



Request for Proposal

Request for Proposal (RFP) on behalf of The UK Space Agency (UKSA)

Subject: The Provision of Space Surveillance & Tracking Data

Sourcing Reference Number: PS21078 UKSAC21_0014

Table of Contents

Section	Content
1	<u>About UK Shared Business Services Ltd.</u>
2	<u>About the Contracting Authority</u>
3	<u>Working with the Contracting Authority.</u>
4	<u>Specification and about this procurement</u>
5	<u>Evaluation model</u>
6	<u>Selection and award questionnaires</u>
7	<u>General Information</u>
Appendix 'A'	Glossary of Terms

Section 1 – About UK Space Agency

The UK Space Agency wants the UK to lead the new space age, with the benefits of space reaching everyone. We are developing a comprehensive UK space strategy to set a bold vision for the UK in space and co-ordinate government investment in this growing industry.

The Covid-19 outbreak is an unprecedented challenge facing the UK and the rest of the world, and we recognise that there will be impacts on the space sector. The UK Space Agency is working closely with the space industry, universities and partners across the government to respond to the crisis and to ensure we emerge stronger than ever.

We have **five goals** which will drive our work over the course of the year (2020/21):

1. **Growth** – drive and sustain **UK space sector growth**
2. **Science** - deliver space-based infrastructure that enables **world-class science**
3. **Capabilities** – ensure the UK government has access to capabilities that are integral to our **national safety, security and Critical National Infrastructure**
4. **Global** - increase the **UK's global influence in science, security and trade** through space
5. **UKSA** - Ensure **an effective UK Space Agency** which is a great place to work, supported by strong governance

UK Space Agency key achievements include:

- **The UK space sector is an economic success story** – generating an income of £14.8 billion, employing 42,000 people and supporting a further £300 billion of economic activity through the use of satellite services.
- **The UK Space Agency is encouraging further growth** by seizing the opportunities presented by the new space age, such as the increasing global demand for Earth Observation data, space launch services and the falling cost of satellites and space technologies.
- **Space can help Government achieve its ambitions for the UK's prosperity and knowledge, security and defence, and global influence.** A new National Space Council has been created to provide leadership on space policy and investment across government and is overseeing development of a new space strategy.
- **Brexit does not affect our ongoing role in the European Space Agency.** The UK made ambitious investments in future ESA programmes in November 2019. This will cement our leading role in ESA, help us develop our national capabilities and contribute to exciting new science and exploration missions.
- **The Government's spaceflight programme** – LaunchUK - will kick-start small satellite launch and sub-orbital flight from UK spaceports. The UK Space Agency is supporting projects to deliver the first commercial launches, while Government is also legislating to provide a modern regulatory framework through the Space Industry Act 2018.
- **We are developing world-class facilities** including the National Space Propulsion Facility in Westcott and the National Satellite Test Facility in Harwell (supported by £99m funding), as well as business incubators in more than 20 locations to support British start-ups hoping to grow into successful space companies.
- **We are using the UK space sector's research and innovation strengths** to deliver sustainable economic or societal benefits to developing nations and economies through our International Partnership Programme (IPP) - a £30M per year programme funded by the BEIS Global Challenges Research Fund (GCRF).

Section 2 – Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;
Names and contact details of employees proposed to be involved in delivery of the contract;
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All submissions in connection with this tender exercise will be retained for a period of (7) years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of (12) years from the date of contract expiry.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the UK or European Economic Area (EEA)

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
0303 123 1113
casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is:

UK Space Agency

You can contact the Data Protection Officer at:

UKSA Data Protection Officer, UK Space Agency, Polaris House, North Start Road, Swindon SN2 1SZ. Email: GDPR@ukspaceagency.gov.uk

UK Shared Business Serviced Ltd Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Space Agency Polaris House Swindon SN2 1SZ
3.2.	Buyer	Joe Hobbins
3.3.	Buyer contact details	Commercial@ukspaceagency.gov.uk
3.4.	Estimated value of the Opportunity	<p>Lot 1 Estimated Total Value is not to exceed £332K excluding VAT (maximum of £166K from contract award to 31 Mar 2022 and a further maximum of £166K from 1 Apr 2022 to 31 Mar 2023 subject to budgetary approval).</p> <p>Lot 2 Estimated Total Value is not to exceed £749K excluding VAT (maximum of £333K from contract award to 31 Mar 2022 and a further maximum of £416K from 1 Apr 2022 to 31 Mar 2023 subject to budgetary approval).</p>
3.5.	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available here.</p> <p>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.</p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	25/06/2021
3.7.	Date RFP available to Bidders on Contracts Finder	25/06/2021
3.8.	Bidder conference (if relevant)	Not applicable
3.9.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	21/07/2021 11.00
3.10.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	23/07/2021 14.00
3.11.	Closing date and time for Bidder to request RFP documents	30/07/2021 14.00
3.12.	Closing date and time for Bidder to submit their response (' the deadline ').	02/08/2021 11.00

