

Request for Proposal

Request for Proposal (RFP) on behalf of: **Innovate UK**

Subject: **The Provision of Acceleration Services for Internet of
Things Hardware Businesses**

Sourcing reference number: **PR16032**

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

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

Putting the business into shared services

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

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

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Customers.

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

Section 2 – About Our Customer

Innovate UK

The Innovate UK is the UK's innovation agency – driving innovation to boost economic growth. As well as investing in programmes and projects (£1bn investment budget 2008-2011), much of Innovate UK's work is in spreading knowledge, understanding policy, spotting opportunities and bringing people together to solve problems or make new advances. Innovate UK offer support and funding to help business develop new products and services - and bring them closer to market.

Innovate UK aim is simple – to accelerate economic growth by stimulating and supporting business-led innovation.

Success Stories

- A successful partnership with Strathclyde University has led to rapid growth at Glasgow business Clyde Space and the award of a contract by the UK Space Consortium for testing, construction and assembly of UKube-1, the UK's first CubeSat system.
- Start-up business Snap Fashion founded by 25-year-old computer science graduate has attracted £300k in private investment and launched an innovative search engine, website and iPhone app on the market after taking part in the 2011 Tech City Launchpad competition.
- With sustained support from Innovate UK, Fife company PowerPhotonic has perfected novel techniques for mass producing tiny lenses that get all the individual beams coming from a laser pointing in the right direction. High powered industrial lasers now have a sharper cutting edge thanks to lenses made in Scotland that focus their light into brighter beams - and the repercussions will be far-reaching.

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Innovate UK North Star House North Star Avenue Swindon SN2 1UE
3.2	Buyer	UKSBS Ltd North Star House North Star Avenue Swindon SN2 1FF Attn: Allan Evett, Major Projects Procurement
3.3	Buyer contact details	Email: allan.evett@uksbs.co.uk Mobile: +44 (0)7917 839163
3.4	Estimated value of the Opportunity	£754,582 GBP (split between two successful bidders)
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	30/03/2016
3.7	Date RFP available to Bidders	Contract Notice published date
3.8	Bidder conference (if relevant)	Not applicable
3.9	Latest date / time RFP clarifications should be received through Emptoris	12:00hrs GMT on 25/04/2016

3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	27/04/2016 17:00 hrs GMT
3.11	Closing date and time for Bidder to request RFP documents	04/05/2016 11:00 hrs GMT
3.12	Closing date and time for Bidder to submit their response ('the deadline').	04/05/2016 11:00 hrs GMT
3.13	Clarifications and / or site visits (if required)	Clarifications may be sought upon review of bids.
3.14	Notification of proposed Contract award to unsuccessful bidders	20/05/2016
3.15	Anticipated Contract Award Date	02/06/2016
3.16	Commencement of Contract	02/06/2016
3.17	Bid Validity Period	60 Days

Section 4 – Specification

THE PROVISION OF ACCELERATION SERVICES FOR INTERNET OF THINGS HARDWARE BUSINESSES

4.1 Glossary

IoT – Internet of Things

Early Stage Companies – Start-ups or small and medium-sized enterprises

Accelerator – The provider of the IoT hardware acceleration services

Acceleration scheme – The programme of acceleration run by an accelerator

Project – The acceleration scheme undertaken by an accelerator under this procurement exercise for the year 2016/17

4.2 Introduction

This specification describes the procurement of services to help accelerate the growth of early stage IoT hardware companies based in the UK.

This is part of the wider IoT UK initiative, funded by Government, to advance UK competitiveness in the Internet of Things and help ensure that we make the most of the possibilities the technology will open up for the economy and citizens.

IoT UK includes a Research Hub (University College London and partners), Smart City Demonstrator (Manchester), health demonstrators (West of England and Surrey) and other research, innovation and enterprise activity. For information please see IoTUK.org.uk.

The procurement aims to help secure specialist provision of services in the UK to help early stage companies specialising in designing, developing and manufacturing hardware for the Internet of Things (IoT) to bring their products and services to market and grow their business. In particular, to help them overcome challenges that frequently arise between the development of a hardware prototype and minimum viable product (MVP) and manufacturing at scale (sometimes referred to as the 'valley of death').

