UKSBS

Request for Proposal



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

Subject: Procurement of an Event Management System Sourcing Reference Number: DDaT23047

UK Shared Business Services Ltd (UK SBS)

www.uksbs.co.uk

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed <u>here</u>.

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.

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

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

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

Section 2 – About the Contracting Authority

UK Research and Innovation

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

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

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

For more information, please visit: www.ukri.org

Innovate UK

Innovate UK works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy. They drive growth by working with companies to de-risk, enable and support innovation.

https://www.gov.uk/government/organisations/innovate-uk

Sectio	Section 3 – Contact details					
3.1.	Contracting Authority Name and address	UK Research and Innovation – Innovate UK/KTN, Unit 218, Business Design Centre, Upper Street, Islington, London, N1 0QH				
3.2.	Buyer	XJ Wang				
3.3.	Buyer contact details	ddatprocurement@uksbs.co.uk				
3.4.	Maximum value of the Opportunity	The maximum value of this requirement over the three-year period is a maximum of £600,000.00 excluding VAT. This contract is structured as an initial 2-year period with a maximum budget of £400,000.00 excluding VAT with an optional 12-month extension valued at maximum £200,000.00 excluding VAT.				
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.				

Section 3 - Timescales						
3.6.	Date of posting of Contract advert to Find a Tender.	Friday 26 th May 2023				
3.7.	Date RFP available to Bidders on Contracts Finder	Friday 26 th May 2023				
3.8.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Wednesday 21 st June 2023, 14:00PM				
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Friday 23 rd June 2023				

3.10.	Latest date and time for Bidder to request access to the RFP documents	Friday 30 th June 2023, 14:00PM
3.11.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Friday 30 th June 2023, 14:00PM
3.12.	Anticipated notification of progression to second stage/demonstration	Wednesday 2 nd August 2023
3.13.	Proposed demonstration period	Anticipated 9 th August – 16 th August 2023
3.14.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 31 st August 2023
3.15.	Standstill period	1 st September 2023 – 11 th September 2023
3.16.	Anticipated Contract Award Date	Thursday 21 st September 2023
3.17.	Commencement of Contract	Friday 22 nd September 2023
3.18.	Completion of Contract	Sunday 21 st September 2025
3.19.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

Innovate UK KTN Event Management and Delivery System

Innovate UK KTN is seeking tenders from providers who support the following requirements. Innovate UK KTN have an ongoing need for organisers, speakers, exhibitors, sponsors and – in particular – delegates, to experience a high-quality user-journey from registration through to post- event experience.

Innovate UK KTN exists to connect innovators with new partners and new opportunities beyond their existing thinking – accelerating ambitious ideas into real-world solutions. Our diverse connections span business, government, funders, research and the third sector.

One of the key tools for making these connections is events. Innovate UK KTN produces between 400-900 events each year, both independently and on behalf of Innovate UK (who provide grant funding to Innovate UK KTN). The events are either fully virtual, fully in-person or hybrid.

In person events:

Our in-person events are business to business and take place across the UK. We run between 60-100 in-person events each year, attracting between 30 and 1,000 delegates to each. Most of these events are free to attend and on occasion run over multiple days. We do not require in person support from the supplier during these events.

Online Events:

During 2022 Innovate UK KTN ran over 300 online events, ranging from small workshops of 30 delegates for a couple of hours, to large exhibition/conferences with 2,000 delegates lasting over several days.

Hybrid:

Of the In person events held in 2022, around 25 of 60-100 events were hybrid. Depending on the future of ways or working it is anticipated that over the life of this contract this number could increase or decrease.

Pricing:

We anticipate that pricing will be charged based on per registration with roughly 6-7k registrations a month.

The types of users who will be using the platform include: -

- Event Managers Creating and managing events
- Marketing Managers Design amends to webpages
- CRM & Data Team Set up and management of integration with Workbooks and generating reports

• Admin – Two or three super users with full account access

We also anticipate costing to include a license element. Licensing costs should be based on 20 users with an additional 10 users. These should be costed appropriately to the process type required. Training will also need to be included within the pricing with the main focus being on event managers who will be using the system more, it is anticipated that the training will be on a "train the trainer" basis.

A full listing of Innovate UK KTN events can be found here: <u>https://iuk.ktn-uk.org/knowledge-centre/events/</u>

The Objectives of using an integrated event management system are:

1/ To improve and add value to the delegate experience
2/ To improve and add value to the speaker, exhibitor and sponsor experience
3/ To reduce manual delegate and registration management by events team
4/ To ensure that the wider 'technical' team within Innovate UK KTN have real time knowledge of event management progress, registrations.