3.13.	Clarifications and / or site visits (if required)	Not applicable
3.14.	Notification of proposed Contract award to unsuccessful bidders	17/08/2021
3.15.	Anticipated Contract Award Date	31/08/2021
3.16.	Commencement of Contract	01/09/2021
3.17.	Completion of Contract	31/03/2022 with two options to extend the contract by 6 months each (a further 12 months in total). Latest expiry date 31/03/2023.
3.18.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

1. Introduction

The UK Space Agency (UKSA) is an Executive Agency of the Department for Business, Energy & Industrial Strategy (BEIS). It is responsible for UK civil space strategy and provides a clear, single voice for UK space ambitions. At the heart of UK efforts to explore and benefit from space, it is responsible for ensuring that the UK retains and grows its world leading strategic capabilities in space-based systems, technologies, science, services and applications.

The UK Space Agency (UKSA) works with the Ministry of Defence (MOD) to develop our National Space Surveillance and Tracking (SST) capabilities to monitor and warn of hazardous space events. The UKSA and MOD are seeking to enhance the UK's awareness of events in space and further develop sensor data and digital and analytical techniques needed to grow the UK's domestic space domain awareness (SDA) capabilities.

Accurate data on the position, velocity or trajectory of objects is essential to mitigating the risks from man-made objects in space. UKSA are seeking to procure SST data from both national and international suppliers to assess the risk of in-orbit collisions and monitor UK licensed spacecraft. The procurement of SST data follows a [Prior Information Notice](#) issued by the UK Space Agency in October 2020 to better understand market appetite and capability to supply SST data.

2. Aims & Objectives

The UKSA are seeking to partner with reliable SST data suppliers, with extensive knowledge of space domain awareness, to procure SST data and assess how supplementary sensor data can be combined with current data sources to improve civil UK SST capability.

The UKSA seeks to procure SST data which is:

- High quality: accurate and precise data on the position, velocity or trajectory of space objects
- Timely: responsive sensor collection to data delivery time.
- Assured: persistent observations and high data availability per object.

3. Background to the Requirement

The space economy is experiencing unprecedented growth, driven by an exponential rise in the number of new satellites in orbit to now almost 1000 per year. Space debris and the rising congestion in space operations threatens to limit the use of Earth's orbit and is increasing the risk of satellite collisions. The UKSA and the MOD are working to bring together data and analysis from defence, civil and commercial space users to ensure UK satellites can continue to operate safely and sustainably.

The UK is enhancing its national SST capability needed to monitor and warn of hazardous events in orbit. The SST capability is required now to maintain the UK's ability to monitor our interests in space and to provide services, such as collision avoidance information, to SST users. Pilot SST services are already available to Government users and will be offered to commercial operators licensed in the UK from

2022. Supplementary SST data will complement existing data sources and support the delivery of these national SST services.

4. Scope

The UK Space Agency invite suppliers to submit tenders for the provision of SST data, by which we mean data related to the position, velocity or trajectory of objects in Earth orbit provided by sensors such as (but not limited to) telescopes, radars or laser. This does not include other Space Domain Awareness (SDA) or Space Situational Awareness (SSA) data, for example space weather or near-earth object data.

The UK currently licences a global satellite fleet of 367 satellites. This comprises 72 satellites in geostationary orbit (GEO), 20 satellites in medium earth orbit (MEO) and 275 satellites in low earth orbit (LEO). The number of UK satellites in LEO is expected to increase significantly in the coming months, expanding the size of the UK fleet to circa 600 by March 2022. UKSA requires data to survey and track this satellite fleet and any catalogued resident space object (RSO) which has a perceived risk greater than 0.1% of colliding with a UK space objects.

