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To All Tenderers

Your Ref:

Our Ref: ITQ 700708368

Date: 19 June 2020

Dear Sir/Madam

Invitation To Quote 700708368 - Body Worn Video Cameras and Associated Support Capabilities

EMSCU Dynamic Purchasing System – Body Worn Video Devices, DEAMS (Digital Evidence and Management Software) and Ancillary Products, Services and Solutions

Lot 3 – Integrated BWV Devices and DEAMS Solution.

1. You are invited to tender for the Body Worn Video Cameras and Associated Support Capabilities requirement in competition in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 31 August 2020, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 16-Jul-2020 10:00 BST. In accordance with the tender submission details.
4. Please confirm receipt of this invitation to tender to Iain McLean at the E-mail address iain.mclean118@mod.gov.uk within 3 working days.

Yours faithfully

Iain McLean

List of Suppliers Invited to Submit a Tender for ITQ No. 700708368

Invited Suppliers

Supplier Name	Contact Name	Contact Email
A&O IT Services Ltd	Rod Moore	rod.moore@aoitgroup.com
Audax Global Solutions Ltd	Mike Pitt	Mike@audaxit.co.uk
Axon	Mike Ashby-Clarke Helen Hill Matthew Spencer	maclarke@axon.com hhill@axon.com maspencer@axon.com
David Horn	Paul Jackson Jeff Horn	paulj@dhcltd.co.uk jeff.horn@dhcltd.co.uk
Edesix	Uday Keshvala	tender-enquiries@edesix.com
Motorola	Mark Wade Chris Rooney Kay Ravenscroft	mark.wade@motorolasolutions.com chris.rooney@motorolasolutions.com kay.ravenscroft@motorolasolutions.com
Pinnacle	Tim Lilleyman Rachel Speak	tim@pinnacleresponse.com rachel@pinnacleresponse.com
Reveal	Mike Jennings Jack Ashton	Mike.Jennings@revealmedia.com Jack.Ashton@revealmedia.com
RSG Engineering	Graham Vinson	robert@rsg-ontop.com
Watchguard	Jags Gill Madeline Powell	jags.gill@motorolasolutions.com watchguard.bids@motorolasolutions.com
Wireless CCTV	Daniel Stokes Daniel Del Soldato	danielstokes@wcctv.com danieldelsoldato@wcctv.com
Northgate Public Services	Carol Webb Sue Holloway	frameworks@northgateps.com

Invitation To Quote
for
700708368 – Body Worn Video Cameras and Associated Support
Capabilities

Contents

This invitation consists of the following documentation:

- Invitation To Quote (ITQ). The ITQ sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- o Section A – Introduction

- ITQ Definitions
- Purpose
- ITQ Documentation and ITQ Material
- Tender Expenses
- Material Change of Control from Supplier Selection
- Contract Conditions
- Consultation with Credit Reference Agencies
- Other Information

- o Section B – Key Tendering Activities

- o Section C – Instructions on Preparing Tenders

- Tenders for Selected Contractor Deliverables
- Construction of Tenders
- Validity
- Variant Bids

- o Section D – Tender Evaluation

- o Section E – Instructions on Submitting Tenders

- Submission of your Tender
- Samples

- o Section F – Conditions of Tendering

- Conforming to the Law
- Bid Rigging and Other Illegal Practices
- Conflicts of Interest
- Government Furnished Assets
- Standstill Period
- Publicity Announcement
- Sensitive Information
- Reportable Requirements
- Specific Conditions of Tendering

- o ITQ Annex A – Tender Submission Document (Offer)

- Appendix 1 to Annex A (Offer) – Information on Mandatory Declarations
- Statement of Requirement – Annex B
- DEFFORM 111 – Addresses and Other Information

- Tenderer's Commercially Sensitive Information (Defform 539A)
- Technical Evaluation Matrix – Annex E
- Commercial/Financial Evaluation Matrix – Annex E

Section A – Introduction

Document Definitions

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A2. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Quote. Where "you" is used this means an action on you the Tenderer.

A3. "Invitation to Quote" (ITQ) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A "Tender" is the offer that you are making to the Authority.

A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The "Statement of Requirement" details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Annex B to this document. This may include the System Requirements Document (SRD).

A8. "Conditions of Tendering" means the conditions set out in this document that govern the competition.

A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A10. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A2.