4.3 Scope

Innovate UK, funded by Government (Department for Culture, Media and Sport), is seeking the provision of IoT hardware business acceleration services, sometimes referred to as 'design-to-manufacture' services, for early stage IoT hardware companies.

These acceleration schemes are expected to have and apply deep knowledge of IoT industries and market opportunities, as well as expertise in design, engineering, manufacturing, and global supply chains. They may also provide access to finance and business support services.

Under this procurement requirement, two acceleration schemes will be selected and paid up to £377,291 each during the 2016/17 financial year for delivering services to 10 early stage

companies (each) for a period of up to one year. Payments will be made to Contractors in arrears based on the deliverables, according to a milestone payment plan proposed by each Bidder and agreed by Innovate UK, and upon delivery of the agreed service.

Early stage companies participate in acceleration schemes through specific selection arrangements proposed by Bidders, and are expected to have a working prototype before entering into an agreement with a scheme.

4.3.1 Range of Services

The precise range of services provided as part of this procurement will be specified by the bidders. These will include design-to-manufacture services (mandatory) and any additional services such as access to finance and business support (optional).

4.3.2 Exclusions

Innovate UK will not pay for business incubation facilities or services, for example shared, low-cost office space and mentoring, for entrepreneurs or companies seeking to develop innovative IoT concepts to prototype stage. If Bidders are uncertain whether any proposed services would be considered as incubation facilities or services, clarification should be sought.

4.3.3 Constraints

Payment Constraints

At least fifty per cent of the payments from Innovate UK to accelerator Contractors/schemes must go towards services provided directly to the participating early stage companies.

Accelerators are also expected to contribute to the scheme in cash and “in kind” during the time period of the scheme during the 2016/17 financial year. Innovate UK would like to see Bidders make cash and in kind contributions of equal or greater value, than the payments made from Innovate UK.

Direct investment by schemes into early stage companies (for example seed capital, equity finance), if applicable, cannot be taken from the payments from Innovate UK.

Financial Constraints

Innovate UK will allow a 10% reduction in the size of the cohort with suitable justification in the event of lack of suitable early stage companies (i.e. 9 instead of 10 start-ups in the cohort). Innovate will not commit to the full funding for any further reduction in the amount of the start-ups.

Below that threshold, a 10% financial constraint will apply for every additional ten per cent reduction in the size of the cohort. The financial constraint relates to the overall contract value (i.e. minus 10% for 8 start-ups in the cohort instead of 10, minus 20% for 7 start-ups, etc.).

A 10% financial constraint will apply if the follow-on finance target is not reached within six months after the end of the contract. The constraint in this case represents ten per cent of the overall contract value (see “final payment” note in Management of the Agreement)

4.3.4 The Period of the Agreement

The project will commence on 2nd June 2016 and complete by 30 September 2017 latest with the completion of the 2nd KPI for follow-on finance. No payments will be made outside of the milestone payment plan.

A similar, larger procurement exercise is expected to be launched for the 2017/18 financial year.

4.4 Service Conditions

Innovate UK expect Bidders to have or provide a UK presence in order to manage the accelerator schemes to facilitate local delivery of services to the UK start-up companies.

4.5 Outcomes and Performance

As outlined in section 4.2 above, schemes should help early stage IoT hardware companies to develop, manufacture and bring their services and products to market and grow their business.

Key Performance Indicators/Targets for Each Accelerator Scheme

KPI	Indicator	2016/17 Target for each Scheme
1	Size of the cohort (number of early stage companies taking part in the acceleration scheme during 2016/17)	Minimum: 10
2	Number of early stage companies receiving follow-on finance for their business within six months of completing the acceleration scheme	Minimum:1

4.6 Services

Payments will be made in arrears against actual deliverables made. Bidders are required to detail their anticipated use of the payments from Innovate UK as part of a milestone payment plan. This may include:

- Operating costs for the acceleration scheme;
- Organisations' overheads and tangible assets such as laboratory facilities.

As outlined above, the services provided by schemes will include design-to-manufacture services (mandatory) and any additional services such as access to finance and business support (optional).

