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**Kent and Medway Towns Fire Authority**

**Invitation to Tender**

**Ref: C19070**

**For **

***Provision of a Digital Experience Platform***

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**Attachments**

1. Appendix A – DXP Evaluation and Pricing Schedule draft
2. Appendix B – DXP Requirements and Evaluation Criteria draft
3. Terms and Conditions - Schedules

# Definitions

The following definitions are used in this Invitation to Tender:

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| **“Contract”** means the agreement signed by the parties pursuant to the Invitation to Tender.  |
| **“Documentation”** means any document issued by either party relating to the procurement process and/or the Contract.  |
| **“Authority ”** means Kent and Medway Towns Fire Authority. |
| **“Invitation to Tender”** or **“ITT**” means this document and all its attachments and appendices.  |
| **“Authority”** has the meaning in Section 1 of this ITT. |
| **“Specification(s)”** means the specifications included in Section 3 of this ITT.  |
| **“Sub-Contractor”** means any third party working with the Tenderer for the duration of any Agreement, or from time to time to perform certain services in relation to the delivery of the requirements  |
| **“Supplier” or “Contractor”** means the organisation contracted to carry out the Services, Works or to deliver the Goods. |
| **“Tender”** means the Tenderer’s formal offer in response to this ITT.  |
| **“Tenderer”** means an organisation submitting a Tender offering to supply the requirements as set out in this ITT. |

# Section 1: Introduction and Background

The purpose of this ITT is to provide Tenderers with sufficient information on the procurement process and timetable, together with instructions on how to participate in the procurement process and respond to the ITT.

**Structure and Content of this ITT**

The table below summarises the documents included within the ITT, together with an overview of the actions Tenderers are required to take when responding to the ITT. Tenderers are advised to read this document and each subsequent section carefully to ensure that they fully comply with the instructions associated with each section and submit a compliant Tender.

|  |  |
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| **Section** | **Overview** |
| Section 1 – Introduction and Background | For information on the structure and scope of the ITT and background on the Authority and its key policies which suppliers are expected to comply with.  |
| Section 2 – Instructions to Tenderers | For information on how Tenderers must respond to the ITT. |
| Section 3 - Statement of Requirements  | For information on the full scope of requirements and quality criteria which Tenderers must respond to in their Tender. |
| Section 4- Evaluation Methodology and Criteria | For information on how the Tender will be evaluated by the Authority and also the evaluation questions for completion by Tenderers.  |
| Section 5 – Pricing and Invoicing | For information on how the Authority requires price to be confirmed, and a template for completion and submission by the Tenderer as part of the Tender. |
| Section 6 - Contract | For information, the enclosed terms and conditions of Contract.  |
| Section 7 – Form of Tender  | For completion and submission by the Tenderer as part of the Tender.  |
| Section 8 – Conflict of Interest Declaration | For completion and submission by the Tenderer as part of the Tender. |
| Section 9 - Equalities & Diversity Statement | For completion and submission by the Tenderer as part of the Tender. |
| Section 10 - Company Information | For completion and submission by the Tenderer as part of the Tender. |
| Section 11 - Financial Information | For completion and submission by the Tenderer as part of the Tender. |

**About Us**

Kent and Medway Towns Fire Authority is one of the largest Fire and Rescue Authorities in the country, responsible for delivering fire and rescue services to over 1.7 million people in the county of Kent covering 3,855Sq km, with a large coastline including the Channel Tunnel, the Dartford river crossings and two large ports. It is a Combined Fire Authority which means that it is a standalone local authority in its own right. It draws 21 of its elected members from Kent County Council and 4 from Medway Council. The Authority employs approximately 1,500 staff to deliver services throughout Kent and Medway. The Authority operates a 24-hour service across 55 fire stations, a training centre, control centre and service headquarters. It also has a fleet of 75 front line fire engines and a range of specialist operational support vehicles.

The Authority undertakes a range of functions including providing community safety to the public, fire safety for businesses, and responding to emergencies to meet its statutory duties. How this is achieved is set out in its corporate plan, available from [www.kent.fire-uk.org](http://www.kent.fire-uk.org).

The Authority has a revenue budget of approximately £70m. Over 80% of its costs relate to staff pay, allowances and pensions.

Please note that the legal entity for contracting and other purposes is the Kent and Medway Towns Fire Authority which is the name under which the Authority was created in 1998. Since 2004, it has been referred to as Kent and Medway Fire and Rescue Authority to recognise its broader remit.

**Background to requirements**

The Authority are seeking a supplier to help us build and implement a new Digital Experience Platform (DXP), including a public website, content management system, digital asset management system, and workflow tools.

The intended contract will be for an initial five year term, with 2 potential 12 month extensions.

Our current website was built in 2013, launched in 2014, and uses a traditional Content Management System (CMS) that is no longer fit for purpose. We are looking to replace this with a new website with a fresh, modern design which puts the user first both in terms of content and experience. This will be the face of our service online and help us build on our already excellent digital presence.

The current website (Easysite 7) has only limited compatibility with modern smartphone and tablet browsing devices, with our analytics showing a 70/30 bias towards mobile use, up from a 50/50 split when the site was originally commissioned.

View our current site at [www.kent.fire-uk.org](https://www.kent.fire-uk.org/)

The Authority’s current web Content Management System (CMS), used to generate the KFRS public website, does not meet our current requirements. In addition, due to changes in technology since its original procurement, there are now stricter requirements from HM Government for accessibility of information presented on the internet which affects new and existing public sector websites since September 2018 (Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018).

The proposal is therefore to procure a Digital Experience Platform (DXP) which centralises and streamlines a number of currently separate tools and function, providing the flexibility for the Authority to adapt to new and emerging technologies.

The Authority must be assured that the proposed solution is able to fully supported and developed by an alternate third party supplier, following a re-tender exercise on expiry of the Contract Term. Any IPR developed within scope of this contract shall belong to the Authority. Tenderers are to provide assurance of this within their response.

A DXP is defined as “as an integrated set of technologies, based on a common platform, that provides a broad range of audiences with consistent, secure and personalized access to information and applications across many digital touchpoints. Organizations use DXPs to build, deploy and continually improve websites, portals, mobile and other digital experiences. DXPs manage the presentation layer based on the role, security privileges and preferences of an individual. They combine and coordinate applications, including content management, search and navigation, personalization, integration and aggregation, collaboration, workflow, analytics, mobile and multichannel support” - *Gartner*

As part of our project, we aspire to deliver improvements to our digital service including:

* Increased numbers of home safety visit referrals via digital means;
* Reduced numbers of phone calls and email enquiries from the public, media and press, due to improved content available online;
* Increased numbers of visits to areas of the website outside of the news desk and job vacancy pages;
* Increased attendance at community events and recognition of the website as the place people heard about the event;
* Increased sharing of service content on social media and in the media;
* Increase in both new and returning visitors to the website;
* Increase in time spent on website and numbers of pages visits (reduction in bounce rate);
* Decrease in downtime.

**Scope**

* Discovery, user engagement, system design, build and implementation of an non-proprietary DXP, and related development and test environments. The non-proprietary DXP will include:
* A unified Workflow Management (WFM) tool for content production, scheduling and retention and review that integrates with the other components below
* A headless or headless-hybrid content management system (CMS) able to push content via APIs to a new public-facing website and social media platforms with scope to adapt to new and emerging channels as they become available and viable.
* A new, mobile-friendly, public-facing website at <https://www.kent.fire-uk.org> that meets WCAG 2.1 AA-standard for accessibility, as well as The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018 and HM Government Digital Service recommendations for designing for accessibility.
* A GDPR-compliant Digital Asset Management (DAM) system that integrates with the CMS and workflow tools
* Continuous Improvement and pro-active Supplier engagement throughout the term of the contract to deliver innovation and efficiencies.
* User Training
* Ongoing support and maintenance for the solution.

Tenderers should refer to the full details of the requirements in Section 3, and the associated Technical requirement (Appendix A)

**Out of Scope**

* Intranet site and any related content management tool
* Migration and/or management, or creation of any content/transactions for the new solution, other than those detailed within the requirements
* A payment platform is not required

Tenderers should refer to the enclosed Specification for full details of the requirements in Section 3 and *Appendix A – C19070 Requirements and Evaluation Criteria*

**Our Corporate Policies and Recognition in Tenders**

The Authority is committed to observing its obligations and ethical stance (whether founded in legislation or best practice) across a range of subject areas. Those which have an implication on the procurement process are set out below. Tenderers are required to conform with the following requirements.

**Equalities Statement**

The Authority is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority expects its suppliers and other people who deliver its goods, services or works to comply with its Equality Policy and share this vision and these values. All organisations that want to provide goods, works and/or services to the Authority must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

The Authority’s Equality Vision and Objectives may be viewed by clicking on the following link: <http://www.kent.fire-uk.org/about-us/equality-and-diversity/>

**Environment Statement**

The Authority is committed to reducing its impact on the environment and has published its Carbon Management Plan on its website: <http://www.kent.fire-uk.org/about-us/plans-policies-and-performance/corporate-plan/caring-for-the-environment/>

The Authority expects its suppliers and other people who deliver goods, services or works to it to comply with all current legislation relating to environmental matters.

**Ethical Code of Conduct**

Each Tenderer shall ensure that, during the procurement process, it does not embarrass the Authority or otherwise bring the Authority into disrepute by engaging in any act or omission which is likely to diminish the trust that the public places in the Authority.

Where the Authority receives any claims of behaviour by the Tenderer considered to be unethical or otherwise improper by the Authority, the Authority reserves the right to undertake an investigation into such behaviour. Where such behaviour is considered by the Authority to be substantial or such behaviour continues either during or after such investigation, the Authority reserves the right to exclude such Tenderer from the procurement process.

**Bribery, Corruption and Collusion**

The Authority and its suppliers are bound by the Bribery Act 2010.