The procurement is separated across 2 Lots as follows:

- Lot 1: SST data in Deep Space (MEO, GTO, GEO)
- Lot 2: SST data in Low Earth Orbit (LEO)

Each Lot consists of:

- A core element for Routine List-Based Tasking to track UK licensed RSO
- An optional element for Event-Based Tasking to track UK licensed RSO and/or secondary space objects posing a hazard to UK RSO to be 'called off' (requested on an ad-hoc basis as required by the UKSA).

Both Routine Tasking and Event-Based tasking will be required for the duration of the contract. Suppliers may bid and be awarded contracts for both lots or one lot. Only one contract will be awarded for each Lot. The optional element is for UKSA to take up, but it is mandatory for Suppliers to submit bids for both Routine Tasking and Event-Based tasking on any Lot they choose to bid for. Suppliers are also encouraged to set out any available cost savings that may be achieved across Lots.

Event-based Tasking

Event-based tasking requests will be issued by the UKSA when a High-interest event (HIE) or Critical event (CE) is detected.

Event	High Interest	Critical
Description	A HIE is defined by UKSA as a close approach detected by the UK SpOC when any catalogued RSO has a perceived risk greater than 0.1% of colliding with a UK licensed object OR any manoeuvre by a UK licensed RSO that has not been notified to UKSA.	A CE is defined by UKSA as a close approach detected by the UK SpOC when any catalogued RSO has a sustained (>24hrs) risk greater than 1% of colliding with a UK licensed object OR any manoeuvre where a threat list RSO has manoeuvred to where UK RSOs are at an increased risk.
Estimated number of events per month*	~30 LEO <5 Deep Space	~5 LEO <5 Deep Space

*Due to the nature of space surveillance, the number of tasking requests that will be issued in both Deep Space and LEO will vary on a monthly basis and with increasing satellite numbers. Tasking in Deep Space will primarily be Routine List-Based but occasional Event Based Tasking will be required. See full requirements for procurement in Section 5.

5. Requirement

Data requirements are structured into “General requirements” for the procurement and “specific requirements” applicable to individual Lots.

General requirements (Lot1 and Lot2)	
<i>Sensor operations</i>	The supplier must manage or delegate management of all sensor operations, maintenance, calibration and sustainment for the duration of the contract.
<i>Data coverage</i>	Suppliers must be able to provide SST data on all or a subset of UK licensed RSO objects for the duration of the contract. Whilst suppliers do not need to be able to observe all UK satellites to bid they must be able to provide coverage on a minimum of 50 per cent of the Registered Space Objects detailed in the Registry of UK Space Objects or Annex A to the Scenario Pricing Guidance document for list of UK RSO within scope The coverage criteria in the technical assessment will be scored according to the number of UK objects that can be observed in the requested orbital regime (Deep Space/LEO). As the UK satellite fleet is forecast to grow over the contract period, the UKSA will work with the successful supplier to agree changes to the list of RSO objects to be observed on a monthly basis.
	Suppliers must provide a specific listing and evidence of the UK licensed objects which can be observed. See Registry of UK Space Objects or Annex A to the Scenario Pricing Guidance document for list of UK RSO within scope.
<i>Data Delivery</i>	Data must be delivered electronically to a Client-specified server, or by e-mail if the Client-specified server is unavailable.
	Suppliers should be available to respond to event-based tasking requests Monday-Sunday between the hours 9.00-17.00 (GMT/GMT+1). If suppliers wish to deviate from these hours, or particular working hours are subject to additional fees, this must be clearly specified.
	Suppliers will accept tasking requests by UKSA or affiliated entities and subcontractors.
	Our preferred data format is specified in the Interface Control Document (ICD) (Annex A). UKSA may also accept other International Tracking Data

	Message (TDM) standard format defined by the Consultative Committee on Space Data Standards (CCSDS). If you wish to deviate from the ICD this must be specified.
	Suppliers must specify any internal Quality Control (QC) and verification and validation (V&V) processes undertaken.
<i>Data Sharing</i>	Suppliers must agree to authorise HMG and affiliated entities and subcontractors to issue reports of orbital events, based on analysis of data, with no restrictions on distribution.
	Suppliers must agree to authorise HMG and affiliated entities and subcontractors to share raw data within UK government (central departments, agencies, Statutory Corporations and arms-length bodies).
	Suppliers will not hold any liability for the quality and accuracy of such data where the data has been provided to a Third Party.