The details expected from Bidders include: services provided to the early stage companies during the acceleration scheme; as well as associated activities such as - but not limited to:

- Marketing and communications;
- Pitch days;

- Investor demonstrations;
- Visits to manufacturers or laboratories in and beyond the UK.

Features of the acceleration programme should be included, such as:

- The number of experts and mentors and their relevant knowledge and skills;
- The type of design-to-manufacture / engineering services provided;
- Any third-party delivery partners, for example manufacturers, and the nature of their role;
- Any specific features of the scheme.

Further details might include:

- Whether the accelerator expects or allows the early stage companies to be fully or partly financed (for instance, via angel investment, crowdfunding) before participating in the scheme;
- Details of how the scheme will assist the early stage companies in raising external finance (if applicable).

4.7 Quality Assurance Requirements

Acceleration schemes are expected to ensure that appropriate quality assurance processes are undertaken by third-party manufacturers.

It is also expected that the accelerators will:

- Assess the manufacturers' compliance with an appropriate quality managements system;
- Ensure acceptance/rejection procedures are included within the terms of the schemes' agreements with the manufacturers

4.8 Management of the Agreement

An Innovate UK Monitoring Officer (MO) will be assigned to each accelerator, a named person/s will be confirmed at a later date (this may or may not be the same person for the two schemes).

In addition to the milestone payment plan referred to in section 4.9.3 the accelerator schemes will be expected to provide four written progress reports to be submitted five working days ahead of quarterly progress meetings with the monitoring officer and representatives from Innovate UK , the Department for Culture, Media and Sport (DCMS) and / or the Digital Catapult (IoT UK). The first report should be submitted three months after signature of the scheme's contract with Innovate UK.

Proposals to vary a milestone payment plan should be submitted to the monitoring officer at the earliest opportunity and will require agreement from Innovate UK or DCMS, approval.

The final payment, which must be at least 10% of the overall contract value, will be held until the both the fourth progress report and second KPI has been met.

4.9 Criteria against which Bidders will be judged

4.9.1 Full details of mandatory selection and scored award criteria are detailed in Section 5 below and in the RFP Questions document (Section 6).

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, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire

- 5.3.1 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.
- 5.3.2 In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder

Selection Pass/fail criteria

Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL2.8	Conviction for proceeds of crime
Selection Part B	SEL2.9	Conviction for other offences
Selection Part B	SEL2.10	Tax and social security breaches
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24

Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	SEL 5.9	Track Record – IoT Hardware Accelerator
Selection Part E	SEL 5.10	Track Record – Follow-on Funding
Selection Part E	SEL 5.11	Money Laundering
Selection Part E	SEL 5.12	Financial Institutions
Selection Part E	FOI1.1	Freedom of Information Act 2000
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4 The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5 Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.5 During the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.8	Milestone Price Payment Plan
Quality	AW6.1	Compliance to the Specification
Quality	AW6.8	UK Presence
-	-	Request for Quotation response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Quality	AW6.2	Implementation Plan/Services	40.00%
Quality	AW6.6	Additional Services	10.00%
Quality	AW6.7	Intellectual Property (IP) (See 5.4.5 below)	5.00%
Quality	AW6.9	Key Performance Indicators (KPIs) (See 5.4.5 below)	15.00%
Quality	AW6.10	Contribution	10.00%
Quality	AW6.11	Financial Contribution	20.00%

5.4.5 Questions AW6.7 and AW6.9 both require a minimum score of 50. In the event that this is not achieved UK SBS reserves the right to disqualify the Bidder.

Award Evaluation of criteria

Non-Price elements

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

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

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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):

The Question is not answered or the response is completely unacceptable.	0
Extremely poor response – only partially answers the requirement, with major deficiencies and little relevant detail proposed.	10 or 20
Poor response with deficiencies apparent. Response falls short of requirements. Low probability of success, some weaknesses, but correctable.	30 or 40
Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.	50 or 60
Good probability of success, weaknesses can be readily corrected.	70 or 80
Response demonstrates they can meet a high performance level. High probability of success, no significant weaknesses noted. The response is compelling in its description of techniques and resources to be employed.	90 or 100

Where a scoring definition has two associated scores, e.g. 50 or 60, then scores will be allocated to reflect whether the bidder's response was identified at the bottom or top half of the scoring definition.