Purpose

A11. The purpose of this ITQ is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- tender process and timetable for the next stages of the procurement;
- instructions and conditions that govern this competition;
- information you must include in your Tender and the required format;
- administrative arrangements for the receipt and evaluation of Tenders; and
- Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A12. The sections in this ITQ and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITQ has been issued to all potential Tenderers on EMSCU DPS Lot 3 – Integrated BWV Devices and DEAMS Solutions.

A14. This ITQ is exempt from the Public Contracts Regulations 2015 as this is a competition under a current framework. The requirement will be advertised by the Authority in the Contracts Finder in accordance with transparency, following contract award.

ITQ Documentation and ITQ Material

A15. ITQ Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITQ. ITQ Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITQ. ITQ Documentation, ITQ Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITQ Documentation and ITQ Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITQ Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITQ;
- c. seek written approval from the Authority if you need to provide access to any ITQ Documentation or ITQ Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITQ Documentation or ITQ Material (or use beyond the original purpose), or further use of ITQ Documentation or ITQ Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITQ Documentation, ITQ Material and derived information of an unmarked nature, should you decide not to respond to this ITQ, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITQ Documentation and ITQ Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITQ Documentation and ITQ Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG).

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Section B – Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	2 July 2020, 1200hrs	Tenderers	The Authority
Final Date for Requests for Extension to return date ²	2 July 2020, 1200hrs	Tenderers	The Authority
The Authority issues Final Clarification Answers	7 July 2020	The Authority	All Tenderers ³
Tender Return	16 July 2020, 1000hrs	Tenderers	The Tender Board, using AWARD
Tender Evaluation	17 Jul - 28 August 2020	The Authority	N/A
Contract Award	31 August 2020	The Authority	Winning Bidder

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 6 working days to submit your Tender.

The above dates are indicative and are subject to change

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Variant Bids Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITQ Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT) having regard to price, delivery, etc

MEAT Ratio Technical 70: Financial 30

To give a total score the following calculation shall be used:

Criterion score awarded X by weighting of Criteria = Technical Score

Each Part will be evaluation separately which may result in the Authority placing up to three contracts. Technical response and Price breakdown is required for each part you are tendering for.

Mandatory Criteria:	
Mandatory Requirements	See attached Technical/ Commercial/Financial Evaluation Matrix
Returns completed in ITQ, Annex A (Offer)	Pass / Fail
Minimum Technical Score Required	50% of Max Score for each Criteria
Failure to meet the Mandatory Criteria will result in your tender being non-compliant.	

<p>Cyber Risk Assessment:</p> <p>The Cyber Risk Profile is High, you are therefore required to complete a Supplier Assurance Questionnaire (SAQ), to demonstrate compliance.</p> <p>This can be done at the below link: https://suppliercyberprotection.service.xgov.uk/</p> <p>The associated Risk Assessment Reference (RAR) is: RAR-XXFX 98TF</p> <p>Please also provide Cyber Essentials Certificate.</p>	<p>If unable to produce Cyber Essential Cert then a Cyber implementation plan will need to be agreed between the Authority and Supplier</p>
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Format of Tender Response

Tenderers are required to submit their Tender Response as follows:-

<p>Signed Tender Submission Document (Offer) – Annex A to DEFFORM 47</p>
<p>A Statement confirming that Tenderers, unconditionally accept the EMSCU DPS Framework terms and conditions and the additional DEFCONS and DEFFORMS detailed in Annex B to this DEFFORM 47.</p>
<p>Tenderers should provide a list of any Assumptions they have made with regards to the requirement</p>
<p>Payment for Contractor Deliverables under the Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Tenderers are requested to acknowledge and agree that should this request for quote result in an order being placed, that CP&F would be the payment mechanism.</p>
<p>Technical proposal to include Tenderers proposals on how they will meet each of the Deliverables detailed in the SOR – Annex C to this DEFFORM 47. In addition, Tenderers should ensure that they respond to each of the questions contained in the TTEM – Annex E to DEFFORM 47</p>
<p>Completed DEFFORM 539A – Tenderers Commercially Sensitive Information – Appendix 4 to Annex B</p>
<p>Current Cyber Accreditation Certificate. Please note that the requirement has been assessed as High for Cyber and this means that Tenderers should have Cyber Essentials certification</p>

Section E – Instructions on Submitting Tenders

Submission of your Tender

Electronic Tender Submission

E1. Your Tender must be submitted electronically via the AWARD® Virtual Tender Board by 16/07/2020 10:00 BST. Hard copy, paper or delivered digital tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online tender response to ITT 700708368. You must provide one priced copy of your tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender as a PDF.

