**Request for Quotation**

**Service Desk Management System – Nacro**

**September 2019**

**Return Date of Tender: Friday 27 September at 5pm**

Dear Sir / Madam:

We kindly request you to submit your submission to our Request for Quotation.

This period of engagement is subject to agreement but we expect this to be initially for 3 years following an implementation phase. Your response should include the following completed documents:

**ANNEX A Pricing Schedule**

**ANNEX B Service Details**

**Declarations 1, 2, 3 and 4**

Bidders should respond to each of the numbered elements above detailing how their solution will meet Nacro requirements. Bidder responses should be completed using a minimum font size of 10 and follow the numbering format provided.

**Proposals may be submitted on or before the 5pm on Friday 27th September via E- Mail, to** [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

It shall remain your responsibility to ensure that your response will reach Nacro on or before the deadline. Responses received after the deadline indicated above, for whatever reason, may not be considered for evaluation.

Please take note of the following additional requirements and conditions pertaining to the supply of the above-mentioned good/s or services

|  |  |
| --- | --- |
| Method of RFQ Submission: | **RFQ – Service Desk Management System – Nacro**  Submit your details and offer as an signed electronic file to [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk) on or before **5pm on Friday 27th September 2019** |
| Currency and tax | UK pound sterling net of VAT |
| Non-Disclosure | Contractor(s) will enter into a Confidentiality and Non-Disclosure agreement with Nacro as a condition of this Contract |
| Payment terms | 30 days of receipt of a valid invoice |
| Conditions for release of payment | Services as per Contract deliverables |
| Evaluation Criteria | As defined in this RFQ |

1. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the in the document and/or any other annexes providing details of Nacro’s requirements
2. The quotation that complies with all of the specifications and requirements and achieves value for money shall be selected. Any offer that does not meet the requirements shall be rejected.
3. Any Purchase Order / Contract that will be issued shall be subject to the General Terms and Conditions herein attached hereto.
4. Nacro is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.
5. Nacro reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for Nacro ’s action. Nacro shall neither be obliged to award the contract to the lowest price offer.
6. Nacro implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against Nacro, as well as third parties involved in Nacro activities

Yours sincerely

Nacro

**Section 1**

**Instructions and Information**

**Service Desk Management System – Nacro**

**Deadline for Tender Responses: Friday 27th September 2019, 5 p.m.**

# 

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. Nacro reserves the right to vary this timetable. Any variations will be published or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and invitation to tender issued | 13th September 2019 |
| Deadline for questions relating to the tender | 5 pm on 19th September 2019 |
| Responses to questions published | 24th September 2019 |
| Deadline for receipt of tender | 5pm on 27th September 2019 |
| Short listing | 30th September 2019 |
| All suppliers alerted of outcome | 1st October 2019 |
| Supplier interviews | 7th - 11th October 2019 |
| Contract awarded | 16th October 2019 |
| Contract start date | TBC |

The contract will be for an initial period of **three** years (**subject to early termination on notice**) but may be extended by Nacro in accordance with the terms of the contract.

# Procedure for Submitting Tenders

Please send your tender to [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

For questions regarding the procurement process, please [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

Tenders will be received up to the time and date stated. Please ensure that your tender is submitted not later than the appointed time on the appointed date. Nacro does not undertake to consider tenders received after that time. Nacro requires tenders to remain valid for a period indicated in the specification of requirements.

Nacro shall have the right to disqualify you from the procurement process if you fail to complete your response, or if you do not return all documentation and declarations requested in this ITT. Nacro shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

All questions should be submitted by 5 **pm on 19th September 2019** questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of **20th September 2019** and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then consider that reply when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from Nacro any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and conditions applying to this Invitation to Tender

Nacro’s conditions of Contract will apply to this contract. These can be obtained by contacting [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

# Further Instructions to Contractors

Nacro reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 12pm on 27th September. Where amendments are significant, Nacro may extend, at its discretion, extend the deadline for receipt of tenders.

Nacro reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process.