Further information on integration

On the integration with our CRM system, WorkBooks, we would always look for the following from a SaaS provider:

- If an open source code is used for the integration with Workbooks, this should be fully documented and with appropriate controls to detect/prevent malicious or anomalous coding to be introduced.
- A restful API
- Minimal rate limiting.
- No additional charges for API calls.
- All record types accessible.

Estimated Timeline: -

- September Contract is awarded and starts
- September October Event Manager training takes place
- September December CRM Integration
- January 2024 onwards Events start to be managed from the platform

Requirements

Key:	
E	Essential/Mandatory
D	Desirable
	For Information

	Essential		
Name of	/ Desirable		
requirement	/ Info		
owner	only	Item	Requirements
		Α	Integrations
CRM	E	1	The platform must be able to integrate with WorkBooks CRM via an API
ІТ	E	2	The platform must be able to integrate with Zoom (our main delivery platform for webinars) via an API so virtual events are automatically created in Zoom when set up in the event management platform, and attendees checked-in
ІТ	D	3	It would be desirable if the platform could integrate with MS Teams so virtual events were automatically created and attendees checked-in. Not an essential requirement as Zoom is our main delivery platform)
			The platform must be able to integrate with a third- party payment processor, e.g. Stripe. The majority of our events are free of charge to attend but there are instances where we pose an attendance fee or exhibition fee, so we need to provide a seamless way
Web	E	4	to take payments through the platform
		В	Event Website / Registration Page
Events	D	5	It would be desirable if the platform provides either an event website or webpage in addition to the registration form.
Events	D	6	It would be desirable if the platform allows for event websites/webpages to be fully branded with our own branding or branding of our partners?
Web	E	7	It is essential the website/webpage is mobile- responsive for ease of accessibility
Web	D	8	It would be desirable if the platform allows for website/webpage URLs to be customised
Web	1	9	It is optional for the ability to use or purchase our own custom domain name
Events	E	10	It is essential that the website/webpage can be password protected or private as we often run events that are invite-only
Events	D	11	The platform must allow files to be uploaded for registrants to download (like maps, schedules, etc.)
Events	D	12	The platform must have a place to display point-of- contact information
Events	D	13	The platform must have a place to add and display event policies & FAQs
Web	1	14	It is optional for the platform to allow the website to be embedded into another website
		С	What features are included in the event website/webpage

Events	1	15	
Events	1	16	It is optional for the platform to have an event schedule builder so delegates can select which sessions they would like to attend
Events	I	17	It is optional for the platform to have an area where social sharing (Twitter, Facebook, LinkedIn, etc.) and social media links can be embedded
Events	<u> </u>	18	
Events	1	19	It is optional for the platform to allow the customisation of text and images
Events	I	20	It is optional for the platform to allow for a photo gallery/slideshow to be embedded
Events		21	It is optional for the platform to have somewhere speaker photos/profiles be displayed
Events	1	22	It is optional for the platform to have a countdown
Events	I	23	It is optional for the platform to have an 'Add to
		D	Ticketing Setup
			It is essential for the platform to allow for multiple ticket types with different user journeys to be set up
Events	E	24	
Events	E	25	It is essential the platform can work for multi-day events as we have some events which are run over 2 or 3 days
Events		26	It is optional for the platform to allow group bookings
LVents		20	It is essential the platform allows for the number of tickets be limited so we can align with venue
Events	E	27	capacities The platform should allow tickets to be password
Events	D	28	
Events	E	29	delegates to register onsite at a physical event as we often get people turn up that haven't registered so we
			It is optional for the platform to allow delegates to download purchased tickets / registrations as PDF
Events		30	files It is optional for the tickets to include scannable
Events		31	codes
		E	Registration Form
			It is essential the platform allows the customisation of

