

# Request for Proposal



**Request for Information (RFI) for UK Research and Innovation (UKRI)**

**Subject Nursery Services at Rutherford Appleton Laboratories, Science and Technology Facilities Council (UKRI - STFC), Harwell Campus**

**Sourcing reference number PS18075**

**UK Shared Business Services Ltd (UK SBS)**

[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
Registered Office Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF  
VAT registration GB618 3673 25  
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## Section 1 – About UK Shared Business Services

### Putting the business into shared services

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

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

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

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

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

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

### Our Customers

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

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

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

## **Section 2 – About the Contracting Authority**

### **UK Research and Innovation**

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### **Science and Technology Facilities Council (STFC)**

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale.

<https://stfc.ukri.org/>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	UK Research and Innovation (UKRI) Polaris House, North Star Avenue, Swindon, SN2 1ET
3.2	Buyer	Kerry Hammond
3.3	Buyer contact details	professionalservices@uksbs.co.uk
3.4	Estimated value of the Opportunity/ Turnover	£5,019,818.00 Estimated value of turnover excluding VAT over 5 years.  Total estimated value of turnover over the 8 years £7,400,000.00 excluding VAT
3.5	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <a href="#">here</a>.</b>  <b>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.</b>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	24/08/2018
3.7	Date RFP available to Bidders	28/08/2018
3.8	Bidder conference (if relevant)	13/09/2018
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	20/09/2018  14.00
3.10	Latest date / time RFP clarification answers should be sent to all	26/09/2018

	Bidders by the Buyer through Emptoris	14.00
3.11	Closing date and time for Bidder to request RFP documents	03/10/2018 14.00
3.12	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	04/10/2018 14.00
3.13	Clarifications and / or site visits (if required)	N/A
3.14	Notification of proposed Contract award to unsuccessful bidders	23/10/2018
3.15	Anticipated Contract Award Date	05/11/2018
3.16	Commencement of Contract	11/12/2018
3.17	Anticipated Contract End Date	10/11/2023 with the option to extend for a further three years (2+1)
3.18	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

### Introduction & Background Information

UKRI - Science and Technology Facilities Council (STFC), <https://www.stfc.ac.uk/> Rutherford Appleton Laboratory (RAL) is at the heart of the Harwell Campus. Approximately 1,200 staff at RAL support the work of more than 10,000 scientists and engineers, chiefly from the university research community. RAL's pioneering research in areas such as energy, security, healthcare and the environment addresses important challenges facing society. RAL staff are made up of scientists, engineers, technicians and professional support staff.

UKRI - STFC is very proud of Little Stars, its workplace nursery at RAL. Little Stars recently achieved Ofsted Outstanding in all four of the quality and standards of the early year's provision. The nursery offers its staff an onsite workplace nursery with current capacity of 63 child places which has very recently increased to 112 following the completion of the new extension which opened in May 2018.

The nursery opening times are from 7:30am to 6:00pm Monday to Friday excluding Bank Holidays and Privilege Holidays (one day in August). It should be noted the entire RAL site closes down for the period between Christmas and New Year, including the "Little Stars" Nursery.

UKRI - STFC wish to provide a high quality childcare provision for its staff and "Little Stars" nursery is considered a valuable resource for working parents and a tool to recruit and retain key staff.

### Nursery Aims and Quality of Service

The Service Provider should:

- Provide a high standard of physical and emotional care for the nursery children and ensure that the general health, welfare and development is continuously monitored in a happy and secure atmosphere.
- By the use of a variety of activities and experiences, resources and high quality interactions, appropriate to individual ages and needs, encourage social, cultural, intellectual and physical skills, and allow nursery children to pursue their own interests. In considering the needs of any child and family, the Service Provider should have regard to the child's religious persuasion, racial origin and cultural and linguistic background in line with the Equality Act, 2010.
- Ensure that the Early Years Foundation Stage (EYFS) statutory framework and development matters requirements are met by working with children and their families to support their development, learning and early language.
- Encourage the social development of the child through group activities, individual

support, listening to children, small group outings, and by consistently taking a strong Key Person approach.