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

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 60

Evaluator 4 scored your bid as 60

Your final score will $(60+40+60+60) \div 4 = 55$

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 UK SBS 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 UK SBS. Unacceptable Bids maybe subject to clarification by UK SBS 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 Award 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 Award criteria.
Due diligence of	<ul style="list-style-type: none"> UK SBS may request the following requirements at any stage of

the Bid	<p>the Procurement.</p> <ul style="list-style-type: none"> • Submission of insurance documents from the Bidder. • Request for evidence of documents / accreditations referenced in the / Request for Information response / Bid and / or Clarifications from the Bidder. • Taking up of Bidder references from the Bidders Customers. • Financial Credit check for the Bidder.
Moderation meeting(s)	<ul style="list-style-type: none"> • To review the outcomes of the Due Diligence. • To agree final scoring for each Bid, relative rankings of the Bids • To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response.

5.6. Award of Contract

5.6.1 UK SBS will inform all Bidders by email or via the e tendering tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Bidders.

5.6.2 All unsuccessful Bidders will be provided with an “unsuccessful letter “ by email or via the e tendering tool at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

5.6.2.1 the award criteria;

5.6.2.2 the score of the Bidder at award stage (where the Bidder is considered at award stage and has met all Mandatory pass / fail criteria at award stage);

5.6.2.3 the name of the successful Bidders and why those Bidders was successful;

5.6.2.4 the score for the successful Bidder against the Award criteria;

5.6.2.5 the individual criteria scorings and noted strengths and weaknesses of your submission against the characteristics and relative advantages of the successful bidder;

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

6.3 Guidance on completion of the questions is available at
<http://www.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 UK SBS wishes to establish a Contract for “The Provision of Acceleration Services for Internet of Things Hardware Businesses”. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure.
- 7.1.2 UK SBS is procuring the Contract on behalf of Innovate UK.
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS 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. 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 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 UK SBS. Submitted Responses which are deemed by UK SBS 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 Not Used.
- 7.1.9 Not Used.
- 7.1.10 UK SBS reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the

Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS and/or as applicable Innovate UK and shall be used only for the purpose of this procurement.
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.18.2 an invitation to submit any Response in respect of this procurement;
 - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.18.4 any other communication between UK SBS and/or Innovate UK (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales

literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by UK SBS.

- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium. 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 UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS 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 UK SBS 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 UK SBS 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 No bidders conference is planned.

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 UK SBS 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 may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves 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, UK SBS 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 UK SBS 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 From 2nd April 2014 the Government is introducing 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 UK SBS 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.

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 may be required to disclose information submitted by the Bidder.

- 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, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS 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, UK SBS 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 UK SBS and the Bidder should not attempt to answer the request without first consulting with UK SBS.
- 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 UK SBS, and any contract entered into by UK SBS 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 60 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. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. UK SBS's Contact Details

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

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or Innovate UK, 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 UK SBS 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 UK SBS to reject a Response.
- 7.8.3 UK SBS 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 UK SBS or their advisers and representatives. Bidders should notify UK SBS 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/number of pages. Any responses with words in excess of this will only be considered up to the point where they meet the word count, any additional words beyond the volume defined 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 UK SBS 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 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.

- 7.9.6 The Response and any documents accompanying it must be in the English language.
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS or Innovate UK 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, nor Innovate UK 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 Innovate UK and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of Innovate UK 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 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 UK SBS 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 UK SBS/Innovate UK and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will 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 UK SBS shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).

- 7.15.2 UK SBS 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 the deadline defined in [Section 3](#).
- 7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS'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 UK SBS 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 UK SBS's response, UK SBS will:
- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS'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 UK SBS 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, UK SBS may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by UK SBS to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, UK SBS 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 UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

- 7.18.1 UK SBS 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 UK SBS 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 UK SBS 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 unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix ‘A’ Glossary of Terms

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