

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation**

**Subject: Specialist training and coaching in continuous improvement**

**Sourcing Reference Number: GSS25091**

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## Section 1 – About UK Shared Business Services

### Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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 DSIT / DENEZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

### Our Customers

UKSBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

### **Privacy Statement**

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

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

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

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

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation (UKRI)

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, Polaris House, North Star Avenue, Swindon, SN2 1FL
3.2.	Buyer	Laura Skinner
3.3.	Buyer contact details	<a href="mailto:coreservices@uksbs.co.uk">coreservices@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	<p>£1,200,000.00 exclusive of VAT for the full possible duration of the contract.</p> <p>The estimated value of this contract is up to £300,000.00 exclusive of VAT per annum.</p> <p>There is no guaranteed spend attached to this contract, the budget is an estimated maximum budget and is subject to budgetary approvals.</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11. 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, unless formally advised to do so by UKSBS.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Thursday 20 <sup>th</sup> February 2025
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Monday 17 <sup>th</sup> March 2025 11:00
3.8.	Latest date RFP clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Thursday 20 <sup>th</sup> March 2025
3.9.	Latest date and time for Bidder to request access to the RFP documents	Thursday 3 <sup>rd</sup> April 2025 10:00
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal ( <b>the Deadline</b> )	Thursday 3 <sup>rd</sup> April 2025 11:00
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 17 <sup>th</sup> April 2025
3.12.	Anticipated Contract Award Date	Wednesday 30 <sup>th</sup> April 2025

3.13.	Commencement of Contract	Thursday 1 <sup>st</sup> May 2025
3.14.	Completion of Contract	31 <sup>st</sup> March 2026 with the option to extend for a further 3 years on an annual basis until 31 <sup>st</sup> March 2029 (1+1+1) subject to budgetary approval.
3.15.	Bid Validity Period	90 Days

## Section 4 – Specification and about this Procurement

### Summary

The requirement is for the training, coaching and certification of Science and Technology Facilities Council (STFC) staff to develop skills and aptitudes to:

- Deliver a suite of improvement projects, further embed a culture of Continuous Improvement (CI) and a mindset shift to improvement proactivity and facilitate the removal of waste in processes. Training provision will focus on key activities that enable the approx. 3,000 workforce to add value to both internal and external customers.
- Pilot new ways of working. Redesigning future operating models, project delivery methods and culture to improve the effectiveness of the delivery of products, processes and services, and value to both internal and external customers. Where appropriate, STFC would like to evolve a culture which encourages experimentation, innovation, developing deep trust with their people, generating radical transparency and enabling distributed authority. In these areas, STFC want to train and deploy methods such as business agility and agile methodologies, where appropriate.

Procurement will cover all STFC training, coaching and learning in these CI and business agility areas, ensuring consistency of approach between staff in our many departments and directorates. This ensures we can better communicate, share lessons learned and benefits from improvement initiatives, while also enabling staff to work efficiently within many teams.

### Aims

The overall ambition is to further embed a culture of Continuous Improvement across STFC

In order to achieve the ambition STFC are seeking to develop cohorts of staff within Departments and Directorates from across the organisation such that each individual cohort member delivers an improvement project. STFC require this cohort to become skilled in the tools and techniques of Lean Six Sigma (LSS), combined with the agile project delivery methodology to ensure pragmatic execution of CI projects with an appropriate sense of urgency (e.g. Kanban and/or Scrum). To support the cohort through their first improvement project, STFC require individual follow-on coaching throughout the improvement project lifecycle.

The expected outcome as a result of the training and coaching is that each of the delegates understand the CI/Agile processes to successfully deliver their follow-on project, resulting in an improvement gain for STFC. If deemed impactful, it will guarantee development of further cohorts of CI practitioners year on year.

Furthermore, ensuring STFC gain the buy-in of the senior leaders in this initiative is essential, therefore STFC additionally require an intervention that raises awareness of LSS, business agility and Agile delivery methods. The objective being to:

- Create a collective understanding and language that is used and will be used across STFC when discussing improvements;
- Encourage sponsorship of improvement projects across departments; and

the increased likelihood of embedding a culture of CI, empowerment of teams, distributed authority and radical transparency.