- Operate to UKRI - STFC Safety, Health and Environment (SHE) codes and H&S legislation, making each member of staff aware of their responsibilities and, co-operating with regular fire drills and other emergency exercises.
- Provide relaxed and enjoyable mealtimes for the nursery children offering nutritious and appetising food in a sociable setting.
- Establish and maintain good links with relevant child health care agencies and the local authority. Ensure staff do not use any physical punishment or practices that humiliate and or frighten children.

### **General Requirements**

The Service Provider shall under the regulations of the Children Act 2004 and the Childcare Act 2006:-

- Take overall responsibility for the day to day smooth running and daily organisation of the workplace nursery.
- Undertake to supply all information and take any steps required by OFSTED for the registration of the nursery.
- Comply with the statutory framework and development matters for Children's learning, development and welfare, known as the Early Years Foundation Stage (EYFS). Little Stars is registered on the Early Years Register and both the compulsory and voluntary parts of the childcare register.
- Comply with any requirements issued at the time of OFSTED inspections or STFC inspection visits (this may include 3<sup>rd</sup> party commissioned quality audits).
- Hold the necessary Employers liability and Public Liability insurance and professional Indemnity Insurance to a minimum of £5 million for any one claim.
- The Service Provider will be expected to attend committee and forum meetings with parents through the life of the Contract.
- The Service Provider will be required to provide Management Information on a Quarterly basis. This will include (but not be limited to) attending Quarterly meetings, providing financial breakdown of costs and income and providing accurate forecasts.

There may be other non-financial data requests made in relation to the provision.

### **Staffing**

The Service Provider shall:-

- Undertake full responsibility for the recruitment, personnel management and career development of nursery staff in accordance with the requirements of legislation, the EYFS statutory framework, OFSTED guidelines, and in accordance with the Equality and Diversity Act, 2010.
- Ensure that nursery staff are aware of professional developments and changing ideas on excellent childcare pedagogy, by means of in service training, staff meetings etc.
- Ensure that nursery staff have, or obtain the relevant qualifications, training and experience. Ensure that staff attendance complies with OFSTED requirements as a minimum to ensure that ratios can be maintained and that turnover and the use of temporary staff are kept to the minimum necessary for the smooth running of the nursery. Temporary staff need to comply with Right to work legislation.
- Establish at suitable intervals, nursery staff meetings to review the working of the nursery, reflect on practice and to plan the future programme, and provide regular support and supervision of staff, with performance appraisal at regular intervals. Provide cover for nursery and domestic staff during absence due to sick leave, annual leave, maternity leave and training as per statutory requirements of EYFS and OFSTED.

### **Facilities at the RAL Site**

The current on-site workplace nursery facilities are known as the “Little Stars Nursery” and are located in a building close to the main Campus, opposite the main entrance of RAL. There are some pull in and drop off bays on the road which has restricted parking, and a speed limit is applied. The Nursery was previously heavily oversubscribed and UKRI - STFC has recently expanded the facility to provide almost double the existing footprint. This involved redevelopment of the first floor of the current building, including the kit-out of this area. UKRI - STFC has furnished the new first floor area to the required standard and has supplied equipment, furniture, toys, play equipment, shelving units etc., please note that this list is not exhaustive and will require finalising with the successful bidder in terms of the overall inventory.

The current facilities now comprise of two floors which each have three rooms for activities, play and meals. The ground floor has a reception area, kitchen, office, staff room, small laundry room (includes washing machine and dryer), store room and toilets all linked by a main corridor.