E3. Tenderers will receive AWARD® login details no later than 5 working days before the tender submission date. Once logged into the AWARD® service, uploading and submission instructions will be readily available. Login details will be sent via two separate automatically generated emails. Tenderers should ensure their local mail application settings allow receipt of computer-generated emails.

E4. AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded.

E5. If you intend to upload any ITAR or Export Controlled information as part of your tender, you must notify the Commercial Officer before you upload your tender to AWARD.

E6. If you have any difficulty accessing the AWARD® service or if you have any questions with regards to the tendering exercise itself, please contact Iain.mclean118@mod.gov.uk

Section F – Conditions of Tendering

F1. The issue of ITQ Documentation or ITQ Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITQ;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITQ at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITQ on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations

2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;

- h. choose not to award any contract as a result of the current procurement process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITQ that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. It is essential that you do not have a Conflict of Interest (COI).

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the ITQ Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14. 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-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (Appendix 6 of TOF) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITQ/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F17. Listed in the ITQ Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Ministry of Defence

Tender Ref No. 700708368

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITQ Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes* / No	
Have you completed Form 1686 for sub-contracts?			Yes* / No	

Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes* / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes* / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes* / No
If you have not previously submitQed a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No/ Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes* / No/ Not Required
Have you completed the additional Mandatory Requirements?	Yes* / No/ Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitQed to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature:	In the capacity of
.....
(Must be original)	(State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Registered Company Number:
	Dunn And Bradstreet number:

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the Security Policy Framework - Contractual Process.

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at Gov.UK.

20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and the information contained within DEFCON 539 Schedule X of TOF.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A Schedule X of TOF) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. There are no MAA Requirements.

Bank or Parent Company Guarantee

29. A Bank or Parent Company Guarantee is not required.

The Armed Forces Covenant

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support

Annex B - Contract Terms and Conditions

Contract conditions as per the EMSCU Dynamic Purchasing System for Body Worn Video Devices, DEAMS (Digital Evidence and Asset Management Software) and Ancillary Products, Services and Solutions.

DEFCON 76 (ISC)

DEFCON 76 (ISC) (Edn. 12/19) - Contractor's Personnel At Government Establishments

DEFCON 514

DEFCON 514 (Edn. 08/15) - Material Breach

DEFCON 522

DEFCON 522 (Edn. 11/17) - Payment and Recovery of Sums Due

DEFCON 530

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

DEFCON 531

DEFCON 531 (Edn. 11/14) - Disclosure of Information

DEFCON 532B

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 656A

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

DEFCON 658

DEFCON 658 (Edn. 10/17) - Cyber

DEFCON 674

DEFCON 674 (Edn. 09/19) - Advertising Subcontracts (Public Contracts Regulations 2015 only)

DEFCON 678

DEFCON 678 (Edn. 09/19) - SME Spend Data Collection

Note - The Contractor shall not "Off Shore" any MOD personnel's personal data. For the avoidance of doubt this means that no MOD personnel's personal data can be stored, viewed, accessed or transmitted outside the UK.

Appendix 1 to Annex B (Addresses and Other Information)

DEFFORM 111

1. Commercial Officer

Name: Iain McLean

Address: Kentigern House, 65 Brown Street, Glasgow G2 8EX

Email: iain.mclean118@mod.gov.uk ☎ +44 (0) 1412242681

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name:

Address Room 229, MDP-ODC-BRM, MOD Police HQ, Wethersfield, Braintree, Essex, CM7 4AZ

Email: ☎ +44

3. Packaging Design Authority Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)

☎ N/A

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: N/A

☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: NYK

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. **Consignment Instructions** The items are to be consigned as follows: N/A

10. **Transport.** The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arccott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS: https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Appendix 2 to Annex B (Confidentiality Agreement)

The provisions of this Clause are supplemental to DEFCON 531

1. Both DEFCON 531 and the provisions of this Clause apply to:
 - (A) This Tasking;
 - (B) Any Information disclosed by either party prior to the issue of a draft Tasking and in contemplation of Work being placed by the Authority under a Tasking; and
 - (C) Any Tasking placed under this Agreement, provided that Information provided to a party for the purpose of Tendering for a Tasking shall only be used for that Tendering purpose, and Information provided to a party for performing a Task placed on it under this Agreement shall only be used for the performance of that Task.

