions**

1.1.1 The purpose of this Call for Competition (CFC) is to invite you to provide a solution and price to fulfil the Buyer's requirement as set out in the accompanying Order Form. The instructions herein provide Suppliers with the information necessary to produce and submit a response which will be evaluated and may subsequently used to form a call-off call-off contract for the Services. They are designed to ensure that all Suppliers are given equal and fair consideration. Therefore it is important that Suppliers read this Call for Competition carefully and provide all of the information requested in the format specified.

1.1.2 This CFC :

1.1.2.1 Instructs Suppliers on how to submit their responses in accordance with this CFC;

1.1.2.2 sets out the overall timetable and process for the procurement to Suppliers;

1.1.2.3 provides Suppliers with sufficient information to enable them to submit a compliant response;

1.1.2.4 sets out the evaluation criteria that will be used to evaluate the responses; and

1.1.2.5 explains the administrative arrangements for the receipt of responses.

### **1.2 Background**

1.2.1 This CFC is being issued to all Suppliers under the Building Information Standards Dynamic Purchasing System which was made available for Supplier entry on the 15<sup>th</sup> October 2018 via advertisement in the Official Journal of the European Union 2018/S 202-459536 which invited expressions of interest in the form of completed SQs from Suppliers wishing to be considered as potential Suppliers for the provision of the Services.

## 2 General Notices

### 2.1 Conditions of Response

- 2.1.1 The issue of the CFC does not commit the Buyer to award a call-off contract to any person or party. The Buyer reserves the right to terminate the call-off competition process at any time and, insofar as permitted by the PCR, to award a call-off contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this CFC, or to reject any or all responses at any time. Nothing in this CFC should be interpreted as a commitment by the Buyer to award a call-off contract to a Supplier. The Buyer reserves the right, at its absolute discretion, to disqualify any Supplier that does not in the Buyer's opinion comply with the requirements of the CFC or any other requirement of the Buyer in connection with this procurement process that may from time to time be notified to the Supplier. The Buyer reserves the right to disqualify any Supplier that is guilty of misrepresentation in relation to its response, or the response process.
- 2.1.2 Neither the Buyer nor its officials or appointed agents or advisers makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the information provided in the CFC or in the documents available on Bravo. The CFC and the information on Bravo have been provided in good faith and all reasonable endeavours have been made, and will be made, to inform Suppliers of the requirements of the Buyer. Suppliers should form their own conclusions about the methods and resources needed to meet the Buyer's requirements. In particular, neither the Buyer nor any of its advisers accept responsibility for representations, negotiations or understandings in connection with this procurement made by the Buyer (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Suppliers are expected to carry out their own checks for verification.
- 2.1.3 Any expenditure, work or effort undertaken prior to the execution of any call-off contract is a matter solely for the commercial judgement of the Supplier. The Buyer will not reimburse any costs incurred by Suppliers in connection with preparation of their response to the CFC nor any negotiations or preparations of the final call-off contracts.
- 2.1.4 Recipients of the CFC in jurisdictions outside the UK should inform themselves about and observe any applicable legal requirements in their jurisdictions in addition to relevant legal requirements in the UK.
- 2.1.5 The Buyer reserves the right at any time to issue further supplementary instructions, amendments to the instructions, and amendments to the information contained in the CFC and in the documents available on Bravo as it shall in its absolute discretion think fit at any time prior to the deadline for receipt of Responses. Where amendments are significant, the Buyer may at its discretion extend the deadline for receipt of Responses.

### 2.2 Communications

- 2.2.1 Suppliers must make no direct contact with any Buyer employee. All communication with the Buyer shall be via Bravo. All questions for the Buyer must be raised either through the clarification process outlined in Section 4.2.3.1 (*Clarifications*).
- 2.2.2 Each Supplier shall appoint a suitable person who will be responsible for all communications with the Buyer via Bravo and who shall ensure prompt response to any query from the Buyer.

### 2.3 Errors or omissions in the CFC

If a Supplier believes that this CFC or any of the accompanying documentation and instructions contain an error, omission, or are otherwise unsound, the Supplier shall immediately notify the Buyer in writing, via Bravo, with supporting rationale.