The catering facilities in the Kitchen comprise of a cooker, work benches, dishwasher, fridge, table top freezer and microwave. The kitchen is NOT currently kitted out as a commercial kitchen. Floor plan details are available as per Appendix D. The square meters of indoor areas (excluding the corridor and Reception) consists:

Ground Floor	1 <sup>st</sup> Floor
Kitchen = 12.32 m2	Homebase one 38.13m2
Office = 12.32 m2	Homebase two 33.44m2
Staff Room = 12.46 m2	Homebase three 38m2
"Homebase 1" for the 0-2 years age group = 58.00 m2 (also has two baby change and two sleep areas)	Homebase four 38m2
"Homebase 3*" for the 3-5 years age group = 38.08 m2	Kitchen Space= 12.32 m2 (not currently equipped but with services)
*Note that "Homebases" 2 and 3 have free flow access to the garden area.	

In addition there is a large outdoor, securely fenced play and activity area with some shelter from weather conditions, with a variety of soft land play areas; grass and a miniature garden; and other facilities. The garden area has recently been improved and renewed with c£40k invested. There is also a separate fenced off play area for the nursery babies.

**Staffing** The staffing arrangements provided by the current provider are:-

33 permanent members of staff, including:

- 1 Nursery Manager
- 1 Deputy Manager
- 2 Lunchtime Assistants and 1 Kitchen Assistant
- 28 childcare staff, of which 20 are full-time
- Supported by a regional manager and central office team

There are currently an additional group of 6 Bank Staff who are available to work at Little Stars (along with other sites of the current Supplier's sites). These are staff who have a

contract with the current Supplier. These staff are not included in the TUPE as they are not dedicated staff working at the Nursery.

These details are noted within Appendix C *TUPE* Information which will be updated and made available to the successful bidder. The recruitment and retention of staff is viewed as a critical factor and the position on workforce remuneration is a key factor in sustaining this high quality early years environment.

The direct Nursery administration relating to Little Stars is mainly provided for by the Manager and the Deputy with the current Supplier providing back office functions. It is anticipated that the Service Provider will need to consider the increased administration function as the nursery has expanded and how this will be provided for effectively within the operation or via a back office function.

### **Catering & Food**

Lunch and morning and afternoon snacks should be provided for the children. Prepared feed as necessary for babies and infants are supplied by parents. Nappies, wipes, nappy cream etc. are currently supplied by parents.

The RAL site catering contract is currently held by BaxterStorey who are contracted by the current provider to provide a delivered lunch to the Nursery from the main kitchen in Building R22. The lunch is included in the Nursery Fee. Now that the capacity and the number of children has increased, it is considered that the Nursery would be better provided for if it catered for the children directly. This will enable the children's dietary requirements to be catered for and increase the confidence in the management of the food provision. It will be the responsibility of the Service Provider to meet this requirement either via their existing organisation's operational model which may include food provision, or alternatively met through kitting out the 1<sup>st</sup> floor kitchen to commercial standards to provide for this function and these costs would need to be considered. This should be delivered as part of the mobilisation phase. UKRI - STFC would not expect the current meal prices to increase within year 1.

The catering costs, for lunch-time meals, currently being charged to the existing Nursery provider by the onsite Caterer are-

- Vegetarian, Dairy Free and 2-5's £3.05 per child per meal
- 0-2's £2.05 per child per meal

### **Premises**

UKRI - STFC shall provide the following:

- The building/rooms including all building maintenance.
- Statutory compliance certification
- Outdoor play area/ground only (excluding the up keep and replacement of the sails, gazebo and sheds, all play equipment fixed and loose, sand pit/sand
- Grounds, grass cutting, maintenance of perimeter fence and salting of hard surfaces.
- Rates, including water rates.
- Electricity and heating
- Reasonable use of the telephone.
- Waste disposal excluding clinical waste or non-standard refuse
- Window cleaning
- Access control using proximity cards.
- Security Services outside normal working hours.

UKRI - STFC shall be responsible for the servicing and maintenance of the above items associated with the premises. The Service Provider shall be solely responsible for all other equipment, furniture and appliances.

The Service Provider may access the UKRI i- STFC Guest Wireless system at cost and there is the option to access the JANET wired service. Any WIFI installation arranged by the Service Provider must be arranged with the consent and permission of UKRI - STFC so that the necessary access and permits to work can be provided.