2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking Order, and to the obligations set out herein in respect of any Controlled Information (Definition in Clause 42 Schedule 1), the recipient of any Information shall:
 - (A) Upon the expiry or termination of the Agreement; or
 - (B) Upon the expiry or termination of any Tasking Order (for the purposes of which Information is disclosed); or
 - (C) If the Authority decides not to proceed with the issue of a Tasking Order (for the purposes of which Information is disclosed),

in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:
 - (1) Return to the other party the Information and all copies thereof; or
 - (2) Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking Order.

3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking Order in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).

Appendix 3 to Annex B (Montreal Protocol Substances)

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

Halon-1211 (bromochlorodifluoromethane - BFC)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CH ₂ FBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃
C ₂ HFBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ HFBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂H₃Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

Appendix 4 to Annex B (Commercially Sensitive Information)

Contract No:
Description of Contractor’s Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

ANNEX C - Statement of User Requirement

Essential and Desirable Criteria for Body Worn Video Camera and associated support capabilities.

- Equipment capability standards are in line with Home Office guidance¹
- Additional requirements are taken from Armed Policing specific recommendations for BVW²

¹ Home Office - Technical Guidance for Body Worn Video Devices - Publication No 077/1.

² NPCC Body Worn Video in Armed Policing Review 2015.

Requirement category	Essential Criteria	Desirable Criteria
<p>1 Mounting of Camera</p> <p>The device must be pointed correctly to ensure that the best evidence is captured. Body mounted devices are suitable for regular police roles, but Authorised Firearms Officer (AFO) roles require devices to be head mounted. All MDP users will be AFOs</p> <p>NOTE: This requirement will (1a-e) be physically tested on human subjects to ensure the essential criteria is met. The testing will take place subsequent to the bid scoring to ensure that only bidder who meet other essential criteria move to the testing phase.</p>	<p>1a) The ability to mount on a general duty cap or hat as MDP officers do not patrol in ballistic helmets.</p> <p>1b) The mounting must be securely attached in a way that avoids accidental loss and malicious removal and is capable of holding the camera in position without moving position unintentionally when the user is walking or running.</p> <p>1c) The user must be able to comfortably wear the camera mounted on a cap or hat for prolonged periods of duty (at least 3 hours at a time).</p> <p>1d) An additional capability to mount onto a ballistic helmet.</p> <p>1e) The ballistic helmet mounting must be securely attached in a way that avoids accidental loss and malicious removal and is capable of holding the camera in position without moving position unintentionally when the user is walking or running.</p>	
<p>2 Field of View (FoV)</p> <p>BWV devices employ wide angle lenses that record a broad scene in full focus.</p>	<p>2a) FoV between 70° and 130° on the horizontal for Standard Definition's 4:3 aspect ratio.</p> <p>2b) FoV between 120° and 170° on the horizontal for High Definition's 16:9 aspect ratio.</p>	
<p>3 Mounting of Camera</p> <p>Body mounted devices are suitable for regular police roles, but Authorised Firearms Officer roles require devices to be head mounted.</p>	<p>3a) Mounting system for Ballistic Helmet.</p> <p>3b) Mounting system for police baseball cap</p>	
<p>4 Video Orientation</p>	<p>4a) Rotation of the video should be possible using free software including VLC media player.</p>	<p>4c) Video should be automatically re-</p>

	Video must be viewable at the correct orientation irrespective of how the device is attached.	4b) Time and date information should remain correctly orientated.	orientate when required
5	<p>Recording Indicator</p> <p>People need to be made aware that they are being recorded</p>	<p>5a) Indicator such as a red light visible from the front of the device when recording is activated.</p> <p>5b) Audible and/or flashing lights on BWV cameras must be capable of being disabled by AFOs when engaged in firearms operation.</p>	
6	<p>Battery Capacity</p> <p>Devices require enough battery capacity to cover the recording requirements of a working shift</p>	<p>6a) Device must fulfil the 12hr minimum standby and 8hr minimum recording capacity on a single charge irrespective of continuous background power demands.</p> <p>6b) Chargeable with docking station and by USB cable.</p> <p>6c) Mobile charging using in-car power socket and portable USB chargers.</p>	
7	<p>Battery Charge Indicator</p> <p>Users need to know a device's state of charge</p>	7a) Indicator showing the charge level and when the device is being charge.	
8	<p>Audio quality</p> <p>Audio performance is heavily influenced by environmental effects. BWV devices are frequently used outside where these effects are strongest.</p>	<p>8a) Clearly record a conversation between the user and people in proximity.</p> <p>8b) Optimised to record speech rather than background noise</p>	
9	<p>Video quality</p> <p>Several factors affect video quality although the most obvious are resolution and</p>	9a) Minimum resolution is Standard Definition.	