1			
Events	E	33	It is essential the platform allows unlimited custom questions to be added as we have a variety of standard questions, we ask our audiences plus bespoke questions depending on the programme
Events	D	34	It is desirable that the platform allow delegates to edit their information after registration
Events	D	35	It is desirable that delegates can transfer their ticket to another colleague
Events	E	36	It is essential there is a way to add a waiver (T&Cs) that people must agree to before registering as we need delegates to consent to us processing their data
Web	E	37	It is essential the registration form is mobile- responsive for ease of accessibility
Web	D	38	It is desirable that the registration form be embedded into another website
Events	1	39	It is optional that the platform allows users to upload their own files during registration (e.g. photos, presentations etc.)
Events	E	40	It is essential the platform allows for the display of certain questions according to the ticket type selected so the user journey is tailored
Events	1	41	It is optional that the platform allows someone to register on behalf of multiple attendees for the same event using the same email address (e.g. a PA or team administrator email)
		F	Ticket Fees & Payments
Events	E	42	It is essential the platform allows for different pricing options or offers for each ticket (e.g. early-bird) so we can customise the fees for different audiences
Events		43	It is optional the platform automatically generates receipts / invoices
Events	1		It is optional the platform imposes a per-ticket credit card processing fee
Events	I	45	It is optional the platform poses a per-ticket service fee
Events	1	46	It is optional the platform set any other fees in addition to those mentioned above
Events	1	47	It is optional the platform allows for any fees to be absorbed into the price of the ticket
Events	1	48	It is optional the platform allows for any fees be added onto the ticket price
Events	1	49	It is optional there is a waiting period to receive funds for credit card payments
Events	<u> </u>	50	It is optional the platform provides a way to accept and process refunds
Events		51	It is optional the platform provides an invoicing option
		G	Delegate Communications/Management
Events	I	52	It is optional the platform provides a way to send invitation or marketing emails to potential delegates

Т	[It is apportial the platform allows for fully
				It is essential the platform allows for fully
				customisable emails be sent out via the system so
Evente			50	delegate communications can be handled in the one
Events	E		53	place
				It is essential that specific emails can be sent out
Evente			E 4	depending on ticket type, so the user experience is tailored
Events	E		54	
				It is desirable that the platform allows for emails to be
Events	D		55	customised with the event brand (logo, colours, etc.)
				It is desirable the platform allows users to
Events	D		56	view/sort/search for registered attendees
Events	E		57	It is essential the platform allows attendee information and responses to be edited
LVEIIIS			57	It is essential the platform has a mechanism for
				name badges to be downloaded or printed to avoid
Events	E		58	manual processes
Lvents	E_		50	
	_			It is desirable the platform allow delegates to login to
Events	D		59	their order and amend/cancel
		H		Reporting
				It is essential the platform provides customisable
				reports so we can report on different aspects of our
Events	E		60	events
				It is essential the platform provides a way to generate
	_		~ ~ ~	a report of registered attendees and their details so
Events	E		61	we can review information on our delegates
				It is essential the platform allows reports to be
E vente			~~~	created across multiple events so we can compare
Events	E		62	data
				It is essential the platform provides a way for reports to be shared with internal and external partners, so
Events	E		63	users do not have to download and email reports
Events			03	It is desirable the platform provide a way to create a
Events	D		64	
LVents			04	•
				Check-In
Evente	.		6F	It is optional the platform provides an app/feature for
Events			65	checking in guests
				It is optional the platform allows for multiple people
Events			66	be using the check-in app/feature at the same time
Events	1		67	It is optional the check-in app updates in real time
				It is optional the platform provides a way for users to
Events			68	check in guests using code readers
				It is optional the platform allows attendees to be
Events	1		69	manually checked in
		J		Additional Tools/Features
<u> </u>				It is essential the platform has a way to create and
				send feedback surveys so we can manage
Events	E		70	everything within the one platform
			10	It is optional the platform has a feature to plan event /
Events	1		71	table layouts

Events			72	It is optional the platform has a feature to do seating arrangements / assigned seating diagrams, including social distancing if required
Events	I		12	It is optional the platform has a way to manage event
Events	1		73	budgets
Evente			74	It is optional the platform has a library where
Events			74	documents and images can be uploaded It is essential the platform has a way to manage
E (a	_		75	exhibitors so they can upload logos, profiles, content
Events	E		75	etc It is essential the platform has a way to manage
				speakers so they can upload photos, biographies
Events	E		76	and presentations It is desirable the platform has a venue search,
Events	D		77	booking and management system
				It is desirable the platform has a way to facilitate
Events	D		78	online collaboration/networking with other users
Events	D		79	It is desirable the platform has an online events platform for virtual/hybrid events
				It is essential the platform has a feature where
				delegates can upload papers, abstracts, presentations so these can be reviewed, judged and
				collated rather than submissions being received via
Events	E		80	email
Evente			04	It is optional the platform allows for different access
Events Events			81 82	for users, e.g. admin, reporting, event management It is optional the platform has an app for events
LVEIIIS			02	It is desirable the platform has a way to create a
Events	D		83	shared delegate list for attendees to view online
		κ		Does the platform provide support via:
Events	1		84	It is optional the platform provides support via email
Events			85	It is optional the platform provides support via phone
Events	1		86	It is optional the platform provides support via online chat
				It is optional the platform has an area for user FAQs
Events		<u> </u>	87	and support articles
		L		Cyber and Data Security
іт	E		88	It is essential the platform support Multi-Factor Authentication, and this is enforceable for all users
			00	It is desirable the platform supports Single Sign On
IT	D		89	(SSO) with Azure AD
ІТ	D		90	It is desirable the platform supports user provisioning via Azure AD
IT	E		91	It is essential the platform data reside in the UK
				It is essential data is encrypted in transit between
IT	E		92	end user devices and the service
ІТ	E		93	It is essential data is encrypted in transit between internal components
L			00	

