Met Police logo

**Invitation to Participate Pack:**

Procurement Specific Questionnaire (PSQ*)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**Invitation to Participate Pack:

*Procurement Specific Questionnaire (PSQ)*

Sourcing Event: Application Management Services Procurement for the MPS

Coupa Tender Notice Reference Number: 2271 to access (with submission Reference 2278)

Response required by: 01/09/2025 at 12:00 Noon GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

Sourcing Event: [XXXX – Application Management Services Procurement for the MPS]

Tender Notice Reference Number: xxxxxx

Response required by: xx/xx/xxxx at xx:xx GMT

**Bidder Name:**

**Date:**

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# PSQ Explanatory Notes

1. The following document forms part of the submission of the Invitation to Participate for the Procurement of Application Management Services for the Metropolitan Police Service (MPS), using a Competitive Flexible Procedure as described in section 20(4) of the Procurement Act 2023. This document should be read in conjunction with the **Financial Viability and Risk Assessment Tool - FVRAT** (which will also require completion and submission by a Bidder), **the Descriptive Document**, and other documents in the **Invitation to Participate Data Room – found here:** [**https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn**](https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn)
2. Public Procurement is governed by Regulations to ensure that Procurement delivers value for money, competition, transparency and integrity.
3. The Procurement Specific Questionnaire (PSQ) has been designed to help the Authority ensure that Bidders share the right information when participating in a Procurement. This is separate from a formal tender submission (on how the Supplier proposes to meet the tender Requirements). The PSQ consists of three parts:

## Part 1 - Confirmation of Core Supplier Information:

1. Bidders participating in Procurements will now be expected to register on a Central Digital Platform (CDP). Bidders can submit their core supplier information and, where a Procurement opportunity arises, share this information with the Authority via the CDP. It is free to use and will mean Bidders should no longer have to re-enter this information for each public Procurement but simply ensure it is up to date and subsequently shared. The CDP is available [here](https://www.gov.uk/find-tender). Part 1 provides confirmation that Bidders have taken these steps or to provide this information by return where the CDP is unavailable.

## Part 2 - Additional Exclusions Information:

1. Procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard Procurement from Bidders who may pose a risk (for example, due to misconduct or poor performance). Bidders must submit their own (and their connected persons[[1]](#footnote-1)) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
2. As part of a Procurement, a Bidder will need to also share additional exclusions information for any suppliers that they are relying on to meet the Procurement’s conditions of participation. These could either be Consortium Members or Key Sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the Authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main Bidder) or to provide this information by return.
3. In addition to the Key Sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), Bidders will need to share an exhaustive list of all their intended Key Sub-contractors, which will be checked against the debarment list.
4. If a Key Sub-contractor is unknown at the start of the Procurement (or brought in during it), this should be made clear by the Bidder and relevant details of the Key sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the Authority as soon as possible and at least by final BAFO tender submissions. Bidders should note that should a Key Sub-contractor be proposed at a later stage that would not have passed the pass/fail questions set out in section 6 then the Authority shall give that Bidder the opportunity to withdraw that Key Sub-contractor or reserves the right to exclude the Bidder from continuing participation should the Key Sub-contractor not be withdrawn.

## Part 3 - Conditions of Participation:

1. The Act allows contracting authorities to set conditions of participation which a Bidder must satisfy in order to be awarded a public contract. They can relate to the Bidder’s legal and financial capacity or their technical ability. Further information about the Procurement procedure can be found herein.
2. Some of the information requested in this PSQ will be for information purposes only. Other information will be assessed by the Authority. This includes a pass or fail mechanism, or a threshold which the Bidder must meet. For the Application Management Services (AMS) Procurement, the Authority will use the information shared via the PSQ as part of a selection process to limit the number of participating Bidders. The Authority intends to take 4 (four) Bidders through to the Invitation To Tender (ITT) Stage, but where the fifth place Bidder scores within 5% of the fourth placed Bidder, they too shall be taken through to the ITT Stage. Where there is a tied score at fifth placed Bidder in this scenario, all tied Bidders shall be progressed. The Authority has outlined the criteria in Section 7 used to select the limited number of Bidders, in the Tender Notice (section 20(4)(a) of the Procurement Act 2023 and regulation 19(2)(d) of the Procurement Regulations 2024).
3. As outlined in the Tender notice, for the first stage of this Procurement, the PSQ will assess the Bidder’s financial, legal and technical capability to carry out the Requirements of the Contract. The assessment process and award criteria for this Procurement is set out herein.

# PSQ Response Instructions & Conditions

1. In order to participate in the Procurement and be considered for the opportunity to submit an initial Tender, Bidders must submit this PSQ and any other information as required, as laid out in Section 6. This includes a populated and returned **Financial Viability and Risk Assessment Tool - FVRAT** which can be found in the Data Room.
2. Bidders should note that contracting authorities have legislative duties to publish certain information which relate to the Supplier in their contract award notices. This information includes, but is not limited to:

* details of the winning Supplier’s associated persons
* details of the winning Supplier’s connected person information, and
* for certain Procurements over £5 million, details of unsuccessful Bidders

1. Where a Bidder is unsure or requires any clarification, they should submit a clarification question to the Authority.
2. All communication with the Authority must be conducted via the Procurement Portal: Coupa.

# Definitions & Acronyms

|  |  |
| --- | --- |
| Authority | Metropolitan Police Service for and on behalf of the Mayor’s Office for Policing and Crime |
| AMS | Application Management Services, the scope of the Procurement considered herein |
| BAFO | Best and final offer stage which will follow the Clarification & Negotiation stage, and where Bidders will submit a final tender for evaluation and moderation |
| Bidder | A participant who would like to provide Services in the AMS Procurement |
| Clarification & Negotiation Stage | The stage following the Authority evaluation and moderation of the submitted ITT responses (from shortlisted Bidders) and in advance of the BAFO |
| Clarification Deadline | The deadline for clarifications relating to this PSQ as set out herein |
| Competitive Flexible Procedure | The procedure under the Procurement Act 2023 being used to procure the Services |
| Consortium Members | All legal entities, including the Bidder, bidding as part of a consortium |
| Contract | The contract which the Authority intends to enter into with the winning Bidder at the conclusion of the Process |
| Contract Commencement | The effective date of the Contract as signed and executed |
| Disclosure Obligations | Freedom of Information Act 2000 (“FOIA”), Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies and the Local Policing Bodies (Specified Information) Order 2011 |
| Deferred Service Commencement | A period of no longer than 12 months by which the Authority can defer Service Commencement, and therefore start of Transition, at its sole discretion |
| Descriptive Document (DD) | Document setting out the overarching approach for the delivery of the Service as set out herein |
| Draft Requirements | The Authority’s requirements, as set out in the Requirements Summary to be used as context to inform this PSQ stage (see Data Room), but to be updated at ITT, and perhaps BAFO to full Requirements |
| EWA | Ethical Wall Agreement setting out the handling of existing suppliers to MPS in the Procurement, which must be completed and signed by relevant Bidders prior to responding to this PSQ along with the NDA. Where a Bidder should complete and return a signed EWA (considering the purpose as articulated in Appendix B) but neglects to do so, the Authority reserves the right to disqualify them from the Procurement. Bidders will need to complete, sign and return the EWA prior to being given permission to access the Data Room or confirm a nil return via Coupa Messaging where an EWA does not apply |
| FTS | The UK Government Find a Tender Service |
| FVRAT | The Financial Viability Risk Assessment Tool, which the Authority is using to help test the financial standing of Bidders, Parent Company, Ultimate Parent Company and Key Sub-contractors at this PSQ stage |
| ITT | The invitation to tender stage whereby Bidders, who have been successful at this PSQ stage, shall be invited to submit an initial tender |
| Key Sub-contractor | A sub-contractor material to the delivery of the Requirements and/or that brings capabilities or experience that the Bidder is seeking to rely on for any part of its Response |
| NDA | Non-Disclosure Agreement setting out how the Bidder shall treat Authority data in accordance with this Procurement, which must be completed and signed by Bidders prior to responding to this PSQ to enable access to the Invitation to Participate Data Room |
| Parent Company | A company which has a controlling or majority interest in a Bidder |
| Parties | The Authority and a Bidder |
| Process | The process for the execution of this Procurement |
| Procurement | The Process to select a Supplier to deliver the scope of Services as detailed herein, using the Competitive Flexible Procedure as described under section 20 of the Procurement Act 2023 |
| PSQ | This Procurement Specific Questionnaire |
| PSQ Declaration Form | The PSQ declaration form set out herein (PSQ Declaration Form) which must be completed by Bidders in submitting their Response to this PSQ |
| PSQ Evaluation Methodology | The evaluation methodology for the evaluation of PSQ Responses and which is set out herein |
| PSQ Response Deadline | The deadline for submission of completed Responses as set out in this PSQ |
| PSQ Response Form | The form set out herein (PSQ Response Form) which must be completed and submitted by Bidders as part of their Response to this PSQ |
| Qualitative Response | A response from Bidders using the Response Templates in the Data Room here <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8>  to the Technical Assessment Questions posed in Part 4, which will be used to derive the shortlisted Bidders progressing to ITT as described herein |
| Regulations | The Public Act 2023 and/or any regulations enacted and in force or any replacement legislation (if applicable to this Procurement) |
| Requirements | The Authority’s detailed requirements, which shall be available to Bidders at ITT stage and may be updated at or prior to BAFO stage. Requirements provided at this PSQ stage are Draft Requirements which are indicative and subject to change |
| Response | All information requested from the Bidder, including the completed PSQ Response Form, FVRAT, references and all other supporting documents, in connection with this PSQ |
| Service(s) | The Application Management Services, the subject of this Procurement, which must be delivered within the United Kingdom |
| Service Commencement | The date on which the Supplier takes on the full scope of the Services after implementation activity, assumed to be from (and no earlier than) October 2026 (subject to change at the sole discretion of the Authority) |
| Service Transition | The period between Contract Commencement and Service Commencement (save for where the Authority executes its rights for a Deferred Service Commencement), considered to be no more than six calendar months. |
| SME | Small Medium Enterprise as defined by the Government Commercial Function here: [Supplementary\_Guidance\_-Defining\_Small\_and\_Medium\_Sized\_Enterprises\_FINAL.pdf](https://assets.publishing.service.gov.uk/media/6731e5cff8ac0a8bd93d138a/Supplementary_Guidance_-_Defining_Small_and_Medium_Sized_Enterprises_FINAL.pdf) |
| Supplier | A successful Bidder in this AMS Procurement competition |
| Technical Assessment Questions | Found in Part 4 of the PSQ, with Response Templates in the Data Room here <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8>  for Qualitative Responses to the scored questions to be used to calculate those Bidders to be shortlisted to progress to the ITT stage |
| Term | Shall be 5 (five) years from the date of Service Commencement or Deferred Service Commencement (Initial Term), with two further optional years (5+1+1) |
| Ultimate Parent Company | The highest level company in the corporate structure that owns or controls (directly or indirectly) the Bidder and is not itself owned by another company |
| VCSE | Voluntary Community & Social Enterprise |
| Working Day | A Monday, Tuesday, Wednesday, Thursday or Friday, save for Bank Holidays in England |
| You / Your | Means the Bidder |

# Section 1 - Introduction & Background

## Purpose of this document:

1. The Authority is seeking Bidders who may wish to tender for a Contract to provide AMS to the Authority, to be provided within the United Kingdom.

This PSQ relates to the UK2 Notice advertised by the Authority in the Find a Tender Service platform ([AMS Procurement - Market Engagement - Find a Tender](https://www.find-tender.service.gov.uk/Notice/035556-2025?origin=SearchResults&p=1)).

The objective of this PSQ is to short-list a limited number of Bidders (on the basis of the evaluation criteria set out herein) who will participate in the subsequent ITT, Clarification & Negotiation and BAFO stages which will result in the award of a Contract to the best scoring Bidder.

At the conclusion of this Process the Authority intends to award a Contract for a minimum period of 5 (five) years from Service Commencement or Deferred Service Commencement (plus options to extend for up to 2 years (1+1), and possible Termination Assistance) consisting of up to a further 2 (two) years).

## Background to MPS:

1. The Metropolitan Police Service (MPS) polices 620 square miles and serves more than eight million people across one of the world's most dynamic and diverse cities. Subsequently, the MPS spends over £1billion GBP each year on a diverse range of goods and services and we aim to procure them in the most cost effective and compliant way, whilst often satisfying urgent operational needs.

The MPS procures goods and services, in line with the Procurement Act 2023. Whilst the Mayor’s Office for Policing and Crime (MOPAC) is the Contracting Authority, all goods and services as part of the MPS’ contracts, are supplied to the MPS and serve MPS’ operations.

