Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 2023

My Ref:
Your
Ref

Dear Bidder

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions to Tenderers
2. Tender Response Document
3. Draft Form of Agreement

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on XX XXXX 2023** any tenders received after this time will not be accepted

- Tenders are to be submitted through Delta, our electronic tender portal
  - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:
- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

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All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on XX XXXX 2018 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

[redacted]

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully

[redacted]

[redacted]

FURTHER-COMPETITION FOR THE PROVISION

OF A Kitchen Management System, and

Ordering System

Framework:	**001002**
Lot:	**2**
Response	[redacted]

REFERENCE NUMBER: ICT23-1002-Shropshire Council -190923

Section 3 – Specification

1. Introduction

Shire Services (Shropshire Council) currently provides a school meals service in 128 primary and special schools, and 10 Secondary schools throughout Shropshire, Walsall, Dudley, Wolverhampton, Worcestershire and North Wales. In these schools the handling of dinner monies and the ordering of meals each day is currently completed through a mixture of electronic and manual systems which vary from school to school, including SIMS Dinner Money, SIMS Pay, SchoolComms and ParentPay.

Shire Services currently deal with most of their meal service processes manually. These processes include (not exhaustive and varied in application at sites):

- Meal number collection from the classroom which are then manually passed to the kitchen for production
- Meal Income (Daily sales and Outside Catering Income – hospitality and additional catering income) from schools
- Stock control & ordering – The individual school production kitchens stocktake and order stock individually and not through a central system. Invoices are delivered to site and signed if approved by the lead onsite – these are then mailed to Head office for processing and payment
- Food temperatures – The temperatures of the food are taken and recorded manually and kept centrally.
- Invoicing – The monthly invoices to schools are produced, with manual intervention from Unit4 (previously Agresso) and sent for payment.
- Reporting – Currently any reports on meal numbers are generated form Saffron Civica and finances are generated from Unit 4 ERP. There is no current overarching dashboard functionality set up to allow better management information.
- Meal Ordering – Shire Services currently do not have a pre-order function across all sites. Pre-ordering is varied with some schools already allowing parents/children to pre-order food online and through the use 'whiteboard' pre-ordering in the classroom. Other sites do not have tools for these functions and therefore would need support through the kitchen management system to achieve this. Current meal ordering is undertaken through a range of providers including sQUid, Cypad, ParentPay, amongst others.

With the above-mentioned processes being done manually it means a large proportion of staff's time is spent doing manual processes which would be dealt with efficiently by a digital solution. The solution will support us in addressing the current delay in accessing management information and increased costs to the service due to printing and postage.

The Shire Services Management team have no real-time reporting data which means the service is very reactive. The authority is looking for a simple solution to deliver an end-to-end catering and meal management solution. A system that is easy to install, reducing the need for extensive equipment in small school kitchens, yet safe, secure, and robust; capable of handling all key catering tasks. To cover all the administrative functions carried out in a school kitchen, reducing the need for paper.

For the majority of schools the invoicing process for our services includes Shire Services charging schools for the total number of meals served each week. This is broken down into Free and Paid before the invoices are raised for service – either onsite by cashless systems available to the kitchen staff, or by the school office. These numbers are returned to Head Office on a paper form and input into Saffron (Finance). This system manages the Trading accounts for our school sites, and the Unit 4 ERP system is used for the generation on invoices based on agreed meal numbers served. The majority of schools currently collect and manage paid dinner monies either using a cashless system, or in a very small number of schools by using cash collection from parents. Responsibility for the cash currently varies across our estate and where required Shire Services procures a cash collection service; as noted previous the majority of our some schools do offer online payment solutions which vary in provider from school to school. Many of the schools have existing systems for parental control for payment of meals however meal choice has not been deployed in most. In a large number of schools Shire Services prepares meals in bulk as there is no system in place to supply Shire Services kitchen staff with a list of chosen meals prior to service of meals, therefore Shire Services experiences a higher than necessary volume of food waste each school day.

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2. The System

Shire Services requires a software solution (the System) that automates the ordering of meals, stock control and food ordering, paperwork and forms, communications, management information and associated reports, and the management of data input by schools regarding cash, cheque or online payments received by them for meals. Options for seamless interfacing of statutory attendance mark back to the incumbent MIS platform are not essential but are desirable as a requirement. The aim of the System is to remove the need for daily bulk preparation of meals and thus reduce food waste, speed up the service of food and provide a full reporting functionality. Each site must be provided with at least 1 hardware solution, multiple hardware solutions may be needed where there are multiple service points. The supplier must provide the hardware and any necessary associated maintenance to support the electronic kitchen management functions.