	<p>frame per second rate (fps). In addition, BWV devices are frequently used when light levels are low.</p>	<p>9b) Minimum frame rate is 25fps (UK PAL standard).</p> <p>9c) Produce an acceptable video recording under street lighting and inside buildings</p> <p>9d) Maintain a constant frame rate; except in low light when a reduction can result in a better video recording</p>	
10	<p>Video Format</p> <p>BWV recordings need to be viewed by Police and Criminal Justice System partners across multiple IT platforms.</p>	<p>10a) Recording is viewable in its original format using free software including VLC media player</p> <p>10b) Audio is synchronised with video</p> <p>10c) When transferred off the device, recordings should be preserved in their original format and any metadata retained.</p>	
11	<p>Time and date</p> <p>For evidential continuity, the correct time and date must always be visible in BWV footage.</p>	<p>11a) Visible when being replayed.</p> <p>11b) Visible in clips and stills acquired from an original video file.</p> <p>11c) Visible when downscaled to Standard Definition resolution.</p> <p>11d) Visible and accurate when frame rate is reduced to 25 fps for court replay.</p> <p>11e) GMT time zone for UK.</p> <p>11f) ISO format YYYY-MM-DD and hh:mm:ss (24hr).</p>	

12	<p>Video file creation</p> <p>For continuity, each recorded incident should have its own file or files, with a unique file name or code</p>	<p>12a) File name or code is not altered when the video file is transferred off the device.</p> <p>12b) Characters in the file name or code should indicate when a single recorded incident has been saved in multiple files.</p>	
13	<p>Storage media</p> <p>Video recordings must not be tampered with, lost or accidentally destroyed.</p>	<p>13a) Non removable internal media storage or cloud based encrypted solution.</p>	
14	<p>Data encryption</p> <p>Video recordings should be protected if the device is lost.</p>	<p>14a) Encryption is recommended by the Information Commissioners Office and Surveillance Camera Commissioner as an effective way to achieve data security with AES-128 and AES-256 are common standards for data encryption.</p>	
15	<p>User access</p> <p>Limit the potential for the User to interfere with the recording.</p>	<p>15a) User is unable to erase or edit the recordings on the device.</p> <p>15b) Ability to manage recordings on the device only possible with special administrator access.</p> <p>15c) Authentication such as a PIN is required to replay any recording either on the BWV device.</p>	
16	<p>Data transfer to back office system</p> <p>Video recordings should be transferred off the device as soon as possible.</p>	<p>16a) Data transfer is via a docking station or with a USB cable.</p> <p>16b) IT systems should allow the transfer of data from any manufacturer's devices</p>	<p>16c) DEAMS integrates with existing MoD network software platforms</p>

		16c) Supply of integrated BVW device and Evidence and Management Solution (DEAMS)	
17	<p>Durability</p> <p>Devices should be suitably robust and function effectively in their operational environment. IP (Ingress Protection) rating is the common measure of a device's resistance to dust and water IP54 is 'dust protected' and 'protected against water splashes'. IP65 that is 'dust tight' and 'protected against water jets'. IP67 that is 'dust tight' and 'water proof up to 1m'</p>	17a) Minimum rating of IP54.	17b) Marine based roles optional rating of IP65 or protective covers to enhance IP rating.
18	<p>Pre-event recording buffer</p> <p>A continuous recording loop designed to ensure that relevant information is still captured if the user is unable to immediately activate the recording</p>	<p>18a) Configurable buffer time and ability to disable the function</p> <p>18b) Should not affect when a User activates recording on their device</p>	
19	<p>Geo Tagging</p> <p>Applies location data to image and video files</p>	<p>19a) Use open standard protocols</p> <p>19b) Apply to image and video files</p> <p>19c) Can be paired with additional mobile device to extract location data</p>	