The MPS is currently undergoing large-scale transformation, as part of *A New Met for London*. This plan embraces the unique and ever-evolving challenge of policing London, with more trust, less crime and high standards.

To deliver *A New Met for London*, there are more opportunities than ever for suppliers to get involved with making London the safest global city, in a time of unprecedented change within the UK's largest police service.

The MPS is committed to delivering social value through its contracts, in order to serve its communities, and as part of working with the MPS, we want suppliers that will collaborate with us to drive tangible social value outcomes for Londoners. We are committed to ensuring that we work with SMEs and VCSEs across our contracts, and dismantle barriers in our Procurement processes, in order to ensure a level playing field for all suppliers.

## Approach:

1. The AMS Procurement aims to appoint a Supplier to provide support and management of the Authority’s application estate, cloud services and other technology services, all within the United Kingdom. This includes mobilisation to achieve ‘Service Commencement’; Core Services (post Service Commencement); Optional Services (at a pre-agreed scope and price); Catalogue Services which the Authority can draw down upon during Service Delivery; ad hoc project services informed by and not to exceed rate card by role and capability level; and exit and termination assistance services.

The Supplier will leverage the latest technologies to provide a data led and silent frictionless Service. The Services will be proactive, agile and flexible delivering an improved user experience and greater value for money.

Programme principles include:

* Align with the A New Met for London plan
* Service quality will be measured by:
  + Pro-activity
  + Zero customer contact
  + Maintaining software or applications at their current supported version (e.g. N-1).
  + Benefit to frontline policing and improving end user experience
  + Service performance
  + Value for money
* The Supplier will manage and maintain control of day to day operations
* Having a modernised low maintenance, reliable, and scalable Service
* Clear, flexible and transparent pricing structure, allowing simple inclusion and expansion of service
* Cultural alignment with the MPS – frontline first, precise, and data led
* Cyber secure

The total contract value for this Procurement is advertised as £350 million excluding VAT or £420 million including VAT. It should be noted by Bidders that the overwhelming proportion of this value is expected to be made up of optional services and project work which is additional to the core costs for the committed Services (and is therefore not guaranteed at the exclusive option of the Authority).

## Overview of Requirements:

1. A set of indicative AMS Draft Requirements can be found in the **Invitation to** **Participate Data Room – found here:** [**https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn**](https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn)

These Draft Requirements will be updated at the ITT stage to a level of detail that is sufficient to enable Bidders to submit a tender. These Requirements may be updated further at the BAFO stage to enable Bidders to submit a final tender. The Authority reserves the right to amend its Requirements at any stage prior to launch of the BAFO stage.

1. Descriptive Document:

The Descriptive Document can be found in the **Invitation to Participate Data Room – found here:** [**https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn**](https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn)

The Descriptive Document describes a high-level overarching summary approach the Authority requires for the delivery of the of AMS. This document is designed to support Bidders in their completion of the PSQ and FVRAT.

## TUPE:

1. The Authority anticipates that the Transfer of Undertaking (Protection of Employment) Regulations (2006) (TUPE) will apply to the Contract (although Bidders are expected to make their own assessment in terms of whether TUPE may or may not apply). Employee information and pension provision will be confirmed to the successful Bidders at ITT stage.

At this point in the Process, the Authority cannot predict the outcome of the competition. However, in the potential scenario of a change in the entity providing the Service, the Authority will expect the Supplier to follow a robust approach to managing any TUPE transfers and to ensure a smooth transition of personnel from the incumbent supplier.

# Section 2 - Processes and Timeline for AMS Competitive Flexible Procedure

## [Description of the Procurement Process:](#_Toc187420976)

1. This Process is being conducted under section 20(4) the Procurement Act 2023 as a Competitive Flexible Procedure. This PSQ is subject to the conditions set out herein.

The Contract for this award will be based on the Authority’s standard contract which is similar to the Cabinet Office’s standard Model Services Contract (but where terms have been modified for use by the Authority and will be further modified for this Procurement).

A draft version of the Authority’s standard contract is provided to the Bidders in the Data Room. The Authority will provide an updated version of this Contract at ITT stage to shortlisted Bidders, which will be tailored for the Services. The Authority reserves the right to amend these documents at the BAFO stage or at any time during the Procurement.

## Clarification Questions

1. PSQ stage clarifications should be raised by Bidders no later than 20 August 2025 at 17:00 (GMT). Bidders are encouraged to raise questions early to ensure a timely response from the Authority.
2. Bidders must only submit questions via the Coupa Portal using the Clarification Template provided in the Data Room. Clarification questions must be submitted by the Clarification Deadline set out above. All clarification questions submitted by the Bidders will be responded to by the Authority in a weekly update on the clarification log, unless the Authority requires further time at which point the Authority will notify the Bidder of any delay.
3. The Authority reserves the right to issue any question raised by You and our Response, in a suitably anonymous form, to all Bidders, unless You expressly notify the Authority that You require it to be kept confidential at the time the question is raised. If the Authority considers the contents of the question not to be confidential, it will inform You and You will have the opportunity to withdraw the question prior to the Authority responding to You and all other Bidders.
4. Please note that the Authority will only respond to clarification question that are related to Response requirements of the PSQ. Any clarification questions received for items that will be confirmed at ITT stage will not be substantively responded to. The Authority will provide a response to all Bidders stating the decision not to answer a clarification question at PSQ stage.

## [Ethical Walls and NDAs](#_Toc187420980)

1. Any Bidder who is a current supplier to the Authority, and/or whom may have access to Authority information, which is relevant to this Procurement, must enter into an Ethical Walls Agreement (EWA) at Appendix B, which should be signed and returned via the Coupa Portal before they will be given access to the I**nvitation to Participate Data Room** to help complete their PSQ. Where this is not applicable, please confirm a nil return on Coupa messaging.

All Bidders must enter into a Non-Disclosure Agreement (NDA) at Appendix C, which should be signed and returned via the Coupa Portal before they will be given access to the I**nvitation to Participate Data Room** to help complete their PSQ.

## Timelines:

1. The indicative dates and times for the key stages of this Process are as set out in the table below.

Please note these are intended timescales for this Procurement. The Authority reserves the right to amend these timescales for any reason. In the event of timescales being revised, formal notification will be communicated to all Bidders remaining in the competition at that time.

|  |  |
| --- | --- |
| Process Step | Date and Time |
| Issue:   * UK4 Request to Participate Notice in Find a Tender Service * Procurement Specific Questionnaire * Invitation to Participate Data Room access following EWA and NDA completion and signature | **6 August 2025** |
| PSQ Clarifications Questions must be submitted | Up to 17:00 GMT on 20 August 2025 |
| PSQ and FVRAT to be completed and returned by Bidders – PSQ Submission Deadline | **12 noon (GMT) on 1 September 2025** |
| Notification of PSQ outcome to Bidders | 8 October 2025 |
| Issue ITT to down selected Bidders | 16 October 2025 |
| ITT Submission Deadline | **12 Noon (GMT) on 15 November 2025** |
| Authority feedback to Bidders on ITT Responses | 18 December 2025 |
| Clarification and Negotiation - stage complete | 22 January 2026 |
| Issue BAFO | 26 January 2026 |
| BAFO Submission Deadline | **12 Noon (GMT) on 15 February 2026** |
| BAFO Evaluation and Moderation Complete | 1 March 2026 |
| Issue UK6 Contract Award Notice | March 2026 |
| Contract Signature | April 2026 |
| Contract Commencement | April 2026 |
| Issue of UK7 Contract Details Notice | May 2026 |
| Anticipated Service Commencement | October 2026 |
| Latest date for Deferred Service Commencement | October 2027 |

Deferred Service Commencement reflects an option that the Authority needs to reserve to delay Service Commencement (and by definition the start date of the 5 (five) year initial term) by up to 12 (twelve) months at its sole discretion.

## Bidder point of contact:

1. Bidders are requested to include in their PSQ Response a single point of contact in their organisation to discuss any issues arising in relation to the Response submitted by the Bidder to this PSQ. The Authority shall not be responsible for contacting a Bidder through any route other than the nominated contact via the Coupa Portal. The Bidder must therefore undertake to notify the Authority of any changes relating to the contact promptly via the Coupa Portal.

## Instructions for completion:

1. *Content and format of Responses*

Completed and signed EWAs and NDAs should be submitted by Bidders as soon as is practicable and, in any case, in good time to access the Invitation to Participate Data Room. These should be submitted on the Coupa portal. Where EWA does not apply to Your organisation, please confirm so in a message on the Coupa Portal.

The completed PSQ Response Form, completed Qualitative Response questions templates, completed FVRAT, PSQ Declaration Form and all supporting information requested herein must be uploaded, and submitted on to the Authority’s Coupa Portal by 12:00 noon GMT on 1 September 2025, the PSQ Response Deadline as set out in the timetable above.

It is the responsibility of the Bidder to ensure that their PSQ Response Form, , completed Qualitative Response questions templates, Completed FVRAT, PSQ Declaration Form and all supporting information requested herein are uploaded and submitted before the PSQ Response Deadline. Responses received after the PSQ Response Deadline may be disregarded and the Authority reserves the right not to evaluate any Response received after the PSQ Response Deadline. If You have any doubt whatsoever as to the successful submission of Your Response, please contact the Coupa helpdesk on 0800 840 2050.

Bidders should answer all questions in English and as accurately and concisely as possible. Where a question is not relevant to the Bidder’s organisation this should be indicated, with an explanation where this is required pursuant to the instructions in the PSQ Response Form. Do not include links or embedded documents, these shall not be considered or evaluated. Where word or page count limits are stipulated these must be adhered to (pictures and diagrams will not be evaluated for this PSQ). Any submitted documents that breach the word or page count limits shall be redacted to remove the excess information, prior to evaluation and moderation.

Where requested as separate documents these should be submitted in Microsoft Word, with the relevant question number and Bidder name in the title.

Responses will be evaluated in accordance with Section 3 (Evaluation Approach) of this PSQ and the PSQ Evaluation Methodology in Section 7.

Failure to furnish the required information, make a satisfactory Response to any question, supply documentation referred to in Responses within the specified timescale or failure to comply with any other instructions contained in this PSQ (including the PSQ Response Form) may mean that a Bidder is excluded from this Process and will not be invited to participate further.

*Consortia and sub-contracting:*

Where a consortium or sub-contracting approach is proposed all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of Consortium Members (including the Bidder) and/or Key Sub-contractors who will play a significant role in the delivery of services or products under any ensuing Contract. The Response must enable the Authority to evaluate the overall ability and eligibility of all Parties involved in the Bidder’s proposed approach to delivering the Authority’s Requirements for this Procurement.

Where the Bidder is a special purpose vehicle or holding company, information should be provided as to the extent to which it will call upon the resources and expertise of its members. In addition, where Bidders are proposing to create a separate corporate entity as part of a consortium arrangement, they should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in a separate annex. Please note that the Authority reserves the right to require a successful consortium to form a single legal entity.

In Your Response clearly indicate in Your answers to the questions which aspects of the Service will be provided by Yourself and which are by a Key Sub-contractor or other consortia member.

Where a Bidder intends to sub-contract aspects of any Contract awarded pursuant to this Process, it should provide details of the proportion of any Contract awarded under this Process that it proposes to sub-contract where requested in the PSQ Response Form.

The Authority may, during the Process, require a Bidder to change their key Sub-contractor, who will need to be able to pass the PSQ stage on the basis of the criteria in Section 7.

*Evidence/Verification:*

The Authority may seek independent financial and market advice to validate information declared or to assist in the evaluation.

Reference site visits or demonstrations and/or presentations may be requested at this stage and at any time during the Procurement.

*Prohibition on the use of Artificial Intelligence (AI)*

Use of AI in formulating any Response to the PSQ or any part of this Procurement is not permitted and may result in disqualification.

Bidders also shall not process any police information/data within AI systems. The police information/data (provided within the tender documents) includes both personal data and sensitive data, which the Authority do not consent to Bidders processing further within AI systems. Failure to comply with this instruction may be deemed a breach under the General Data Protection Regulations (GDPR) 2018 and/or the Bidder may be excluded from the Process.

The Authority is currently reviewing its policy on AI and accordingly reserves the right to update the provisions on use of AI within its ITT or request for BAFO.