### 2.4 Canvassing

- 2.4.1 Any Supplier who:
- 2.4.1.1 directly or indirectly attempts to obtain information from any member, employee, agent or call-off contractor of the Buyer concerning the process leading to the award of the call-off contract;
  - 2.4.1.2 directly or indirectly attempts to obtain information from any member, employee, agent or call-off contractor of the Buyer concerning any other Supplier or proposed Supplier; or
  - 2.4.1.3 directly or indirectly canvasses any member, employee, agent or call-off contractor the Buyer concerning the award of the call-off contract,

may be disqualified from the response process by the Buyer.

## 2.5 Collusion

- 2.5.1 The Supplier's attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Supplier found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any civil remedy available to the Buyer or criminal liability which the conduct of the Supplier may attract.
- 2.5.2 Suppliers shall be disqualified, (without prejudice to any civil remedy available to the Buyer or criminal liability arising from the conduct), if it is found that they have taken any action that:
- 2.5.2.1 fixes or adjusts the amount of its response by or in accordance with any agreement or arrangement with any other Supplier; or
  - 2.5.2.2 communicates to any person other than the Buyer the amount or approximate amount of its proposed response or information that 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 for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
  - 2.5.2.3 enters into any agreement or arrangement with any other potential Supplier that either shall refrain from responding or as to the amount of any response to be submitted.

## 2.6 Bribery

Any Supplier who offers 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, any act or omission concerning this response process shall be disqualified. Disqualification will be without prejudice to any civil remedy available to the Buyer or criminal liability which the conduct of the Supplier may attract.

## 2.7 Confidentiality

- 2.7.1 Operating fair competition procedures relies on complete confidentiality of costing structures and any other information that may have a direct bearing on the competition outcome. It is therefore mandatory that such information is not disclosed to any third party before the call-off contract is awarded and Suppliers are notified. Any breach of this confidentiality may render a response invalid, except where information is shared with named sub-call-off contractors (who are themselves bound by flowed-down obligations of confidentiality) or essential information to cover the requirements of either insurance companies/brokers or financial information requirements is requested by the Buyer, prior to the official responding process being carried out.
- 2.7.2 All information supplied by the Buyer to a Supplier must be treated in confidence and not disclosed to third parties except insofar as this is necessary to enable the Supplier to respond to the CFC and, in the case of being awarded the call-off contract, to perform that call-off contract.
- 2.7.3 All Responses will be held in confidence by the Buyer and used solely for the purpose of determining the Suppliers' suitability for meeting the requirements for the provision of the Services. By participating in this procurement process, Suppliers understand and agree, and shall procure that all others whose information is supplied to support their response agree, that the Buyer is permitted to disclose all information submitted to it to the United Kingdom Parliament or any other Buyer, office or agency of Her Majesty's Government in the United Kingdom and their Ministers, servants, agents and advisers and in accordance with Sections 2.9 and 2.10.
- 2.7.4 This CFC and its Appendices and Schedules shall remain the property of the Buyer and must be returned or destroyed upon demand.

## 2.8 Conflicts of Interest

- 2.8.1 Suppliers are responsible for ensuring that there are no conflicts of interest between them, their advisers, their consortium parties and their sub-call-off contractors on the one hand, and the Buyer on the other. The Buyer reserves the right to disqualify a Supplier where there is an actual or potential conflict of interest. A Supplier must notify the Buyer of any conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

- 2.8.2 Suppliers are responsible for ensuring that no conflicts of interest exist between their appointed advisers and the Buyer and its agents. Any Supplier which fails to comply with this requirement may have its response to the Order Form disqualified at the discretion of the Buyer.

## 2.9 Transparency

Suppliers should be aware that, should they be awarded the call-off contract, the content of the call-off contract may be published by the Buyer to the general public in line with government policy set out in the Prime Ministers Letter of May 2010.