ІТ	E	94	It is essential data is encrypted in transit when exposed to other external services, such as an API
IT	E	95	It is essential the platform is subjected to regular penetration testing
ІТ	E	96	It is essential you have independent security reviews of the platform design
IT	E	97	It is essential you have a documented framework for security governance and risk management
IT	E	98	It is essential you have a documented vulnerability management process with agreed timescales for mitigation
IT	E	99	It is essential you use automated build pipelines which enforce security requirements

Demonstration

As part of the two-stage evaluation process, we will score supplier bids initially on Cost and Quality (PROJ1.1 to PROJ1.4) as well as social Value (PROJ1.5). The top 3 scoring suppliers will then be invited to provide a demonstration. This will be the opportunity for the selected suppliers to demonstrate the setup of an event using the given scenario. This demonstration will form 10% of the total weighting and full details as to what will be evaluated are included in the attached Annex PROJ1.6 – Demo Scenario

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,or where the proposed modifications do not change the risk balance of the contract ,shall be raised as a formal clarification during the permitted clarification period and the Contracting Authority's proposed terms are still required to be accepted in full as part of any bid submission. The Contarcting Authority reserve the rights to reject any amendments to the terms that are not acceptable to the Contracting Authority.

However, the Contracting Authority is prepared to consider the addition of an addendum to its terms on the basis of SaaS contractual requirements and 3rd party SaaS contractual requirements that potential bidders may be obligated to include as part of any cloud-based solution offered. If bidders have such 3rd party SaaS contractual obligations that would prevent them from bidding if they were not to be included, these should be detailed in a separate SaaS addendum terms proposal, and included in their bid submission, for the Contracting Authority's consideration during the evaluation stage of this tender. If you are submitting a proposal of this nature please could you submit this as an attachment to the AW4.2 Question.

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.

Selection Pass/fail criteria			
Evaluation Envelope	Q No.	Question subject	
Qua	lification Questio	nnaire Part 1: Potential Supplier Information	
Section 1	1.3	Contact details and declaration	
	Qualification Qu	estionnaire Part 2: Exclusion Grounds	
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	

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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	
	Qualification Q	uestionnaire Part 3: Selection Questions	
Section 4	4.1	Audited accounts	
Section 4	4.2	Minimum financial threshold	
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	SEL1.10	Information security requirements	
Section 9	SEL1.11 SEL1.12 SEL1.13	System acquisition information security requirements	
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018	
	SEL2.13	Data Storage - it is mandatory for all platform data to reside in the UK	
Section 9	SEL2.14 SEL2.15 SEL2.16	Carbon Reduction / Net zero	
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.

5.4. <u>AWARD</u> questionnaire

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

Award Pass / Fail criteria			
Evaluation Envelope	Q No.	Question subject	
Qualification	AW1.1	Form of Bid	
Qualification	AW1.2	Bid validity period	
Qualification	AW1.3	Certificate of bona fide Bid	
Qualification	AW3.2	Conflict of Interest Declaration	
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information	
Qualification	AW4.1	Compliance to the Contract Terms	
Qualification	AW4.2	Changes to Contract Terms	
Commercial	AW5.3	Firm and Fixed Price	
Commercial	AW5.4	Maximum Budget	
Technical	AW6.2	Variable Bids	
Technical	PROJ1.2	Essential requirements declaration	
Technical	PROJ1.2a	Essential requirements declaration checklist	
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal	
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

Award Scoring criteria				
Evaluation Justification Statement In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.				
Evaluation	Q No.	Question subject Maximum Marks		
Envelope			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%