## Bidder views on Authority Contracting Position

1. As part of ensuring that the contracting documents used by the Authority provide the most appropriate allocation of risk the Authority would like to seek views from prospective Bidders on several key contractual grounds.
2. The specific contractual items to provide views and feedback on are set out in Appendix D.
3. These questions and any views that Bidders wish to provide in response to them are completely separate to the evaluation in this PSQ and are purely for information to assist the Authority in it’s thinking.
4. All views received will be considered but the final decision as to the Contract terms to be utilised will rest solely with the Authority and be in line with the Authority’s operational and business Requirements. The Authority reserves the right to amend contractual documentation at its own discretion in line with regulation 31(2).
5. Any views submitted will be held separate to any individual completing the qualitative evaluation (Part 4) and will not be disclosed to any individual involved in that process until it’s completion. The information disclosed will also be withheld from the commercial team completing the evaluation of the PSQ and FVRAT Responses until they have been completed. To further ensure fairness and transparency any Bidder providing an optional Response to these queries is asked to submit anonymously and without revealing themselves or referencing anything that may give an indication to the organisation responsible for the Response.
6. Any Responses provided, or decision not to provide a Response will in no way impact the evaluation of Responses or determine in any way the eligibility of Bidders that have submitted a compliant Response to all elements of this PSQ.
7. The Authority hopes that Bidders will take the time to provide Responses to these items as it will provide valuable insight from the market and help to ensure that the Authority is best informed as to the right contracting terms to be utilised for this opportunity.

# Section 3 - Evaluation Approach

## [PSQ:](#_Toc187420988)

1. The Authority reserves the right to disqualify and immediately remove from the Process (at the Authority’s sole discretion) any Bidder who fails any of the pass/fail or pass/fail threshold questions in this PSQ or the ITT. Where a Bidder fails a question (including pass/fail) or pass/fail threshold questions the evaluation of their bid may be ceased, and the bid will not continue any further in this Process).

The PSQ selection criteria will consider:

* Eligibility Assessment – confirmation that the Bidder is eligible to participate in this Procurement and that none of the grounds for exclusion apply
* Technical and Professional Ability - the Bidder must be able to demonstrate relevant experience to ensure that they can perform the Contract to the Authority's required standards. The Bidder will be assessed on the totality of resources and core competences available

Within Section 7 there is guidance for each element of the Response to the PSQ, FVRAT and other documents required. There is also guidance on how each element of the Response will be treated i.e., for information, pass/fail, scored, minimum thresholds and the evaluation scoring methodology that will determine the score awarded.

The process for scoring submissions for the PSQ phase, (as well as broadly the same at ITT tender submission and BAFO submissions) will follow the process below:

**Step 1: Compliance Check**

Responses will be checked for compliance to ensure that they have been completed correctly and all requested information and/or documentation has been provided. Subject to the principles of equal treatment and transparency, the Authority (at its sole discretion) reserves the right to:

* Reject a Response as non-compliant if it has not been correctly completed in the format requested and / or if it contains omissions and / or where full and accurate information or documents have not been provided; or
* Request that a Bidder submits, supplements, clarifies or completes the relevant information or documentation in its Response within a specified time limit. Failure to provide a full and accurate Response to this request and/or failure to respond within the time limit specified by the Authority may result in the rejection of the relevant Response.

If a Bidder’s Response is rejected at this point the Bidder may be disqualified from the Process.

**Step 2: Pass/Fail**

Responses will be checked to determine if any element of the Response fails the criteria laid out in Section 7. Where it does, the Bidder may be excluded from the Procurement with no further evaluation of their Response.

**Step 3: Evaluation Questions**

Responses to scored questions will be independently evaluated by a minimum of 3 (three) appropriately trained evaluators with expertise in the criteria being tested, using the scoring guidance documented in Section 7 to award a score. Evaluators will subsequently come together for a moderation session to agree a consensus score for each question Response for each Bidder, chaired by an appropriate moderator. These scores shall be collated to determine the ranking of Bidders and to derive a shortlist of down selected Bidders to qualify to participate in the ITT stage.

**Step 4: Down Select**

The Authority intends to take 4 (four) Bidders through to the ITT Stage, but where the fifth placed Bidder scores within 5% of the fourth placed Bidder, they too shall be taken through to the ITT Stage. Where there is a tied score at fifth placed Bidder in this scenario, all tied Bidders shall be progressed.

In the event that there are fewer than 4 (four) suitably qualified Bidders (i.e. less than 4 (four) Bidders pass Stages 1 to 3) the Authority shall select only those Bidders to progress to the ITT provided that there is a sufficient number to ensure genuine competition.

Bidders who have been unsuccessful at any stage of this PSQ evaluation will be notified, with appropriate level of feedback, and will take no further part in the Procurement.

## Invitation To Tender (ITT)

1. The Authority will be evaluating the ITT Responses on a Price per Quality Point (PQP) methodology, dividing the bid price by the quality score to give an output price per quality point and to determine the best value solution (winning Bidder). This will be underpinned by minimum quality gating quality criteria to ensure a Bidder cannot ‘buy the contract’ (as well as guidance on what constitutes an abnormally low bid) and a method for calculating a price ceiling to ensure an over engineered solution is not deployed.
2. Evaluation of Quality will be based on a series of weighted questions with evaluation guidance and scoring. This will include a 10% weighting for Social Value in line with Cabinet Office directives. The aggregate score from all of the question will calculate the ‘Total Quality Score’ to be used for the PQP calculation.
3. Calculation of Pricing will be based on a series of elements which will be weighted for importance:

* Milestones to point of Service Commencement or Deferred Service Commencement (this shall ensure a provision is made to help equalise incumbent advantage)
* Firm price for core Service Delivery which will also ensure TUPE provisions are included
* Optional services (at a pre-agreed scope and price) which the Authority can draw down upon
* Rate card for ad hoc services based on role and capability level in line with SFIA Guidance
* Variable charges for any volume banded activity-based services
* Termination assistance
* Exit
* Risks and Authority Dependencies which will need to be equalised in pricing as appropriate through a RAID submission and discussion at Clarification & Negotiation Stage.

The aggregate of the pricing will calculate the ‘Total Price’ to be used for the PQP calculation.

The detailed and weighted evaluation criteria will be clarified at ITT stage and, if amended, again at BAFO stage. It is not anticipated that there will be any further down select of Bidders at the end of the ITT stage, albeit the Authority reserves the right at its sole discretion to amend the award criteria in accordance with section 24 of the Procurement Act 2023.

The Authority reserves the right to amend any of the Procurement documentation, including service descriptions or contract documents, and/or the award criteria of this Procurement at any stage prior to a request for BAFO proposals, in accordance with sections 24 and 31 of the Procurement Act 2023.

## Clarification & Negotiation Stage

1. The Authority intends to run a Clarification & Negotiation stage following its evaluation and moderation of the ITT tender submissions. The Clarification & Negotiation Stage will include:

* A series of agenda meetings with Bidders to:
  + Feedback on where their ITT submission has failed or causes significant concern
  + Seek clarity on their submission with supporting statements
  + Improve the basis of their offering
* Closedown of the Clarification & Negotiation Stage and to provide Bidders with the necessary guidance to submit the Best & Final Offer (BAFO)

It is anticipated that these meetings will take up to three weeks and at least some of these meetings will be in person at MPS Offices in central London.

At the conclusion of these meetings the Authority will agree with each Bidder the areas of their quality submission that may be considered for re-drafting so as to be subject to re-evaluation during the BAFO evaluation stage. All other areas of the quality submission will be agreed to remain the same and scoring and reasoning from ITT will be carried over to the BAFO stage for calculation of the final price per quality point scoring.

The Authority reserves the right to not to go through the Clarification & Negotiation stage (or the BAFO stage) following evaluation and moderation of tender Responses to the ITT and award the Contract based on ITT tender submissions.

## [BAFO](#_Toc187420990)

1. Following the closedown of the Clarification & Negotiation Stage, Bidders will be invited to submit a BAFO to their ITT (a revised quality and price submission). This may also include an update to the Authority’s Requirements and weightings as part of the Invitation to Submit a BAFO.
2. The BAFO submission will be evaluated and moderated in so far as Bidder submissions have been updated since the ITT (save for where the Authority has updated its award criteria in accordance with section 24 of the Procurement Act 2023).
3. Following a recalculation of PQP (through an updated Total Quality Score and Total Price), a Preferred Bidder will be identified. The Authority shall ensure it complies with sections 50 and 51 of the Procurement Act 2023 in terms of feedback to Bidders and standstill at preferred Bidder stage.

# Section 4 - Conditions of PSQ Participation

## Status of this PSQ

1. No information contained in this PSQ or in any communication made between the Authority and any Bidder in connection with this PSQ shall be relied upon as constituting a Contract, agreement or representation that any Contract shall be offered in accordance with this Procurement. The Authority reserves the right, subject to complying with the Procurement Act 2023, to change the basis of the Procurement or to terminate the Process at any time. Should regulatory change come into force during this Process, the Authority intends to follow the procedure it starts with but retains the right to amend the Process should it be necessary to do so.
2. Under no circumstances shall the Authority incur any liability in respect of this PSQ or any supporting documentation nor be responsible for any losses or costs whatsoever caused to Bidders in relation thereto or as a result of any termination, amendment or variation of this Process.
3. The information contained in this PSQ and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but the Authority will not have any liability for its accuracy, adequacy or completeness and no warranty is given.
4. Nothing in this PSQ is intended to exclude or limit the liability of the Authority in relation to fraud or in other circumstances where the Authority’s liability may not be limited under any applicable law.

## Confidentiality

1. Bidders who access this PSQ, FVRAT and documents referenced herein, regardless of whether or not they respond, should treat all information contained therein as confidential.

In addition, all further information supplied to You by the Authority, either in writing or orally, must also be treated in confidence and not disclosed to any third party.

These restrictions shall not prohibit You from disclosing information to Your professional advisers involved in the preparation of Your Response, nor shall the restrictions apply if the information is already in the public domain.

**Freedom of Information Act 2000 (“FOIA”), Environmental Information Regulations 2004 (“EIR”), the Elected Local Policing Bodies Specified Information Order 2011 (“ELPBSIO”) and public sector transparency policies (together the “Disclosure Obligations”):**

You should be aware of the Authority’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Authority.

Information provided by You in connection with the Process, or with any Contract that may be awarded because of this exercise, may therefore have to be disclosed by the Authority under the Disclosure Obligations, unless the Authority decides that one of the statutory exemptions under the FOIA, EIR or the ELPBSIO applies.

If You wish to designate information supplied as part of Your Response or otherwise in connection with this Process as confidential, You must indicate in Your Response providing clear and specific detail as to the precise elements which are considered confidential and/or commercially sensitive and why You consider an exemption under the FOIA or EIR would apply and the time frame within which You consider an exemption will apply.

The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in the Process, You agree that the Authority should not and will not be bound by any such markings.

In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with You or any designation of information as confidential You may have made.

You agree, by submitting Your Response that all information is provided to the Authority on the basis that it may be disclosed under the Disclosure Obligations if the Authority considers that it is required to do so.

The Authority reserves the right to disclose all documents relating to this Process for the purpose of seeking advice from third parties and where it is required to publish the documents in accordance with disclosure requirements as required by the government’s transparency agenda and policies.

## Rejection of Responses or other documents:

1. A Response or any other document requested by the Authority may be rejected and the Bidder may not be able to participate further in this Process if it:

* Contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the documentation provided
* Contains hand-written amendments which have not been initialled by the authorised signatory
* Does not reflect and confirm full and unconditional compliance with all of the documents issued by the Authority forming part of or referenced form the PSQ
* Contains any caveats or any other statements or assumptions qualifying the Response that are not capable of evaluation in accordance with the PSQ Evaluation Methodology or requiring changes to any documents issued by the Authority in any way
* Is not submitted in a manner consistent with the provisions set out in this PSQ; or
* Is received after the PSQ Response Deadline.

The Authority shall be entitled to reject Your Response in full and to disqualify You from this Process if:

* You score (as defined in Section 7) a fail in a pass/fail question or fail to attain the required score in a pass/fail threshold question (if Your Response or tender scores a ‘fail’ the Authority can, at its sole discretion and at any point, cease its evaluation of Your Response or tender);
* You breach these the terms and conditions for participating in this Process
* There are material adverse changes relating to any information supplied by You at any stage in this Process
* You are guilty of material misrepresentation in relation to Your Response and/or Your participation in this Process
* Any other circumstances set out in this PSQ, and/or in any supporting documents, entitling the Authority to reject a Response apply
* You do not meet the appropriate threshold for economic and financial standing in the FVRAT (and the mitigations proposed where a red or amber return is provided, are not acceptable to the Authority) to assure delivery of this critical service
* You or Your appointed advisors attempt:
  + to inappropriately influence this Process
  + to enter into an arrangement with any other party that such party shall refrain from submitting a Response
  + to enter into any arrangement with any other party (other than another party that forms part of Your consortium or is Your proposed Key Sub-contractor) as to the prices submitted
  + to collude in any other way
  + to engage in direct or indirect bribery or canvassing by You or Your appointed advisors in relation to this Process or
  + to obtain information from any of the employees, agents or advisors of the Authority concerning this Process (other than as set out as the process herein) or from another Bidder or another Response.
* The Bidder fails to meet a mandatory requirement/obligation as set out in the Requirements (at any stage of the Procurement);

Subject to the conditions above, by participating in this Process You accept that the Authority shall have no liability to a disqualified Bidder in these circumstances. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any other criminal liability that such conduct by a Bidder may attract.