Contractors should also note that, in the event a tender is considered fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

By issuing this invitation, Nacro is not bound in any way, does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be returned

* Annex A : Pricing schedule
* Annex B : Service Details
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 4: Code of Practice

|  |
| --- |
| **Section 2**  **Specification of Requirements**  **Service Desk Management System – Nacro**  **Deadline for tender responses: 27th September 2019** |

# Introduction

# Nacro, is a registered charity (Registered No. 226171) a company limited by guarantee (Registered No. 00203583) and a Registered Provider of Social Housing (Registered No. 4781)

# Nacro, ‘the social justice charity’, is dedicated to reducing crime and reoffending in communities across England and Wales. We design and deliver programmes that equip people with the skills, advice, attitude and support they need to move their lives on and move away from crime. Our services include housing, education and training, substance misuse, offender management, a resettlement helpline and advice service and work with employers to help them recruit safely. We also work closely with government, public and private sector partners, using our experience on the ground to establish and pilot the best ways of reducing crime in local neighbourhoods, as well as using our knowledge of what works to reduce crime to help inform policy.

# We design and deliver programmes that equip people with the knowledge, skills, advice, attitude and support they need to move their lives on and move away from crime. Our areas of work include:

# Education: we equip young people with the skills they need to get back into education, training or employment.

# Housing: we support young people, homeless people and offenders to find somewhere to live and to develop independent living skills.

# Health: we work with individuals and the community, offering interventions to people so they can not only recover from drug or alcohol dependence but also start to contribute actively and positively to the community.

# Justice: we work with offenders in the courts, in prisons and in the community, managing the offender journey in a way designed to minimise the risk of reoffending. We provide practical advice and support on resettlement matters to offenders, their families and practitioners; and offer advice, training and consultancy on assessing risk and managing the recruitment and retention of staff with criminal convictions.

# Nacro operates with an elected Council of Trustees who oversee and provide strategic direction. The Chief Executive officer leads an Executive Leadership Team (ELT) consisting of a Director of Finance and Corporate services, a Director of Housing, a Director of Human Resources and Organisational Development, Director of Health & Justice, and a Director of Education/Education Principal.

# REQUIREMENTS

**Background**

Nacro is seeking to procure a Service Desk Management System which meets the needs of our HR and ICT Teams. Currently ICT uses Spiceworks to manage their requests for service; HR does not currently utilise software to manage requests for service.

Although the HR and ICT Teams will be using the System independently, there are common workflows, such as the starters, leavers and movers process, where both teams will be working on the same ticket.

**System Requirements**

The system we procure must adhere to ITIL principles and use, or be compatible with, SQL.

The system must be cloud based and have an administration portal for agents and have a self-service portal where users can access a knowledge base and make requests for services.

The user self-service portal must be easy to use and configurable to only show available options for the user. The administration portal must be easy to use and segregated so agents can only see the tickets which have been assigned to them.

Nacro users have accounts and email in the below domains. These domains are in separate AD forests and there are no domain trusts in place. For security reasons direct integration with nacrobass.org.uk will not be possible, user access will be manually assigned. Users in the other domains will need SSO functionality in order to access the self-service portal, raise tickets, and raise email ticket requests. Our preferred method of authentication is ADFS/SAML. Each domain has this already configured and in use for other services. A technical explanation of how this functionality will be achieved is required.

Nacrobass.org.uk

Nacro.org.uk

Totton.ac.uk

Nacro.ac.uk

Nacro has 30 agents who will be using the system and 900 users. Training will need to be provided to all agents using the system. Nacro will be responsible for training the users but the successful supplier will need to cover the self-service portal in the agent training.

The system must use Active Directory Authentication and pull in all fields, such as job title, contact details, and sign in with their account/Nacro password.

**Data to be migrated into the system**

* Nacro’s Active Directory
* User guides to form the knowledge base
* Nacro’s Asset Register

**PLEASE NOTE:** No existing Tickets will be migrated into the system.

**Functional Requirements – ‘Must Haves’**

**Ticketing –** Tickets will need to be raised via the agent directly into the system or by the user via email or the self-service portal.

The system must allow for agents to be split into different user groups with certain agents belonging to multiple groups. Permissions must work at group and user level with agents only having access to tickets and information that are relevant to them. The system must have the ability to assign a ticket to a specific agent and easily reassign tickets if the agent is unavailable or if the ticket needs reallocating to a different group or agent.

The system must be integrated with email and use automated processes to inform the user that their ticket has been received, assigned, and closed.

The system must have the ability to link tickets so relevant tickets can be associated with each other.

The system must have the ability to quickly log tickets and have predesigned templates for tickets that are logged frequently. The system must allow for Nacro to develop the predesigned templates without support from the supplier and training will be needed on how to do this.

The system must allow tickets to be paused or put on hold in instances where agents are awaiting actions from the user or another third party which will pause the Service Level Agreements against the ticket.

Automated workflows must be able to be created which will assign actions to specific agents or groups in a manged way.

**Knowledge Management**

We have the requirement for the system to provide a comprehensive knowledge base which users can access through the self-service portal and agents can access through the administration portal. The knowledge base must be able to be developed by Nacro as we change our technology or as a way for agents to record and share information related to ticket resolving. The knowledge base bust have a search function.

**Asset Management**

The system must allow Nacro to record and manage all of our hardware and software. Hardware must be able to be assigned to an individual user and keep a record of all tickets raised against that device with the outcome. The system must be able to reassign hardware to a different user.

**Change Management**

The system must assist change management so that transition or transformation of ICT or HR processes or technologies can be well managed, record and allow for Nacro to control the change through appropriate workflows and management authorisation.

**Problem Management**

The system must allow for Nacro to apply problem management to prevent incidents from happening or to minimize the impact of incidents that have happened. As previously stated, the system must allow for linked tickets so incidents can be linked where applicable. The knowledge base must enable agents to quickly add incident resolves. Incident reports must allow for analysis to identify trends or significant problems.

**Reporting**

The system must have comprehensive reporting functionality which can identify trends, significant problems, record and report on incidents, report on Service Level Agreements and monitor agents’ workloads.

**Service Level Agreements**

The system must allow for Service Level Agreements to be applied and send notifications to the relevant manager and agent when the SLA is due to be missed.

**Security**

The system must comply with GDPR and use permissions to ensure that access to sensitive information can be kept private.

**Support**

The Supplier must provide a support service included in the tender price/ cost of the contract.

**Functional requirements – ‘Could haves’**

1. The system could integrate with other systems, these are:

* PRTG network monitoring
* Open HR
* Microsoft Exchange

1. The system could automate customer satisfaction surveys.
2. The system could have an announcement function to inform users of any necessary information.

# Budget

The annual budget for the system is estimated to be below **£12,000 PER ANNUM** excluding VAT. The budget for implementation, consultancy, configuration, training and expenses is estimated to be also below **£12,000 one off cost** excluding VAT. Cost will be a criterion, against which bids will be assessed. Nacro is a charity so any charity discounts that may be available, should be applied.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

Nacro aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Contractors are invited to submit priced tenders.

Nacro will select the bidder that scores highest against the criteria and weighting listed below:

**Conflict of interest:** pass/fail.

Nacro standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest.

Conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the award of a contract or that appointment.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest.

The process by which this is managed in the procurement process is as follows:

* **During the bidding process, organisations may contact Nacro to discuss whether their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published (in a form that does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
* **Contractors are asked to sign and return Declaration 3 (page 20) to indicate whether any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
* **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest that may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in Nacro’s right to terminate any contract awarded.

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

|  |  |  |
| --- | --- | --- |
| **Description** | **Weighting** | **Description/Requirement** |
| Conformance to Mandatory Requirements | Pass/Fail | Submissions which do not, in the opinion of Nacro, meet the Pass/Fail criteria set within the Tender document will not be taken forward to any subsequent stages of the Tender evaluation. |
| Conformance to ‘Could haves’ requirements | 10% | Could have requirement must still be within the estimated project budget. |
| Experience | 10% | Previous experience of working in similar capacity.  Please include details of references |
| Value for money/Price | 50% | The supplier must provide an economically sound and commercially attractive proposal. |
| Implementation approach | 20% | The supplier must provide a robust implementation plan, including process development, technical configuration, project management approach and training plan |
| Support service | 10% | The supplier must explain the support helpdesk arrangements that are included as part of the contract. |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring for Pricing Evaluation**

Scoring for the cost effectiveness will take into account the value offered by the proposal and will therefore take into account staff effort and total price offered.