Specific Requirements

Lot1: SST data in Deep Space (MEO, GTO, GEO)

Contract for routine delivery of positional data (TDMs) on standing tasking list of UK licensed spacecraft and delivery of event-based tasking data:

Criteria	LOT1	
Orbital Regime	GEO, GTO, MEO (2000km - 36,000km)	
Sensitivity	Suppliers must be able to routinely detect and provide data on targets ~1m in size	
	Routine List-Based Tasking	Event-Based Tasking
Coverage	Standard tasking list of UK RSO (circa 92 satellites - potentially increasing by ~10 satellites by March 2023).	Single UK RSO and/or secondary RSO including space craft or space debris in intersecting orbits posing a hazard
Persistence	Objects revisited once per week	On-demand. At least one tasking per event
Availability	Routine delivery	Ad-hoc/Real-time
	Data must be delivered no later than 72hrs from sensor collection	3hrs to accept/reject tasking request from time of issue (within working hours)
		<i>High Interest Event:</i>

		Data should be delivered no later than 24hrs after accepting tasking request
		<p><i>Critical Event:</i></p> <p>Rapid response collection. Suppliers must work on a best endeavours' basis to deliver data as quickly as possible after accepting tasking request and data should be delivered no later than 24hrs after accepting the tasking request.</p>

Lot 2: SST data in Lower Earth Orbits (LEO)

Contract for routine delivery of positional data (TDMs) on standing tasking list of UK licensed spacecraft and event-based tracking data

Criteria	LOT2	
Orbital Regime	LEO (<2000km)	
Sensitivity	Suppliers must be able to routinely detect and provide data on targets ~10cm in size (1U cubesats)	
	Routine List-Based Tasking	Event-Based Tasking
Coverage	Standard tasking list of UK RSO (circa 275 satellites increasing to circa 500 satellites by March 2022)	Single UK RSO and secondary RSO in intersecting orbits posing a hazard.
Persistence	Objects revisited three times per week	On-demand. At least once per event
Availability	Routine delivery	Ad-hoc/Real-time
	Data delivered no later than 72hrs from sensor collection	3hrs to accept/reject tasking request within working hours
		<p><i>High Interest Event:</i></p> <p>Data should be delivered no later than 24hrs after accepting tasking request for High Interest Event</p>
		<p><i>Critical Event:</i></p> <p>Rapid response collection. Suppliers must work on a best endeavours' basis to</p>

		deliver data as quickly as possible after accepting tasking request and data should be delivered no later than 24hrs after the request was issued
--	--	---

Key Performance Metrics

The Key Performance Indicators listed below shall be used to measure the performance of the Services provided by the supplier. The specific targets for each KPI will be agreed with the supplier upon contract award and will not form part of the bid assessment. The supplier shall provide the service in such a manner as will ensure that the achieved KPI in respect of the Service is equal to or higher than such a specific Target KPI set. The supplier shall monitor its performance against each Target KPI and shall send UKSA a monthly report detailing the achieved KPIs. Where a Target KPI is not met, the monthly report should include a detailed description to explain the reason for the failure.

KPI	Routine List-Based Tasking Data	Event-Based Tasking Data
1	Number of days sensor has been available for tasking per month	Number of tasking requests accepted per month
2	Number of days/nights sensor has been utilised for this contract per month	Average time taken to accept request per month
3	Total number of observations delivered per month	Average time taken from issue of tasking request to delivery of data for HIE (rolling metric updated monthly)
4	Number of unique UK RSO/ RSO observed per month	Average time taken from issue of tasking request to delivery of data for CE (rolling metric updating monthly)
5	Number of times each UK RSO has been observed per month	Average number of observations received per tasking request
6	Average positional precision of observations	Average positional precision of observations
7	Average timestamp precision of observations	Average timestamp precision of observations

6. Timetable

The deliverables are the SST data collected and delivered to UKSA, or affiliated entities and subcontractors. Data will be delivered electronically to a Client-specified server, or by e-mail if the Client-specified server is unavailable, in the agreed format at the time of contract award. Frequency and timeliness of deliverables will be in accordance with the requirements specified for each Lot.