Only the express terms of any written Contract relating to the subject matter of this PSQ as and when it is executed shall have any contractual effect in connection with the matters to which it relates. Any such contract will be governed by the law of England and Wales.

## Your consent:

1. Your PSQ, FVRAT and associated documents are submitted on the basis that You consent to:

* The Authority carrying out all necessary actions to verify the information that You have provided
* The analysis of Your Responses being undertaken by one or more third parties commissioned by the Authority for such purposes, and
* The Authority requesting further information from You as part of this verification process or to clarify any elements of Your Response

## Costs of participation:

1. Bidders will not under any circumstances be entitled to claim from the Authority any cost or expenses incurred in preparing a Response, in providing any supplementary information, in clarifying information, or otherwise in taking part in this Process. This will also extend to the ITT, Clarification & Negotiation and BAFO stages, and shall incorporate costs as a result of any travel during those phases.

## Non-collusion and anti-canvassing:

1. Any attempt by You or Your appointed advisers to inappropriately influence the Process in any way will result in Your Response being disqualified. Any direct or indirect canvassing, price fixing or collusion by You or Your appointed advisers in relation to this Process or any attempt to obtain information from any of the employees or agents of the Authority concerning another Bidder may result in disqualification at the discretion of the Authority.

Bidders also accept that any evidence or reasonable suspicion of price fixing or collusion with another Bidder in relation to this Project or Process shall give the Authority the right to exclude the Bidder from the Process.

Any Bidder who, in connection with its Response to this PSQ, FVRAT or other Response required herein for this Procurement:

* offers an inducement, fee or award to any representative of the Authority or any person acting as an adviser to the Authority in connection with this Project; or
* does anything which would constitute a breach of the Bribery Act 2010,

will be disqualified (without prejudice to any other civil remedies available to the Authority) from further participation in the Process.

## Conflicts of Interest:

1. The Authority reserves the right to disqualify a Bidder where there is an actual or potential conflict of interest which cannot be addressed and overcome to the Authority’s satisfaction by any other means.

Bidders are therefore advised to review carefully the prior or current involvement of the Bidder (including where applicable any Consortium Members and Key Sub-contractors and each and any of their advisors) with the Authority, its directors, officers, employees, agents and advisors and to contact the Authority as soon as possible to discuss any actual or potential conflict they have identified.

## Compliance:

1. It is the Bidder’s responsibility to ensure that any group company, Consortium Member, Key Sub-contractor and professional adviser abides by the relevant conditions set out in this PSQ.

# Section 5 - Data Room

1. Data Room:

The Authority shall provide Bidders access to data in the following stages:

**Stage 1:**

**Invitation to Participate Data Room – found here:** <https://mps.box.com/s/gbw2ucbicjizlqhtu696ql725u1txbjn>: this will contain high level information which may assist Bidders in responding to this PSQ and access will be provided once a Bidder submits a completed NDA (and where relevant Ethical Wall Agreement) via the Coupa Portal.

Please note in the interests of providing Bidders with as much information on the opportunity the Authority has provided Bidders with a copy of the proposed Contract documentation to be used for this opportunity. At the invitation to participate stage all documentation is provided for information only. The Authority reserves the right to amend any part of the Contract documents at its own discretion in line with regulation 31(2).

**Stage 2:**

**ITT Data Room** (link to be provided to shortlisted Bidders at ITT stage) - this will contain detailed information required for Bidders to respond to the ITT

**Stage 3:**

**BAFO Data Room** (link to be provided to shortlisted Bidders at BAFO stage) - this will contain updated information post Clarification & Negotiation Stage necessary for Bidders to provide a BAFO. Some or all of the BAFO Data Room documents may be used by the Authority to populate the final Contract schedules in the engrossed Contract

All Data Rooms will be stored on the MPS’s chosen platform - Box.

A named Bidder representative(s) details (name, position, phone number and e-mail) will be needed to enable them to have access to Box, and You must submit this information to the Authority via Coupa. It is the Bidders’ obligation to ensure that they provide details of their named representative(s) who are required be given access to the Data Rooms.

Bidders should check they are able to use Box, additional Response time will not be provided to Bidders who cannot access the Data Room.

If Bidders consider relevant data is missing from the Data Room they may raise this during clarifications.

1. Stage 1: FVRAT – <https://mps.box.com/s/hxuuelrnzpaisubiyxz90bah60d8qief>

Each Bidder is required to complete and return the FVRAT with its PSQ Response. This should be completed for the Bidder, its Parent Company, its Ultimate Parent Company, Key Sub-contractors and any Consortia members as described therein.

Where, as a result of the completion of the FVRAT, one of the key measures returns an AMBER or RED result, the Bidder is required to submit a mitigation statement (no more than 500 (five hundred) words per result), detailing any factors You believe the Authority should consider in its evaluation. The document title should include the Bidder name and affected measure. The Authority reserves the right to fail a Bidder where such a mitigation does not give it the relevant confidence in the Bidder to have the financial standing necessary to deliver the Services in a Contract.

The Authority reserves the right to insist on an Ultimate Parent Company Guarantee from the Supplier at its sole discretion as a condition of award.

1. Stage 1: Descriptive Document – <https://mps.ent.box.com/file/1946205174843>

The Descriptive Document describes a high-level overarching summary approach the Authority requires for the delivery of the of AMS. This document is designed to support Bidders in their completion of the PSQ and FVRAT.

1. Stage1: Clarification Question Template- <https://mps.ent.box.com/file/1946206645954>

This document should be used to complete Clarification Questions to submit to the Authority in line with the process described within this document.

1. Data Room Contents:

[1.           Market Engagement 3](#_Toc205292756)

[1.1.       Market Engagement Slides  3](#_Toc205292757)

[1.2.       Market Engagement Recording  3](#_Toc205292758)

[2.           PSQ Documents  3](#_Toc205292759)

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[2.2.       AMS PSQ CQ Log External 4](#_Toc205292761)

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[3.           Contract Schedules  5](#_Toc205292765)

[3.1.1.    Complex Terms and Conditions- Core Terms  5](#_Toc205292766)

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[3.1.5.    Schedule 4- Standards  6](#_Toc205292771)

[3.1.6.    Schedule 5- Security Management 6](#_Toc205292772)

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[3.1.10. Schedule 9- Commercially Sensitive Info  7](#_Toc205292776)

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[3.1.16. Schedule 15- Charges and Invoicing  9](#_Toc205292782)

[3.1.17. Schedule 16- Payments on Termination  9](#_Toc205292783)

[3.1.18. Schedule 17- Benchmarking  9](#_Toc205292784)

[3.1.19. Schedule 18- Financial Distress  9](#_Toc205292785)

[3.1.20. Schedule 19- Financial Reports and Audit Rights  9](#_Toc205292786)

[3.1.21. Schedule 21- Governance  10](#_Toc205292787)

[3.1.22. Schedule 22- Change Control Procedure  10](#_Toc205292788)

[3.1.23. Schedule 23- Dispute Resolution Procedure  10](#_Toc205292789)

[3.1.24. Schedule 24- Reports and Record Procedure  10](#_Toc205292790)

[3.1.25. Schedule 25- Exit Management 10](#_Toc205292791)

[3.1.26. Schedule 26- Service Continuity Plan and Corporate Resolution  11](#_Toc205292792)

[3.1.27. Schedule 27- Conducts of Claims  11](#_Toc205292793)

[3.1.28. Schedule 28- Staff Transfer 11](#_Toc205292794)

[3.1.29. Schedule 29- Key Personnel 11](#_Toc205292795)

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[3.1.31. Schedule 31- Processing Personal Data  11](#_Toc205292797)

[3.1.32. Schedule 32- Intellectual property rights  12](#_Toc205292798)

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# Section 6 - PSQ Response Form

**Selection Criteria**

|  |  |
| --- | --- |
| **Part** | **Selection Criteria** |
| 1a | Preliminary Questions |
| 1b | Confirmation of Core Supplier Information |
| 2a | Additional Exclusions Information- Associated Persons |
| 2b | Additional Exclusions Information- List of all intended Key Sub-Contractors |
| 3a | Conditions of Participation - Financial Capacity, Legal Capacity and Technical Ability |
| 3b | Conditions of Participation - Required Questions due to Authority Status |
| 4 | Technical Assessment Questions for Down Select |

## Part 1A Preliminary Questions

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **1a** | | **Preliminary Questions** | |
| *Please ensure to complete all applicable questions.* | |
|  | **What is Your registered company name and address?**  **Please provide the following details for the point of contact to be used in this Procurement:**   1. **Name** 2. **Role in Bidder organisation** 3. **Email Address** 4. **Contact Number**   **Please confirm the name and registered address of**   1. **Your Parent Company, and** 2. **Your Ultimate Parent Company** | | [Type Your answer here] |
|  | **What is Your central digital platform unique identifier?** | | [Insert unique identifier] |
|  | **Please confirm if You are bidding as a single supplier (with or without Key Sub-contractors) or as part of a group or consortium.**  If You are bidding as part of a group or consortium (including where You intend to establish a legal entity to deliver the contract), **please provide:**   1. the name of the group/consortium 2. the proposed structure of the group/consortium, including the legal structure where applicable 3. the name of the lead member in the group/consortium 4. Your role in the group/consortium (e.g. lead member, consortium member, Key Sub-contractor) | | [Type Your answer here] |
|  | **Question not Used** | | N/A |
|  | **Are You on the debarment list?** | | Choose an item.  [If yes, insert details and mitigations] |

## Part 1B Confirmation of Core Supplier Information

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **1b** | | **Confirmation of Core Supplier Information** | |
| *Please ensure to complete all applicable questions.* | |
|  | **You must submit up-to-date core supplier information on the CDP (or as would be found on the CDP) and share this information with us via the CDP (either a share code or as a PDF download).**  This includes:   1. basic information 2. economic and financial standing information 3. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) 4. exclusion grounds information   **Please confirm You have shared this information with us.** | | [Insert file/ reference name] |

## Part 2A Additional Exclusions Information – Associate Persons

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **2a** | | **Additional Exclusions Information – Associated Persons** | |
| *Please ensure to complete all applicable questions.* | |
|  | **Are You relying on any associated persons to satisfy the conditions of participation?**  (these are other suppliers who might be Key Sub-contractors or Consortium Members but not a guarantor).  The conditions of participation are outlined in Part 3  If so, please complete **Q8, Q9 & Q10** (otherwise **Q8, Q9 & Q10** are not applicable). | | Choose an item. |
|  | **For each Key Sub-contractor/associated person, please confirm which condition(s) of participation You are relying on them to satisfy.** | | [Insert name of supplier and brief description] |
|  | **For each associated person, You must confirm they are registered on the CDP and have shared with us their information (or as would be found on the CDP)** (either a share code or PDF download):   1. basic information 2. economic and financial standing information  (if they are being relied upon to meet conditions of participation regarding financial capacity) 3. connected person information 4. exclusion grounds information | | [Insert name of supplier and reference / file name] |
|  | **Are any of Your associated persons on the debarment list?** | | [Insert Yes or No]  [If yes, insert details and mitigations] |

## Part 2B Additional Exclusions Information – List of all intended Key Sub-contractors

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **2b** | | **Additional Exclusions Information – List of all intended Key Sub-contractors** | |
| *Please ensure to complete all applicable questions.* | |
|  | **Please provide:**   1. **a list of all suppliers who You intend to use as Key Sub-contractors in the performance of all or part of the Contract to (either directly or in Your wider supply chain)** 2. **their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent** 3. **a brief description of their intended role in the performance of the Contract**   If You are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.  If a Key Sub-contractor is unknown at the start of the Procurement (or brought in during it), this should be made clear by the Supplier and relevant details of the Key Sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the Authority as soon as possible and at least by final BAFO submission. | | [Insert name of supplier – unique identifier – brief description] |
|  | **Please confirm if any intended Key Sub-contractor is on the debarment list.** | | Choose an item.  [If yes, insert sub-contractor(s) name and provide details and mitigations] |