As departments capability and maturity in CI grows, and departmental CI programmes are implemented, STFC require training and coaching for departmental CI leads, enabling and empowering them to co-create CI programmes that are sustainable, promote the culture that 'CI is everyone's responsibility', and gain further traction and buy in from all staff.

#### Future ways of working in departments/directorates of STFC

Learning from the ways STFC have worked on multi-national projects, and capitalising on the appetite staff have to work differently in the future, they would like to provide the Directorate teams the opportunity to explore business agility models. This will allow teams to pilot different models, project delivery methods and stimulate cultural change, to improve the effectiveness of the delivery of products, services, software, and value to internal and external customers, but most importantly to preserve and improve the happiness and wellbeing of staff. Ultimately, this will continue to evolve a culture which encourages experimentation and innovation, develops deep trust, generates radical transparency, and enables distributed authority.

After attending the training and/or coaching, STFC expect the Department Directors and their senior teams to be in a position to develop detailed action plans to trial within their departments and teams.

### **Objectives**

#### Embedding Continuous Improvement

The key performance indicators include:

- All senior leader attendees have an awareness of the LSS tools, techniques and the Define-Measure-Analyse-Improve-Control (DMAIC) framework. Along with the Agile project delivery methods. Understand how they could benefit STFC and their departments.
- Most senior leader attendees agree that the LSS/Agile approach would add value to the organisation, can identify and sponsor relevant CI opportunities
- All improvement projects undertaken by the trained cohorts are successfully completed, follow the DMAIC process and the individuals feel confident to lead a future project

#### Redesigning our future ways of working

The key performance indicators include:

- All attendees understand how the different business agility frameworks, methodologies and thinking discussed on the course(s) can benefit their Directorates/Departments and are able to develop plans to implement these ideas.
- All trained teams have a knowledge of delivering projects using the Agile methodology and understand the cultural aspects to embed it successfully.



## Requirement

The requirement is to deliver the following training and coaching packages to develop continuous improvement and business agility capability.

### Ambition: Embedding a culture of CI

#### Lean Six Sigma and Follow-on Coaching – Yellow Belt

Providing training to 3 cohorts of 10-12 people, preferably delivered in person at one of STFCs sites (virtual a second choice), and educating the individuals in a framework, tools and techniques, and an effective methodology to lead improvement projects and become the central “engine” for process led improvements across the business. The length of the course will be determined by the supplier (circa. 2-3 days) and delivered over a number of consecutive days.

Staff will attend the course having been allocated an improvement project which they will lead after the training, STFC will share these draft charters with the supplier once the contract is awarded. It is expected that the course will refer to how the LEAN/Six Sigma tools and techniques can be applied to the improvements STFC hope to make.

STFC expect the successful organisation to equip the cohorts to be able to:

- Use change management and soft techniques to lead change effectively
- Apply technical Lean Six Sigma skills to deliver sustainable change (technical skills to be demonstrated to at least Lean Six Sigma Yellow Belt standard)
- Use Agile project management techniques to ensure pragmatic execution of CI projects with an appropriate sense of urgency (e.g. Kanban and/or Scrum)

To effectively support staff in delivering their first projects, post-course coaching support is also required; providing the expertise and building the confidence of the project leaders in delivering their first project effectively. The level of coaching required may differ by size of project, time to complete and experience and confidence of the individual, therefore STFC would like the opportunity to flexibly apply a block of coaching (c.150 hours, or 5 hours per project) within the 25/26 financial year.

At the end of the course and project delivery, attendees should have the confidence and enthusiasm to undertake and deliver their own improvement projects within their departments. The trainer and coach(es) must have a strong track record in successfully leading and implementing improvement projects and preferably expertise of working in a scientific, technology based public sector environment.

Upon completion of the course, and following successful completion of the examination and assessment of the project, STFC expect each person to be externally certified by a relevant accreditation body.