Before publishing the call-off contract, the Buyer shall redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

## 2.10 Freedom of Information Act

- 2.10.1 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Buyer (at the Supplier's expense) to enable the Buyer to comply with these Information disclosure requirements. "Information" has the meaning given under section 84 of the FOIA.
- 2.10.2 The Buyer shall be responsible for determining at its absolute discretion whether the information submitted by a Supplier is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- 2.10.3 The Supplier acknowledges that the Buyer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:
- 2.10.3.1 without consulting with the Supplier, or
  - 2.10.3.2 following consultation with the Supplier and having taken its views into account.
- 2.10.4 The Supplier acknowledges that any notification provided by it outlining Confidential Information are of indicative value only and that the Buyer may nevertheless be obliged to disclose Confidential Information in accordance with FOIA or the EIR. "Confidential Information" means any information which has been designated as confidential by either the Buyer or the Supplier in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information.

## 2.11 Exclusion of Liability

The Buyer accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Supplier in preparing for or participating in this response process, howsoever arising (whether under call-off contract, tort or under any statutory provision or otherwise) including under any implied call-off contract between the Buyer and any Supplier arising by virtue of this response process.

## 2.12 Copyright

The copyright in the CFC and the Order Form and any other documents provided is vested in the Crown and may not be reproduced or copied without the prior written consent of the Buyer. The CFC, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned or destroyed upon demand.

## 2.13 Publicity

Suppliers acknowledge and accept that they should not make any public statement or issue any press release related to this procurement without the Buyer's express prior written consent.

## 2.14 Changes in Circumstances

- 2.14.1 Each Supplier is required to notify the Buyer of the occurrence of any of the events listed below immediately upon becoming aware of any event:

- 2.14.1.1 any change to its corporate structure (including change of control) or the structure of the Supplier entity from that set out in their SQ (including new consortium members or sub-call-off contractors);
  - 2.14.1.2 any other changes to the information provided to the Buyer in the SQ and in any clarifications; or
  - 2.14.1.3 any other changes to its circumstances (in particular its financial circumstances), or the basis of its Response, which may be expected to influence the Buyer's decision on the suitability of that Supplier entity to implement the Call-off contract.
- 2.14.2 The Buyer reserves the right to request and re-evaluate SQ information at any point during the CFC stage and before call-off contract award.
- 2.14.3 The Buyer reserves the right to disqualify a Supplier following any change in circumstance, or to impose such conditions as it considers appropriate.

## **2.15 Jurisdiction and Governing Law**

Any dispute arising in connection with this procurement shall be governed by English law. If the Call-off contract is awarded as a result of this procurement process, the terms and conditions shall be subject to English Law and it shall be construed accordingly for responseing purposes. The English Courts shall have exclusive jurisdiction to settle any dispute arising in connection with this procurement.

**3 Procurement Timetable**

<b>Activity</b>	<b>Dates</b>
Invitation to Tender release	20 <sup>th</sup> January 2020
Clarification Question Deadline	12 noon on 27 <sup>th</sup> January 2020
Response Submission Deadline	10:00 hours on 3 <sup>rd</sup> February 2020
Response Evaluation	3 <sup>rd</sup> to 7 <sup>th</sup> February 2020*
Standstill Starts	10 <sup>th</sup> February 2020*
Standstill Ends	Midnight 20 <sup>th</sup> February 2020*
Call-off contract Award*	21 <sup>st</sup> February 2020
*Subject to Change	

## 4 CFC Instructions

### 4.1 Call For Competition

- 4.1.1 It is envisaged that the Call For Competition will consist of three phases: (1) Response Period and (2) Response Evaluation and (3) Call-off contract Award.

### 4.2 Phase 1 - Response Period

- 4.2.1 All Suppliers who have been accepted onto the BIS DPS have been invited to take part in the Response Period of the procurement.
- 4.2.2 The Response Period begins on 20<sup>th</sup> January 2020 upon issue of the ITT and will run until the submission of Responses at 10:00 hours on 3<sup>rd</sup> February 2020.
- 4.2.3 The Response Period is the period during which Suppliers must generate their response. During the Response Period the Supplier may raise Clarification Questions to the Buyer as follows:

#### 4.2.3.1 Clarifications

During the Response Period, Suppliers may raise clarification questions to the Buyer. This includes a matter relating to this CFC on which the Supplier requires clarification. Clarification Questions (CQ's) should be raised and submitted to the Buyer via Bravo. Enquiries made by telephone or through other channels will not be accepted. The Buyer will endeavour to respond to CQs within three working days.

Any clarification sought which is directly related to a Supplier's solution, and/or is commercially sensitive, should be clearly identified as such. If the Buyer agrees with this statement, the response will not be released to the other Suppliers unless the Buyer has first secured the originator's agreement in writing to do so or the commercially sensitive information is removed. All other CQs and the Buyer's responses will be released to all Suppliers to ensure fair competition is maintained. The source of individual questions will not be identified.

CQs which reveal errors or deficiencies in the CFC documentation shall not be subject to any restriction on dissemination.

Final CQs must be received no later than **12 noon on 27<sup>th</sup> January 2020** prior to the Response return date. This is to enable the Buyer time to disseminate responses to non-commercially sensitive questions to all Suppliers. The Buyer reserves the right not to respond to clarification questions received after that time.

- 4.2.4 A check-list describing what Suppliers should include in their Response is set out in Section 5.1..

### 4.3 Phase 2 – Response Evaluation

- 4.3.1 An evaluation of the Responses will be undertaken based on the criteria as set out in Sections **Error! Reference source not found.** to **Error! Reference source not found.**

### 4.4 Phase 3 - Call-off contract Award

- 4.4.1 Following the evaluation, the preferred Suppliers will be identified.
- 4.4.2 The Buyer reserves the right to award a call-off contract for some of the supplier deliverables, unless the Supplier specifically opposes this in its response or state any minimum order quantities.
- 4.4.3 Any alteration or amendment to the requirements set out in the Order Form shall not form part of any resultant call-off contract unless specifically agreed to in writing by the Buyer prior to the award of Call-off contract.
- 4.4.4 Call-off contract award is subject to the formal approval process of the Buyer. Until all necessary approvals are obtained no Call-off contract will be entered into.
- 4.4.5 Once the Buyer has reached a decision in respect of a call-off contract award, it will notify all Suppliers of that decision and, where relevant, invoke a standstill period in accordance with PCR before entering into any Call-off contract.
- 4.4.6 It is a condition of responding that the winning Supplier holds their response open for acceptance for a period of 90 days. This starts from the day on which the Buyer announces its decision to award the Call-off contract to the winning Supplier.

## 5 Response Content and Submission

### 5.1 Response Checklist

- 5.1.1 All responses must be submitted electronically via Bravo by **10:00 hours on 3<sup>rd</sup> February 2020**. Late Responses will not be accepted. Any other method of delivery will not be accepted.
- 5.1.2 All responses must include the following information in order to be considered compliant:
  - 5.1.2.1 Completed responses to all Questions asked.
  - 5.1.2.2 Completed versions of the mandatory Schedules listed in the Order Form.
  - 5.1.2.3 Completed versions of any optional Schedule listed in the Order Form which has been selected by the Buyer
  - 5.1.2.4 A completed Commercially Sensitive Information table as set-out at Part C of the order Form.
  - 5.1.2.5 A completed Data Processing table as set out at Part C of the Order Form where Joint Schedule 8 has been selected.

### 5.2 Response Requirements

- 5.2.1 All response documents must be drawn up in the English language
- 5.2.2 All response must be submitted in the form laid out in the Order Form.
- 5.2.3 All responses must be submitted in A4 format, in MS Word and in Arial font size 11. MS Excel may be used for submission of Pricing Schedules where additional information over and above that requested in the Order Form needs to be submitted.
- 5.2.4 All documents requiring a signature must be signed:
  - 5.2.4.1 where the Supplier is an individual, by that individual;
  - 5.2.4.2 where the Supplier is a partnership, by two duly authorised partners;
  - 5.2.4.3 where the Supplier is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose; or
  - 5.2.4.4 where the Supplier is a consortium of two or more organisations, by duly authorised representatives of each consortium member.
- 5.2.5 Suppliers should electronically sign and date their Response.