## Part 3A Questions relating to Conditions of Participation

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **3a** | | **Questions relating to Conditions of Participation – Standard Questions**  **Financial, Legal and Technical Capacity** | |
| *Please ensure to complete all applicable questions.* | |
| **Financial Conditions of Participation** | | | |
|  | **The Financial Capacity Conditions of Participation are included in the FVRAT (see the Data Room), which Bidders must complete and return with their PSQ Response.**  **This should be completed for the Bidder, its Parent Company, its Ultimate Parent Company, Key Sub-contractors and any Consortia members as described therein.**  **Where, as a result of the completion of the FVRAT, one of the key measures returns an AMBER or RED result, the Bidder is required to submit a mitigation statement (no more than 500 (five hundred) words per result), detailing any factors You believe the Authority should consider in its evaluation. The document title should include the Bidder name and affected measure. The Authority reserves the right to fail a Bidder where such a mitigation does not give it the relevant confidence in the Bidder to have the financial standing necessary to deliver the Services in a Contract.** | | Completed and returned FVRAT  Mitigation Documents if required |
|  | **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’ that You meet the requirements set out above, or have provided mitigations within Your Response.** | | Choose an item.  [Insert Yes or No to self-certification]  Mitigation Documents if required |
|  | **Are You relying on another entity to act as a guarantor?**  If so, please provide their name and evidence of their economic and financial standing using the FVRAT. | | Choose an item.  [If yes, insert reference / file name] |
|  | **Please confirm whether You already have, or can commit to obtain, prior to the award of the Contract, the levels of insurance cover indicated below:**   1. Employer’s (Compulsory) Liability Insurance = £20 million 2. Public Liability Insurance = £20 million 3. Professional Indemnity Insurance = £20 million 4. Product Liability Insurance = £20 million 5. Cyber Liability Insurance = £100 million   \*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf).  The Authority reserves the right to change the insurance levels required (applicable to all Bidders), during the Process, and always before Bidders provide pricing information at that stage. | | Choose an item.  [Insert details of Your insurances already in place]  [Insert details of Your insurances which would be obtained following contract award (including information on how You will obtain this insurance – e.g. a quote)] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **3a** | | Questions relating to Conditions of Participation- Standard Questions **Financial, Legal and Technical Capacity** | |
| *Please ensure to complete all applicable questions.* | |
| **Legal Conditions of Participation** | | | |
|  | **Please confirm that You have in place, or that You will have in place by the award of the Contract, the human and technical resources to perform the Contract to ensure compliance with the UK General Data Protection Regulation (UK GDPR) and to ensure the protection of the rights of data subjects.**  Please provide details of the technical facilities and measures (including systems and processes) You have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your Response should include, but should not be limited to facilities and measures:   * to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and Services * to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data * to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable * to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) * to maintain records of personal data processing activities to regularly test, assess and evaluate the effectiveness of the above measures | | Choose an item.  [Insert Information] |

|  |  |  |
| --- | --- | --- |
| **Part**  **3a** | | Questions relating to Conditions of Participation- Standard Questions **Financial, Legal and Technical Capacity** |
| *Please ensure to complete all applicable questions.* |
| **Technical Conditions of Participation**  **Please refer to the Invitation to Participate Data Room -** when answering questions 18-22. | | |
|  | **Relevant experience and contract examples**  Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or Procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).  Where this Procurement is for goods or services, the examples must be from the past three years.  The Bidder should use contract examples for critical services, to be reflective of the scale and size of the Services outlined herein for the Authority and delivered in a multi supplier environment. Please refer to the Descriptive Document and the rest of the Data Room for context.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.  For consortium bids, or where You have indicated that You are relying on an associated person to meet the technical ability, You should provide relevant examples of where the associated person has delivered similar Requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or Key Sub-contractors (three examples are not required from each member).  If You cannot provide at least one example of previous contracts, please provide an explanation for this and how You meet the conditions of participation relating to technical ability. | |
| The overall Response, containing up to three examples, should not exceed 500 words.   |  |  | | --- | --- | |  | **Contract 1** | | **Name of customer**  **organisation who**  **signed the contract** |  | | **Name of Key Sub-contractor**  **who signed the**  **contract** |  | | **Point of contact in**  **the customer’s**  **organisation** |  | | **Position in the**  **customer’s**  **organisation** |  | | **Email address** |  | | **Description of**  **Contract** |  | | **Contract start date** |  | | **Contract completion date** |  | | **Estimated contract**  **Value** |  |  |  |  | | --- | --- | |  | **Contract 2** | | **Name of customer**  **organisation who**  **signed the contract** |  | | **Name of Key-Subcontractor**  **who signed the**  **contract** |  | | **Point of contact in**  **the customer’s**  **organisation** |  | | **Position in the**  **customer’s**  **organisation** |  | | **Email address** |  | | **Description of**  **Contract** |  | | **Contract start date** |  | | **Contract completion date** |  | | **Estimated contract**  **Value** |  | |  | **Contract 3** | | **Name of customer**  **organisation who**  **signed the contract** |  | | **Name of key Sub-contractor**  **who signed the**  **contract** |  | | **Point of contact in**  **the customer’s**  **organisation** |  | | **Position in the**  **customer’s**  **organisation** |  | | **Email address** |  | | **Description of**  **Contract** |  | | **Contract start date** |  | | **Contract completion date** |  | | **Estimated contract**  **Value** |  |   **If You cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how You meet the conditions of participation relating to technical ability – e.g. Your organisation is a new start-up or You have provided services in the past but not under a contract.**  [Insert Response here if applicable] | | |
| **Responses to the following questions should not exceed 500 (five hundred) words.** | | |
| **Experience of Key Sub-contractor management** | | |
|  | **Where You intend to sub-contract a proportion of the contract, please demonstrate how You have previously maintained healthy supply chains with Your Key Sub-contractor(s) (which may be the intended Key Sub-contractor(s) for this Procurement or any others used previously).**  The description should include the procedures You use to ensure performance of the Contract. | |
| [Insert Response] | | |
| **Organisational standards** | | |
|  | **Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.**  **This shall include the Bidder having and evidencing by attachment to this question:**   1. **Current ISO27001 accreditation** 2. **Cyber Essential Plus** | |
| [Insert Response] | | |
| **Health and safety** | | |
|  | **Please describe the arrangements You have in place to manage health and safety effectively and control significant risks relevant to the Contract (including risks from the use of contractors, where relevant).** | |
| [Insert Response] | | |

## Part 3B Conditions of Participation – Supplementary Questions

|  |  |  |  |
| --- | --- | --- | --- |
| **Part**  **3b** | | **Conditions of Participation- Supplementary Questions** | |
| *Please ensure to complete all applicable questions.* | |
| **Payment in Contracts [question for contracts above £5m per annum] (PPN 015)** | | | |
|  | **Please confirm if You intend to use a supply chain\* for this Contract or (if relevant) to deliver any call-off contract that may be awarded under this framework agreement.** If You answer “No” You do not need to complete the rest of this section [questions 23-25].  *\*References to supply chain means suppliers or Key Sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.* | | Choose an item. |
|  | **Please confirm that You have systems in place to pay those in Your supply chain promptly and effectively, i.e. within Your agreed contractual terms.** | | Choose an item. |
|  | **Public sector contracts only – Requirement under the Procurement Act 2023 (Sections 68 and 73)**  Please confirm that for public sector contracts awarded under the Procurement Act 2023 You have systems in place to include (as a minimum) 30-day payment terms in all of Your supply chain contracts and require that such terms are passed down through Your supply chain. | | Choose an item. |
|  | **Public and private sector contracts**  (a) Please provide the percentage of invoices\* paid by You to those in Your immediate supply chain on all contracts for **each** of the two previous six-month reporting periods.\*\* This should include the percentage of invoices paid within each of the following categories:  1. within 30 days  2. in 31 to 60 days  3. in 61 days or more  4. due but not paid by the last date for payment under agreed contractual terms  *\*References to supply chain means suppliers or Key Sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.*  *\*\*You should explain in the tender documents what a reporting period is by referring to the DBT Guidance:* [*www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements*](http://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements)  (b) Please provide the average number of days taken by You to pay an invoice to those in Your immediate supply chain on all contracts for **each** of the two previous six-month reporting periods. It is acceptable to cross refer to information that has previously been submitted to government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. **If You do wish to cross-refer, please provide details and/or insert link(s).**  (c) If You are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if You are required to submit an action plan under question 25(d), this action plan must also set out steps to address Your payment within agreed terms, to achieve a pass for question 25(d).  (d) If You are unable to demonstrate that at least 95% of invoices payable to Your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six-month reporting periods, please provide an action plan for improvement which includes (as a minimum) the following:   1. Identification of the primary causes of failure to pay:    * 95% of all supply chain invoices within 60 days; and    * if relevant under question 25(c), all invoices within agreed terms 2. Actions to address each of these causes. 3. A mechanism for and commitment to regular reporting on progress to the supplier's audit committee (or equivalent). 4. Plan signed off by director. 5. Plan published on its website (this can be a shorter summary plan).   If You have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features.  **Evidence for self-declarations (questions 23 to 24):** Prior to Contract award the following evidence will be required from the successful Supplier (where the Supplier has answered ‘Yes’ to question 22 above) to verify the Supplier's Responses  **Q23** - A copy of Your standard payment terms for all of Your supply chain contracts.  **Q23** - A copy of Your procedures for resolving disputed invoices promptly and effectively.  **Q23** - Details of any payments of interest for late payments You have paid in the past 12 months or which became due during the past 12 months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again.  **Q24** - A copy of Your standard payment terms used with sub-contractors on public sector contracts subject to the Procurement Act 2023 | | |
| **[Insert Response]** | | | |
| **Carbon Reduction Plan [for contracts above £5m per annum] (PPN 006)** | | | |
|  | **Please confirm that You have detailed Your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard as described in Procurement Policy Note 06/21, found here: https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts#full-publication-update-history.** | | |
| Choose an item.  **Provide a link to Your most recently published Carbon Reduction Plan here:**  **[Insert Response]** | | | |
|  | **Please confirm that Your organisation is taking steps to reduce Your GHG emissions over time and is publicly committed to achieving net zero by 2050.** | | |
| Choose an item. | | | |
|  | **Please confirm Your Net Zero Target Date (e.g. 2050)** | | |
| **[Insert Date]** | | | |
|  | **Please complete the following supplier Emissions Declaration:** | | |
| **Baseline Year: [Insert Year]**  Scope 1: **[Insert emissions (tCO2e)]**  Scope 2: **[Insert emissions (tCO2e)]**  Scope 3: **[Insert emissions (tCO2e)]**  **Current/Most Recent Reporting Year: [Insert Year]**  Scope 1: **[Insert emissions (tCO2e)]**  Scope 2: **[Insert emissions (tCO2e)]**  Scope 3: **[Insert emissions (tCO2e)]** | | | |
| **Tackling Modern Slavery in Supply Chains (PPN 009)** | | | |
|  | **Modern Slavery Statement (or equivalent statement/document)**  **The supplier is ‘a relevant commercial organisation’\* and is compliant with the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance and their statement includes information relating to:**  a. the organisation’s structure, its business and its supply chains  b. its policies in relation to slavery and human trafficking  c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains  d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk  e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate  f. the training and capacity building about slavery and human trafficking available to its staff  **Or**  **The supplier is not ‘a relevant commercial organisation’ but has a turnover of more than £36 million and has provided a link to an equivalent statement or document which demonstrates information relating to a to f above.**  \*‘Relevant commercial organisations’ are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million r more. | | |
| **[Insert information]** | | | |