#### Lean Six Sigma and Follow-on Coaching – Green Belt

Providing training to 10 individuals, preferably delivered in person at one of the STFC sites (virtual a second choice) and educating the individuals in a framework, tools and techniques, and an effective methodology to lead improvement projects and become the central “engine” for process led improvements across STFC. The length of the course will be determined by the supplier and delivered over a number of consecutive days.

Staff will attend the course having been allocated an improvement project which they will lead after the training, STFC will share these draft charters with the supplier once the contract is awarded. It is expected that the course will refer to how the LEAN/Six Sigma tools and techniques can be applied to the improvements STFC hope to make.

It is expected that the successful organisation will equip attendees to be able to:

- Use change management and soft techniques to lead change effectively
- Apply technical Lean Six Sigma skills to deliver sustainable change (technical skills to be demonstrated to at least Lean Six Sigma Green Belt standard)
- Use Agile project management techniques to ensure pragmatic execution of CI projects with an appropriate sense of urgency.

To effectively support our staff in delivering their first projects, post-course coaching support is also required; providing the expertise and building the confidence of the project leaders in delivering their first project effectively. The level of coaching required may differ by size of project, time to complete and experience and confidence of the individual, therefore, STFC would like the opportunity to flexibly apply a block of coaching (c.100 hours, or 10 hours per project) within the 25/26 financial year.

At the end of the course and project delivery, attendees should have the confidence and enthusiasm to undertake and deliver their own improvement projects within their departments. The trainer and coach(es) must have a strong track record in successfully leading and implementing improvement projects and preferably expertise of working in a scientific, technology based public sector environment.

Upon completion of the course, and following successful completion of the examination and assessment of the project, STFC expect each person to be externally certified by a relevant accreditation body.

#### Change management and facilitation skills for staff leading change initiatives

In a VUCA (volatility, uncertainty, complexity, and ambiguity) world, where constant change is necessary to keep pace with our collaborators and customers, effective capability to lead staff through change initiatives is key to the success of those changes. This includes knowledge of change management tools and processes and business agility, in addition to effective team working tools and facilitation techniques.

STFC are looking for training and guidance on state-of-the-art thinking and how to apply it within the organisation:

- The VUCA environment, why we need to manage change
- Key enablers (e.g. new behaviours, new ways of thinking, empowering teams, servant leadership, psychological safety, growth mindset, ask versus tell, etc.)
- Key techniques (communication, vision, stakeholder engagement, embedding the change)
- Frameworks and tools which can help us to apply the thinking (e.g. facilitation techniques, Kanban etc.)

STFC want to stimulate intrapreneurial / entrepreneurial mindsets, and to encourage radical change across our organisation. Training should be delivered in person (preference, virtual is acceptable) and it is anticipated for 3 cohorts of c. 10-12 people.

### Lean Business Agility Overview for Leadership

One day virtual/in person training for c.24 senior leaders across the organisation (likely 2 cohorts of 12 people each) to provide them with an understanding of Lean Agile approaches, and enable them to become active ambassadors able to champion projects and support transformational activity effectively, demonstrating themselves the mindset and cultural shift necessary to encourage business agility across what STFC do and how the business works to drive innovative thinking, which allows us to maintain our world leading status.

The success of building an appetite for a Lean Agile culture across the organisation depends on the buy-in of these individuals. It is expected that this overview includes case studies and/or presentations from CEOs/COOs at similar organisations who have adopted this approach successfully to build confidence in the approach and what it can deliver. At the end of the course, attendees should understand the vital role of leadership within a Lean Agile organisation to enable a high-performance culture with effective change management, responsiveness to change and a rigorous focus on the critical few priorities.