Technical	PROJ1.1	Objective		5%
Technical	PROJ1.2b	Essential Requirements		35%
Technical	PROJ1.3	Desirable Requirements	70%	15%
Technical	PROJ1.4	For Information Requirements		5%
Social Value	PROJ1.5	Social Value		10%
Technical	PROJ1.6	Demonstration	10%	10%

Award Evaluation of criteria

Non-Commercial Elements

Question PROJ1.1, PROJ1.2b and PROJ1.5 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:

Score = {weighting percentage} x {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.
	· · ·

For **questions PROJ1.3**, **PROJ1.4**, suppliers will receive a % score for the number of 'Yes' met. For example, should a supplier meet 12 out of the 24 Desirable Requirements, they would receive 50% of the available score. If the weighted score for that question is 10% the Supplier would receive a score of 5% for this question.

PROJ1.6 Demonstration will be evaluated following below mechanism)
	-

0	No response or complete non-compliance
30	Poorly delivered Demonstration with some aspect missing
60	Demonstration is acceptable, but limited details provided in scenario which could have been expanded upon
80	Good demonstration, all aspects of the scenario are covered
100	Exception demonstration with all aspect of the scenario covered in high details, no significant weakness noted

As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score for question PROJ1.1, PROJ1.2b, PROJ1.5 and PROJ1.6. Note this will include a chairperson or lead and all evaluators are of equal status.

Example

Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non priced scores are agreed, this will then be subject to an independent commercial moderation review.

Commercial Elements will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid * mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted \pounds 50,000 as their total price, Bidder B has quoted \pounds 80,000 and Bidder C has quoted \pounds 100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score = 50000/50000 x 12.5 = 12.5

Bidder B Score = 50000/80000 x 12.5 = 7.81

Bidder C Score = 50000/100000 x 12.5 = 6.25

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	 RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UK SBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission. 	
Compliance check	 Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid. 	
Scoring of the Bid	 Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria. 	
Clarifications	The Evaluation team may require written clarification to Bids	
Re - scoring of the Bid and Clarifications	 Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria. 	
Consensus meeting (if required to reach an award decision)	To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response	
Due diligence of the Bid	 the Contracting Authority may request the following requirements at any stage of the Procurement: Submission of insurance documents from the Bidder Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder 	
Validation of unsuccessful Bidders	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.	

Section 6 – Evaluation Response Questionnaires

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

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

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

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

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 Event Management System. 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 supplies Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use.
- 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 <u>Section 5</u>.
- 7.1.8. Whilst it is the Contracting Authority's intention to purchase the majority of its supplies under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any supplies and services (including those similar to the supplies 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 supplies covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at https://beisgroup.ukp.app.jaggaer.com/ to conduct this procurement. There will be no

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

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

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link: <u>https://beisgroup.ukp.app.jaggaer.com/</u>

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at https://beisgroup.ukp.app.jaggaer.com/ within the timescales detailed in Section 3. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
 - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UK SBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.

- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the supplies 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 revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

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

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

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

USEFUL INFORMATION LINKS

- Contracts Finder
- Find a Tender
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act
- 7.4. Freedom of information
- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), 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. <u>Section 3</u> 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 eSourcing tool to the designated UK SBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact should <u>not under any</u> <u>circumstances</u> be sent a copy of their Response outside of the Jaggaer eSourcing portal. 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 consider 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 esourcing 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 <u>Section 3</u>.
- 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 <u>Section 3</u>. 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 <u>Section 3</u> 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 <u>Section 3</u> 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 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 their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
 - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the supplies and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.
- 7.12. Collusive behaviour
- 7.12.1. Any Bidder who:
 - 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 7.12.1.2. communicates to any party other than UK SBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
 - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

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

- 7.13. No inducement or incentive
- 7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.
- 7.14. Acceptance of the Contract
- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 14 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 Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <u>Section 3</u>.
- 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 Jaggaer eSourcing portal they should use the contact details defined in <u>Section 3</u>.
- 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 Jaggaer eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses. 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.

What makes a good bid – some simple do's 🙂

DO:

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

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

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting 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.
- 7.22.5. Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10.Do not exceed word counts, the additional words will not be considered.
- 7.22.11.Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12.Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidder(s)"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
"Contracting Authority"	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
"FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"Named Procurement person "	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
"Order"	means an order for served by any Contracting Body on the Supplier
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier(s)"	means the organisation(s) awarded the Contract
"Supplies / Services / Works"	means any supplies/services and supplies or works set out at within <u>Section [4] Specification</u>