## Part 4 – Technical Assessment Questions for Down Select

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Part**  **4** | | **Technical Assessment Questions for Down Select - Supplementary Questions** | | |
| *Please ensure to complete all applicable questions using the question specific Response Template documents in the Data Room here:*  <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8>  *and refer back to the Data Room (including the Descriptive Document and Draft Requirements) for context and guidance in Your answers* | | |
| **AMS Specific Questions to Assess Technical and Professional Ability, Experience and Skills – General** | | | | |
| 31. | **Question 1: Application Support**  Please demonstrate how Your organisation has the skills, technical capability and experience to deliver Application Support services as described in the Descriptive Document and Draft Requirements (see the Data Room). Please refer back to one or more of the reference contracts listed in Part 3A question 18 to support Your Response.  **Response Guidance**  The Authority would like Responses to cover how Bidders: 1. Identify and resolve End User Incidents without the need for End User input  2. Identify critical business data flows to ensure adequate monitoring and maintenance to deliver data on time and with no loss of data quality. 3. Liaise and collaborate with other suppliers to ensure an end to end Response to resolve Incidents and fulfil Requests  4. Apply Your technical skills and experience to pro-actively identify problems, identify their root cause and put in place permanent fixes | | **Word Count Limit**  **1600 words** | **Weighting**  **25%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 32. | **Question 2: Application Maintenance**  Please demonstrate how Your organisation has the skills, technical capability and experience to deliver Application Maintenance Services as described in the Descriptive Document and Draft Requirements (see the Data Room). Please refer back to one or more of the reference contracts listed in Part 3A question 18 to support Your Response.  **Response guidance**  The Authority would like Responses to cover how Bidders:  1. Design software changes to ensure they can be easily maintained, demonstrate reliability and can be re-used.  2. Define a clear roadmap for each application and develop, document and implement a portfolio wide view to inform future investment priorities  3. Carry out testing including systems/technical testing, integration testing and regression testing  4. Collaborate with third party software vendors to plan and execute release to maintain currency of the applications within vendor support  5. Demonstrate flexibility to accommodate the needs of the business as needs and changes occur. | | **Word Count Limit**  **1600 words** | **Weighting**  **25%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 33. | **Question 3: Security**  Please provide examples of Your capability and experience of delivering secure services compliant with those set out in Schedule 5 and the Descriptive Document and Draft Requirements (see the Data Room). Examples should be UK based and in the past three (3) years.  **Response Guidance**  The example must include:  1. Customer name  2. Contract name and short description of services  3. Start/end date  4. Vetting level of staff  5. How You demonstrated compliance with Your Information Security Management System  6. How You have identified, managed and mitigated security risks  7. How You ensured that data was handled in a secure way and what controls were applied to address vulnerabilities  8. How You responded to security breaches or Incidents to minimise disruption and threat exposure. | | **Word Count Limit**  **1200 words** | **Weighting**  **10%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 34. | **Question 4A: Transition**  The Authority expects an orderly cutover for Application Management Services as part of initial transition with no impact to operational service performance. Please demonstrate how You have met the above with reference to one or more of the reference cases in question 18.  **Response Guidance**  Provide examples which include as a minimum: 1. Key challenges You faced during transition and how You resolved them  2. Management of TUPE transfer of staff while cutting over to a new service/system to ensure key knowledge was not lost.  3. How You have led management of dependencies across stakeholders to achieve successful technical, people and service cutover.  4. Your approach to creating a service model and design  Question 4B: The Authority seeks to ensure new or changed services during the Contract Term are accepted into use with minimal disruption. Please demonstrate, with reference to example cases in question 18, how You have introduced additional services into a Contract.  **Response Guidance**  Provide examples which include as a minimum  5. Ability to test services to determine the viability of introduction to ensure service performance is not degraded  6. How You agreed clear entry and exit criteria for early life support with competing demands from project and service. | | **Word Count Limit**  **1200 words (in total for 4a and 4b)** | **Weighting**  **10%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 35. | **Question 5: Tooling**  The Supplier will be delivering the Services using its own tools and integrate with the Authority-owned Service Now SaaS platform and where appropriate other third party tools.  Please describe Your capability and experience of implementing and integrating Your own toolsets into customer Service Now toolset and other provider’s monitoring tools.  **Response Guidance**  Provide examples and include as a minimum:  1. Your approach to integration including the methodology deployed and data ownership  2. How tooling was used to deliver efficiencies within Your service delivery organisation as well as the wider ecosystem  3. How You used innovative integrated tooling and process automation to improve service performance  4. The value achieved for the customer in reduced costs, improved service performance or other tangible improvement. | | **Word Count Limit**  **800 words** | **Weighting**  **5%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 36. | **Question 6: End User Experience** The Authority is seeking to improve the experience of end users using Application Management Services. Describe Your capability and experience in improving end user experience in the provision of AMS.  **Response Guidance**  You should provide examples to demonstrate:1. How You used rich real time management information aligned to the service portfolio to deliver reduced end user contact and provide data insights to the client  2. How You have driven on-going improvements in end user experience, including what worked and what did not  3. How You have adapted services to meet preferences for different end users | | **Word Count Limit**  **1200 words** | **Weighting**  **10%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 37. | **Question 7: Optional Service – Digital Workplace**  The Authority is migrating to a fully Modern Management environment using Microsoft 365 and Intune. Please describe using examples how You have demonstrated capability and experience in delivering similar services.  **Response Guidance**  You should provide examples at scale (analogous to the Authority) in a multi-supplier environment to demonstrate:  1. Key challenges and how You overcame them  2. How You have driven employee engagement to ensure adoption to the new ways of working and self service  3. How You have structured Your services between Hardware and logistics and management of the environment to deliver streamlined support  4. How You have integrated support for legacy end user devices and services into digital workplace  5. Your approach to security within a highly mobile and remote workforce | | **Word Count Limit**  **800 words** | **Weighting**  **5%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 38. | **Question 8: Optional Service – Managed Cloud**  The Authority would like to move to a single provider being responsible for end-to-end delivery of applications based on IaaS, PaaS and SaaS services.  Please describe Your capability and experience in the delivery of hybrid services where the Infrastructure provider delegates permissions and responsibilities to the Applications provider allowing the Applications provider to manage all cloud services above the virtual platform.  **Response Guidance**  You should provide examples where You have delivered for similar clients to demonstrate:  1. How You supported and provisioned IaaS, PaaS and SaaS services in collaboration with an Infrastructure provider to reduce handoffs and drive efficiencies.  2. How You achieved benefits from taking ownership of the end to end service.  3. Key success factors in taking the approach of management of the cloud server environment as well as the application layer as an end to end activity.  4. How You demonstrated a pro-active approach to ensure that the deployment and use of cloud services delivered value for money for Your client. | | **Word Count Limit**  **800 words** | **Weighting**  **5%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |
| 39. | **Question 9: Optional Service – DevOps**  The Authority is looking to augment its’ internal agile focused DevOps delivery function, in order to enhance speed of delivery and improvements to the customer focus for application development.  Describe Your capabilities and experience in establishing an agile delivery team to enhance a client delivery ability.  **Response Guidance**  Your Response should include examples to demonstrate:  1. The approach to establish a DevOps capability within a client function  2. How You were able to deliver benefit early and ensure that changes were delivered at pace  3. The roles and responsibilities for the client and supplier that were critical to success and how You matured over time  4. How the service was flexed to accommodate business demand | | **Word Count Limit**  **800 words** | **Weighting**  **5%** |
| **Please provide Your Response using the question specific template in the Data Room here:** <https://mps.box.com/s/1aphy7kn5dge16hstyqfi1mfdc3ny8k8> | | | | |

# Section 7 – Evaluation of the PSQ Responses

Responses to the questions within Section 6 of this PSQ will be treated in one of three ways (as detailed in the Question Evaluation Table below):

* + - 1. **Information Only** – Responses to these questions will not be assessed, however, Bidders are reminded that the Authority reserves the right to request further information from Bidders for verification purposes or to clarify any elements of their Response that are not clear. The Authority reserves the right to exclude a Bidder who fails to provide any further information requested or makes an incomplete submission
      2. **Pass/Fail** – If a Bidder, its Parent Company, Ultimate Parent Company or Key Sub-contractor ‘Fails’ any one or more of these questions, the Bidder's Response shall be disqualified at the sole discretion of the Authority, and the Authority shall not evaluate the remainder of the Response

Any Bidder's Response assessed as a ‘Fail’ may be disqualified from the Process and will not be eligible to be shortlisted for the ITT stage.

* + - 1. **Qualitative Scoring** – Where a Qualitative Response is to be scored (as detailed in Part 4), it shall be done so using the Authority process for evaluation and moderation as described in Section 3 to this document and using the evaluation criteria in the table below (Evaluation Criteria Table). A Bidder must score a minimum of 5 for each Response question to qualify for down selection. Where it does not, this constitutes a ‘Fail’ and the Bidder may be disqualified at the sole discretion of the Authority from the Process and will not be eligible to be shortlisted for the ITT stage.

The Authority will identify the Bidders with the top 4 (four) total scores (derived by aggregating the moderated score achieved (as a % of the maximum score available) multiplied by the individual question weighting, for each question), provided there are four (4) suitably qualified Bidders.

The Authority intends to shortlist those 4 (four) Bidders to take through to the ITT stage, who:

* Provide all of the Information requested to the Information Only Questions
* Do not Fail any Pass/Fail Response criteria
* Achieve the highest four (4) scores, but only where a Bidder achieves a score of 5 or higher for each of the Part 4 questions responses using the Response Templates in the Data Room

In the event that the total PSQ score of the fifth placed Bidder is within 5% of the fourth placed Bidder, the Authority reserves the right (at its sole discretion) to invite the fifth placed Bidder to progress to the ITT stage. Where there is a tied score at fifth placed Bidder in this scenario and the Authority exercises it’s right to progress with more than the four best placed Bidders, all tied Bidders shall be progressed.

Should the total score between the fourth and fifth placed Bidder be more than 5% the fifth placed Bidder will not be invited to the ITT stage.

In the event that there are less than four (4) suitably qualified Bidders (i.e. less than four (4) Bidders qualify, the Authority shall select less than four (4) suitably qualified Bidders provided that there is a sufficient number to ensure genuine competition.

A demonstration example of how this calculation will work is provided below:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Question | Question  Weighting | Bidder 1 Score | Bidder 1 Weighted | Bidder 2 Score | Bidder 2 Weighted | Bidder 3 Score | Bidder 3 Weighted |
| 1 | 25% | 10 | 25% | 7 | 17.5% | 10 | 25% |
| 2 | 25% | 7 | 17.5% | 7 | 17.5% | 10 | 25% |
| 3 | 10% | 5 | 5% | 5 | 5% | 5 | 5% |
| 4 | 10% | 5 | 5% | 10 | 10% | 5 | 5% |
| 5 | 5% | 5 | 2.5% | 7 | 3.50% | 5 | 2.50% |
| 6 | 10% | 7 | 7% | 5 | 5% | 10 | 10% |
| 7 | 5% | 10 | 5% | 7 | 3.5% | 5 | 2.5% |
| 8 | 5% | 5 | 2.5% | 10 | 5% | 5 | 2.5% |
| 9 | 5% | 5 | 2.5% | 5 | 2.50% | 5 | 2.50% |
|  |  |  | **72.00%** |  | **69.50%** |  | **80.00%** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Question | Question  Weighting | Bidder 4 Score | Bidder 4 Weighted | Bidder 5 Score | Bidder 5 Weighted | Bidder 6 Score | Bidder 6 Weighted |
| 1 | 25% | 5 | 12.5% | 5 | 12.5% | 10 | 25% |
| 2 | 25% | 2 | 5% | 7 | 17.5% | 10 | 25% |
| 3 | 10% | 5 | 5% | 5 | 5% | 5 | 5% |
| 4 | 10% | 0 | 0% | 10 | 10% | 5 | 5% |
| 5 | 5% | 5 | 2.5% | 7 | 3.50% | 5 | 2.50% |
| 6 | 10% | 7 | 7% | 10 | 10% | 7 | 7% |
| 7 | 5% | 10 | 5% | 5 | 2.5% | 5 | 2.5% |
| 8 | 5% | 5 | 2.5% | 10 | 5% | 5 | 2.5% |
| 9 | 5% | 5 | 2.5% | 5 | 2.50% | 5 | 2.50% |
|  |  |  | **42.00%** |  | **68.50%** |  | **77.00%** |

In this example/scenario:

* Bidder 3 with 80.00% ranks first
* Bidder 6 with 77.00% ranks second
* Bidder 1 with 72.00% ranks third
* Bidder 2 with 69.50% ranks fourth
* All four Bidders qualify for being shortlisted
* Bidder 5 also qualifies as they are within 5% of Bidder 2, and is also shortlisted
* Bidder 4 does not qualify as they have failed to achieve a score of 5 in all of their answers and are therefore automatically excluded from progressing.

## Evaluation Criteria Table:

| Score | Assessment | Reason |
| --- | --- | --- |
| 10 | Excellent | A Response that addresses all elements of the question in an exceptional manner with significant additional value. Such a Response would normally be evidenced by significant strengths, no weaknesses, and present a high level of confidence of successful performance expectation.  In general, the Response would be described as excellent or superior. |
| 7 | Very Good | A Response that addresses all elements of the question with some additional value.  Such a Response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of confidence of successful performance expectation.  In general, the Response would be described as very good. |
| 5 | Satisfactory  (Minimum Pass /Threshold for a Response) | A Response that adequately addresses the elements of the question. Such a Response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of confidence of successful performance expectation. In general, the Response would be described as suitable or sufficient. |
| 2 | Major Concerns  (Fail for a Threshold Response) | A Response that addresses a few elements of the question. Such Response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of confidence of successful performance expectation. In general, the Response would be described as faulty or substandard. |
| 0 | Unacceptable  (Fail for a Threshold Response) | A Response that completely or almost completely fails to address the elements of the question. Such a Response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies.  In general, the Response would be described as unsatisfactory or without merit and no confidence of successful performance. |

## Question Evaluation Table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section** | **Question** | **Question Category** | **Pass Fail Criteria** | **Weighting** |
| 1a | 1 | Information Only | N/A | N/A |
| 1a | 2 | Information Only | N/A | N/A |
| 1a | 3 | Information Only | N/A | N/A |
| 1a | 4 | N/A | N/A | N/A |
| 1a | 5 | Pass/Fail | **PASS** – Not on the Debarment List or if yes acceptable mitigation Response provided to the satisfaction of the Authority and the reason for their debarment is a discretionary exclusion ground rather than a mandatory exclusion ground  **FAIL** – On the Debarment List and no acceptable mitigation Response provided to the satisfaction of the Authority | N/A |
| 1b | 6 | Pass/Fail | **PASS** – CDP Response with no concerns presented  **FAIL** – No CDP Response or Response made with Mandatory Exclusion grounds present that cannot be resolved to the satisfaction of the Authority | N/A |
| 2a | 7 | Information Only | N/A | N/A |
| 2a | 8 | Information Only | N/A | N/A |
| 2a | 9 | Pass/Fail | **PASS** – CDP Response with no concerns presented  **FAIL** – No CDP Response or Response made with Mandatory Exclusion grounds present that cannot be resolved to the satisfaction of the Authority | N/A |
| 2a | 10 | Pass/Fail | **PASS** – Not on the Debarment List or if yes acceptable mitigation Response provided to the satisfaction of the Authority  **FAIL** – On the Debarment List and no acceptable mitigation Response provided to the satisfaction of the Authority | N/A |
| 2b | 11 | Information Only | N/A | N/A |
| 2b | 12 | Pass/Fail | **PASS** – Not on the Debarment List or if yes acceptable mitigation Response provided to the satisfaction of the Authority  **FAIL** – On the Debarment List and no acceptable mitigation Response provided to the satisfaction of the Authority | N/A |
| 3a | 13 | Pass/Fail | **PASS** - FVRAT completed for Bidder, Parent Company, Ultimate Parent Company and Key Sub-contractors with all GREEN RAG returns or where RED or AMBER RAG are returned for a measure, mitigation Responses provided that are to the satisfaction of the Authority  **FAIL** – FVRAT not provided or is provided with RED or AMBER RAG for a measure, and the mitigation Responses do not provide the Authority with confidence on Financial Standing of the Bidder in their ability to execute the Contract | N/A |
| 3a | 14 | Pass/Fail | **PASS** – Yes to self-certification  **FAIL** – No to self-certification | N/A |
| 3a | 15 | Pass/Fail | **PASS** - FVRAT completed for guarantor with all GREEN RAG returns or where RED or AMBER RAG are returned for a measure, mitigation Responses provided that are to the satisfaction of the Authority  **FAIL** – FVRAT not provided for guarantor or is provided with RED or AMBER RAG for a measure, and the mitigation Responses do not provide the Authority with confidence on Financial Standing of  their ability to enable the Bidder to execute the Contract | N/A |
| 3a | 16 | Pass/Fail | **PASS** – Bidder has answered “yes” to confirm that it holds the minimum levels of insurance cover specified in the question or to confirm that it can commit to obtaining and implementing this level of cover prior to the commencement of the Contract  **FAIL** – The Bidder does not have the minimum levels of insurance cover specified in the question and has not confirmed that it can commit to obtaining and implementing this level of insurance cover prior to the commencement of the Contract | N/A |
| 3a | 17 | Pass/Fail | **PASS** – Yes, Bidder confirms resources are in place and with evidence that assures the Authority that the Bidder can discharge its UK General Data Protection Regulation obligations  **FAIL** – No (resources not in place), or Yes (resources in place) but lacking the evidence that assures the Authority the Bidder can discharge its UK General Data Protection Regulation obligations | N/A |
| 3a | 18 | Pass/Fail | **PASS** – You will pass this question if You provide the information requested and it demonstrates that You have sufficient experience required by the Authority (at the required scale) to deliver the Services  **FAIL** –You will fail this question if You provide the information requested and it does not demonstrate that You have experience required by the Authority (at the required scale) to deliver the Services | N/A |
| 3a | 19 | Pass/Fail | **PASS** – You will pass this question if You provide the information requested and it demonstrates that You have sufficient experience and processes to manage supply chains and sub-contractors  **FAIL** – You will fail this question if You provide the information requested and it does not demonstrate that You have sufficient experience and processes to manage supply chains and sub-contractors | N/A |
| 3a | 20 | Pass/Fail | **PASS** - You will pass this question if You confirm You meet or have the required standards and accreditations listed and provide evidence  **FAIL** – You will fail this question if You cannot confirm You meet or have the required standards and accreditations listed nor can You provide evidence | N/A |
| 3a | 21 | Pass/Fail | **PASS** - You will pass this question if You provide the information requested and it demonstrates that You have sufficient experience and processes to manage Health & Safety  **FAIL** – You will fail this question if You provide the information requested and it does not demonstrate that You have sufficient experience and processes to manage Health & Safety | N/A |
| 3b | 22 | Information Only | N/A | N/A |
| 3b | 23 | Pass/Fail | **PASS** – Yes  **FAIL** – No | N/A |
| 3b | 24 | Pass/Fail | **PASS** – Yes  **FAIL** – No | N/A |
| 3b | 25 | Pass/Fail | **PASS** - You will pass this question if You provide the information requested and it demonstrates that You have sufficient experience and processes to pay sub-contractors and suppliers promptly and compliantly  **FAIL** – You will fail this question if You provide the information requested and it does not demonstrate that You have sufficient experience and processes to pay sub-contractors and suppliers promptly and compliantly | N/A |
| 3b | 26 | Pass/Fail | **PASS** - You will pass this question if You provide the information requested and it demonstrates that You have sufficient documentation and processes to manage carbon reduction  **FAIL** – You will fail this question if You provide the information requested and it does not demonstrate that You have sufficient documentation and processes to manage carbon reduction | N/A |
| 3b | 27 | Pass/Fail | **PASS** - You will pass this question if You provide the information requested and it demonstrates that You have sufficient documentation and processes to achieve net zero 2050  **FAIL** – You will fail this question if You provide the information requested and it does not demonstrate that You have sufficient documentation and processes to achieve net zero 2050 | N/A |
| 3b | 28 | Information Only | N/A | N/A |
| 3b | 29 | Information Only | N/A | N/A |
| 3b | 30 | Pass/Fail | **PASS** –You will pass this section if You answer “Yes” (i.e. You are compliant with the annual reporting requirements of the Modern Slavery Act 2015 or equivalent as set out in the question)  **FAIL** –You will fail this section and be excluded from the Process if You answer “No” (i.e. You do not comply with the annual reporting requirements of the Modern Slavery Act 2015 or equivalent as set out in the question) | N/A |
| 4 | 31 | Qualitative Scoring **– Question 1** **Application Support** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 25% |
| 4 | 32 | Qualitative Scoring - **Question 2: Application Maintenance** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 25% |
| 4 | 33 | Qualitative Scoring - **Question 3: Security** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 10% |
| 4 | 34 | Qualitative Scoring - **Question 4: Transition** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 10% |
| 4 | 35 | Qualitative Scoring - **Question 5: Tooling** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 5% |
| 4 | 36 | Qualitative Scoring - **Question 6: End User Experience** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 10% |
| 4 | 37 | Qualitative Scoring - **Question 7: Optional Service – Digital Workplace** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 5% |
| 4 | 38 | Qualitative Scoring - **Question 8: Optional Service – Managed Cloud** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 5% |
| 4 | 39 | Qualitative Scoring - **Question 9: Optional Service – DevOps** | **PASS** – Score of 5 or above  **FAIL** – Score of below 5 | 5% |

# Bidder Checklist:

|  |  |
| --- | --- |
| **Item** | **Check** |
| MANDATORY – Name, role, email and telephone number provided on Coupa messaging for the Bidder point of contact to access the Data Room in Box |  |
| MANDATORY - Completed and signed NDA, submitted to access the Data Room – All Bidders (Appendix C) |  |
| MANDATORY - Completed and signed EWA, submitted to access the Data Room – Relevant Bidders (see Purpose at Recital B in Appendix B).  Where a Bidder should complete an EWA but neglects to do so, the Authority reserves the right to disqualify them from the Procurement. If the EWA does not apply to the Bidder, please provide nil return confirmation via Coupa messaging. |  |
| MANDATORY - PSQ Response – in document, attachments, prescribed naming conventions for attachments as appropriate |  |
| MANDATORY - Response Documents – Responses to Technical Assessment Questions in Part 4 within the prescribed word count completed and returned, using the Response Templates in the Data Room |  |
| MANDATORY - FVRAT – completed and returned with PSQ Response |  |
| MANDATORY - Appendix A - Confirmations |  |
| OPTIONAL – Response to further market feedback on Authority position on contractual Clauses. |  |

# Appendix A: Confirmations

|  |  |
| --- | --- |
|  | I confirm that:   * to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading; * upon request and without delay I will provide any additional information requested of us; * I understand that the Response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this Procurement; and * I understand that our organisation may be excluded from the Procurement if requested information has not been provided, if any of this Response or any follow up Responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced Your decision-making in this Procurement. |
| **[Insert Yes or No]** |

|  |  |
| --- | --- |
| **Signed** |  |

|  |  |
| --- | --- |
| **Date** |  |

|  |  |
| --- | --- |
| **Name** |  |

|  |  |
| --- | --- |
| **Role** |  |

|  |  |
| --- | --- |
| **Phone number** |  |

|  |  |
| --- | --- |
| **Email** |  |

|  |  |
| --- | --- |
| **Postal address** |  |

# Appendix B: Ethical Walls Agreement

**\*To be signed and returned prior to completion of the PSQ and to access the Invitation to Participate Data Room**

This Agreement is dated [ ] 20[ ] (the “Effective Date”).

BETWEEN:

1. **Mayor’s Office for Policing & Crime** (the “**Authority**”) of **City Hall, Kamal Chunchie Way, London, E16 1ZE,** and
2. **[NAME OF COUNTERPARTY *i.e. the Bidder*]** a [company]/[limited liability partnership] registered in England and Wales under registered number **[insert** registered number] whose registered office is at **[insert** Counterparty’s registered address] (the “**Counterparty**”),

together the “**Parties**” and each a “**Party**”.

BACKGROUND

(A) The Authority in relation to its Procurement Process must treat Bidders the same unless a difference between the Bidders justifies different treatment pursuant to the Procurement Act 2023 and any Regulations made under it. The purpose of this document (“**Agreement**”) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).

(B) The Authority is conducting a Procurement exercise for the supply of an Application Management Service (AMS). It is possible that a Bidder interested in partaking in this Procurement may already be an incumbent supplier to the Authority in a related scope, and consequentially may have access to information that could be advantageous to their participation in the competition, thereby creating an unfair advantage (the “**Purpose**”).

(C) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. Definitions and Interpretation
   1. The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“**Agreement**” means this ethical walls agreement duly executed by the Parties;

“**Bid Team**” means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

* + - 1. Government Departments;
      2. Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
      3. Non-Ministerial Departments; or
      4. Executive Agencies;

“**Conflicted Personnel**” means any Representatives of:

* + - 1. the Counterparty;
      2. any of the Counterparty’s Affiliates; and/or
      3. any Subcontractors,

who, because of the Counterparty’s, any of its Affiliates’ and/or any Subcontractors’ relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

“**Contract**” means any pre-existing or previous contract between the Authority and:

* + - 1. the Counterparty;
      2. any of the Counterparty’s Affiliates;
      3. any Subcontractor; and
      4. any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process;

“**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and “**Controls**” and “**Controlled**” shall be interpreted accordingly;

“**Effective Date**” means the date of this Agreement as set out above;

“**Other Bidder**”means any other Bidder or potential Bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process;

“**Procurement Process**” means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of the contract details notice; or (ii) the abandonment or termination of the Tender Process as notified by the Authority;

“**Professional Advisor**” means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its Tender Response;

“**Purpose**” has the meaning given to it in recital B to this Agreement;

“**Representative**”refers to a person’s officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;

“**Subcontractor**” means an existing or proposed subcontractor of:

* + - 1. the Counterparty; and/or
      2. any of the Counterparty’s Affiliates,

who is connected to the preparation of a Tender Response (including Key Sub-contractors named in the ITT Response);

“**Tender Process**” means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 and any Regulations made under it, which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that Procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the Bidders in Response together with any resulting contracts;

“**Tender Response**” means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;

“**Third Party**” means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

“**Working Day**” means any day of the week other than a weekend, when Banks in England and Wales are open for business.