The Supplier will be providing data to the UKSA SST team, as well as the Orbital Analysts who currently deliver civil operations in the UK SpOC. The supplier will accept tasking operations by e-mail from UKSA or affiliated entities and subcontractors. The supplier will additionally provide a monthly summary report of performance against agreed KPI metrics. A suggested timeline is provided below:

Milestone	Success Criteria	Suggested Date
MS0: Contracts signed		September 2021
MS1: Sensor Kick-off meeting	Meeting held with key members of UKSA to agree deliverables & Target KPIs	September 2021
MS2: Data Acceptance	Data passes UKSA initial validation checks	September 2021
MS3: Performance monitoring	Monthly performance report	Ongoing
MS4: Initial contract ends	Performance report against KPIs	March 2022
MS5: Optional contract extension 1	Contract extended (subject to budget approval)	March 2022
MS5: Optional contract extension 2	Contract extended (subject to budget approval)	September 2022
MS6: Contract Ends		March 2023

Contract Detail

- The contract will have an initial term from 1st September 2021 to 31st March 2022. There will be two options included to extend the contract by up to a further 12 months (6 months, plus a further 6 months), subject to budgetary approval from 1st April 2022 until 31st March 2023. The successful supplier will need to have the capacity to adapt to flexible needs and be able to mobilise promptly where necessary.
- The estimated total budget range for Lot 1 is up to £166K for 2021/2022 and a further £166K for 2022/23.
- The estimated total budget range for Lot 2 is up to £333K for 2021/2022 and a further £416K for 2022/23.
- Additional funding will be subject to contract extension in accordance with the Terms & Conditions.

Costing the Proposal

- Please see further guidance contained within the AW5.2 Pricing Schedule and AW5.2 Pricing Scenario Guidance
- All Pricing should be firm and fixed

ANNEX A: Interface Control Document

Block			Field	Occurrence	Format	Validation
Header (exactly 1)			CCSDS TDM VERS	1	n.n	Present and matches regexp
			CREATION DATE	1	YYYY-MM-DDTHH:MM:SS	Present and matches regexp
			ORIGINATOR	1	string	Present, string within max length and ASCII printable characters
			META START	1	"META START"	Keyword - denotes start of block
Body (exactly 1)	Segment (1 or more)	Meta (exactly 1)	TIME SYSTEM	1	GPS/SCLK/TAI/UTC	Check valid literal
			START TIME	0..1	YYYY-MM-DDTHH:MM:SS	If present, matches regexp
			STOP TIME	0..1	YYYY-MM-DDTHH:MM:SS	If present, matches regexp
			PARTICIPANT 1	1	string	Present, string within max length and ASCII printable characters (expect Int'l Des)
			PARTICIPANT 2	1	X Y Z (COATS/GEOF/HERL/STARBROOK-T/O/CASTR)	
			MODE	0..1	SEQUENTIAL/SINGLE DIFF	If present, matches one of valid values
			ANGLE TYPE	0..1	AZEL/RADEC/XEYN/XSYE	If present, matches one of valid values
			DATA QUALITY	0..1	RAW/VALIDATED/DEGRADED	If present, matches one of valid values
			REFERENCE FRAME	0..1	EME2000/ICRF/ITRF2000/ITRF-93/ITRF-97/TOD	If present, matches one of valid values
			TIMETAG_REF	0..1	TRANSMIT/RECEIVE	If present, matches one of valid values
			PATH	0..1	1, 2/2, 1, 2/3, 2, 1/1, 2, 3, 4	If present, matches one of valid values

			<u>CORRECTIONS APPLIED</u>	<u>0..1</u>	<u>YES/NO</u>	<u>If present, matches one of valid values</u>
			<u>CORRECTION ANGLE 1</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>CORRECTION ANGLE 2</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>CORRECTION DOPPLER</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>CORRECTION RANGE</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>CORRECTION RECEIVE</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>CORRECTION TRANSMIT</u>	<u>0..1</u>	<u>numeric - various</u>	
			<u>TRANSMIT BAND</u>	<u>0..1</u>	<u>S/X/Ka/L/UHF</u>	
			<u>RECEIVE BAND</u>	<u>0..1</u>	<u>S/X/Ka/L/UHF/VISIBLE/SWIR/MWIR/LWIR</u>	
			<u>RANGE UNITS</u>	<u>0..1</u>	<u>km/s/RU</u>	
			<u>META STOP</u>	<u>1</u>	<u>"META STOP"</u>	
						<u>If present, string within max length and ASCII printable characters</u>
		<u>Data (exactly 1)</u>	<u>COMMENT</u>	<u>0..N</u>	<u>string</u>	
			<u>DATA START</u>	<u>1</u>	<u>"DATA START"</u>	
			<u>RANGE</u>	<u>0..1</u>	<u>YYYY-MM-DDTHH:MM:SS nnnn.nnnn</u>	<u>If present, matches regexp</u>
			<u>ANGLE 1</u>	<u>0..1</u>	<u>YYYY-MM-DDTHH:MM:SS nnnn.nnnn</u>	<u>If present, matches regexp</u>
			<u>ANGLE 2</u>	<u>0..1</u>	<u>YYYY-MM-DDTHH:MM:SS nnnn.nnnn</u>	<u>If present, matches regexp</u>
			<u>DATA STOP</u>	<u>1</u>	<u>"DATA STOP"</u>	

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 and Award criteria as clearly defined in the e-sourcing tool.