There will be a maximum of 5 marks:

Best value bid receives 5 marks

2nd best valued bid receives 4 marks

3rd best valued bid receives 3 marks

4th best valued bid receives 2 marks

5th best valued bid receives 1 mark

All other bids receive 0 marks

**Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. We want to know:

1. If your system meets all functional requirements.
2. If your system meets any of the ‘Could haves’ requirements.
3. About your experience.
4. About your approach for implementation, including process implementation, technical configuration, project management and training plan.
5. Why you feel your system offers value for money.
6. Support arrangements within the contract.

Complete the price schedule attached at Annex A, specifying the annual price offered (including-VAT) and full implementation, configuration and training costs you will charge.

**Bid Presentations**

After reviewing and evaluating the written proposals, Nacro will select a minimum of 3 tender responses and invite shortlisted suppliers to present their system.

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

|  |
| --- |
| **Section 3**  **Further Information on Tender Procedure**  **Service Desk Management System – Nacro**  **Deadline for Tender responses: 27th September 2019 at 5pm** |

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) and the General Data Protection Regulations (GDPR) under the Data Protection Act 2018 and any information collected, processed and transferred on behalf of Nacro and in particular personal information, must be held and transferred securely**.**

**Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to Nacro**.

Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of Nacro is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* Procedures for storing both physical and system data;
* data back-up procedures;
* Procedures for the destruction of physical and system data;
* How data is protected;
* Data encryption software used;
* Use of laptops and electronic removable media;
* Details of person/s responsible for data security;
* Policies for unauthorised staff access or misuse of confidential/personal data;
* Policies for staff awareness and training of DPA;
* Physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of Nacro. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Nacro will disqualify your tender from being considered and may constitute a criminal offence.

|  |
| --- |
| **Section 4**  **Declarations to be submitted by the Tenderer**  **Service Desk Management System – Nacro**  **Deadline for Tender Responses: 27th September 2019 at 5pm** |

# Declaration 1: Statement of non-collusion

To: Nacro

1. We recognise that the essence of competitive tendering is that Nacro will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than Nacro the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: Nacro

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by Nacro for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by Nacro we may be required to secure a Deed of Guarantee in favour of Nacro from our holding company or ultimate holding company, as determined by Nacro in their discretion.

6. We understand that Nacro is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

To Nacro:

I have nothing to declare with respect to any current or potential interest or conflict in relation to this tender (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*:

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to):

* A professional or personal interest in this tender
* A close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify Nacro straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances, Nacro is required to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671); |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

**Annex A: Pricing Schedule**

# Please provide your very best pricing offer based on the information and facts presented within this Invitation to Tender.

Please make sure that you ask for any clarification that you may require prior to the deadline so that you are able to price this contract effectively and appropriately.

Nacro reserves the right to ask any supplier for clarification if their pricing structure is abnormally high or low.

Nacro reserves the right to exclude suppliers from this procurement exercise if, following clarification, they are not satisfied that the supplier has submitted a price which accounts for all the facts of this Invitation to Tender.

Nacro reserves the right to benchmark the prices under this contract through the whole life of the contract to ensure that the contract consistently presents the best value for money. This benchmarking includes both the price achieved following energy purchase and the commission levied by the Contractor for delivery the Services.

This pricing structure forms the only basis under which commission and fees can be charged under this contract. Any payments demanded under this contract not contained within this pricing structure will not be paid. Suppliers should ensure that any concerns with this pricing structure are raised prior to the deadline for supplier clarification questions.

**Full ANNUAL price offered**

|  |  |
| --- | --- |
|  | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Full implementation, configuration and training costs**

|  |  |
| --- | --- |
|  |  |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Annex B: Service Details**

|  |  |
| --- | --- |
| Please describe how your system meets the full requirements. Please cover the technical details regarding access by the 4 Nacro domains.  (No more than 500 words) |  |
| Please describe if your system meets any of the could have requirements.  (No more than 500 words) |  |
| Please tell us about your experience  (no more than 200 words) |  |
| Please explain your approach for implementation including process implementation, technical configuration, project management and training.  (No more than 500 words) |  |
| Please describe how you feel your system offers value for money.  (No more than 200 words) |  |
| Please explain your ongoing support arrangements  (No more than 200 words) |  |
| Please provide details of two referees |  |