* 1. Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
  2. Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty’s Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).
  3. Reference to persons includes legal and natural persons.
  4. Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
  5. Reference to clauses and recitals is to clauses of and recitals to this Agreement.
  6. Reference to any gender includes any other.
  7. Reference to writing includes email.
  8. The terms “**associate**”, “**holding company**”, “**subsidiary**”, “**subsidiary undertaking**” and “**wholly owned subsidiary**” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
  9. The words “**include**” and “**including**” are to be construed without limitation.
  10. The singular includes the plural and vice versa.
  11. The headings contained in this Agreement shall not affect its construction or interpretation.

1. Ethical Walls
   1. In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

Conflicts of Interest

* 1. The Counterparty:
     1. shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent Tender Process; and
     2. acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Counterparty’s, any of its Affiliates’, any Subcontractors’ and/or any Representatives’ relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.
  2. Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority’s satisfaction, including one or more of the following:
     1. not assigning any of the Conflicted Personnel to the Bid Team at any time;
     2. providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;
     3. ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
        1. about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
        2. which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the Tender Process,

becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;

* + 1. ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
    2. ensure that agreements that flow down the Counterparty’s obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Authority];
    3. physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
    4. providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
    5. monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
    6. ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
    7. complying with any other action as the Authority, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

Notification of Conflicts of Interest

* 1. The Counterparty shall:
     1. notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
     2. submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty’s plans to prevent potential conflicts of interests from arising (“**Proposed Avoidance Measures**”); and
     3. seek the Authority’s approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the Tender Process).
  2. The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.
  3. The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.
  4. The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

Exclusion from the Tender Process

* 1. Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority’s approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.
  2. The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

Bid Costs

* 1. In no event shall the Authority be liable for any bid costs incurred by:
     1. the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or
     2. any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

Specific Remedies

* 1. The Counterparty acknowledges and agrees that:
     1. neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and
     2. in the event of a breach of any of the obligations in Clause 1 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty’s participation in the Tender Process in each case with immediate effect on written notice.

1. Sole Responsibility
   1. It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty’s obligations.
2. Waiver and Invalidity
   1. No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
   2. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.
3. Assignment and Novation
   1. The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.
   2. The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
      1. any Central Government Body; or
      2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
      3. the Counterparty shall, at the Authority’s request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.
   3. A change in the legal status of the Authority such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.
4. Contracts (Rights of Third Parties) Act 1999
   1. A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
5. Transparency
   1. The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Act 2023 and any Regulations made under it to run Procurement Processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair Procurement Process has been followed.
6. Notices
   1. Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.
   2. Subject to paragraph 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

| Manner of Delivery | Deemed time of service | Proof of service |
| --- | --- | --- |
| Email. | 9.00am on the first Working Day after sending | Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message. |
| Personal delivery. | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt. |

* 1. Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

|  | Counterparty | Authority |
| --- | --- | --- |
| **Contact** | <Insert> | Ben Harrison |
| **Address** | <Insert> | Kilburn Police Station, 38 Salusbury Rd, London NW6 6LT |
| **Email** | <Insert> | benjamin.harrison@met.police.uk |

* 1. This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

1. Waiver and Cumulative Remedies
   1. The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
   2. Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.
2. Term
   1. Each Party’s obligations under this Agreement shall continue in full force and effect for the period of the duration of the Procurement Process
3. Governing Law and Jurisdiction
   1. This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
   2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

|  |  |
| --- | --- |
| Signed by the Authority | Name:  Signature:  Position in Authority: |

|  |  |
| --- | --- |
| Signed by the Counterparty | Name:  Signature:  Position in Counterparty: |

# Appendix C: Non-Disclosure Agreement

**\*To be signed and returned prior to completion of the PSQ and to access the Invitation to Participate Data Room**

**THIS AGREEMENT** is made on the day of 202X

**BETWEEN:**

(1) <Insert Bidder Details> (**“Bidder” or “Receiving Party”**)

and

(2) The Mayor’s Office of Policing and Crime whose registered office is at City Hall, Kamal Chunchie Way, London, E16 1ZE (hereinafter referred to as **"MOPAC" or “Disclosing Party”**) of the other part;

collectively referred to herein as the **"Parties"** or in the singular as a **"Party"**.

**WHEREAS:**

A. Purpose: The **Bidder** wishes to access information from **MOPAC** during the various stages of the Procurement of the Application Management Service (AMS). This Confidential Information is, to varying degrees, sensitive, and must therefore be held in strict confidence by the Bidder, and always in accordance with this Non-Disclosure Agreement (NDA). The Bidder shall ensure that where the Confidential Information is being shared with employees, its advisors or supply partners as necessary to enable it to respond to the asks of the Procurement, that they are bound by the same conditions as provisioned herein.

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:

1. As used in this Agreement the term "Confidential Information" shall mean the following information, whether in writing or other documentary form, in oral or visual or machine readable form, or in the form of samples or models, disclosed by the Disclosing Party to the Receiving Party under this Agreement:

(a) information in writing or other documentary form

(b) information disclosed in oral or visual or machine readable form, or in the form of samples or models, and is confirmed by the Disclosing Party as such in documentary form within thirty (30) days from its being disclosed, in which event all the protections and restrictions in this Agreement as to the use and disclosure of said Confidential Information shall apply retrospectively during the said period of thirty days;

(c) information which can be obtained by examination, testing or analysis of any hardware, software or material samples provided by the Disclosing Party under the terms of this Agreement or any component part of such hardware, software or sample;

(d) information relating to the business, activities, operations or affairs of the

Disclosing Party which is not publicly available; or

(e) information which should otherwise be reasonably regarded as possessing a

quality of confidence of the Disclosing Party.

2. Subject to the provisions of Clause 7 hereof, the Receiving Party undertakes:

(a) to keep confidential and not disclose to any third party any part, or the whole, of any Confidential Information disclosed to it under this Agreement (save for its advisors or supply partners as necessary to enable it to respond to the asks of the Procurement);

(b) not to copy, adapt or otherwise reproduce Confidential Information disclosed to it under this Agreement, except as reasonably necessary for the Purpose;

(c) not to use Confidential Information disclosed to it under this Agreement other than for the Purpose, except with the prior written permission of the Disclosing Party;

(d) to restrict access to the Confidential Information disclosed to it under the terms of this Agreement to those of its employees and officers who need to know the same for the Purpose;

3. The protections and restrictions in this Agreement as to the use and disclosure of Confidential Information shall not apply to any information which the Receiving Party can show:

(a) is, at the time of disclosure hereunder, already published or otherwise publicly available; or

(b) is, after disclosure hereunder, published or becomes available to the public other than by breach of this Agreement; or

(c) is rightfully in the Receiving Party's possession with rights to use and/or disclose, prior to receipt from the Disclosing Party; or

(d) is rightfully disclosed to the Receiving Party by a third party with rights to use and/or disclose; or

(e) is independently developed by or for the Receiving Party without reference or access to Confidential Information disclosed hereunder; or

1. is the subject of a requirement of a court proceeding on the Receiving Party for disclosure, in which event the Receiving Party shall give prompt notice of such requirement to the Disclosing Party; or
2. was already known to the Receiving Party prior to disclosure to it by the Disclosing Party.

4. The Receiving Party shall not be in breach of the Agreement where it can show that any disclosure of information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Where the Receiving Party is considering making a disclosure of Confidential Information of a Disclosing Party under the Act or the Regulations it shall, to the extent permitted by the time for compliance under the Act or the Regulations, give that Disclosing Party the opportunity to make representations concerning disclosure. The Disclosing Party however acknowledges and accepts that its representations may not be determinative and that the decision whether to disclose the Confidential Information at issue, in order to comply with the Act or the Regulations, is a matter in which the Receiving Party shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. The Receiving Party shall in any event always provide prior notification to the Disclosing Party of any decision to disclose the said Information.

5. Nothing contained in this Agreement shall be construed as:

(a) conferring upon the Receiving Party any right of use in or title to Confidential Information received by it from the Disclosing Party, other than as expressly provided herein or as conferred in writing upon the Receiving Party by the Disclosing Party subsequent to the date of this Agreement; or

1. constituting a warranty as to the accuracy of the Confidential Information or the suitability thereof for any purpose whatsoever; or

(c) diminishing the rights either Party has under Statute; or

(d) implying that a further contractual arrangement will be concluded between the Parties; or

(e) overriding or prejudicing any Government security classification or export control regulation applicable to any part of the Confidential Information; or

(f) requiring either Party to disclose to the other any particular Confidential Information.

6. All Confidential Information in whatever form disclosed hereunder, and any copies thereof made by the Receiving Party, shall be and remain the Disclosing Party's property and shall be delivered up promptly by the Receiving Party to the Disclosing Party on receipt of a written request from the Disclosing Party for such delivery.

7. This Agreement shall remain in force for a period of one (1) year following the date first above written after which it will terminate unless renewed by mutual consent in writing or to the extent that it is superseded by another agreement or contract between the Parties. The obligations and restrictions relating to the disclosure and use of Confidential Information shall however survive the termination of this Agreement for a period of seven (7) years.

8. The points of contact for transmitting and/or receiving Confidential Information under this Agreement are respectively:

For [Insert Company Name]:

Name: [Insert Name]

Position: [Insert position]

Name: [Insert Name]

Position: [Insert position]

For the Mayor’s Office of Policing and Crime:

Name: Ben Harrison

Position: Head of Commercial Service Delivery

Name Carl Stephens

Position: Commercial Lead

9. This Agreement constitutes the entire existing Agreement between the Parties concerning the exchange of Confidential Information for the Purpose. The Agreement shall not be amended except by written agreement signed by authorised representatives of both Parties.

10. Except in the case of corporate reconstruction, neither Party shall, without the express consent in writing of the other Party, assign or in any manner transfer its interests in, or obligations under, this Agreement or any part thereof.

1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. The Receiving Party acknowledges and agrees that there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may cause the Disclosing Party irreparable harm, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorised release or loss of the Disclosing Party's Confidential Information.

13. This Agreement shall be construed and governed in accordance with the laws of England and the Parties hereby submit to the jurisdiction of the English courts.

Signed for and on behalf of the Mayor’s Office for Policing and Crime:

By:

Name:

Title:

Date:

Signed on behalf of [Insert Company Name]:

By:

Name:

Title:

Date:

# OPTIONAL Appendix D – Bidder feedback on Key Contractual Clauses

The questions below are to inform the Authority thinking in regards to the contracting approach. All responses given by Bidders are purely for information and have no impact on the evaluation of responses provided in the mandatory section. Bidders **do not have to** submit a response to the below.

**(Please ensure all Responses are provided separately to this document using the document provided titled ‘Bidder feedback on Key Contractual Clauses’ and are sufficiently anonymised).**

Please limit responses per question to 500 words.

1. **Application of Indexation –** the Authority is considering the benefits and drawbacks of including provision for indexation in the pricing element of the ITT. Please provide Your view on whether setting the costs as fixed price (allowing for indexation) or as firm price (no indexation) would allow Bidders to submit the best quality and most cost-efficient submission. If You advocate including indexation please indicate which indices might be used.
2. **Payments for Authority Caused Delay –** Contractual provisions relating to payments for Authority caused delay are set out in Clause 2, Part C of Schedule 15. Please provide Your views as to the benefits to Bidders’ commercial submissions if the Authority were to include contractual provision for compensation to be paid by the Authority for additional costs incurred where it can be demonstrated that the Authority is solely and directly responsible for delay to completion of a milestone.
3. **Termination for Convenience –** The Authority’s standard terms contain the right to termination for convenience. Please provide your views on what impact it would have on your bid submission if this were to be removed.
4. **Payments on Termination –** Contractual provisions relating to payments on termination are set out in draft Schedule 16. Please provide Your views on the benefits to Bidders commercial submissions should the Authority include the contractual terms covering payments on termination by the Authority.
5. **Gainshare –** Please provide your views on whether the inclusion of a gainshare mechanism in the eventual contract for the services under the AMS requirement would enable You to provide an enhanced submission, were You to be down selected to ITT stage, and improved performance, were You to be ultimately successful and awarded the contract.

1. Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the Supplier and those over which the Supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the Supplier. [↑](#footnote-ref-1)