The training should include:

- Overview of Lean Agile Thinking
- Purpose-driven
- Focus on customer
- Explore versus exploit - incremental versus radical change
- Learning organisations and psychological safety
- Leadership and empowerment
- Incremental improvement using DMAIC
- Breakthrough thinking, deploying strategy, and responding to change (use of objectives and key results (OKRs))
- Continuous engagement and creating the right environment where workers are inspired, and can thrive and create
- An introduction to Lean Management Systems
- Sponsoring initiatives and measuring outcomes:
- Lean Systems Thinking
- Linking initiatives to the strategy and measuring success (Business Model Canvas, Value Streams, Strategy Map, Balanced Scorecard, OKRs)

Leaders should leave the training with confidence to understand the language, philosophy and power of a Lean Agile culture and their vital role in making it a success.

### Overview of Agile Methods for effective and efficient project delivery - training

Some STFC teams (c. 20 people) are trialling the delivery of projects using an agile approach and STFC would like to provide these teams with an overview of the use of Agile project management techniques to ensure pragmatic execution of projects with an appropriate sense of urgency (e.g. Kanban and/or Scrum).

This course could be a 1–2-day overview, for relevant certification, such as ICAgile, for each delegate on completion.

### Overview of Agile Methods for effective and efficient delivery - coaching

In the past, STFC have found a training intervention does not necessarily allow teams to get up and running with agile ways of working, particularly when deployed on atypical Agile

projects (e.g., hardware delivery). From previous experience, successful teams have benefitted from coaching from trained and experienced agile scrum masters.

Coaching should be tailored to the requirements of the teams, but should typically include:

- Introduction of ceremonies, with the coach initially taking on the scrum master role
- Individual coaching for the team scrum master and product owner, ensuring the team is well-supported once coaching support ends.
- Team working agreements and health checks, ensuring teams are working on the right things, as decided by the team
- Support for team members leading experiments with ways of working.
- Definition of and collection of metrics such that the coaching intervention is proven to be a success.

Expertise in science and technology in the public sector will be beneficial.

The level of coaching support required will vary depending on the maturity of the team and the level of intervention needed, to be determined by the coach and the team once the contract has been awarded. However, it should be costed based on 40 days support per team, across 3 teams (120 days total). The 40 days would be deployed over the course of a minimum 6-month period, allowing the team time to adapt to new ways of working, and to evaluate their improvements.

#### Continuous Improvement Lead coaching

Many of our CI leads within departments are not CI specialists, rather they have been deployed from other roles to support the strategic implementation of a CI programme, using their knowledge of the departments and networks to achieve effective change. These staff have the local knowledge to effect change but require support and guidance from experts to effectively realise the ambitions of their staff.

Individual coaching, deployed flexibly based on individual requirements but based on 1h per working week across 5 staff (230 hours total), should cover topics such as:

- How to coach other staff who are delivering or participating in change projects
- Creating departmental CI strategies, delivery plans and effective reporting (light touch governance)
- Stakeholder relationships, particularly senior leadership
- Departmental learning and capability mapping.

#### 5S Workshops and leadership training

5S is a CI methodology that is particularly relevant in STFCs physical workspaces (including labs and cleanrooms). Facilitated support for rapid improvement events is required, followed by ongoing support for the team and leadership to support 'Gemba walks' and 'train the trainer' support to deploy 5S further into the organisation (expected to be 3 days total per team). It is anticipated that there will be three 5S initiatives per year, in person at STFCs sites in the UK, 9 days in total. The ideal trainer would have expertise in public sector scientific environments, in addition to relevant industry experience.

#### Coach and trainer requirements

Coaches for yellow-belt, green-belt and CI Lead coaching should be black-belt or master black-belt Lean/Six Sigma.

For other interventions, such as Agile, change management, 5S, etc. coaches should have relevant industry-standard qualifications and expertise in coaching.

Prior work in science and technology in the public sector will be beneficial.

The requirements weighting of individual interventions above is indicative but may change due to changing business needs. Given the short-term in-year nature of CI projects, this coaching resource should be flexible – should the individual or team choose it, some of these hours could be used for the coach to co-design and/or co-facilitate workshops if needed. The successful vendor should work with CI Leads to determine arrangements within the cost envelope.

The preferred accreditation body is the British Quality Foundation (for Lean Six Sigma certification), and ICAgile (for Agile Fundamentals), to ensure continuity and consistency of approach for employees, however, other accreditation bodies will be considered

### Reporting

- Weekly meetings are required between the contract manager and supplier throughout the contract to effectively design, schedule, deliver, review attendance and evaluate the success of the training and coaching. This will be conducted via videoconference.
- Monitoring of progress of CI projects (YB and GB) following coaching interventions.
- A pre-course review of the material is required for the first edition of each course, with any changes to the content highlighted and agreed before subsequent editions.
- A co-designed post-course questionnaire will be shared with the contract manager and discussed if necessary.
- Financial statements are required each month, including departmental-level reporting.
- Updated training/coaching logs are required as soon as possible after each event.

### Social Value

1. The Supplier will be expected to align to the principles, obligations and aspirations set out in the Social Value Act (2012)<sup>1</sup>. The Supplier shall identify and deliver on Social Value initiatives as identified and agreed. The Supplier will be responsible for recording and reporting performance against agreed Social Value scorecards.
2. Based on the Social Value Model<sup>2</sup>, UKRI have identified “Equal Opportunity” as the Key Theme most relevant to this Contract. Information about the Key Themes is presented in the table below:

### **Table of Social Value Key Themes:**

<sup>1</sup> [Public Services \(Social Value\) Act 2012 \(legislation.gov.uk\)](https://www.legislation.gov.uk/ukpga/2012/10/section/1)

<sup>2</sup> [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts)

Key Themes		
Theme:	<b>Equal Opportunity</b>	
Policy Outcome:	Reduce the disability employment gap	Tackle workforce inequality
Delivery Objectives (Activities that):	<ul style="list-style-type: none"> <li>• Demonstrate action to increase the representation of disabled people in the contract workforce.</li> <li>• Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.</li> <li>• Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</li> <li>• Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.</li> <li>• Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain</li> </ul>
Reporting Metrics:	<ul style="list-style-type: none"> <li>• Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>• Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.</li> <li>• Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>• Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract</li> </ul>	<ul style="list-style-type: none"> <li>• Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>• Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.</li> <li>• Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>• Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Total percentage of people from groups under-represented in the workforce on other training</li> </ul>

	<p>workforce, by UK region.</p> <ul style="list-style-type: none"> <li>Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> </ul>	<p>schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <ul style="list-style-type: none"> <li>Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>Number of companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>Percentage of the supply chain for which supply chain mapping has been completed to the appropriate tier or to source in order to reduce the risks of modern slavery.</li> <li>Number of people-hours devoted to supporting victims of modern slavery under the contract.</li> </ul>
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The Contract duration shall be for a period of 11 months with optional extensions of a further 3 years on an annual basis from commencement of the Contract.

### **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 UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire 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		
Evaluation Envelope	Q No.	Question subject
<b>Qualification Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.1(a) – p	Contact details
<b>Qualification Questionnaire Part 2: Exclusion Grounds</b>		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions
	1.2(a)(ii)	Participation in a criminal organisation
Section 1	1.2 (a) - (iii)	Corruption
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.
Section 2	2.1(a) (i-ii)	Payment of tax or social security
Section 3	3.1	Detailed grounds for exclusion
Section 3	3.1 (a)	Situations summarised
Section 3	3.1 (b)	Breach of environmental law obligations



Section 3	3.1 (c)	Breach of social law obligations
Section 3	3.1 (d)	Breach of labour law obligations
Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2	Modern Slavery
<b>Qualification Questionnaire Part 3: Selection Questions</b>		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 6	6.1	Relevant experience and contract examples
Section 6	6.2	Subcontracting and healthy supply chains
Section 6	6.3	Technical and Professional Ability
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures
Section 8	8.2(a)	Health and Safety
Section 8	8.3(a)	Tackling Modern Slavery in Supply Chains
Part 3	SEL1.10 – 1.13	Information Security
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of Information
Part 3	Declaration	Covering all sections of the bid submission
	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 achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. AWARD questionnaire

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

Award Pass / Fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Qualification	AW6.1	Compliance to the Specification
Qualification	AW6.2	Variable Bids
Commercial	AW5.3	Firm and Fixed Price
Commercial	AW5.4	Maximum Budget
-	-	Request for Proposal response – received on time within the eSourcing Portal
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.4.5. Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged. Where a Non-Commercial criterion requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.

#### 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.

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Quality	PROJ1.1	Understanding and Delivery Approach	80%	35%
Quality	PROJ1.2	Team composition, skills, expertise and capacity		25%
Quality	PROJ1.3	Course Detail and Evaluation		10%
Quality	PROJ1.4	Social Value		10%

**Award Evaluation of criteria****Non-Commercial Elements**

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

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

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

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

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
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 question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

**Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

Evaluator 4 scored your bid as 40

Your final score will  $(60+60+40+40) \div 4 = 50$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

**Commercial Elements** will be evaluated on the following criteria.

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

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

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.

**Award criteria in the event of a tied place for an award decision**

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place re more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the

Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Non Commercial criteria

For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non commercial

Bidder B scores 15.10 for Commercial and 42.40 for Non commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who score the highest on under Non-commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

## 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 UKSBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.</li> </ul>
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 criteria.</li> <li>The bid may be subject to moderation as advised in the criteria section, prior to any award decision.</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 and / Award criteria.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>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</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>Financial Credit check for the Bidder</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 meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Evaluation Response Questionnaires

### 6.1. Qualification / Selection Questionnaire

- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **eSourcing Portal**.

**Guidance on how to register and use the eSourcing portal is available at**

**<https://beisgroup.ukp.app.jaggaer.com/>**

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

### 6.2. Technical and Commercial Questionnaire

- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **eSourcing Portal**.

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Specialist training and coaching in continuous improvement. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract(s) being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UKSBS 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 UKSBS 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 UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS 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 UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services / covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no



electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to eSourcing Helpdesk

**Phone** 08000 698 632

**Email** [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link:

<https://beisgroup.ukp.app.jaggaer.com/>

- 7.1.12. Please utilise the messaging system within the eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal 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 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 shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
  - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.

- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

- 7.2.1. A Bidders' Conference will not] be held in conjunction with this procurement.

7.2.2.

## **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. UKSBS 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. UKSBS 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 revised its Government Security Classifications (GSC) classification scheme on the 5<sup>th</sup> of August 2024 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as

a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

## 7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS 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 minimum period of 90 days. A Response valid for a shorter period will 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 UKSBS 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 eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. 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 UKSBS 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 page limit. Any responses with pages in excess of the page limit will only be considered up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to <mailto:the Buyer> in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no

guarantee it will consider any request for a late Response to be considered.

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

## **7.10. Canvassing**

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members 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 UKSBS, the Contracting Authority, 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 following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority 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 UKSBS, or the Contracting Authority 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 5 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 eSourcing portal unless the eSourcing portal is unavailable due to 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 eSourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 12 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 eSourcing portal. 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 UKSBS 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 Find a Tender 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.

### What makes a good bid – some simple do's ☺

#### DO:

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

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

7.21.12. Do check and recheck your Bid before dispatch.

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

### DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10. Do not exceed page limits, the additional pages will not be considered.
- 7.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix A – Glossary of Terms

TERM	MEANING
<b>“UKSBS”</b>	means UK Shared Business Services Ltd herein after referred to as UKSBS.
<b>“Bid”, “Response”, “Submitted Bid”, or “RFP Response”</b>	means the Bidders formal offer in response to this Request for Proposal
<b>“Bidder(s)”</b>	means the organisations being invited to respond to this Request for Proposal
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this RFP relating to the submission of a Bid
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
<b>“Contracting Authority”</b>	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
<b>“Due Diligence Information”</b>	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
<b>"EIR"</b>	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
<b>“Find a Tender”</b>	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
<b>“FoIA”</b>	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
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person ”</b>	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement
<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Request for Proposal” or “RFP”</b>	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
<b>“Supplier(s)”</b>	means the organisation(s) awarded the Contract