Annex D - Pricing Document

Requirements:			
Item	Number required	Unit cost £	Total cost £
BWV Camera	975		
BWV Camera 3-year warranty	975		
Camera Docking station (6 cameras) with 3-year warranty	165		
Camera Docking station 3-year warranty	165		
Baseball cap/ Helmet attachment -personal issue	2000		
Body Armour attachment – personal issue	2000		
Cloud or standalone DEAMS annual licence	975		
Total			

Annex E – Tender Technical Evaluation Matrix

Information for bidders:

- a. The MDP is a national police force within the MOD, its core task is protection of Defence Nuclear assets, key Defence locations, MOD personnel, and Critical National Infrastructure
- b. The MDP currently has around 2600 to 2700 officers (levels fluctuate as MOD policing requirements change on a routine basis) the great majority of which are authorized firearms officers (AFO's). Weapons systems used are primarily carbine with 9 mm pistol as a secondary weapon. Officers are deployed on a 24/7 basis, 365 days per year at numerous locations across England, Scotland, Wales and Northern Ireland.
- c. The MDP are a fully attested police force with each officer holding the office of constable. Consequently, although falling under the MOD, MDP Officers are required to meet and maintain wider police service standards including those set by the College of Policing (CoP) and National Police Chiefs Council (NPCC).
- d. The MDP does not maintain a full IT capability and uses wider MOD provided systems for standard desktop applications. The Force's future strategic intent is to provide greater integration with MODNet. MDP will adopt a MOD Cloud first approach where possible which is the MOD's corporate cloud solution.
- e. The Contractor should ensure that its provision supports the Government Digital Service (GDS) Technology Code of Practice in the delivery of the systems: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

Guidance on the process

The information specified within this SoR concerning the system and equipment requirements of the MDP is the best available at the time of issue. Subject to contract and without bias this SoR defines the requirements the Ministry of Defence Police (MDP) to procure a Body Worn Video system. The purpose of this document is to specify the evaluation process against which service providers will be scored.

The Authority will evaluate the response using the following characteristics, and award a score based solely on the logic described in the scoring guidance table below.

The Technical Mark will be converted to a score out of 70. The best technical score will be awarded the top possible mark (70) and each other bidder will be awarded a proportionate score out of 70 dependent on how their particular score equates to the top technical score.

Please Note: Any question scoring a “0” will deem the bidder non-compliant. The Authority also reserves the right to regard a score of 1 in any category as non-compliant.

Tender Evaluation Scoring:

Assessment	Score	Interpretation
Excellent	5	Exceeds the requirement. Exceptional demonstration in the Bid of the understanding and skills required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
Good	4	Satisfies the requirement with minor additional benefits. Above average demonstration in the Bid of the understanding and skills, required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement.
Minor Reservations	2	Minor reservations. Some minor reservations of the Bidder’s understanding and skills required to provide the supplies / services, with little or no evidence to support the response.
Serious Reservations	1	Major reservations. Considerable reservations of the Bidder’s understanding and skills required to provide the supplies / services, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the understanding and skills required to provide the supplies / services, with little or no evidence to support the response.

Essential and Desirable Criteria for Body Worn Video Camera and associated support capabilities.

- Equipment capability standards are in line with Home Office guidance³
- Additional requirements are taken from Armed Policing specific recommendations for BVW⁴

A		B	C	D	E	F	G
Requirement category		Criteria	Weighting <u>Importance</u> 1 – low 2 – medium 3 – high	Essential / Desirable	Evaluation score (0 to 3)	Total Evaluation score (CxD)	Evaluation supporting comments
1	Mounting of Camera The device must be pointed correctly to ensure that the best	1a) The ability to mount on a general duty cap or hat as MDP officers do not patrol in ballistic helmets.		E			

³ Home Office - Technical Guidance for Body Worn Video Devices - Publication No 077/1.

⁴ NPCC Body Worn Video in Armed Policing Review 2015.

	<p>evidence is captured. Body mounted devices are suitable for regular police roles, but Authorised Firearms Officer (AFO) roles require devices to be head mounted. All MDP users will be AFOs</p> <p>NOTE: This requirement will (1a-e) be physically tested on human subjects to ensure the essential criteria is met. The testing will take place subsequent to the bid scoring</p>	<p>1b) The mounting must be securely attached in a way that avoids accidental loss and malicious removal and is capable of holding the camera in position without moving position unintentionally when the user is walking or running.</p> <p>1c) The user must be able to comfortably wear the camera mounted on a cap or hat for prolonged periods of duty (at least 3 hours at a time).</p> <p>1d) An additional capability to mount onto a ballistic helmet.</p> <p>1e) The ballistic helmet mounting must be securely attached in a way that avoids accidental loss and malicious removal and is capable of holding the</p>		<p>E</p> <p>E</p> <p>E</p> <p>E</p>			
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	to ensure that only bidder who meet other essential criteria move to the testing phase.	camera in position without moving position unintentionally when the user is walking or running.					
2	Field of View (FoV) BWV devices employ wide angle lenses that record a broad scene in full focus.	2a) FoV between 70° and 130° on the horizontal for Standard Definition's 4:3 aspect ratio. 2b) FoV between 120° and 170° on the horizontal for High Definition's 16:9 aspect ratio.		E			
3	Mounting of Camera Body mounted devices are suitable for regular police roles, but Authorised Firearms Officer roles require	3a) Mounting system for Ballistic Helmet. 3b) Mounting system for police baseball cap		E			

	devices to be head mounted.						
4	<p>Video Orientation</p> <p>Video must be viewable at the correct orientation irrespective of how the device is attached.</p>	<p>4a) Rotation of the video should be possible using free software including VLC media player.</p> <p>4b) Time and date information should remain correctly orientated.</p> <p>4c) Video should be automatically re-orientate when required</p>	1	E			
5	<p>Recording Indicator</p> <p>People need to be made aware that they are being recorded</p>	<p>5a) Indicator such as a red light visible from the front of the device when recording is activated.</p> <p>5b) Audible and/or flashing lights on BWV cameras must be capable of being disabled by AFOs</p>		E			

		when engaged in firearms operation.					
6	<p>Battery Capacity</p> <p>Devices require enough battery capacity to cover the recording requirements of a working shift</p>	<p>6a) Device must fulfil the 12hr minimum standby and 8hr minimum recording capacity on a single charge irrespective of continuous background power demands.</p> <p>6b) Chargeable with docking station and by USB cable.</p> <p>6c) Mobile charging using in-car power socket and portable USB chargers.</p>		E			
7	<p>Battery Charge Indicator</p> <p>Users need to know a device's state of charge</p>	<p>7a) Indicator showing the charge level and when the device is being charge.</p>		E			

<p>8</p>	<p>Audio quality</p> <p>Audio performance is heavily influenced by environmental effects. BWV devices are frequently used outside where these effects are strongest.</p>	<p>8a) Clearly record a conversation between the user and people in proximity.</p> <p>8b) Optimised to record speech rather than background noise</p>		<p>E</p> <p>E</p>			
<p>9</p>	<p>Video quality</p> <p>Several factors affect video quality although the most obvious are resolution and frame per second rate (fps). In addition, BWV devices are frequently used when light levels are low.</p>	<p>9a) Minimum resolution is Standard Definition.</p> <p>9b) Minimum frame rate is 25fps (UK PAL standard).</p> <p>9c) Produce an acceptable video recording under street lighting and inside buildings</p> <p>9d) Maintain a constant frame rate; except in low light when a reduction can result in a better video recording</p>		<p>E</p> <p>E</p> <p>E</p> <p>E</p>			

10	<p>Video Format</p> <p>BWV recordings need to be viewed by Police and Criminal Justice System partners across multiple IT platforms.</p>	<p>10a) Recording is viewable in its original format using free software including VLC media player</p> <p>10b) Audio is synchronised with video</p> <p>10c) When transferred off the device, recordings should be preserved in their original format and any metadata retained.</p>		E			
11	<p>Time and date</p> <p>For evidential continuity, the correct time and date must always be visible in BWV footage.</p>	<p>11a) Visible when being replayed.</p> <p>11b) Visible in clips and stills acquired from an original video file.</p> <p>11c) Visible when downscaled to Standard Definition resolution.</p>		E			

		<p>11d) Visible and accurate when frame rate is reduced to 25 fps for court replay.</p> <p>11e) GMT time zone for UK.</p> <p>11f) ISO format YYYY-MM-DD and hh:mm:ss (24hr).</p>		E			
12	<p>Video file creation</p> <p>For continuity, each recorded incident should have its own file or files, with a unique file name or code</p>	<p>12a) File name or code is not altered when the video file is transferred off the device.</p> <p>12b) Characters in the file name or code should indicate when a single recorded incident has been saved in multiple files.</p>		E			
13	<p>Storage media</p> <p>Video recordings must not be tampered with, lost</p>	<p>13a) Non removable internal media storage or cloud based encrypted solution.</p>		E			

	or accidentally destroyed.						
14	Data encryption Video recordings should be protected if the device is lost.	14a) Encryption is recommended by the Information Commissioners Office and Surveillance Camera Commissioner as an effective way to achieve data security with AES-128 and AES-256 are common standards for data encryption.		E			
15	User access Limit the potential for the User to interfere with the recording.	15a) User is unable to erase or edit the recordings on the device. 15b) Ability to manage recordings on the device only possible with special administrator access. 15c) Authentication such as a PIN is required to replay any recording		E E E			

		either on the BWV device.					
16	<p>Data transfer to back office system</p> <p>Video recordings should be transferred off the device as soon as possible.</p>	<p>16a) Data transfer is via a docking station or with a USB cable.</p> <p>16b) IT systems should allow the transfer of data from any manufacturer's devices</p> <p>16c) Supply of integrated BVW device and Evidence and Management Solution (DEAMS)</p> <p>16d) DEAMS integrates with existing MoD network software platforms</p>	2	E E D			
17	<p>Durability</p> <p>Devices should be suitably robust and function effectively in their operational environment. IP</p>	<p>17a) Minimum rating of IP54.</p> <p>17b) Marine based roles optional rating of IP65 or</p>	2	E D			

	<p>(Ingress Protection) rating is the common measure of a device's resistance to dust and water. IP54 is 'dust protected' and 'protected against water splashes'. IP65 that is 'dust tight' and 'protected against water jets'. IP67 that is 'dust tight' and 'water proof up to 1m'</p>	<p>protective covers to enhance IP rating.</p>					
18	<p>Pre-event recording buffer</p> <p>A continuous recording loop designed to ensure that relevant information is still captured if the user is unable to immediately activate the recording</p>	<p>18a) Configurable buffer time and ability to disable the function</p> <p>18b) Should not affect when a User activates recording on their device</p>		E			
				E			

19	Geo Tagging Applies location data to image and video files	19a) Use open standard protocols 19b) Apply to image and video files 19c) Can be paired with additional mobile device to extract location data		E			
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Note: The Commercial Evaluation is completed first; a financial evaluation will only be undertaken for those Tenderers that are deemed to be Technically and Commercially compliant.

2. Financial

The Pricing (Financial) Mark will be converted to a score of 30. The lowest total firm price will be awarded the top possible mark (30) and each other bidder will be awarded a proportionate score out of 30 dependent on how their particular score equates to the top Pricing score.

3. Joint Evaluation

The Pricing score will then be added to the Technical score in order to provide each technical and commercially compliant tender an overall evaluation score. Highest scoring bidder will be awarded contract. See attached example.

Tender Award Evaluation Example

The example below demonstrates Joint evaluation results using the Percentage Score Method for the MEAT combined Technical and Price Evaluation which is the basis for this Tender (Technical **60**/Financial **40**).

Technical/Price Evaluation:

Bidder A scores an actual technical score of 95/120 and proposes a price of £1,500,000

Bidder B scores an actual technical score of **103**/120 and proposes a price of £1,750,000

Bidder C scores an actual technical score of 83/120 and proposes a price of **£950,000**

Bidder D scores an actual technical score of 87/120 and proposes a price of £1,150,000

Commercial Evaluation:

Bidder provides confirmation and provides details stated in Evaluation Matrix

Joint Evaluation:

All the bids have been deemed technically and commercially compliant and the evaluation will therefore be conducted as follows:

Bidder **B** has provided the best technical score and will score 60

Bidder **C** has provided the best financial score and will score 40

Bidder A will score $95/103 = 92\%$ of 60 = 55 and $£950,000/£1,500,000 = 63\%$ of 40 = 25 totalling 80

Bidder B will score $103/120 = 86\%$ of 60 = 52 and $£950,000/£1,750,000 = 54\%$ of 40 = 22 totalling 74

Bidder C will score $83/103 = 80\%$ of 60 = 48 and $£950,000 = 40$ totalling **88**

Bidder D will score $87/103 = 84\%$ of 60 = 50 and $£950,000/£1,150,000 = 82\%$ of 40 = 33 totalling 83

Therefore the bidder with the top combined score wins the competition, which in this example would be **Bidder C**