## 6 Scoring and Evaluation Approach

### 6.1 Tender Evaluation Questions and Criteria

6.1.1 This document provides an overview of the methodology which will be used by NHS Digital to evaluate tender responses received by the stated deadline, including the methodology and scoring mechanism which NHS Digital will apply.

6.1.2 Evaluation of written tender responses will take place in three separate stages:

- Qualification envelope (pass/fail)
- Technical envelope (overall weighting 70%)
- Commercial envelope (overall weighting 30%)

### 6.2 Tender Evaluation Process

6.2.1 NHS Digital's evaluation process for each envelope is explained below:-

#### 6.2.2 Qualification Envelope

NHS Digital will check each tender response to ensure it is compliant against the qualification envelope questions. Any non-compliant tender responses will be excluded from the procurement at this stage.

#### 6.2.3 Technical Envelope (Weighting 70%)

An evaluation panel will be convened to assess tender responses surviving the qualification envelope. Each evaluator will:

- evaluate individually in isolation, without conferring with other evaluators, by applying the stated criteria
- allocate a mark, along with their rationale, in accordance with the marking scheme explained in this document

6.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:

The consensus marker will:

- review the marks allocated by the individual evaluators together with their rationale for awarding the marks
- arrange for the evaluators to meet and discuss the marks they have allocated
- facilitate discussion among the evaluators regarding the marks awarded and the related rationale
- record the consensus mark and the rationale for the consensus mark in to Bravo

6.2.5 The consensus process will continue until all responses have been consensus marked.

6.2.6 This will complete evaluation of the technical envelope stage 1.

#### 6.2.8 Commercial Envelope (Weighting 30%)

The commercial envelope will not be opened until the technical envelope evaluation Stage 1 is completed. Those involved in qualification or technical envelope evaluation will have no knowledge of financial envelope submissions.

6.2.9 After opening of the commercial envelope, price submissions will be entered into Bravo.

6.2.10 The commercial envelope score will be added to the technical envelope stage 1 score to determine the total weighted score for each surviving tender response.

**6.2.11 Award of Contract**

6.2.12 We will offer contracts to appoint the highest weighted scoring supplier.

6.2.13 Any contract award is subject to formal signature by both parties providing any pre-conditions are met e.g. certificates, statements and other means of proof where potential providers may have relied on self-certification.

**6.3 Qualification Envelope**

6.3.1 Work through all the questions contained within the qualification envelope. These are generally yes/no confirm/can't confirm and some which ask for information about your organisation.

6.3.2 Some questions are mandatory and require a response. All such questions are indicated throughout the qualification envelope response form.

6.3.3 If you do not provide a response to any applicable question of the qualification envelope your tender may be deemed to be non-compliant.

6.3.4 If your tender is deemed to be non-compliant, it will be rejected and excluded from further participation in this procurement.

**6.4 Technical Envelope**

6.4.1 A summary of all the questions contained within the technical envelope, along with the marking scheme and maximum score available (where appropriate) for each question is set out below.

6.4.2 The technical envelope has an overall weighting of **70%**.

6.4.3 Each technical envelope question to be evaluated has a weighting applied to it as shown in this document. The individual question weighting is a percentage of the overall envelope weightin

6.4.4 Each technical envelope question will be scored on the following basis:-

<b>Response</b>	<b>How well does the response demonstrate an understanding of NHS Digital service requirements?</b>	<b>Score</b>
Non-Compliant	<p>Poor / incomplete response, with limited confidence of requirement(s) delivery</p> <p>The evidence offered suggests (as appropriate):</p> <ul style="list-style-type: none"> <li>• Serious gaps in necessary information;</li> <li>• Limited understanding of the issues and requirements of the Framework Agreement; &amp;/or</li> <li>• Clear misunderstandings of the objectives.</li> </ul>	0
Weak	<p>Lacking in substance with only some confidence of adequate requirement(s) delivery</p> <p>The evidence offered suggests (as appropriate):</p> <ul style="list-style-type: none"> <li>• Low level of relevant information and detail provided; &amp;/or</li> <li>• Concerns around the practicality, resource, methodology and expertise of the proposals.</li> </ul>	25
Acceptable	<p>Reasonable response with some confidence the majority of the requirement(s) being delivered</p> <p>The evidence offered suggests (as appropriate):</p>	50