5.3. SELECTION questionnaire

- 5.3.1. The selection questionnaire will be solely marked against Mandatory pass/ fail criteria
No scoring criteria will be used at the Selection phase.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD

Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	9.2	Systems to manage supply chain
Section 9	9.3	Procedures for resolving disputes
Section 9	9.5	Meeting the requirements of the code/standards
Section 9	9.6	Confirmation of 30 days payment
Section 9	9.7	Payments to supply chain
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	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.	

- 5.3.2. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.4. 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 achieve a Pass of 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	LOT 1 AW5.1 LOT 2 AW5.1	Firm and fixed price
Quality	LOT 1 AW6.1 LOT 2 AW6.1	Compliance to the specification including capability to provide a minimum of 50% coverage of the Registered Space Objects
Quality	LOT 1 AW6.2 LOT 2 AW6.2	Variable Bids
-	-	Request for Proposal 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 stage of due process 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 – LOT 1

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	LOT 1 AW5.2	Price	30%
Quality	LOT 1 PROJ1.1	Supply of SST data and coverage of observations	17.5%
Quality	LOT 1 PROJ1.2	Data collection and processing systems (Data Quality)	14%

Quality	LOT 1 PROJ1.3	How SST data is supplied (Timeliness)	17.5%
Quality	LOT 1 PROJ1.4	Data supply resilience (Assurance)	10.5%
Quality	LOT 1 PROJ1.5	Wider benefits to the UK	10.5%

Award Scoring criteria – LOT 2

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	LOT 2 AW5.2	Price	30%
Quality	LOT 2 PROJ1.1	Supply of SST data and coverage of observations	17.5%
Quality	LOT 2 PROJ1.2	Data collection and processing systems (Data Quality)	14%
Quality	LOT 2 PROJ1.3	How SST data is supplied (Timeliness)	17.5%
Quality	LOT 2 PROJ1.4	Data supply resilience (Assurance)	10.5%
Quality	LOT 2 PROJ1.5	Wider benefits to the UK	10.5%

Award Evaluation of criteria

Non-Price elements

Each question will be evaluated 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 or cannot meet the needs of the requirement effectively.
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. The response includes a full description of techniques and measurements currently employed.
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. Please be aware that there may be multiple evaluators. If so, their 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 evaluated 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: $\text{Score/Total Points} \times 50$ ($80/100 \times 50 = 40$)

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 and Clarifications	<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.
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 **how to register and use the e-sourcing portal** are is available at <http://www.uksbs.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.uksbs.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 Space Surveillance & Tracking Data. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a Services Contract being procured under the Open Procedure.
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 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. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies 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 (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. 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.
- 7.1.10. The services covered by this procurement exercise have been sub-divided into Lots.

Lot	Description	Number of successful suppliers required for this lot
Lot 1	SST data in Deep Space (MEO, GTO, GEO)	One
Lot 2	SST data in lower earth orbits (LEO)	One

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> 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 problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> 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.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. 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.
- 7.1.14. 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
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. 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.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. 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.

- 7.1.18. 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.
- 7.1.19. 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.
- 7.1.20. 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.
- 7.1.21. 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

- [Contracts Finder](#)
- [Find a Tender](#)

- [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 to 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 Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 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, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 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 that the reason for the delay is solely attributable to the Contracting Authority
 - 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.

- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

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 two days 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 Delta eSourcing 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 9 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.

Section 7 – General Information

What makes a good bid – some simple do's 😊

DO:

- Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority
- Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.
- Do complete all questions in the questionnaire or we may reject your Bid.

Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.

Do check and recheck your Bid before dispatch.

What makes a good bid – some simple do not's Ⓜ

DO NOT

Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.

Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.

Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.

Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.

Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.

Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.

Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.

Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.

Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.

Do not exceed word counts, the additional words will not be considered.

Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.

Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

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
“Bidder(s)”	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 Find a Tender Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement 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
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“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
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“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.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“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(s)”	means the organisation awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification