

# Request for Proposal



**Request for Proposal (RFP) on behalf of Department for Business, Energy and Industrial Strategy (BEIS)**

**Subject: Energy and Climate Change Behavioural Science Framework - RAF063/2122**

**Sourcing Reference Number: PS21172**

## Table of Contents

<b>Section</b>	<b>Content</b>
1	<a href="#"><u>About UK Shared Business Services Ltd.</u></a>
2	<a href="#"><u>About the Contracting Authority</u></a>
3	<a href="#"><u>Working with the Contracting Authority.</u></a>
4	<a href="#"><u>Specification and about this procurement</u></a>
5	<a href="#"><u>Evaluation model</u></a>
6	<a href="#"><u>Selection and award questionnaires</u></a>
7	<a href="#"><u>General Information</u></a>
Appendix 'A'	Glossary of Terms
Appendix B	Call off Quote Template
Appendix C	GDPR Annex A
Appendix D	Non – Disclosure Agreement (NDA)
Appendix E	Commissioning Letter

# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

## Our Customers

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

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

## **Privacy Statement**

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

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

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

## **Privacy Notice**

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

### **YOUR DATA**

The Contracting Authority will process the following personal data:

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

#### *Purpose*

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

#### *Legal basis of processing*

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

#### *Recipients*

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

#### *Retention*

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

### **Your Rights**

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

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

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

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

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

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

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

### **International Transfers**

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

### **Complaints**

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

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

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

### **Contact Details**

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk).

## Section 2 – About the Contracting Authority

### Department for Business, Energy & Industrial Strategy (BEIS)

The Department for Business, Energy and Industrial Strategy (BEIS) was created as a result of a merger between the Department of Energy and Climate Change (DECC) and the Department for Business, Innovation and Skills (BIS), as part of the Machinery of Government (MoG) changes in July 2016.

The Department is responsible for:

- developing and delivering a comprehensive industrial strategy and leading the government's relationship with business;
- ensuring that the country has secure energy supplies that are reliable, affordable and clean;
- ensuring the UK remains at the leading edge of science, research and innovation; and
- tackling climate change.

BEIS is a ministerial department, supported by 46 agencies and public bodies.

We have around 2,500 staff working for BEIS. Our partner organisations include 9 executive agencies employing around 14,500 staff.

<http://www.beis.gov.uk>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	The Department for Business, Energy and Industrial Strategy (BEIS) of 1 Victoria Street, London, SW1H 0ET
3.2.	Buyer	Alexandra Richards
3.3.	Buyer contact details	Professionalservices@uksbs.co.uk
3.4.	Estimated value of the Opportunity	£1,500,000.00 Excluding VAT for the full duration of the framework. (Including all lots)
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	Wednesday, 13 <sup>th</sup> April 2022
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday, 13 <sup>th</sup> April 2022
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Wednesday, 11 <sup>th</sup> May 2022 11:00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Friday, 13 <sup>th</sup> May 2022
3.10.	Closing date and time for Bidder to request RFP documents	Thursday, 26 <sup>th</sup> May 2022 10:00
3.11.	Closing date and time for Bidder to submit their response (' <b>the deadline</b> ').	Thursday, 26 <sup>th</sup> May 2022 11:00
3.12.	Clarifications and / or site visits (if required)	Monday, 13 <sup>th</sup> June 2022
3.13.	Notification of proposed Contract award to unsuccessful bidders	Monday, 27 <sup>th</sup> June 2022
3.14.	Anticipated Contract Award Date	Monday, 11 <sup>th</sup> July 2022
3.15.	Commencement of Contract	Friday, 15 <sup>th</sup> July 2022
3.16.	Completion of Contract	Friday, 29 <sup>th</sup> November 2024
3.17.	Bid Validity Period	90 Days



## Section 4 – Specification and about this procurement

### **Executive Summary**

UK Shared Business Services Ltd (UK SBS) on behalf of The Department for Business, Energy and Industrial Strategy (BEIS), wishes to establish a Framework for the provision of Energy and Climate Change Behavioural Science Services as per the specification below.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”).

This is a Services Framework being procured under the Open Above Threshold Procedure regulations.

It is intended that there will be 3 suppliers awarded to this Framework per lot. These awarded suppliers will be ranked 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> based off the scores awarded from the completion of this procurement per lot.

As and when requirements are identified within a lot, Call-Off Contracts will be awarded within the applicable lot based on the Framework ranking, with Supplier 1 being offered first, then moving to Supplier 2, and finally Supplier 3. An example of the Call-Off Quote Template and Call-Off Contract template that will be issued with details of the requirements when they become available is provided in Appendix B and Appendix E.

This RFP sets out details of the Framework Contract and expectations of any successful supplier.

### **1. Background**

This commission will be based upon our existing Energy and Climate Change Behavioural Science Framework, through which call-off contracts can be procured, as our current framework will expire shortly. We encourage bids from new suppliers, as well as those who are on the existing framework

The Framework is designed to allow BEIS to procure relatively small behavioural insights projects in the energy and climate space at pace. It has proved very useful thus far; since launching in February 2021, we have already commissioned nine projects through it for a range of teams across BEIS; we expect this high level of demand to continue.

Insights from behavioural science are important to ensure the delivery of the net zero and heat and buildings strategies. Behavioural science provides vital insight regarding the responses of citizens, consumers, businesses and other groups to government policies. Many energy and climate change policies require or encourage individuals to make informed choices in response to incentives, regulation and other measures. Behavioural science can ensure that individuals have the necessary information and support to make their own choices, thereby maximising the effectiveness of policy design and delivery.

At present, the pace of policy work in energy and climate change teams is rapid. The recent publication of the net zero and heat and buildings strategies has set out our focus



for developing and delivering policy. Speed is picking up in these areas, where behavioural insight will be key to achieving policy aims. For example, heat, energy efficiency policies and smart technologies will require insight on how we can help people make informed choices on sustainable behaviour.

One key challenge (especially within the current context) is ensuring behavioural science insights are taken into account at the right point within the policy development process. The framework will enable behavioural science evidence to be gathered and disseminated rapidly, maximising impact on policy development. There are also a number of ad hoc behavioural evidence needs that can emerge at short notice, and the existing framework has fulfilled behavioural research needs in a number of areas, including energy efficiency, clean heat, and renewable energy.

In addition, many opportunities to apply behavioural science expertise (e.g., applying behavioural science techniques to interrogate and improve policy proposals) are smaller tasks, which do not warrant the disproportionate amount of time/resources taken to procure them through other routes used by BEIS. This framework will enable BEIS to gain behavioural science insight within an appropriate timeframe to feed into policy development, while minimising the resources required to commission this work.

Overall, we anticipate this framework will continue to increase the utilisation of behavioural science insight within the development of energy and climate policy, helping to improve their effectiveness and inform choices on uptake by both the public and businesses.

## **2. Aims and Objectives of the Project**

The overarching aim of the framework is to maximise the effectiveness of energy/climate policy by ensuring that they are informed by behavioural science. BEIS wish to have access to expertise of applying behavioural science to improve energy/climate policy **and** subject matter expertise/understanding of behavioural/societal change.

The framework will be used to commission call-off contracts to help inform energy/climate change policy across BEIS. In particular, it will be used to improve the implementation and design of planned policies, propose ideas for new initiatives, support with methodological design and fulfil ad hoc behavioural evidence needs. A few examples of projects and policies that could be informed by this work include:

- Supporting the rapid development and implementation of policies (e.g., testing messages, simplifying consumer journeys and stress-testing policy ideas from a behavioural science perspective).
- Households will be faced with choices related to domestic energy efficiency policies which involve intrusive measures as well as more measures per home. Applying behavioural science techniques to ensure consumers feel adequately informed, supported and confident in making these choices will be increasingly important, thereby maximising the effectiveness of policy.
- To reach net zero there will need to be a low carbon heating transition which will require significant changes in heating technologies and other remedial measures. Behavioural science work could help to understand what supplementary softer initiatives (e.g., communications, practical support) could be launched alongside measures such as economic incentives and regulation (as well as inform the practical implementation of these measures) to help inform and support consumers' decisions about these technologies.

- Rapid experiments to test different policy options to understand public support and/or potential behavioural responses.
- Specific ad hoc tasks, such as identifying softer initiatives that we could implement to maximise the emission reduction potential of home working. These tasks can be highly diverse and may require the ability to bring in a range of skillsets (e.g., whole system modelling, systems thinking).
- In addition, the contractor should be able to provide BEIS with behavioural insights training if and when required, which will improve our ability to apply behavioural science insights to the policy development process, leading to lasting improvements in BEIS capability in this area.

The overall outcome of the contract would therefore be greater input of behavioural science into energy and climate policy formulation, resulting in more effective policies and ultimately ensure the successful delivery of the net zero strategy.

### 3. Suggested Methodology

There is a wide variety of behavioural science projects which we anticipate the contract will cover. These are split into 3 lots which will cover different project requirements and are likely to require different expertise. Suppliers can apply for as many lots as they wish to.

**Lot 1: Applying innovative behavioural thinking to a policy problem.**

**Lot 2: Understanding end users and developing behavioural solutions.**

**Lot 3: Testing the impact of policy proposals.**

The contract will need to run until 29<sup>th</sup> November 2024. However, BEIS will require a break clause within the contract, placed at the end of November 2022 and November 2023. The contract will have a maximum value cap of £1,500,000 across the duration of the contract. However, **there is no commitment from the Department for Business, Energy and Industrial Strategy that it will spend this or any amount of money through the Contract.**

The following specific requirements from bidders apply to all lots:

- As well as expertise applicable to behavioural science and social research methods, we require the team to have a strong working knowledge of, and expertise relating to, energy and climate change policy. To this end, we would **strongly encourage/expect** bids from consortia to incorporate academics and / or other experts that have expert an in-depth understanding of the relevant policy area to enhance the team's expertise (if required). It is also recommended that bidders offer flexibility to identify, and work with, experts on specific projects if the core team does not have subject matter expertise for a particular project.
- The team should be able to work flexibly, begin new projects at short notice, and work to tight timescales where required. The contractor will need to have sufficient resource available at short notice and the ability to prioritise such projects. Indeed, we have found that most primary research projects commissioned through the existing framework require very tight deadlines (e.g., two/three months from kick-off to completion of a project). However, these timeframes could be longer for more complex projects.

## Assessment

**For the ‘approach’ response, BEIS would like each bidder to outline how they would go about supporting the broad approach described for the lot(s) they are bidding for (no more than three pages).** This response should also take into account the more specific requirements set out above.

**For the scenario response, BEIS would like each bidder to outline their approach to the hypothetical project for the lot(s) they are bidding for. We require a summary (of no more than two pages each) outlining:**

- How you would approach the issue – the key questions and considerations;
- The key methods which would be used and why;
- The outputs/materials you would produce;
- A price breakdown (see separate document).

Projects similar to the ones described in the scenarios have in the past cost around £40k and have ranged from £20k- £70k. They were generally completed within 3 months of initiation, although this might vary depending on the complexity and scope of the project. We would expect outputs to include (although not limited to) a final report of maximum 30 pages.

## Lots

### **Lot 1: Applying innovative behavioural thinking to a policy problem.**

Energy & climate change policy often faces new difficult problems which require original perspectives. These might be knotty complex problems which cut across a range of policy areas, and would benefit from joined up thinking and taking a wide perspective. It may also be useful to further understand the behavioural processes or unintended consequences which affect a wide range of green choices.

Projects like this would require thinking innovatively and challenging existing thinking or approaches. This might involve approaches such as: applying behavioural models, evidence and techniques in new ways; drawing from other fields to inform behavioural problems; or bringing new theoretical or methodological perspectives to the issue. Example projects could be drawing on historical or international trends to outline potential behavioural impacts of future events; anticipating any behavioural spill over effects of green choices; and understanding the impact of uncertainty relating to future Net Zero policies on green choices.

We would generally not expect these projects to involve primary research. Ideally, they should bring together a range of experts (e.g., from academia) to work on these problems innovatively and progress our thinking.

Scenario 1: BEIS wants to understand whether, and if so how, it can facilitate a range of green choices (e.g., installing solar panels; buying an electric vehicle) required for reaching Net Zero simultaneously, rather than facilitating each green choice one at a time. This could, for example, require interventions which provide information to help decision-making related to multiple behaviours, and might therefore cut across multiple government departments. How would you approach this problem?

### **Lot 2: Understanding end users and developing behavioural solutions.**

Policy areas in early stages of development might need to further understand their policy context to develop policy proposals, which could require behavioural support.

This is likely to require translating problems into behavioural terms, conducting primary and/or secondary research and applying behavioural analysis to the findings (e.g., barriers analysis, consumer journey mapping, solution generation). For instance, BEIS carried out a project through the existing framework that identified the information, guidance and advice that households need to make energy efficient upgrades in their homes, and another project analysing the barriers to households and businesses installing solar photovoltaic panels (PV).

Primary research could take the form of qualitative research, for example interviews, online forums, focus groups, cognitive interviews, ethno-lite research (e.g., diaries) and user testing. It may include a deliberative element. Primary research may also require survey-based research. Suppliers should be able to use sampling methods such as random probability sampling or quota samples where necessary, as well as have access to appropriate samples (e.g., different tenure types, people who are digitally excluded).

We would expect these projects to draw on the findings to present a range of behavioural solutions to the issues raised to help inform the design and delivery of policy.

Scenario 2: A team in BEIS that works on Heat Networks requires research to understand how both consumers and small and medium-sized enterprises (SMEs) might be helped in making a decision on whether to connect to a Heat Network, and how policy might account for this. How would you use behavioural science to support this team in its objective?

### **Lot 3: Testing the impact of policy proposals.**

Policy areas in later stages of development might need to test policy proposals or behavioural interventions to identify their potential impact at scale. This could involve projects such as trialling different communication and implementation techniques or experiments to test the impact of different policy ideas against each other.

This will likely require experimental methods. Experimental research might involve randomised controlled trials and/or quasi-experimental methods, although they may have to be conducted online given the rapid nature of the framework. Suppliers should be able to use random probability samples and/or quota samples as necessary. This could also involve providing expert behavioural review of policy proposals or providing expert advice such as developing methodologies to support testing of behavioural interventions.

Scenario 3: A team in BEIS wants to increase trust in a new low-carbon heating technology to provide reassurance that it will perform well to those who may be interested in installing it. They are considering a range of policies (e.g., guarantee, annual service, trust mark for the provider). How would you test the relative effectiveness of these policies?

### **Quality assurance**

Suppliers are asked to provide details of their quality assurance processes at each stage during a project. Suppliers may wish to highlight the quality assurance processes they would undergo within a project as part of their response to one (or more) of the three hypothetical projects above.

## **4. Deliverables**

Outputs produced through individual commissions will vary on a project-by-project basis. These may include reports, training materials, presentation materials, and other products.

### **Data outputs**

BEIS may wish to request the underlying data for research outputs, particularly quantitative research (e.g., tables and crosstabs for surveys). The contractor is required to be able to provide this at request.

### **Quality assurance**

BEIS may wish to request quality assurance logs for major research outputs. The contractor is required to be able to provide this at request.

### **Publication**

Some of the outputs produced via this contract may be published publicly (for example we may request that they are published on the contractor's website); therefore, the supplier should be prepared to produce publication standard work. Whether project outputs will be published will be decided on a project-by-project basis.

### **Commissioning of individual projects**

Within BEIS, there will be a common process which all projects will undergo to act as quality assurance before requests to provide a proposal for work are submitted to the contractor. This will be a two-part process:

- 1) All applications from internal clients (e.g., policy) are submitted to the Social and Behavioural Energy Research team, which manages the Framework. Members of the team will carry out an assessment of the application.
- 2) Following feedback, the application is then sent to a sub-committee of more senior analysts who will assess project applications and ensure the project is suitable before they can be approved.

Once the proposed project is submitted to the contractor, a response will be required from the contractor within a maximum of five working days. Once the terms of the project are agreed, work can begin within two working days of a signed agreement

Once the commissioning letter of the project is agreed, work can begin within two working days of a signed agreement.

The maximum number of suppliers to be appointed per each Lot (1, 2 and 3) is 3 Suppliers per lot. Any Bidder achieving less than 60% on an individual question within the quality criterion will not be considered for appointment onto the framework agreement.

Please note that passing the mandatory minimum score does not guarantee a position on the framework.

Should the result of the process result in a tied place(s) then the supplier(s) who scored the highest total in the quality criterion (combined quality score) will be ranked before the other supplier.

**As part of your submission, we also request bidders to outline their expected management of the contract, including processes to be followed by the contractor's organisation upon the submission of a commission by BEIS.**

**Ranked Call Off Process:**

Once the proposed project is submitted to the Supplier in ranked position 1, a response will be required from the Supplier within a maximum of five working days. Should the Supplier in ranked position 1 advise that they are unable to provide the Services required, BEIS will issue the proposed project to Supplier 2. A response from Supplier 2 would be required within a maximum of five working days. Should Supplier 2 advise that they are unable to provide the Services required, BEIS will issue the proposed project to Supplier 3. A response from Supplier 3 would be required within a maximum of five working days.

For clarity, should a supplier fail to respond by the 5th working day, the contracting authority will deem that they are not interested in the requirement and will therefore by default, offer out the opportunity to the next supplier.

Once the proposal has been accepted by BEIS and a Call-Off Contract signed, BEIS would expect work to begin within two working days.

**Terms and Conditions**

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

## **Section 5 – Evaluation model**

### **5.1. Introduction**

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

### **5.2. Evaluation of Bids**

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire 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.

<b>Selection Pass/fail criteria</b>		
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination



Section 9	SEL2.10	Cyber essentials
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. 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		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1 Lot 1	Compliance to the Contract Terms
Commercial	AW4.2 Lot1	Changes to the Contract Terms
Commercial	AW4.1 Lot 2	Compliance to the Contract Terms
Commercial	AW4.2 Lot 2	Changes to the Contract Terms
Commercial	AW4.1 Lot 3	Compliance to the Contract Terms
Commercial	AW4.2 Lot 3	Changes to the Contract Terms
Commercial	AW6.4 A	Non-Disclosure Contract
Commercial	AW6.4 B	Changes to Non-Disclosure Contract
Price	AW5.3 Lot 1	Firm and Fixed Rates
Price	AW5.3	Firm and Fixed Rates

	Lot 2	
Price	AW5.3 Lot 3	Firm and Fixed Rates
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.4.5. Any Bidder achieving less than 60% on an individual question within the quality criterion will not be considered for appointment onto the framework agreement.
- 5.4.6. Should the result of the process result in a tied place(s) then the supplier(s) who scored the highest total in the quality criterion (combined quality score) will be ranked before the other supplier.

### Award Scoring criteria – Lot 1

#### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20.00%
Quality	PROJ1.1	Approach	25.00%
Quality	PROJ1.2	Scenario 1	15.00%
Quality	PROJ1.3	Staff to Deliver	20.00%
Quality	PROJ1.4	Understanding the Project Environment	20.00%

### Award Scoring criteria – Lot 2

#### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20.00%
Quality	PROJ1.1	Approach	25.00%
Quality	PROJ1.2	Scenario 2	15.00%
Quality	PROJ1.3	Staff to Deliver	20.00%
Quality	PROJ1.4	Understanding the Project Environment	20.00%

### Award Scoring criteria – Lot 3

#### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20.00%
Quality	PROJ1.1	Approach	25.00%
Quality	PROJ1.2	Scenario 3	15.00%
Quality	PROJ1.3	Staff to Deliver	20.00%
Quality	PROJ1.4	Understanding the Project Environment	20.00%

### Award Evaluation of criteria

#### Non-Price elements

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

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

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

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

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
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 40  
 Evaluator 3 scored your bid as 80  
 Evaluator 4 scored your bid as 60  
 Your final score will  $(60+40+80+60) \div 4 = 60$

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.

**Price elements** will be evaluated on the following criteria.

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

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

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

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

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation:  $\text{Score/Total Points multiplied by 50}$   $(80/100 \times 50 = 40)$

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.

## 5.5. Evaluation process

5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool 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> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
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.</li> <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> <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 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1. Introduction**

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

Guidance on **how to register and use the e-sourcing portal** are is available at <http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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



## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of PS2103. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Open Procedure

The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [Find a Tender](#)

- 7.1.2. Find a Tender or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

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

## **7.2. Bidder conference**

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

## **7.3. Confidentiality**

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

- 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

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

## USEFUL INFORMATION LINKS

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

### 7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

### 7.5. Response Validity

- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

### 7.6. Timescales

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

## 7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## 7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.



7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference, it will not be considered in evaluation.

## 7.9. Submission of Responses

7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.

7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).

7.9.3. Any extension to the RFP response period will apply to all Bidders.

7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.

7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.

7.9.6. The Response and any documents accompanying it must be in the English language

7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.

7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.

7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority

7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.

7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.

7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

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



## **7.10. Canvassing**

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

## **7.11. Disclaimers**

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

## **7.12. Collusive behaviour**

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

any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

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

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

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

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

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

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

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

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

## **7.17. Modification and withdrawal**

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

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

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

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

- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
- 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
- 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

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

7.19.1. The Contracting Authority reserves the right to:

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

## **7.20. Notification of award**

7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in 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.

## Section 7 – General Information

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

#### DO:

Do comply with Procurement document instructions. Failure to do so may lead to disqualification.

Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.

Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.

Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution

Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.

Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.

Do reference your documents correctly, specifically where supporting documentation is requested e.g., referencing the question/s they apply to.

Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.

Do complete all questions in the questionnaire or we may reject your Bid.

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

Do check and recheck your Bid before dispatch.

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

### **DO NOT**

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

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

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

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

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

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

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

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

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

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

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

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

## Appendix 'A' Glossary of Terms

TERM	MEANING
<b>“UK SBS”</b>	means UK Shared Business Services Ltd herein after referred to as UK SBS.
<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 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>“Direct Award”</b>	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
<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>“Further Competition”</b>	means re-opening competition under a framework if applicable to this procurement
<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 UK SBS that will be dealing with the procurement
<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Other Public Bodies”</b>	means all Contracting Bodies except the Contracting Authority
<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
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within Section 4 Specification