	<ul style="list-style-type: none"> <li>• A reasonable level of detail with an understandings of the objectives; &amp;/or</li> <li>• A reasonably suitable and appropriate with partially worked-up methodological approach.</li> </ul>	
Good	<p>Good response with good confidence of majority of the requirement(s) being delivered</p> <p>The evidence offered suggests (as appropriate):</p> <ul style="list-style-type: none"> <li>• A good level of detail with an understandings of the objectives; &amp;/or</li> <li>• A suitable, appropriate and fully worked-up methodological approach.</li> </ul>	75
Excellent	<p>Excellent response with confidence of majority of the requirement(s) being delivered</p> <p>The evidence offered suggests (as appropriate):</p> <ul style="list-style-type: none"> <li>• An excellent level of detail with an understandings of the objectives; &amp;/or</li> <li>• A suitable, appropriate and fully worked-up methodological approach.</li> </ul>	100

6.4.5 The score of 0, 25, 50, 75 or 100 refers to the percentage of the maximum available mark for each technical envelope question to be scored as below.

Score	Percentage of the maximum mark available
0	0% of the maximum mark available for the question
25	25% of the maximum mark available for the question
50	50% of the maximum mark available for the question
75	75% of the maximum mark available for the question
100	100% of the maximum mark available for the question

#### 6.4.6 Technical Envelope Questions

The technical envelope questions are as set out below. They are repeated in the Bravo portal, which is where you should enter your response to each one. All Providers must answer all of the questions below.

<b>Question 1 - Qualification</b>	<b>Weight: 50%</b>
Please provide an overview of why you, as an organisation, are qualified to perform this work.	
<p><b>Response Guidance:</b> Your response must clearly demonstrate:-</p> <p>Your organisations capabilities and why the organisation are best placed to support the aims of the work package deliverables including:</p> <ul style="list-style-type: none"> <li>• Details of your experience in the review, development and uplift of professional information standards</li> </ul>	

- The extent of the clinical and professional expertise you employ and/or can access including information on the range of expertise held in health and adult social care
- Any relationships with third parties whom you may work with to deliver products and/or provide advice to ad-hoc queries
- Knowledge and understanding of in standards development in areas of interoperability, particularly HL7 and FHIR
- The clinical and professional resources you with utilise ad-hoc requests for advice in relation to clinical, and professional standards
- Must be able to demonstrate a clear understanding of the Adult Social Care sector and how it operates, and how it works with the health sector
- Must have evidence of having assured an adult social care professional information standard.

Your response should focus on the component parts of the question as above.

You should refrain from making generalised statements and providing information not relevant to the topic.

Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas.

**Response Limit**

Your written response to this question is limited to three pages. A page is defined as one side of A4, font size Arial 12pt, single line spacing and minimum margin width of 2cm

Anything in excess of the page limit will not be evaluated.

<b>Question 2 - Approach and Ways of Working</b>	<b>Weight: 25%</b>
Please provide details of your delivery approach and ways of working.	
<p><b>Response Guidance</b></p> <p>Your response must clearly demonstrate how, as a supplier:</p> <ul style="list-style-type: none"> <li>• You would develop and maintain positive relationships between your professional and clinical network and the Pathfinder projects to develop the professional information standards from the common use cases. How you will quality assure the professional information standards, including your governance routes and processes.</li> <li>• What would you do if the proposed standard is not endorsed by your organisation; please include consideration of the evidence you would be able to provide in this instance.</li> <li>• How you will manage communications when an uplifted professional information standard is published</li> <li>• Please explain how you will inform requirements for ensuring that :               <ul style="list-style-type: none"> <li>○ IG &amp; clinical governance assurance is provided</li> <li>○ Clinical safety of proposals are validated</li> <li>○ GDPR compliance is ensured</li> <li>○ Consultation is appropriate to the ask for each information standard being reviewed and uplifted</li> </ul> </li> <li>• Please explain intended arrangements for documentation management review and approval with the asset owner of the standard</li> </ul>	

- The approach that will be taken, post uplift, to ensure the professional information standard remains current with the latest practice and terminology
- Please describe the approach you will deploy to provide informed advice and expert opinion for ad-hoc queries from the customer when specialist clinical and/or technical advice is requested

Your response should focus on the component parts of the question as above.