Members of the public expect the highest standards of conduct and integrity from employees of a public service. The Authority therefore requires that suppliers and staff conduct themselves in a manner reflective of the Authority’s core values.

If any employee, director or owner of any Tenderer or incumbent supplier has been previously or is later convicted for the offence of bribery, where the offence relates to active corruption bribery within the meaning of section 1 or 6 of the Bribery Act 2010 then the Authority will immediately terminate any current contract or purchase order without cost or obligation to the Authority.

**Freedom of Information and Transparency**

Freedom of Information Act (FOIA) 2000

The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (**“the FOIA”**) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked “confidential” or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Authority’s decision on these issues shall be final and that the Authority shall incur no liability to any Tenderer by reason of having disclosed any information which the Authority reasonably concludes was required to be disclosed in accordance with the FOIA.

**Transparency of Authority’s Expenditure**

As part of that commitment to transparency the Authority publishes all spend over £250 (excluding VAT) each month. This includes spend on contracts, so the successful Tenderer should expect details of spend against any resulting contract to appear on the Authority’s website ([www.kent.fire-uk.org](http://www.kent.fire-uk.org)). The Authority may publish the Tender and contract documentation after contract award stage. The Authority may in its absolute discretion take account of the exemptions/exceptions available under the FOIA.

# Section 2: Instructions to Tenderers

**Use of Kent Business Portal – ProContract**

This procurement opportunity will be completed via the Kent Business Portal - ProContract electronic tendering suite, a site run by Due North. The site can be accessed by visiting [www.kentbusinessportal.org.uk](http://www.kentbusinessportal.org.uk)

During this procurement process, all communication (including contact and questions in connection with this ITT) must be submitted using the “discussions” link on ProContract. The responses will be distributed where appropriate to all Tenderers via ProContract. All correspondence shall clearly state the Tender reference number – C19070

Tenderers should ensure that they visit the “discussions” link on ProContract to view any questions and answers that have already been raised, together with any additional information that might have been posted.

Any tender documentation must be submitted electronically by Tenderers using ProContract, including final submissions of the Tender. Failure to follow this path may result in the rejection of Tenders and / or Tender documentation.

Instructions on how to submit documents can be found within the ‘Help’ facility in ProContract. These instructions should be consulted in order to ensure that documents are submitted correctly. To submit a document, the “Submit Response” button must be used and an e-mail of confirmation will be provided when a submission is successful. Tenderers should retain this e-mail of confirmation.

ProContract maintains a strict audit trail, part of which gives detail as to the exact time that a document was uploaded. This audit trail will be used to determine if a document is submitted late. There will be no exceptions unless the Tenderer can provide evidence to the contrary.

If, at any time, you experience difficulty accessing ProContract, please contact the support desk on 01670 597136.

Tenderers should note that, when uploading documents to the ProContract portal prior to submission, a 10MB file will take approximately 8 minutes on average to upload on a standard broadband connection (256Kbps upload speed). Please take this into consideration when uploading larger files and ensure that you leave sufficient time to complete your submission before the deadline.

###### Preparation of Tender

The information contained within this ITT should be regarded as a statement of the current requirements as far as the Authority is able to determine at this time. Tenderers must carefully examine and consider the procurement documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood all of the procurement documents.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. The Authority will not accept marketing materials, or web links as a response to questions or a response which points the evaluator to another part of the document, all questions should be fully answered within the relevant response to each question. Evaluators will not cross-reference responses and will only evaluate the information provided within the response to each question. Should you need to provide additional information in response to the questions (in accordance with any stipulated page or word limits), please submit a clearly identified annex.

If any points in the procurement documents are unclear, Tenderers may seek clarification via ProContract using the “Discussions” facility.

**Submission of Tender**

Tenderers must sign and date the Form of Tender (set out in this ITT) unqualified and return it together with their Tender to confirm that all requirements specified by the Authority during the procurement process have been understood and accepted. **Failure to submit a signed Form of Tender may result in the rejection of the Tender.**

**All documents requiring a signature must be signed as follows:**

* **where the Tenderer is an individual – by that individual;**
* **where the Tenderer is a partnership – by at least two duly authorised**

**partners; or**

* **where the Tenderer is a company – by a company director, where such person is duly authorised for that purpose.**

Tenders must be submitted electronically via ProContract, no later than the deadline of 12 noon Friday 19th February 2021

Tenderers are required to submit one copy of their bid in MicrosoftWord format. All pricing must be submitted using MicrosoftExcel format where appropriate. Tenderers **must not** provide any pricing information within the responses to the quality criteria. The Authority accepts that some appendices may not be available in a Microsoft Word format. In such circumstances PDF format only will be accepted.

**To ensure on-time submissions, Tenderers are strongly advised to complete uploading their responses at least 24 hours prior to the deadline to avoid possible disappointment.**

**Late Tenders**

Any tenders submitted to the ProContract Kent Business Portal after 12 noon Friday 19th February 2021 will not be accepted unless the Tenderer can provide irrefutable evidence that the tender was capable of being received by the due date and time.

**Clarifications during the Tender Process**

During the procurement process, Tenderers and/or the Authority may find it necessary to request and/or issue tender clarifications. These requests will be addressed within 5 working days from request. The process will require a cut off period prior to submission of Tenders for all requests, this cut-off date is detailed in the procurement timetable below. The Authoritycannot accept, at point of submission, any change requests relating to the Tender (subject to Section 6), as this would be deemed a counter offer and therefore the Tender will be rejected and not evaluated.

**Page Limits**

Tenders must not exceed the maximum page limits stated. Any material supplied in excess of the stated page limits (including any generic corporate materials or other material not directly responding to the information requested in the tender) will not be read or evaluated.

All responses must be written in Arial font, size 11pt.

**Tender Validity**

Your Tender should remain open for acceptance for a period of 90 days. Any Tender submitted showing a shorter validity period may be rejected.

###### Conditional Tenders

Any Tenderer submitting a Tender that contains a condition that is deemed as unacceptable by the Authority shall be given the opportunity to withdraw the condition without any other amendment to the Tender. If the Tenderer fails to remove the condition upon which its Tender relies then the Authority reserves the right to reject the Tender.

**Amendments**

The Authority reserves the right to amend the procurement documentation at any time prior to the deadline for receipt of Tenders. Any such amendments will be clearly identified and issued via ProContract.

 **Abnormally Low or High Bids - Regulation 69 (1) & (2) of the PCR 2015**

If a Tenderer submits a bid (either the overall total or a single element), which the Authority considers is abnormally low or high, the Authority may ask the Tenderer to provide an explanation with evidence as to why the price is so low or high. If the Authority considers that the evidence or explanation supplied does not satisfactorily account for the price proposed, the Authority may reject the Tender.

**Tie Break**

In the event of a tie (where two or more top scoring Tenderers have the same total weighted score, i.e. the aggregate score including both quality and price), the Authority will award the Contract to the Tenderer offering the lowest price.

**Evaluation Process – Pass/Fail Criteria**

In the event that no Tenderer passes the pass/fail criteria in either stage, or does not meet the minimum thresholds for scored criteria (identified in *Appendix B DXP Requirements and Evaluation Criteria*), the Authority reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Authority may seek further clarification regarding the minimum standards which can be met. In such circumstances all Tenderers will be treated equally.

**Contract Award**

This ITT does not provide any guarantee that a Contract will be concluded. It does not bind the Authority to accept any Tender and the Authority reserves the right to accept a Tender in either whole or part. The Authority, at its sole discretion, reserves the right to withdraw all or any part of this ITT at any time during the procurement process without liability.

The Authority also expressly reserves the right not to award any contract as a result of the procurement process; to make any changes it may see fit to the content and structure of the procurement process without notice; to cancel all or part of the procurement at any stage at any time; to add components to the scope of the required goods and/or services or remove components from the scope of the required goods and/or services in any Contract; and/or to select a Tenderer that does not accept or accepts only in part the Contract regardless of whether other Tenders were submitted in which other Tenders accepted the Contract fully or in part.

**Procurement Timetable**

The proposed timetable is as follows:

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| **Indicative Procurement Timetable** |
| **Date** | **Stage** |
| Monday 25th January 2021\* | ITT issued |
| Friday 12th February 2021\* | Final date for submission of Tender clarifications |
| Friday 19th February 2021\* | **Deadline for Tender submission** |
| Monday 22nd Feb – Tuesday 23rd March 2021 | Tender Evaluation and Moderation |
| Wednesday 24th March 2021 | Notification of preferred Supplier status by issue of standstill letters and commencement of standstill period |
| Monday 5th April 2021  | End of standstill period |
| Monday 5th April 2021  | Contract award |
| Tuesday 6th April 2021 | Kick off Contract Meeting |

With the exception of the dates marked with a \* (in the table above) these dates are provided for information purposes only. Changes to any of the dates will be made in accordance with the applicable procurement law. Tenderers will be informed of any changes to the timetable. The Authority does not guarantee to complete each phase by the date stated above.

**Right to Disqualify and Exclude**

The Authority makes no commitment to accept any of the Tenders or any subsequent document issued in connection with this procurement, or enter into a contract.

The Authority may disqualify a Tender from this procurement if a Tenderer fails to provide to the Authority:

* the information requested, in the form requested;
* a full and satisfactory response to any question;
* documentation referred to in a Tender;
* a response, or respond to the Authority's query(ies), within any specified timescales; or
* a compliant Tender.

The Authority may exclude a Tenderer from any participation in this procurement at any stage, if:

* the Tenderer fails to comply fully with the requirements of this procurement;
* the Authority becomes aware, through independent third party verification or otherwise, that any required certifications are not valid
* it becomes aware that the Tenderer has breached these terms of participation; or
* it becomes aware of a wilful omission or misrepresentation in a Tenderer’s Tender. In such events, the Authority reserves the right to recoup fair and reasonable costs from a Tenderer.

The Authority may exclude a Tenderer from participation in this procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

The Authority's rights above are without prejudice to any other rights or remedies that the Authority may have in connection with a breach of these terms of participation. To the extent permitted by law, Tenderers will have no claim against the Authority arising out of the Authority's exercise, or failure to exercise, these rights.

**Tenderer’s Costs**

Under no circumstances shall the Authority accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender.

Under no circumstances shall the Authority incur any liability or costs in respect of this ITT or any supporting documentation or in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this ITT to be ineffective and is subsequently put aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally it should be noted that in the event of a legal challenge being received against this Contract under the Public Contracts Regulations 2015 the following additional terms will take precedence:

* the Authority reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the procurement process or to terminate or suspend the process at any time in its absolute discretion; and

* all other existing terms and conditions will remain in effect until notice is received of any revised Contract.

Any discussions or correspondence between the Authority and Tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any Contract.

**Unless agreed in writing by a duly authorised member of the Authority’s Procurement & Commercial Team, no amendment or modification can be made by Tenderers to the Documentation.**

The Authority will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties.

**Canvassing**

Direct or indirect canvassing of any officer, member or agent of the Authority by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.

**Confidentiality and Publicity Statement**

The contents of this ITT and of any other Documentation made available in respect of this process are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Authority and this includes the format and content of any publicity.

Copyright in all Documentation issued by the Authority during the procurement process, including any amendments or further instructions, shall remain with the Authority.

**Right to Verify Information**

The Authority may require the Tenderer to clarify or improve aspects of its Tender in writing and/or provide additional information. The Tenderer shall respond without unreasonable delay to all such clarifications in writing. Failure to respond adequately may result in the rejection of the Tender and elimination from further participation in all, or part, of the procurement.

The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by a Tenderer, including in respect of any certifications, accreditations or similar, and/or to assist in the Tender evaluation process.

The Authority reserves the right to conduct site visits and/or audits at any time during this procurement process.

**Contracts Finder**

Contracts Finder is the Government’s one stop shop to enable suppliers to find new procurement opportunities across the public sector. Public sector authorities therefore encourage their key suppliers to also make use of this service to offer wider access to procurement opportunities to a more diverse supply base, particularly SMEs.

The Authority therefore requests that successful Tenderers give consideration to registering on Contracts Finder to advertise tendering opportunities (above £25,000) in their supply chains. A user guide and further information can be found at the following link:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/694326/Contracts_Finder_public_sector_contractors_user_guide_v_2.0.pdf>

**Waiver**

To the extent that any Tenderer(s) and/or its affiliates have been, or is currently represented, by the Authority’s legal advisors (DLA Piper) and financial advisors (BDO), (the “**Representation”**)**,** such Tenderer(s) and/or its affiliates consent to waiving this conflict. No advisors working on the Representation will work on this procurement and an ethical wall will be created to separate the Representation from this procurement. Any confidential or proprietary information concerning the Tenderer(s) and/or its affiliates obtained by the advisors working on this procurement will not be disclosed to the advisors involved in the Representation.

# Section 3: Statement of Requirements

The Authority’s requirements (including requirements covering use of sub-contractors, Key Performance Indicators, Management Information, contract governance & management) are set out below.

###### Requirements

**Note: Instructions for Tenderers response:**

Tenderers are instructed to read the response requirements detailed in Section 4, alongside the requirements and evaluation criteria noted in *Appendix A – DXP Evaluation and Pricing Schedule* and *Appendix B - DXP Requirements and Evaluation Criteria*.

**Overview:**

The Authority is seeking to engage with suppliers in order to assist us with the build and implementation of a Digital Experience Platform that incorporates a CMS and Integrated Workflow Management (WFM), Digital Asset Management (DAM) and a public facing website.

The Authority will own the website and any associated Intellectual Property. All bespoke code and visual assets created for this project will remain the intellectual property of the Authority.

We want to put our DXP and its digital content at the heart of the service. Our content will be driven by user need, based on our core business and priority outcomes, and structured in a format that makes it easily accessible and navigable.

We will expect to have complete control over the DXP, content and templates.

All background Intellectual Property Rights will remain with the existing IP owner.

**Organisational Goals:**

Through our new DXP we are aiming to contribute to the following goals of the Authority :

* **Safety and prevention** – giving people safety information in an easily accessible way so that they can improve their safety and that of others to help prevent fires and other emergencies.
* **Public understanding** – improve the public’s understanding of the service of who we are, what we do, how we work, and specific information about their local area, including risks, notable incidents, and level of service delivery.
* **Community** – increase engagement with communities by opening the service up through digital events and shareable online content.
* **Inclusion** – increase the recruitment of under-represented groups and interact more with communities who don’t traditionally engage with the service.
* **Accountability** – demonstrate transparency and openness of how we are performing in our response, finances and decisions.

**Intended audiences:**

We have a good understanding of who our users are based on some discovery work we have been working on over the last few months.

Our user insight is currently based on:

* Content audit and analytics reports
* Email and social media enquiries (common themes/questions of enquiries)
* Public consultation feedback
* Staff feedback
* Desktop research
* MOSAIC data

The key customers of this solution will be:

* Consumers
	+ Members of the public
	+ Media and press
	+ Internal employees
	+ Third party suppliers
	+ Schools and education
	+ Carers
	+ Fire Authority Members
	+ Partner Agencies
* Transactional users
	+ Members of the public i.e job applicants, home visit requests.
	+ Media and press
	+ Business owners and responsible persons – property risk information
	+ Agency partners i.e referrals
	+ Schools and education – event attendance requests and information
	+ Carers – referrals, safeguarding
	+ Internal employees
	+ Partner Agencies - referrals
* Creators
	+ Internal employees
		- Create and maintain content and assets
		- Configure the system/solution
		- User administration
		- Training

**User goals**

Most users come to our website through search or directly. They will also be driven to our site through push and pull messaging such as social media posts, media releases and safety campaigns. These are common tasks that users will be intending to complete when visiting our website:

* Find out about our latest news, incidents and activity in Kent and Medway, including:
	+ statutory notifications for public warning and informing
	+ incidents we attend
	+ news releases
	+ articles and features
	+ drone launch notifications
* Look for information about the job of a firefighter or other career options within the service
* Look for information about service plans, policies and governance, including the fire authority
* Download and complete a fire risk assessment form
* Book a home safety visit
* Invite us to your event or request a station visit
* Look for and take part in activities for children
* Look for safety advice on a range of topics
* Find out how to contact us

Likely recipients of the information presented through the above channels would be in our ‘Universal’ and ‘Target’ customer groups (mostly low-risk audiences or those likely to respond to digital engagement over traditional media or face-to-face interventions determined by MOSAIC data), journalists, jobseekers, partner agencies and stakeholders from local, regional and national government.

**Engagement team goals**

The new DXP will be a tool to help us deliver our engagement strategy. We will be hoping that the new website, as a product of the DXP, will allow us to:

* Share rich content which our audience want to engage with and consume
* Highlight and strengthen our safety campaigns
* Continue to be publishers of our own stories, taking a digital-first approach to news by developing a strong online news function to communicate directly to our audiences
* Provide our stories and information in a range of content styles and destinations (devices, software platforms and content endpoints including the new website)
* Meet the requirements for accessibility compliance
* Reduce our reliance on print materials
* Engage with and support our internal and external audiences

**Timelines:**

The build and implementation of the successful solution is intended to be phased over a period of time as outlined below:

Phase 1 – Completion by end of **August 2021**

* Discovery Phase
	+ Customer/user engagement and project planning of service design and implementation of solution.
	+ Carry out user testing of UI/UX and service design proposal for presentation layer and transactions.
* Development, test and live environments made available.
* Build and implementation of a Digital Experience Platform and refreshed accessibility-compliant and device/platform-independent KFRS public website with content tools available to the Authority.

Phase 2 – Projected Completion by **October 2022**

* Integration with key social media platforms
	+ Integrate and push content to current social media platforms, such as Facebook, Instagram, Twitter.
* Leveraging the power of the DXP to improve content marketing to existing and emerging channels, putting our content into environments where people are already discussing issues we want to influence.

Projected Future Requirements – Dates and scope currently unknown (pricing and scope shall be determined with the winning tenderer).

* Integration with Microsoft CRM
* Future use of Smart assistants and other IoT
* Automatic user profile alerts
* Ongoing development
* Possible Social media listening

**General Requirements**:

**Legal:**

As a public sector organisation, we have a legal duty to meet level AA of the WCAG 2.1 as a minimum and make our services as accessible as possible. After 23 September 2020, it is a legal requirement for public sector websites to meet level AA of the WCAG 2.1, under the Public Sector Bodies Accessibility Regulations 2018 (PSBAR18). Our aim is to meet or exceed the standards and strive to make our website as inclusive and accessible as possible.

The CMS, DAM and WFM components will all meet or exceed these requirements in terms of user experience for content creators, highlighting and suggesting fixes for non-compliant content, ensuring content that is compliant for our customers on whichever platform or device they access it.

**Hosting requirements:**

The proposed DXP is required to be reliable and resilient to traffic spikes, for times such as through recruitment campaigns or major incidents.

The platform would need its own UK-based hosting environment. There is no current preference for the type of hosting technology, provided all other criteria around reliability, support and resilience are addressed.

Existing infrastructure is a virtual server physically hosted in the UK. The Authority’s existing easysite solution provides a 250Gb bandwidth per calendar month and 10Gb of storage. The future requirements are defined in *Appendix B – DXP Requirements and Evaluation Criteria* (req. 4.8.1), but we expect the proposed solution to be dynamic and flex as the need requires as identified above.

If the Authority is aware that there is likely to be a traffic spike (such as a recruitment campaign), we commit to informing the supplier in advance.

**Security:**

During a future phase of our digital work we will be looking to incorporate secured areas of the website, for our staff, partners and others. Although not part of this current procurement, proposed solutions should make adding these areas seamless and without the need to rebuild existing parts of the website architecture.

The Authority uses Microsoft ADFS with multifactor authentication on personal devices when outside its network. This must be leveraged to allow access to the DXP by approved Authority users in order to manage the solution remotely.

**Public Facing Website requirements:**

The Authority want its website to be visually appealing, modern and something the service is proud of. We want a modern and fresh design which puts the user experience first and works across devices (desktop, phone, tablet, wearables and smart assistants). Our website needs to align to the [Government Digital Service’s design principles](https://www.gov.uk/guidance/government-design-principles).

The successful supplier will be expected to design, test in conjunction with an accessibility audit third party supplier) and build the presentation layer for the website as part of this project.

The KFRS website is currently around 1,500 pages in size, although we are looking to streamline this considerably by carrying out an ongoing content audit, and repurposing content for other channels and content endpoints via APIs to social media platforms, smart assistants and the like.

There are no plans to transfer any non-HTML documents to the new website unless they are required by our publication and retention scheme, or required to access a service we provide. New accessibility regulations apply to any content including PDFs created after September 2018.

It is intended that the Authority shall manage and migrate all content to the new website.

**Flexibility:**

We want page templates that are flexible and customisable based on the content priorities for each page. We want the ability to update and change the navigation during further development phases of the site.

**Search:**

We want to make it as easy as possible for users to find the information they’re looking for. To achieve this, we require an internal search function for the website. This must enable users to:

* Free text search
* Words and phrases within documents and assets
* Key words, descriptions and other metadata
* Possible previous search history, based on cookies for example.

**Branding, Style and tone:**

The Authority will require the website to be built in line with our branding guidelines and style. The website below will outline these requirements. The successful supplier shall work with the Authority to ensure compliance throughout the build.

<https://www.kfrsbrand.online>

**Integrated Workflow Management requirements:**

The WFM component of the DXP will need to integrate with both the CMS and the DAM to streamline and centralise creation, modification and retention scheduling for content assets, whether they are web pages, graphic design elements, photographs, audio-visual or documents. Users will know what tasks they have been assigned, what needs doing next and when they need complete work, while managers, leaders and administrators will have an overview of the current workload and availability of resources. Subject matter experts who need to approve assets and sponsors who need to sign-off will also be able to see and be notified about their workflow tasks. This will provide valuable analytics and an audit trail.

Workflow is currently a semi-manual process managed by face-to-face/voice feedback, email/IM and Trello boards is used.

KFRS is seeking a system to improve and streamline this process to provide an auditable record of the content creation process, including tasking of relevant contributors, stakeholders and subject matter experts with approval and feedback workflow functions, which must be integrated with in-house Outlook/Exchange email to provide easy user experience when updating task records.

The successful supplier is to work with the Authority to understand the workflow model throughout the course of this implementation.

A flexible solution allowing workflows to be created for different stages of content creation would be useful.

**Content Management System requirements:**

The Authority currently use Easysite 7 from Ideagen which we would like to move away from due to the proprietary nature of its codebase and to avoid future issues with intellectual property.

We are therefore seeking a modern, non-proprietary CMS which puts content first and will be able to keep pace with fast changing technology. The CMS needs to be Search Engine Optimisation (SEO) friendly and allow for live-status content produced through the integrated workflow solution to be pushed via APIs to our website, social media channels and other endpoints such as digital signage, digital magazines, emerging technologies such as smart assistants and chatbots. (please note that these may not all form part of Phase 1) It will also need to be able to integrate with our existing CRM system to enable channel shift for non-emergency contact with our customers.

The Authority will have the need to create and manage data collection forms within the system. Data collected will be subject to GDPR.

Data collection forms must have standard validation capabilities such as email addresses, date formats, which can be managed by the Authority.

**Digital Asset Management requirements:**

The DXP must include a GDPR-compliant DAM that integrates with the workflow solution to provide assets for inclusion across the DXP’s content endpoints. The DAM will also need to provide a user-friendly permission based portal for non-employees to access approved content assets, searching against a customisable taxonomy, keywords, descriptions and other metadata.

**Integration Requirements:**

We would like the DXP to have ability to interact with APIs and have plugin capability.

We have a number of external tools and add-ons which will need to be factored into the new site. These include:

* **Browsealoud** from Texthelp for audio enablement and translation services (uses JavaScript) for low-level accessibility improvements (users who are not ‘disabled’ therefore do not have dedicated assistive technology)
* **GovDelivery** from Granicus for email marketing and alerts (allows subscriber sign-up via pop-up overlays, hyperlinks or other code snippets, identifying content for distribution via proprietary ‘page watch’ technology, or via consumption of RSS/Atom feeds
* **Microsoft Dynamics 365 CRM** and Universal Resource Scheduler – initially to generate leads via dynamic referral forms but potentially to expand to direct NHS-style ‘Choose and book’ capability
* **Business protection portal** (via an external URL) to allow businesses to self-assess their business continuity and risk
* **iTrent** from Trent Software for recruitment applications (usually via an external URL).
* **Surveymonkey** for surveys, questionnaires and self-assessments (usually embedded via supplied code or hyperlinks)

We currently have no internally-designed systems that would require secure APIs to be surfaced to the DXP.

**Content and Asset Creation requirements:**

The Authority will manage content internally. We want the site structure and design to be intuitive and allow users to easily navigate the site. Users should be able to search for content by keyword and phrase but the navigation should be sufficiently intuitive to allow users to find what they’re looking for in multiple ways.

We expect the solution to provide the facility for our team to easily produce new content, through a user-friendly interface and straightforward publishing process driven by a non-proprietary Content Management System that is widely supported.

We expect the following content types:

* Home, index and content page text that can be freely edited by our team
* Blog style content, to include news, articles and rich storytelling content
* Ability to add microsite pages within the structure for campaigns and new initiatives
* Ability to adjust the navigation and information architecture of the site.
* Dynamic content features, e.g. incident feed, newsroom area, secure custom forms, events calendar, Freedom of Information publication scheme.
* Ability to embed videos, images and content from third-party sources and content delivery networks.
* Ability to tag content with various metadata from a custom taxonomy or database schema.

The Authority will be responsible for content migration and adding content to the site.

**Marketing:**

* + CRM: Microsoft Dynamics 365 and Universal Resource Scheduling - will form the primary customer risk data management platform in terms of service delivery (an NHS-style ‘choose and book’ system for home safety visit appointments being the main driver for integration with the new KFRS website).
	+ Marketing email: Granicus GovDelivery is our primary email marketing tool, and would only look to replace this if its functionality could be matched or improved upon.
	+ Content push to selected channels: ideally the ability to select any content asset and its associated metadata via API to any content endpoint, including social media platforms.

**Training and User Requirements:**

**Training**:

Training on the DXP would be needed for the creative solutions team (4 people) and the wider engagement team (8 additional people). The level of experience in our team varies from people with very limited experience of using content management systems to a couple of people who have extensive experience administrating websites.

To start with we will limit editors to within the engagement team however we would like the ability to set up an unlimited number of further editors if the future if needed. We would be responsible for on-going training and support for new users.

We would expect at least a one-day training package for our team after which we would be trained sufficiently to allow us to train future users on the DXP and site templates. We would also require the supplier to provide training documentation on how to use the DXP and any tools/features developed as part of this project.

The Authority would benefit from access to a community forum for the solution, or access to a user group as additional informal support mechanisms.

**Users:**

The Authority require the solution to be accessed by users with varying roles, which may look similar to the following:

* Creator/Editor – Can create and edit content but cannot publish to live areas.
* Reviewer/Commenter/Approver – internal stakeholders and subject matter experts who may need to review proposed content.
* Admin – Create, edit and publish content to live areas, manage scheduling, create new metadata/taxonomy entries.
* Superuser – e.g Complete access to all functionality, user management
* Custom roles with specific rights or access, to be managed by the Superuser.

Suppliers will be expected through the tender submission to define these roles in detail along with any limitations.

**Contract Management and Support requirements:**

The Authority’s engagement team, will act as a funnel for any issues and development requests to the supplier as part of a support and maintenance contract.

The implementation of a front-end solution for choose-and-book appointments via CRM is on our roadmap for a future phase of this contract.

The Authority requires the tenderer to provide a Project Manager through the build and implementation process, and an Account Manager for ongoing contract management.

Support will be required throughout each phase and for the remainder of the contract term.

Following implementation, further ad-hoc consultancy will be required by the Authority for the additional phases.

**Insurance**

It is a requirement that the supplier holds and maintains for the duration of the contract the following insurances. Tenderers are required to confirm that they hold the following insurance and minimum levels of cover (and if successful will maintain cover for the duration of the Agreement): (tenderers should refer to Schedule 22 (Insurance Requirements))

* Professional Indemnity - £2m
* Employers Liability - £5m
* Public Liability - £5m
* Product Liability - £2m

In the event that the required insurance and minimum levels of cover are not held by the Tenderer at the time the Tender is submitted to the Authority, the Tenderer is required to provide a declaration that the necessary insurance (at the minimum levels described above) will be in place before the contract commences. The Authority requires proof of insurance prior to a contract being awarded. Tenderers are to address Schedule 22 Insurance Requirements and confirm compliance.

Tenderers are also required to confirm that, if successful, they will provide the Authority with copies of the required insurance certificates and policies (on each policy renewal anniversary) for the duration of the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Insurance** | **Date of Expiry** | **Value**  | **Tenderers confirmation of compliance with Insurance Requirements in Schedule 22** |
| Professional Indemnity |  |  | Yes/No |
| Employers Liability |  |  | Yes/No |
| Public Liability |  |  | Yes/No |
| Product Liability |  |  | Yes/No |

**Use of Sub-Contractors**

Where the use of sub-contractors is proposed tenderers must confirm the following details:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub Contractor Name** | **Role / Area of expertise**  | **Qualifications / experience**  | **Approximate % of contractual obligations assigned** |
| [Tenderer to complete & add further lines as required] |  |  |  |
|  |  |  |  |

**Key Performance Indicators**

This Contract is subject to Key Performance Indicators and the Supplier will be required to adhere to the required service levels over the contract term.

Please see Schedule 10 – Service Levels

**Management Information**

The supplier is required to provide regular quarterly Management Information. Information that must be provided by the Supplier includes (but is not limited to) the following:

 Performance against SLA’s

**Contract Governance**

The contract will be actively managed and governed throughout its term. The contract governance hierarchy will be as follows:

|  |
| --- |
| **CONTRACT GOVERNANCE** |
| **FORUM** | **ATTENDEES** | **FREQUENCY OF MEETING** |
| Strategic / Senior review of contract performance | Authority Attendees: * Jon Quinn – Director of Prevention, Protection, Customer Engagement and Safety
* Mark Roberts –
* Sally Conquest – ICT Category Manager

Supplier Attendees:  | Annual |
| Quarterly Performance Review | Authority Attendees: * Mark Roberts –
* Sally Conquest – ICT Category Manager

Supplier Attendees: | Quarterly |
| KPI Review | Authority Attendees: * Mark Roberts –
* Sally Conquest – ICT Category Manager

Supplier Attendees: | Monthly |

**Contract Management**

Tenderers are required to confirm the names of its personnel that will perform contract management functions, as follows:

|  |
| --- |
| **TENDERER CONTRACT MANAGEMENT PERSONNEL** |
| **ROLE** | **ROLE HOLDER** |
| Senior Contract Oversight / Point of Escalation | [insert name] |
| Contract Manager | [insert name] |
| [insert additional roles as required] | [insert name] |

Contract Management responsibility for the Authority will be managed by the following Authority personnel:

|  |
| --- |
| **AUTHORITY CONTRACT MANAGEMENT PERSONNEL** |
| **ROLE** | **ROLE HOLDER** |
| Senior Contract Oversight / Point of Escalation | Ant Nigliazzo-Masters |
| Contract Manager | Mark Roberts |
| Commercial Lead | Sally Conquest – ICT Category Manager |
| Additional Point of Escalation | Jon Quinn - Director |

# Section 4: Evaluation Methodology and Criteria

The following section outlines how the Authority will assess all Tenders in relation to the requirements set out in this ITT.

All Tenders received will be considered only on the information contained in the Tender or obtained by the Authority as a direct result of the procurement process. Each response will be evaluated individually and no consideration will be given to information included in other responses. Tenderers should not cross-reference to information provided in other responses.

Submissions will be assessed on the basis of the most economically advantageous tender (MEAT).

Evaluation will be conducted as follows:

* Stage 1 – tender compliance check;
* Stage 2 - evaluation of pass/fail questions;
* Stage 3 - evaluation of quality criteria;
* Stage 4 – evaluation of pricing

**Grounds for exclusion**

Tenderers may be excluded as follows:

* late Tenders will not be accepted unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time;
* failure to submit a non-compliant tender;
* failure to meet the Stage 1 pass/fail questions;
* failure to meet the pass/fail mandatory requirements as detailed in the Specification;
* failure to meet a pass/fail question in the quality criteria or Statement of Equalities & Diversity; or
* failure to achieve a threshold score of in any scored question in the quality criteria. Threshold scores are detailed within *Appendix B DXP Requirements and Evaluation criteria*

##### Stage 1: Tender Compliance Check

Prior to proceeding to the evaluation of Stage 1 Pass/Fail questions the Authority will check tenders to ensure they are compliant with the instructions for tendering, and that all information and declarations requested has been submitted. In the event that the Authority considers a tender to be non-compliant, the Authority may seek clarification from tenderers or it may reject the Tender (and in such circumstances no further evaluation will be undertaken).

##### Stage 2: Pass / Fail Evaluation Questions

Prior to proceeding to the evaluation of the quality criteria, the Authority will evaluate the Tenderers’ responses to the below initial pass/fail questions. These questions are **not** scored. Tenderers must be judged to have passed all of the pass/fail criteria and if a **FAIL** is allocated to any single response, then the Authority may reject the Tender (and in such circumstances no further evaluation will be undertaken).

In the event that no Tenderer passes the pass/fail criteria, the Authority reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter, the Authority may seek further clarification regarding the minimum standards which can be met. In such circumstances, all Tenderers will be treated equally.

The Authority reserves the right to clarify any of the evidence provided by Tenderers.  The Authority shall be entitled to review and question the relevance of any evidence provided to determine compliance and whether the response is awarded a pass or fail mark.

Tenderers must respond to the questions below and return to the Authority as part of their Tender. The pass/fail questions for this stages requirement are as follows.

**Initial Pass/Fail Questions**

|  |
| --- |
| **1. Form of Tender** |
| Please complete and return the signed Form of Tender included within Section 7 of this ITT.In doing so the Tenderer accepts all aspects of the Contract (as detailed in Section 6 – Terms and Conditions) as stated or subsequently agreed amendments.Failure to do so will result in your Tender not being taken forward for the rest of the evaluation.  |
| Tenderers response:  |
| Tendered has confirmed completion of Section 7, and have attached the completed Form of Tender to the submission *(Tenderer to delete as appropriate)* | Yes | No |
| **2. Modern Slavery** |
|  Tenderers shall be required to support and comply with the Authority’s initiatives regarding ensuring compliance with the Modern Slavery Act 2015 and in supporting the Authority’s commitment to eliminate modern slavery.  You **must** ensure completion of the Modern Slavery Self-Assessment Tool (see link below) pre-award of any Contract and/or Framework Agreement(s) and provide evidence it has applied for and/or received notification of its successful application. <https://supplierregistration.cabinetoffice.gov.uk/msat>The Authority reserves the right to audit the successful supplier with not less than 24 hours’ notice in the event that the Authority has any concerns regarding breach of the Modern Slavery Act 2015.  Tenderers **must** confirm their acceptance of this right. *Tenderers must ensure that their response covers all points stated above within this section. If “Non-Compliant” then the Tender will not be taken forward for the rest of the evaluation.* |
| Tenderers response:  |
| Tenderer is to confirm acceptance of the Modern Slavery requirement  | Yes | No |
| Tenderers comments: |
| **3. Invoicing** |
|  The Authority requires that all successful suppliers submit invoices by electronic means i.e. enclosed in an e-mail or posted to a dedicated web server. This must be in a consistently structured file e.g. XML, CSV and EDI which contains all data necessary to process the invoice and meets statutory requirements. This data will cover the following areas as a minimum:* standardised item names, unit prices, quantities supplied and total costs;
* product names and references (e.g. standardised names for products and unique part numbers);
* description of goods, services or works supplied;
* the purchase order number;
* invoice references (e.g. number and date);
* delivery/invoice addresses;
* statutory information (e.g. supplier’s VAT number); and
* supplier identification
* invoices shall also be available in PDF format, where requested.

 The Authority requires that the successful supplier observes payment terms with its Sub-Contractors that are the same (or no less favourable) as those terms which apply between the Authority and the supplier. The supplier will make payments to its Sub-Contractors within 30 days of receipt of a correct and valid invoice.  Invoices must be sent electronically to invoices@kent.fire-uk.org The Authority operates a “No PO, No Pay” policy. The Authority is unable to pay any invoice unless it has issued a Purchase Order in advance of a Supplier commencing service or delivering goods.  Incorrect invoices, those not quoting a purchase order number or sent to any other email address will not be processed. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.  The Supplier is required to issue an invoice within 15 days of the goods, services or works being delivered/completed. *Tenderers should ensure that their response covers all points stated above within this* *section. If “Non-Compliant”, then the Tender will not be taken forward for the rest of the* *evaluation* |
| Tenderers response:  |
| Tenderer is to confirm acceptance of the Invoicing requirements | Yes | No |
| Tenderers comments: |

##### Stage 3: Full Tender Evaluation

If the Tenderer has passed Stage 1 (pass/fail questions), the full Tender response will be evaluated as follows:

|  |
| --- |
|  |
| **Assessment Criteria** | **% Weighting** |
| **Quality Criteria – Pass/Fail Requirements** | **Pass/Fail** |
| **Quality Criteria – Scored Requirements** | **60%** |
| **Price** | **40%** |
| **Total Weighting**  | **100%** |

The tables below detail the full evaluation criteria to be used by the Authority when scoring all Tenders.

**Pass/Fail Criteria**

In the event that no Tenderer passes the pass/fail criteria or does not meet the threshold for scored evaluation criteria, as outlined in this Section 4 (and Appendix B), the Authority reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Authority may seek further clarification regarding the minimum standards which can be met. In such circumstances all Tenderers will be treated equally.

**Evaluation Weightings**

The Authority’s evaluation of Tenders will consider quality and price.

The weightings for each sub-section is as follows:

|  |
| --- |
| **QUALITY EVALUATION CRITERIA 60% Weighting** |
| **Sub Criterion** | **Sub-Weighting** |
| **Quality Criteria** |
| 1.3 Branding | 2% |
| 2.1 Software | 4% |
| 2.2 Interface - Interoperability | 3% |
| 3.1 Data Entry | 28% |
| 3.2 Data Maintenance | 7% |
| 4.5 Maintainability – Servicing, error reporting | 6% |
| 4.10 Future Requirements | 8% |
| 4.14 Social Value | 2% |
| **Total** | **60%** |

|  |
| --- |
| **PRICE EVALUATION CRITERIA 40% Weighting** |
| **Sub Criterion** | **Weighting (%)** |
| Initial Basket of Goods (years 1-3) | **25%** |
| Additional basket of goods (years 4-7) | **10%** |
| Rate card for additional services | **5%** |
| **Total** | **40%** |

Tenderers **must** receive a minimum score of 3 for each identified scored quality criteria in order to progress to the price evaluation. (please see *Appendix B - DXP Requirements and Evaluation Criteria*) for threshold information.

**Quality Criteria**

Where applicable, page limits are stated below each question.

**Tenderers should refer to *Appendix B – DXP Requirements and Evaluation* Criteria to assess the full requirements details to enable response to the below.**

**Evaluation will include evaluation of each of the evaluation criteria elements of the above documents, therefore tenderers should familiarise themselves with the evaluation criteria.**

Pass/Fail Quality Criteria may be evaluated alongside some scored criteria. Tenderers responses to each question should address each requirement identified, whether a Pass/Fail or a scored requirement. Evaluators shall mark each individual element of the requirement independently as identified in *Appendix A DXP Evaluation and Pricing Schedule.*

1. **General Requirements**

|  |  |
| --- | --- |
| **1.1 Business Constraints**  | **Scored Weighting: n/a****1.1.1 – 1.1.3 = Pass/Fail** |
|  The Tenderer should address requirements 1.1.1 – 1.1.3* Tenderers response below must include commitment to deliver the requirements within the timescales as identified in requirements 1.1.1 – 1.1.3, identifying any limitations or considerations for the Authority.
* Tenderer should attach draft implementation plan, that provides evidence of milestones including all key areas as per requirement 1.1.1 - 1.1.3
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **1.2. Legal**  | **Scored Weighting: n/a****1.2.1 – 1.2.3 = Pass/Fail** |
|  The Tenderer should address requirements 1.2.1 – 1.2.3* Tenderers response below must include commitment to deliver the requirements within the legal parameters as identified in requirements 1.2.1 – 1.2.3, identifying any limitations or considerations for the Authority.
* Tenderer must confirm compliance with each requirement, identifying the requirement number it is referring to in each instance.
* Tenderer must provide GDPR/Privacy statement as part of their response to this question.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 2* ***sides of A4****, excluding the Privacy statement.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **1.3. Branding**  | **Scored Weighting: 2%****1.3.1 – Scored****1.3.2-1.3.3 - Pass/Fail** |
|  The Tenderer should address requirements 1.3.1 – 1.3.3* Tenderers response below must include commitment to deliver the branding requirements as identified in requirements 1.3.1 – 1.3.3, identifying any limitations or considerations for the Authority.
* Tenderer must provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 6* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response..* |

1. **Technical Requirements:**

|  |  |
| --- | --- |
| **2.1 Software**  | **Scored Weighting: 4%*** + 1. **= Scored**

**2.1.1 – 2.1.3, 2.1.5-2.1.6 = Pass/Fail** |
|  The Tenderer should address requirements 2.1.1 – 2.1.6* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the software solution being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **2.2 Interface and Interoperability**  | **Scored Weighting: 3%****2.2.1= Scored****2.2.2 – 2.2.3 = Pass/Fail** |
|  The Tenderer should address requirements 2.2.1 – 2.2.3* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the interface and operability capabilities and limitations being offered
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **2.3 Internet** | **Scored Weighting: n/a****2.3.1 = Pass/Fail** |
|  The Tenderer should address requirements 2.3.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the internet and browser capabilities and limitations being offered
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 1* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

1. **Functional Requirements:**

|  |  |
| --- | --- |
| **3.1a Data Entry CMS/Website** | **Scored Weighting for all of section 3.1: 28%** **3.1.1, 3.1.4-5, 3.1.10-11 = Scored** **3.1.2-3, 3.1.6-9 = Pass/Fail** |
|  The Tenderer should address requirements 3.1.1 – 3.1.11* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Data Entry capabilities and limitations being offered with regards to the CMS and Website.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 8* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **3.1b Data Entry CMS/DAM/WFM** | **Scored Weighting: as above****3.1.14, 3.1.16-19 = Scored** **3.1.12-13, 3.1.15, 3.1.20-21 = Pass/Fail** |
|  The Tenderer should address requirements 3.1.12 – 3.1.21* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Data Entry capabilities and limitations being offered with regards to the CMS, WFM or whole solution where marked in the requirements.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 8* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **3.2. Data Maintenance** | **Scored Weighting: as above****3.2.3-5 – Scored****3.2.1-2- Pass/Fail** |
|  The Tenderer should address requirements 3.2.1 – 3.2.5* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Data Maintenance capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 4* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **3.3. Retrieval Requirements** | **Scored Weighting: n/a** **3.3.1- Pass/Fail** |
|  The Tenderer should address requirements 3.3.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Retrieval/MI capabilities and limitations being offered
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 2* ***sides of A4****, excluding the implementation plan.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

1. **Non - Functional Requirements:**

|  |  |
| --- | --- |
| **4.1. Performance (System Response)** | **Weighting: n/a****4.1.1-2 - Pass/Fail** |
|  The Tenderer should address requirements 4.1.1 – 4.1.2* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Performance and system response capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 2* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.2. Security** | **Weighting: n/a****4.2.1-4.2.8 - Pass/Fail** |
|  The Tenderer should address requirements 4.2.1 – 4.2.8* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Security capabilities and limitations being offered in line with Schedule 16 (Security)
* Tenderer must also attached an in date copy of their ISO 27001 certification as part of their response to this question.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***sides of A4****, excluding the certification.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.3 Backup and Recovery** | **Weighting: n/a** **4.3.1 - Pass/Fail** |
|  The Tenderer should address requirements 4.3.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Backup and Recovery capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.4. Archiving and Retention** | **Weighting: n/a** **4.4.1 - Pass/Fail** |
|  The Tenderer should address requirements 4.4.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Archiving and Retention capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 1* ***side of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.5a Maintainability – Support Cover, training** | **Scored Weighting for all of section 4.5: 6%** **4.5.1, 4.5.11 – Scored****4.5.2-3, 4.5.10 - Pass/Fail** |
|  The Tenderer should address requirements 4.5.1 – 4.5.3 and 4.5.10 - 4.5.11* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Support capabilities and limitations being offered, including out of hours support.
* Tenderers must confirm compliance with Schedule 10 (Service Levels)
* Tenderers should address additional support mechanisms such as user forums and training.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 8* ***side of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.5b Maintainability – Support Personnel** | **Scored Weighting: as above****4.5.9 - Scored**  **4.5.8 - Pass/Fail** |
|  The Tenderer should address requirements 4.5.8 - 4.5.9* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Evidence must be provided in the form outlined in the requirement. It is accepted that for Data Protection purposes, names may be redacted.
* Tenderers must confirm the Support Personal capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement, or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 3* ***side of A4****, excluding certifications.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.5c Maintainability – Hosting/Maintenance** | **Scored Weighting: n/a** **4.5.4 – 4.5.7- Pass/Fail** |
|  The Tenderer should address requirements 4.5.4 – 4.5.7* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Hosting and Maintenance capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 8* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.6 Availability** | **Weighting: n/a****4.6.1 - Pass/Fail** |
|  The Tenderer should address requirement 4.6.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Availability requirements and limitations being offered, in line with the requirement and Schedule 10 (Service Levels).
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 2* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.7 Users** | **Weighting: n/a****4.7.1-4.7.2 - Pass/Fail** |
|  The Tenderer should address requirements 4.7.1 – 4.7.2* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the User Access capabilities and limitations being offered.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 4* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.8 Capacity** | **Weighting: n/a****4.8.1 - Pass/Fail** |
|  The Tenderer should address requirements 4.8.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Capacity capabilities and limitations being offered, and ensure pricing is detailed within the *Appendix A DXP Pricing and Evaluation Schedule*
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 2* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.9 Exit Management** | **Weighting: n/a****4.9.1- Pass/Fail** |
|  The Tenderer should address requirements 4.9.1* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the Exit Management provisions and limitations being offered, in line with Schedule 30 (Exit Management)
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 1* ***side of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.10 Future Requirements** | **Scored Weighting: 8%****4.10.1-4.10.3 – Scored****4.10.4 - Pass/Fail****4.10.5 – Info Only** |
|  The Tenderer should address requirements 4.10.1 – 4.10.5* Tenderer must include response to each of the requirements stated above, and provide supporting evidence for each requirement, or confirm compliance where stated, clearly identifying each of the requirements by reference number.
* Tenderers must confirm the future requirement capabilities of your proposed solution and limitations being offered.
* To note, requirement 4.10.5 is for information only and shall not be evaluated, but would be beneficial to the Authority to understand future capability.
* Response should cover all points within each requirement, against the evaluation criteria identified in order to be awarded a Pass mark for each requirement or the relevant score against criteria.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 8* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.11. Contract Management – Account Management** | **Scored Weighting: n/a** **Evaluation - Pass/Fail** |
|  The Tenderer must provide a dedicated account manager. The account manager is required to be available between 9am and 5pm, Monday to Friday and shall be responsible for: * the overall management of the Contract;
* managing and fostering customer relationships; and
* managing and resolving issues raised at a national and local level.

 The account manager shall be available for ad-hoc face to face meetings and on a quarterly basis to discuss contract matters and assess levels of performance against agreed SLAs/KPIs.  The Authority may also require meetings with the supplier, and these shall be agreed between the Authority and the supplier. The Authority will not be liable for the Supplier’s travel and subsistence expenses for attendance at these meetings.  **Please note this is a mandatory requirement and Tenderer’s are required to state their acceptance to this requirement within the response.**  The account manager will be regarded as key personnel. Tenderers **must** also identify the individual who will cover the account manager’s role and responsibilities in their absence.  * Tenderers must provide details of which of its personnel will be key personnel. Your response **must** contain a completed table using the format below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Job Title** | **E-Mail Address** | **Description of Role** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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* Tenderers should provide full details, supported by an organisational chart, as to how the team will be structured.
* Tenderers shall have a complaints and compliments procedure.

 Please provide full details of the complaints and compliments procedure you will have in place to enable the Authority to make complaints/compliments. Your response should detail:* how complaints/compliments may be raised;
* how complaints/compliments will be monitored;
* the escalation process through the supplier’s organisation;
* details on response times across the whole process / procedure;
* in the case of complaints, how a satisfactory resolution will be ensured.
 |
|  |
| *Tenderers should ensure that their response covers all points stated above within this section. Tenderers must confirm compliance to each requirement and provide supporting evidence where stated.**Responses to this question should be no more than 6* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.12. Quality Management** | **Scored Weighting: n/a****Evaluation- Pass/Fail** |
|  Please provide full details of the quality management systems, policies and procedures you have in place to maintain and support quality standards. Your response must include a detailed step by step flow diagram of your quality assurance processes. Tenderers are to review Schedule 28 (ICT Services) with regards to the Quality Requirements and confirm compliance with this Schedule. |
|  |
| *Tenderers should ensure that their response covers all points stated above, within this section.**Responses to this question should be no more than 4* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.13 Business Continuity and Disaster Recovery** | **Scored Weighting: n/a** **Evaluation - Pass/Fail** |
|  Please provide a written business continuity plan that evidences systems of prevention and recovery to deal with potential threats to continuity of supply and associated services. The business continuity plan shall include any outsourced elements/partners of the service provision encompassing the entire supply chain to ensure resilience and continuity of service throughout any event that could have an impact on supply. The plan shall also include detail on how service provision would continue if various elements of the service could no longer function e.g. due to staff shortages or premises not being useable.  Please also provide details of business continuity planning with regards to ensuring continuity of supply of items and services at the end of the transition period and post Brexit. Your response should also include details of how you will mitigate the risks associated with supply chain price rises following award of any Contract.  Please provide a written disaster recovery plan which provides evidence of comprehensive and consistent actions to be taken before, during and after a disaster. The disaster recovery plan should include any outsourced elements/partners of the service provision, encompassing the entire supply chain to ensure the restoration of relevant systems and infrastructure and minimise the impact on business operations throughout any event that could have an impact on supply. The plan should include detail on how business operations would be restored in the event of a disaster (an event or circumstance of whatever nature, which would seriously threaten the Tenderer’s ability to perform the Contract). The business continuity and disaster recovery plans must consider the entire supply chain and be tested on an annual basis. Should the tests result in a successful outcome, this must be confirmed in writing to the Authority within 10 working days of test completion. You must report any failure to the Authority as a result of testing and provide plans to mitigate future failures, as well as associated timescales for implementation of the changes.Tenderers are to review Schedule 14 (Business Continuity and Disaster Recovery) and confirm compliance with this Schedule and the above requirements. |
|  |
| *Tenderers should ensure that their response covers all points stated above, within this section.**Responses to this question should be no more than 8* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

|  |  |
| --- | --- |
| **4.14 Social Value** | **Weighting: 2%****Evaluation - Scored** |
|  You shall be required to support the Authority’s initiatives regarding ensuring compliance with the Social Value Act 2012 and in supporting the Authority’s commitment to social value by considering how economic, environmental or social well-being factors during delivery may be improved by what is being procured. Tenderers are therefore asked to demonstrate where your organisation is able to meet social value considerations as part of the wider impact on goods and services, giving specific details of what will be delivered in line with the Contract. Your response must identify any specific social value contributions that you will make as a direct consequence of being awarded a Contract and should give consideration to the following 3 areas;* **Economic** – examples to consider in your response could include, what schemes and opportunities are available for apprenticeships, traineeships, higher apprenticeships or other? What will be done to ensure your organisation and Sub-Contractors support workforce development? Work placement schemes for schools/colleges? Supporting COVID-19 economic recovery? Reducing unemployment;
* **Environmental** – The Tenderer must offer packaging for goods, provided that it conforms with Government Packing Regulations, the guidance for which is outlined in the link below:

<https://www.gov.uk/government/publications/packaging-essential-requirements-regulations-guidance-notes>   Other examples to consider in your response could include setting specific environmental objectives to improve environmental performance during the duration of the Contract and how such objectives will be managed and verified e.g. minimizing waste, saving energy, sustainability, decreasing congestion, reducing carbon footprint; and/or* **Social** – examples to consider in your response could include how you your supply chain ensures ethical considerations and ethical sourcing practices, helping local community groups, volunteering, supporting a healthier community (staff well-being/flexible working policies), promoting social integration;

Whilst the above examples are provided, the Authority accepts that there may be other Social Value ideas and initiatives that tenderers may have implemented or intend to implement. Tenderers should therefore address at least one of the Economic, Environmental or Social elements highlighted above, and provide evidence of how they intend to meet this requirement. (please see evaluation criteria in Appendix A) |
|  |
| *Tenderers should ensure that their response covers all points stated above, within this section.**Responses to this question should be no more than 4* ***sides of A4****.**References to marketing documents shall not be addressed. Any supplementary information provided must be clearly referenced and indexed.**Please do not embed documents within your response.* |

**Scoring the Quality Criteria**

Each response will be allocated a score of 0 – 5, in accordance with the marking scheme outlined against each requirement outlined in *Appendix A DXP Evaluation and Pricing Schedule* and/or *Appendix B DXP Requirements and Evaluation Criteria* and scored accordingly.

**Calculating the Weighted Scores for the Quality Criteria**

Raw scores awarded to each applicable response will be converted into a weighted score according to the stated individual weightings for each applicable evaluation question. Weighted scores will be calculated using the following formula.

The specific evaluation question weighting will be multiplied by the score awarded

**Individual Score x Individual Score Weighting = Weighted Score**

The maximum weighted score available for Quality Criteria is 300

**Calculating the Overall Score for Quality**

The weighted scores for each applicable response will be converted into an overall score for the quality criteria. The overall quality score will be calculated by adding together all of the individual weighted quality scores.

# Section 5: Pricing

##### Stage 4: Pricing

**Price**

Tenderers must submit their tender pricing using the attached pricing schedule titled:

*Appendix A DXP Evaluation and Pricing Schedule*

All prices entered in the pricing schedule or other documents must be exclusive of VAT and in pounds sterling. Tenderers should note that pricing information should **not** be included within the quality responses.

Each pricing element will be allocated a score of 0 – 5. These raw scores awarded to each applicable price submitted will be converted into a weighted score according to the stated individual weightings for each applicable evaluation question. Weighted scores will be calculated using the following formula.

The specific evaluation question weighting will be multiplied by the score awarded

**Individual Score x Individual Score Weighting = Weighted Score**

The maximum score available for Pricing Criteria is 200

Pricing is being evaluated against the Initial basket of goods for the first 3 years, the subsequent 2 years, and the rates cards for additional services.

Tenderers should refer to *Appendix A DXP Evaluation and Pricing Schedule* for the Price Evaluation Model and breakdown of evaluation.

A scalar methodology is applied when calculating the score for each item /associated service. This means that the Tenderer with the lowest evaluated price for that item /associated service shall be awarded the maximum available score. The remaining Tenderers shall either:

* be awarded a percentage of the maximum available score, equal to their price, relative to the lowest price based on the formula below:

 lowest price tendered x maximum available score

 Tenderer’s price

An example evaluation model is provided under *Appendix A DXP Evaluation and Pricing Schedule* (Price Evaluation Model tab)

* be awarded a score of **zero (0)** where their evaluated price is greater than 1.5 times the lowest price for that item or associated service. This methodology takes into account the potential for abnormally low bids. Where a Tenderer submits an abnormally low bid, a decision on its acceptance or rejection from the tender process will be undertaken in line with the process stated in the *Abnormally Low or High Bids - Regulation 69 (1) & (2) of the PCR 2015* section earlier in this document.

**Calculating the Overall Score for Price**

The scores calculated for each price section are weighted and totalled to provide a final price score.

**Calculating the Overall Tender Score**

The overall tender score is calculated by totalling the final scores obtained from the quality evaluation and the pricing evaluation.

Tenderers should note that during the calculation of price scores points are rounded to two (2) decimal places. Therefore, the final score(s) *may* not be exactly equal to the sum of the scores within each section or sub-section. For example a score of 3.568 + 3.456 = 7.024 which will equal 7.02 after rounding. If, on the other hand, these scores are rounded prior to their summation, the score will be 3.57 + 3.46 = 7.03.

# Section 6: Terms and Conditions

**Conditions of Contract**

The embedded document sets out the terms and conditions of Contract.

Tenderers should familiarise themselves with these documents prior to the submission of their Tender.

**Tenderers are required to confirm (by completing the Declaration at Section 7) that they agree to the form of the Contract without material amendment.**

In preparing the documents, the Authority has taken care to ensure that its provisions are fair and balanced. The Authority does not invite the Tenderers to request substantive changes to the Contract and does not commit to making any changes. Minor changes to the Contract may be considered. Any such request for minor changes **must** be submitted with the Tender for consideration by the Authority.

Requests for minor changes must be made in the format of the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Provision number (Contract Clause)** | **Primary reason for proposed amendment**  | **Comments**  | **Proposed amendment** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Section 7: Form of Tender

Tender Reference: [Insert]

I/We the undersigned offer to supply the following goods / services relating to the provision of [insert requirement name/description] as detailed in this Invitation to Tender to the Authority on the terms and conditions stated in Section 6 of this Invitation to Tender.

I/We understand that only minor changes to the Contract may be considered. I/We have/have not\*[Tenderer to delete as appropriate] requested minor changes to the Contract, and understand that the Authority is not bound to accept any such changes to the Contract.

I/We confirm that the information provided in our response to the selection questionnaire is still valid as at the date of the Tender. I/We have enclosed details setting out where there have been changes to our response to the selection questionnaire since this response was submitted to the Authority [delete as appropriate]

I/We understand that the Authority is not bound to accept in whole or in part the lowest or indeed any Tender it may receive.

I/We certify that I/we have not fixed or adjusted the amount of the Tender with any agreement or arrangement with any other person, nor entered into any agreement or arrangement with any person that he shall refrain from tendering, nor have I/we paid, given or offered to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any other person relating to this tender

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tendering Organisation and Registration Number if applicable:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Where the tenderer is seeking the Authority’s agreement to make minor changes to the Contract, details of the proposed changes must be appended to this declaration in the format of the table included in Section 6.

# Section 8: Conflict of Interest Declaration

###### Tenderers are required to complete (and submit with their tender) the Conflict of Interest Declaration, below. Tenderers are required to confirm that either option 1 or option 2 is applicable.

###### Where a relevant interest is considered by the Authority to present a conflict of interest (or where the Authority considers there is a risk of a perception of a conflict of interest), the Authority will seek to understand whether the matter is capable of being remedied. However, the Authority reserves the right (at its sole discretion) to exclude a Tenderer from further participation in this Procurement where the Authority feels that any relevant interest or conflict of interest (actual or perceived) is not capable of being avoided.

Please identify any relevant interests that your organisation and (if applicable to this Tender) Sub-Contractors, or any person employed or engaged by, or otherwise connected to the Tenderer and/or its Sub-Contractors, which may present a conflict of interest. The Authority is seeking assurance from the Tenderer and its Sub-Contractors (where applicable) that they do not have any interests which may constitute (in the view of the Authority) conflicts of interest, whether actual or perceived. The Authority also considers any issue which may give rise to negative public comment or the embarrassment of the Authority (as a result of the award of the contract) to be a matter for reporting in this declaration.

|  |
| --- |
| **CONFLICT OF INTEREST DECLARATION**Kent and Medway Towns Fire Authority Invitation to Tender Ref: [Insert]For the provision of [Insert] |
| **Tenderer Company Name:** |
| **Name of authorised representative:** |
| **Position:**  |  | **E-mail:** |  |
| **Tel:** |  | **Date:**  |  |

**Option 1:**

**“There are no relevant interests that the Authority should consider** that prevent full and unprejudiced participation in any procurement process and delivery of the Contract or which may present ethical and reputational risk to the Authority.

The Authority will be informed as soon as is practicable should circumstances change in any way that effects this declaration.”

**Option 2:**

**“The following interests are for the Authority to consider as to whether they constitute a conflict of interest** that may prevent full and unprejudiced participation in this procurement process and delivery of the Contract or may present ethical and reputational risk to the Authority. A list of relevant interests is set out below:

|  |
| --- |
| [Tenderer to insert details here] |

The Authority will be informed as soon as is practicable, should circumstances change in any way that affects this declaration.”

|  |
| --- |
| **I hereby confirm that Option 1\* / Option 2\* (above) applies and in the case of Option 2 being selected, full details have been provided to the Authority.****\***Delete as applicable |
| **Signature** |
| **Title** |
| **On behalf of:** |

# Section 9: Equalities and Diversity Statement

###### Tenderers must complete the “Tenderers Response” column in the template (below) and return the completed template to the Authority as part of their Tender. Tenderers are encouraged to specifically note the potential implications of being evaluated a “Fail” and/or the implications of failing to provide adequate information.

|  |
| --- |
| **EQUALITIES, DIVERSITY & MODERN SLAVERY STATEMENT** |
| **Description** | **Requirement/****Scoring Mechanism** | **Tenderer’s Response** |
| Does your organisation have a written equal opportunities policy aimed at avoiding discrimination? | Answer “Yes” or “No” in column on the right. If yes, please provide a copy.Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy.No = the Authority will consider a statement setting out how the Tenderer avoids discrimination. If (in the judgement of the Authority) appropriate and sufficient action is demonstrated the Tenderer will pass. Where the Authority is not convinced that sufficient or appropriate action is undertaken by the Tenderer (or that sufficient appropriate action is unlikely to be demonstrated in the future), the Authority may Fail the Tender (and in such circumstances the Tender may not be further considered and may be excluded from the process).  |  |
| Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to Equal Opportunities and is it your practice not to treat one group less favourably than others because they are in a group with protected characteristics, including but not limited to their colour, race, nationality, ethnic origin, gender, disability, sexual orientation, religion, belief or age in relation to decisions to recruit, train or promote employees? | Answer “Yes” or “No” in column on the right.If you answer Yes, please provide a copy of your relevant policy (if written) or describe the actions that your organisation takes to comply with its statutory obligations.Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy or otherwise assures the Authority via a written statement. If the Tenderer is unable to provide full assurance the Authority reserves the right to consider the response to be a “Fail”. In such circumstances the Tender may not be further considered and may be excluded from the process, at the Authority’s discretion.No = Fail. In such circumstances the Tender may not be further considered and may be excluded from the process, at the Authority’s discretion. |  |
| In the last three years, has any finding of discrimination been made against your organisation by any court or employment tribunal (in any jurisdiction)?  | Answer “Yes” or “No” in column on the right. If “Yes” please provide details and the action taken to prevent recurrence.**Pass** = “No”, or “Yes” with satisfactory evidence of steps taken to avoid repetition of the same or similar offence(s); or “Yes”, with little or no evidence of steps taken to avoid repetition of the same or similar offence(s) but The Authority does not consider the offence justifies elimination from this procurement exercise; or**Fail** = “Yes” with little or no evidence of steps taken to avoid repetition of the same or similar offences and The Authority considers that the offence(s) justifies elimination from this procurement exercise |  |
| In the last three years has your company been the subject of a formal investigation or judicial proceedings by the Equality and Human Rights Commission (or such equivalent body in the jurisdiction in which you are incorporated or resident) on grounds of alleged unlawful discrimination? If “Yes” please provide details. Organisations providing goods, works or services to, or on behalf of, the Authority must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics.Information on the Equality Act and Specifically the Public Sector Equality Duty can be found here. <http://www.c2e.co.uk/downloads/Suppliers%20Guide%201_6%20DK%20Print%20C2E%20Jan%202012.pdf> | **Pass** = “No” or “Yes” but The Authority does not consider it appropriate to eliminate the organisation from this procurement exercise on the basis of the evidence presented; or**Fail** = “Yes” and The Authority considers it justifiable to eliminate the organisation from this procurement exercise on the basis of the evidence presented. |  |
| Does your organisation have a policy aimed at avoiding modern slavery in your organisation and your supply chains? If there is no policy, please provide evidence of :1. how you ensure workers who deliver the contract are aware of their rights and have employment contracts in place (including any agency or sub-contracted worker)
2. how you shall commit to fair working practices for workers engaged in the delivery of the contract (including any agency of sub-contracted worker)
3. that your organisation or your supply chain is not subject to, nor are aware of, any ongoing investigations or charges in relation to modern slavery and human right abuse.
 | **Pass** = “Yes”, where a satisfactory written policy is provided to the Authority, or if a policy document is not available but a satisfactory explanation is given describing the approach taken to avoid modern slavery, addressing points a-c in the requirement.**Fail** = No policy or satisfactory statement addressing points a-c is given, and the Authority considers it justifiable to eliminate the organisation from this procurement exercise. |  |

# Section 10: Company Information

The following questions are **mandatory** and so must be completed by ALL Tendering organisations. Failure to do so may result in the Tender being regarded as non-compliant and excluded from the process.

**This section is required for information purposes only and will not be scored but completion is required to ensure compliance with the Tender Instructions.**

Tenderers are required to complete the following table:

|  |  |
| --- | --- |
| **Description** | **To be completed by the Tenderer** |
| Company Name |  |
| Address (for correspondence) to include telephone and e-mail address together with web site details |  |
| (Where a limited company) Date of registration and registration number  |  |
| Registered Office (if different) |  |
| Address of Head Office  |  |
| If applicant is a member of a group of companies, provide the name and address of Holding Company and enclose a structure diagram to show relationship |  |
| Please indicate Organisation type from the following list and confirm date of registration and company number |  |
| * Public Limited Company
 |  |
| * Limited Company
 |  |
| * Partnership
 |  |
| * Sole Trader
 |  |
| * Charity
 |  |
| * Public Sector
 |  |
| * SME (Small Medium sized Enterprise) ie fewer than 250 employees (please state number of employees)
 |  |
| * Voluntary/Community Sector
 |  |
| * Social Enterprise
 |  |
| * Other (please specify)
 |  |
| Name, position and email address of company representative  |  |
| How long has your Organisation been established? |  |
| Is the Organisation a formal member of a larger trading group of companies? |  |
| Are you applying as the lead part of a consortium? | Yes / No (delete as appropriate. If Yes, please provide further details of the proposed consortium) |
| Name and Address of Bankers |  |

# Section 11: Financial Information

Tenderers are required to confirm a response to each of the questions set out below. At this stage Tenderers should self-declare (rather than providing the relevant evidence within Tenders).

The winning tenderer (and any organisations relied upon to meet the winning tenderers selection criteria) will be required to submit evidence before a contract is awarded.

|  |  |
| --- | --- |
| Question | Response |
| Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐No ☐ |
| Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out (or “N/A” if not applicable to this procurement). | Yes ☐No ☐ |

|  |
| --- |
| **If you are Tendering as part of a wider group, please provide further details of members of the group below:**  |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |
| Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

Tenderers should note that the Authority will only request a full financial/credit check in respect of the successful Tenderer prior to making the contract award decision. The check will be requested from an independent source (e.g. Dun and Bradstreet or similar provider). In addition the Authority may decide to carry out its own financial analysis based on the information provided and/or seek assurances/clarifications from the potential supplier regarding financial stability.

If after assessment of financial information the finances show an unacceptable level of risk (in the opinion of the Authority), the Authority may decide not to proceed to award the award to the winning Tenderer. In such circumstances, the Authority may decide to award a contract to the next highest scoring Tenderer (or not to award a contract).

New companies or non-Limited Companies with less than 3 years available figures may be asked to provide further information. The Authority reserves the right to request any other additional financial information as necessary.