Currently UKRI - STFC provide the Nursery with equipment, furniture and toys which are in good operational order. It is expected that the Service Provider shall utilise and maintain this until the end of its useful life in agreement with UKRI - STFC. If and when this equipment is deemed not fit for purpose then the Service Provider shall supply and maintain the necessary replacement equipment (which must be of a similar or higher standard to the equipment that is being replaced) to carry out the running of the Nursery and ensure compliance with the Contract.

An inventory of current equipment and furniture is attached at Appendix B. The current Service Provider provides some of the equipment in the Nursery (highlighted in red on the list) at Appendix B. It will be expected that these items, if still required in the new contract will be provided by the new Service Provider, and the cost of this should be taken into account when responding to the tender. At the end of the contract the equipment will be

handed back to UKRI - STFC during de-mobilisation.

All white goods will be maintained and replaced as necessary by the Service Provider. An asset register and lifecycle plan of equipment must be maintained by the Service Provider and be available for review by the client if so required. UKRI - STFC shall be responsible for carrying out Portable Appliance Testing and fixed wiring tests on any electrical equipment that is utilised on any of UKRI - STFC in accordance with SHE codes and the Service Provider will comply with any instructions provided by UKRI - STFC regarding the use or safety of the electrical equipment.

The Service Provider shall be responsible for the safe custody of all equipment, furniture and toys. The Service Provider will also be responsible for maintaining all equipment, furniture and appliances in a safe operational working manner. The UKRI -STFC shall provide adequate supplies of power, light, fuel and water but the Service Provider will be expected to exercise strict economy in their use of utilities. The Service Provider shall not alter the premises nor interfere with any of the services or installation. NB. None of the aforementioned shall not in any way be construed as constituting a lease.

**The Service Provider shall provide the following:-**

Nursery Staff including cover, training and recruitment.

Crockery and Cutlery.

- Food and drink for the children.
- Nappies, wipes etc
- Furniture
- Play equipment (fixed/loose both inside the Nursery and in the garden).
- Up keep and replacement of the sails, gazebo and sheds, all play equipment fixed and loose, sand pit/sand in the garden and ground coverings e.g. astro turf
- Kitchen equipment and loose catering equipment
- Laundry room appliances (washing machine and dryer)
- Daily cleaning of the Nursery Consumables including wipes and tissues, books, play materials and toys
- Laundry
- Waste disposal - clinical, nappies, food. (Duty of care must be maintained for audit purposes, including waste carrier licencing as per STFC SHE code).
- Registration fees
- Staff Uniforms and protective clothing.

Any other materials necessary for the provision of the workplace nursery.

**In addition to any item covered in the above the Service Provider shall:-**

- In co-operation with Site Personnel, ensure that security arrangements are adhered to.
- Electrical testing is carried out as required by Health & Safety legislation and UKRI - STFC Work on Site rules to be complied with UKRI - STFC SHE codes. UKRI - STFC PAT testing is carried out by a third party.
- Fire drills and other emergency exercises are undertaken.
- The Service Provider shall provide and maintain for the purposes of the Contract policies of insurance of public liability indemnity and professional liability for their employees covered by the Contract to a minimum of £5million for each policy. All insurance notices must be displayed and visible for parents.

### **Fees, Allocation and Pricing Structure**

The Little Stars nursery is a workplace nursery provided by UKRI - STFC primarily for its own employees. It is a key objective of UKRI - STFC to retain high quality provision at a subsidised rate to its employees as this supports the recruitment and retention strategy at the RAL site. The requirement is for the Nursery's direct and attributable costs to be covered by the projected total annual income from parents. The arrangement should provide for a true open book with full transparency on income and costs. It is proposed that where a surplus is made at fiscal year-end, this will be apportioned 80/20% respectively between UKRI - STFC and the Service Provider. The Service Provider will only benefit from this profit share if all KPIs are evidenced and fully met. Similarly any deficit at the fiscal year end will be apportioned 80/20% respectively between UKRI - STFC and the Service Provider.

The Service Provider will manage the income and expenditure through a traded account.

The Little Stars nursery is a workplace nursery provided by UKRI - STFC primarily for its own employees. However, any places not taken up by UKRI - STFC employees are made available and offered to "external" parents who work for Diamond Light Source Ltd. (DLS) being an UKRI - STFC partly owned subsidiary and as such DLS employees are offered surplus places on a first come basis. Any further remaining places can then be offered as per the Admissions Policy. Only UKRI - STFC employed staff are offered subsidised rates directly by the Nursery.

The exception to this is any families that were enrolled prior to the 1st October 2015 whereby these families pay a DLS rate which is the same as UKRI - STFC and DLS pay the additional cost which is paid each month in arrears to the Service Provider. There are currently less than 12 DLS families which equate to 8 FTE's which are invoiced each month (this information can be provided to the successful bidder).

A waiting list is in operation and managed by the Service Provider and details of this can be found in the Admissions Policy which will be provided to the successful bidder. The order of priority is UKRI - STFC and then DLS. In order to maintain a strict priority in relation to UKRI - STFC's intention to maintain access to its workplace nursery for its staff and partly owned subsidiary DLS, allocations to other groups of clients on the waiting list can only be made when UKRI - STFC has been notified and has agreed. UKRI - STFC retains the right to control the admissions policy and reviews the policy on a regular basis. Local community rates are not subsidised and when benchmarked are comparable to local provider's fees.

Admissions, registrations on waiting list and allocations should be available to UKRI - STFC Manager upon reasonable request and be reported on at quarterly meetings. The system should be transparent and in a format easily accessible and understandable. Management information should be made available on places that are accepted as well as declined. UKRI - STFC provides nursery places to their staff at a subsidised rate. The Service Provider must be prepared to absorb this subsidy in return for full use and maintenance of the building. For further information about current nursery rates pricing please refer to the Pricing Schedule within question AW5.2

The current fees to parents have been agreed and are in place from 1st April 2018 until 31st March 2019. The successful bidder is required to honour those fees until this time. For subsequent years the fees will be agreed by UKRI - STFC and therefore the Bidder should only take into account CPI inflationary increase only in the structure of the pricing submission. Please refer to the Pricing Schedule within the RFP Questions AW5.2 Price

### **Nursery Administration**

The Service Provider shall:-

- Maintain daily attendance and sickness records for the children and staff.
- Be responsible for the safety and security of the children in their care and keep such records as are required by the UKRI - STFC Safety, SHE Group, including the maintenance of the Accident Book.
- Manage the finances on an open book arrangement
- Liaise with UKRI - STFC Departments and other organisations as identified on the Admissions Policy
- Provide and disseminate timely communication to parents
- Prepare and submit invoices for fees to parents and be fully responsible for the collection of fees.
- Deliver fee increase letters in line with agreed increases as approved and applied by

### **Partnership: Parents & Staff**

The nursery should operate as much as possible in partnership with parents. Parents should be well informed about the running of the nursery and be welcome as observers and contributors to the facility at any reasonable time. Any concerns which parents may have will, in the first instance, be addressed to the nursery staff but UKRI - STFC will retain an active interest in the quality of care and education being provided for the children of employees.

There should be a clear process for the induction of new parents and children. An information booklet including relevant policy statements should be given to parents at the time of admission of their child. There should be regular formal and informal communication between parents and staff regarding the progress of the children, meetings, events and proposals and undertake annual surveys.

The nursery should make known to parents its policy on identifying illnesses requiring the exclusion of any child. The Service Provider will utilise the UKRI - STFC internal communications channels to provide news and information. Ensure a signed contract with each Client listing attendance times, fees, emergency contacts and telephone numbers, special requirements and the child's personal details should be drawn up with every parent.

A Parents Liaison Committee is established within the Nursery. The Committee is made up of a number of parents who volunteer for the role. Currently the Committee is made up of 12 parents; the Nursery Manager and Deputy Manager. The Committee meet quarterly to discuss forthcoming events, *e.g. summer fete, Christmas parties* etc. The Committee are also consulted on the establishment of policies; discuss suggestions; complaints and other issues arising. The parents appoint a Chairperson, Secretary and a Treasurer for the Committee.

### **Current and Future Occupancy Rates**

As of 21 May 2018, the Nursery increased its capacity from 63 places to 112 places:

Prior to expansion against 63 places

- Under 2 years of age = 27 no.
- Ages 2 years to 3 years = 16 no.
- Ages 3 years to 5 years = 20 no.

Projected eventual full occupancy against 112 places

- Under 2 years of age = 48 no.
- Ages 2 years to 3 years = 32 no.
- Ages 3 years to 5 years = 32 no.

The above numbers have increased due to the expansion and opening in 21 May 2018 and additional places have been offered. Updated information can be provided upon request and the assumptions on projected capacity are estimated and included in the Pricing Schedule within question AW5.2.

By parent employer the occupation as of March 2018 is:

- UKRI - STFC RAL = 79%
- DLS = 11%
- Community/Other = 10%

In the last financial year, 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018, (prior to expansion opening) the average occupancy / attendance figures showed 98%:

	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Avg
2017/18 FTE Budget	62	63	63	63	61	59	60	60	60	59	60	61	<b>61</b>
2017/18 FTE Actual / forecast	61.1	68.41	73.43	73.77	70.33	60.3	60.24	60.36	61.31	62.17	63.08	63.39	<b>62.6</b>
% Occupancy Actual / Forecast	97%	97%	98%	99%	100%	94%	98%	99%	98%	99%	100%	101%	<b>98%</b>

Currently the Nursery is open from 7:30am to 6:00pm each day Monday to Friday with the day split into two sessions with children attending one or both sessions on a given day.

The sessions are:-

Morning – 7:30am to 12:45pm.

Afternoon – 12:45pm to 6:00pm.

### **Childcare Vouchers**

UKRI - STFC provide Childcare vouchers in partnership with EdenRed and would expect the Service Provider to continue with this scheme until the availability of the Government Tax-Free Childcare scheme, via registration on the HMRC website. Diamond provide Childcare vouchers in partnership with Computershare and would expect the Service Provider to continue with this scheme.

### **“Free” Entitlement**

The nursery facility would also be expected to continue to operate the Free Entitlement Provision (Government Funding for Pre-School Children) arrangements including the extended 30 hour free entitlement childcare for those eligible. Parents who confirm their eligibility to the nursery can then use 30 hours free of charge. There is currently a fee sheet for families on 30 hours confirming to them the fees for the childcare they use in addition to the 30 free hours of childcare (this is referred to as wrap around care).

The Service Provider has the responsibility to apply to the local council for reimbursement for the hours of free childcare which have been delivered to families, and this is collected within the revenue line of the Profit and Loss Account. Through the fees for wraparound care and the Local Authority reimbursement, the revenue remains consistent with what it would be if we did not offer free entitlement.

### **Health & Safety**

The Service Provider shall demonstrate a strong commitment to Health and Safety throughout all aspects of its organisation, this shall be particularly important in relation to the provision of robust record management and auditing processes so as to ensure statutory and best practice compliance. UKRI - STFC operate a stringent Health and Safety Management regime, with defined Codes of Practice (SHE Codes) and the Service Provider is to engage, and adhere to these policies and procedures. Those relevant to this contract are available on the following website: [www.she.stfc.ac.uk/she](http://www.she.stfc.ac.uk/she)

When requested by UKRI - STFC, the Service Provider shall provide a professional advice service on all matters relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments in relation to the provision of these services on UKRI - STFC sites. The Service Provider shall ensure through constant interaction between UKRI - STFC's health and safety team and designated Contract Managers that a holistic 'best practice' approach is taken to the execution of health and safety management. The Service Provider shall provide a site based 'competent person(s)' for the Premises, as appropriate, who shall work in association with UKRI - STFC's Responsible Person(s) with a view to protecting staff and visitors at the Nursery through compliance with all relevant statutory obligations and legislation and with UKRI - STFC's H&S policy and SHE Codes as it supports this legislation. The Service Provider must have the appropriate technical and professional recourses to assist the Contract Manager in all health and safety matters relating to the site.

In relation to events e.g. Christmas plays, the current supplier utilises the onsite Ridgeway Hotel, and it may not always be possible to accommodate the Nursery's needs due to the

day-to-day business at the Hotel, however there are often spaces and venues on site that can be secured with the support of UKRI - STFC. The Service Provider is responsible for organising and making arrangements for such events.

All incidents, near missed and injuries whether of a major or minor nature, shall be reported to UKRI - STFC immediately by the Service Provider. The Service Provider shall maintain a written record of accidents and suitable investigation undertaken to identify root cause and any necessary action taken to prevent a recurrence. The Service Provider shall maintain a written record of accidents and dangerous occurrences in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013. In the event of an incident, injury or near miss, to a child, adult member of staff, parent or visitor the Service Provider must report to the SHE group via SHE Reporting System. However the Service Provider will be expected to follow their own procedures for recording all injuries to children and there is a requirement that data will be provided to the Client in accordance with reporting accidents.

Training needs as defined in the relevant UKRI - STFC SHE Codes shall be provided by UKRI- STFC. The Service Provider will, in partnership with UKRI - STFC, identify and ensure is acceptable to OFSTED, a suitable evacuation location, prior to commencement of services. The Service Provider shall ensure a suitable and sufficient Fire Risk Assessment is in place for their undertaking and coordinate and cooperate with the UKRI - STFC responsible persons regarding its implementation.

### **Safeguarding & Security**

All Service Providers shall comply with UKRI - STFC Management of Physical and Personnel Code and UKRI - STFC Information Security Policy, as per appendix F. The Service Provider shall provide and ensure that all staff is issued with and carry Authority identification passes, and wear the uniform correctly at all times whilst on duty. The Service Provider will follow statutory guidance to ensure safe and secure provision for all children, making sure that staff are aware of responsibilities in this regard and receive regular updates on safeguarding and that there is a designated safeguarding lead practitioner and deputy. In addition to the Service Providers normal routine employment checks UKRI - STFC require that all the Service Providers staff, irrespective of grade or position must have passed the Disclosure and Barring Service (DBS checks) and pre-employment screening to ascertain they are entitled to work in the UK.

### **Site Visit**

In order for potential bidders to gain a full appreciation of the complexities of this requirement and scale of the operation they are invited to attend a tour of STFC RAL on:

- Date 13th September 2018
- Time : Arrival 10am
- Location: Science and Technology Facilities Council  
Rutherford Appleton Laboratory (RAL)  
Harwell Campus  
Didcot  
OX11 0QX
- Maximum number of key representatives per Supplier : 2

Bidders are to confirm attendance for site visit via Rfx message through the eSourcing portal by 11:00hrs GMT 12th September 2018. When confirming please provide details of the representatives attending.

**Important Note:**

Please note that the tour is not an opportunity for discussing this specification and any questions relating to the tender must be submitted in writing via Rfx message through the eSourcing portal. Clarifications must be received before 20/09/2018 at 14:00hrs GMT to be considered for this procurement.

There will be no opportunity for questions and answers during the visit and therefore it must be reiterated that the tour is for bidders to gain a full appreciation of the complexities of the requirement and scale of the operation.

**Contract Duration**

The Contract duration shall be for a period of 5 years with optional extensions of 2 years plus 1 year period from commencement of the Contract.

The contract will be awarded on 5<sup>th</sup> November 2018 and the contract will commence on 11<sup>th</sup> December 2018. The contract will have a 3 months mobilisation period between and which will include all TUPE negotiations. It is expected that all TUPE implications are addressed and completed within this period. Commencement of services will be on 11<sup>th</sup> December 2018

**Terms and Conditions**

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

## Section 5 – Evaluation model

## 5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2 The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

## 5.2 Evaluation of Bids

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

## 5.3. SELECTION questionnaire

- 5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition

Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.

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

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

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

5.3.6 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	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
Quality	PROJ2.1	Ofsted Rating
Quality	PROJ2.2	Disclosure and Barring Service (DBS) check
Quality	PROJ2.3	Workplace Nursery
-	-	Request for Quotation response – received on time within the e-sourcing tool
<p>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.</p>		

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

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

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

## Award Scoring criteria

### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	PROJ1.1	Understanding	8%
Quality	PROJ1.2	Mobilisation Plan	8%
Quality	PROJ1.3	Methodology	10%
Quality	PROJ1.4	Operational Team and Capability to Deliver	10%
Quality	PROJ1.5	Communication	5%
Quality	PROJ1.6	Special Educational Needs and Disability (SEND)	7%
Quality	PROJ1.7	Education, Learning and Development	6%
Quality	PROJ1.8	Risk Management	6%
Quality	PROJ1.9	Safeguarding, Health and Safety	10%

## Award Evaluation of criteria

### Non-Price elements

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

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

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

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

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

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

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. 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.
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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 judged on the following criteria.

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

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

For example - Bid 1 £100,000 scores 100.  
 Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80  
 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.  
 Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.  
 Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.  
 Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

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

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 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"> <li>• RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>• Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-</li> </ul>

	sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> <li>• Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>• Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>• The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
	<ul style="list-style-type: none"> <li>•</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

## **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.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.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1 The Contracting Authority wishes to establish a Contract for the provision of Nursery Services at Rutherford Appleton Laboratories, Science and Technology Facilities Council (STFC), Harwell Campus. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#).
- Science and Technology Facilities Council (STFC)
  - Diamond Light Source (DLS)
  - Other UKRI employees based at the RAL site e.g. Research Complex at Harwell (RCaH)
  - STFC Tenants
  - Community/other including the wider joint venture campus
  - Nursery operating contractor staff (in line with their employer’s policy and also with the permission of either the Outsource Services Manager or Head of Support Services at RAL)
- 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 [and any relevant Other Public Bodies] 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 supplies and services and services (including those similar to the supplies and 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 NOT been sub-divided into Lots.
- 7.1.11 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/ssso/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.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/ssso/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14 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 abides 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:
- 7.1.18.1 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, be held in conjunction with this procurement. Only a maximum of 2 representatives to include senior personnel and operational lead.

## **7.3. Confidentiality**

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:

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

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6 The Government introduced its new Government Security Classifications (“GSC”) classification scheme to replace the current Government Protective Marking System (“GPMS”). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

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

## 7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’) and the Environmental Information Regulations 2004 (the ‘EIR’) (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the 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. A Response valid for a shorter period may be rejected.

## **7.6. Timescales**

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

## **7.7. The Contracting Authority's Contact Details**

7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.

7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.

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

## **7.9. Submission of Responses**

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

- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

## **7.10. Canvassing**

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

## **7.11. Disclaimers**

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
  - 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1 Any Bidder who:
  - 7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

- 7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

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

### **7.13. No inducement or incentive**

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

### **7.14. Acceptance of the Contract**

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 10 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 Emptoris or Crown Commercial Service system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

## **7.16. Amendments to Response Documents**

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

## **7.17. Modification and withdrawal**

7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire. SN2 1ET

## **7.18. Right to disqualify or reject**

7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where

7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or

7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or

- 7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

#### **7.19. Right to cancel, clarify or vary the process**

7.19.1 The Contracting Authority reserves the right to:

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

#### **7.20.. Notification of award**

7.20.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

## Appendix 'A' Glossary of Terms

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