You should refrain from making generalised statements and providing information not relevant to the topic.

Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas.

**Response Limit**

Your written response to this question is limited to three pages. A page is defined as one side of A4, font size Arial 12pt, single line spacing and minimum margin width of 2cm

Anything in excess of the page limit will not be evaluated.

Question 3 - Delivery Plan	Weight: 25%
<p>Please provide a high level (one page) overview of your delivery plan for this work. It should be such that a senior manager can gain a picture of the main steps, providing the reader with enough confidence that you understand how to deliver the requirements.</p>	
<p><b>Response Guidance:</b></p> <ul style="list-style-type: none"> <li>• The plan must include appropriate milestones for delivery based on a proposed schedule of review for a typical information standard requiring uplift</li> <li>• Detail the key deliverables and tasks you shall undertake to achieve the objectives when conducting a review and uplift of information standards</li> <li>• How you propose to manage risks, communicate issues and seek consensus with information asset owners of information standards</li> <li>• Inclusion of mitigation and contingency plans.</li> </ul> <p>Your response should focus on the component parts of the question as above.</p> <p>You should refrain from making generalised statements and providing information not relevant to the topic.</p> <p>Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas.</p>	
<p><b>Response Limit</b></p> <p>Your written response to this question is limited to one page. A page is defined as one side of A4, font size Arial 11pt, single line spacing and minimum margin width of 2cm</p> <p>Anything in excess of the page limit will not be evaluated.</p>	

## 6.5 Commercial Envelope

- 6.5.1 The commercial envelope has an overall weighting of **30%**.
- 6.5.2 The successful tenderer's pricing proposal will be inserted at Schedule 6 (Commercial Schedule) of the contract document.
- 6.5.3 Section 3.1.1 of the Commercial Envelope contains a field for you to insert your pricing proposal.
- 6.5.4 Please download and complete the document attached at 3.2.1 in the Commercial Envelope to provide a breakdown of the Fixed Total Price submitted in 3.1.1
- 6.5.5 The total amount (total cost) should be entered at 3.1.1.
- 6.5.6 Your proposed pricing will be scored by the following methodology:-

**(Lowest Price Tendered/ Tender Price) x Maximum Score Available**

Below is a worked example based upon 100 being the Maximum Score Available

Potential Provider	Price Submitted	Score Calculation	Maximum Score Available	Score Awarded
Potential Provider A	£1,000	$\text{£1,000} / \text{£1,000} \times 100$	100	100
Potential Provider B	£2,000	$\text{£1,000} / \text{£2,000} \times 100$	100	50
Potential Provider C	£2,500	$\text{£1,000} / \text{£2,500} \times 100$	100	40

## 6.6 Abnormally Low Responses

- 6.6.1 The Buyer reserves the right to disqualify any response which it considers to be priced at abnormally low levels. An abnormally low price is considered to be one which:
  - 6.6.1.1 appears much lower by comparison to the prices of other Responses or the Buyer's 'should cost' estimate;
  - 6.6.1.2 is unlikely to cover the Supplier's costs, even with efficient working; or
  - 6.6.1.3 seriously calls into question the Supplier's understanding of the requirement or ability to perform the Call-off contract satisfactorily.

- 6.6.2 If the Buyer deems that a Supplier has submitted a price, or part of a price, that is abnormally low, it shall investigate the unrealistically low price and contact the Supplier to request an explanation of, and information pertaining to, the offer, or those parts of the offer, which the Buyer believes is abnormally low.
- 6.6.3 Upon receipt of the information, the Buyer shall assess and fully consider the information and evidence provided by the Supplier to verify if the offer, or those parts of the offer, is valid, or should be classified as abnormally low.