The System is to be offered to all schools where Shire Services provides a school meals service; however, there is no guarantee that every school will require use of the System or the full suite of functionality as regards online and classroom ordering The successful supplier will be given the opportunity in conjunction with Shire Services to demonstrate the System in all primary schools where Shire Services provides a school meals service.

The System must have the ability to be accessed, operated and viewed on a variety of devices; including desktop, PC, smartphone, tablet and other mobile devices.

The kitchen management onsite system must be able to function offline at times of network failure. The System must also have the following elements of functionality:

<u>Kitchen management functionality</u>

A. Stock control functionality containing Shire Services approved products with items grouped by supplier providing views of stock levels and alerts notifications where stock is low. Details stored will include product code, relevant unit measures, item description, value, etc.

B. Stock ordering functionality will be online as a minimum, wherever suppliers have the necessary systems in place to support this. Interfacing functionality with Shire Services approved food contracts suppliers is preferred, where Council food suppliers have the necessary systems in place to support this. A mechanism to allow orders of a set tolerance level to be approved by senior management and integration/interface to provide updates of all nutritional information on products

C. Ability to record food deliveries and ‘Goods In’ order electronically

D. The ability to record kitchen staff information including timesheets, attendance and timekeeping where required by Shire Services. Ability to record staff absences including reason for absence, time reported, covered by etc.

E. Ability to retain visitors register for location including but not limited to; name, organisation, time of visit, reason etc.

F. Storage of staff training records which are reportable, and can be updated both onsite and at Head Office

G. Functionality for service-specific forms and documentation including but not limited to HACCP and food safety Due Diligence information like cleaning schedule, storage temperature, meal/food temperatures and waste Log.

   These forms must be able to be shared and accessed by all school kitchens and will be managed centrally by Council School Catering Management / Admin Team (head office), allow for updates and replacement of existing documentation by Council officers and should offer the ability to capture signatures using the hardware solution device touchscreen.

H. Ability to store health and safety information such as Risk Assessments, Safe system of work, fire safety checks records, gas safety check record and deep cleaning records

I. Ability to record accidents and near misses including but not limited to; details, staff involved, time reported, signature of person involved in the accident etc.

J. Ability to record details of any exported meals including but not limited to: Menu Item, Time of packing, Temperature, Member of staff completing, Corrective action,

K. Ability to record day end kitchen checks carried out and by whom. Checks to include but not be limited to; all cleaning completed, equipment switched off and all appropriate records completed. System to prompt user to carry out day end kitchen checks prior to close down if not already completed.

L. Two-way communication between Council School Catering Management / Admin Team (Central administration team based outside of the school site) and kitchens with audit trails, read receipts/notifications and a facility to store communications centrally.

M. Nutritional Analysis inclusive of full menu analysis for Food for Life standards and School Food Standards, menu and recipe development tools with allergen controls without the need for 3rd party applications

N. Allow Shire Services the ability to edit and change menus for each school centrally and to set rotating menu cycles.

O. Ability to add theme days and special menus

P. Ability to cost recipes, day menus and weekly menus for the sites.

Q. Ability to add additional income for the site should an integration with the onsite school cashless system not be possible. Income may relate to meal numbers, vending, catering for export nurseries and hospitality income for sites

R. Real time profit and loss information per school via a dashboard and report

S. Aligning with preferred payment methods and systems of each individual school e.g., ParentPay, sQuid, School Comms. Where possible meal selection fed directly into the Kitchen Management solution from the school's chosen payment system

T. Data collection and performance analysis functionality relating to labour costs, food costs. See section 5 below for further detail on reporting requirements.

Classroom-based & parental meal pre-order functionality

U. The system must have the ability to integrate / interface with Shire Services and/or individual school's chosen online payments system and/or kitchen management (including nutritional) system.

V. Hold individual child and school staff user accounts which utilise the name and photo for each user. Each account must contain the relevant dietary information for each user and have restrictions in place to ensure that meals containing allergens are unavailable for selection by pupils with allergies. Allergen and Nutritional information must be available at the point of ordering the meals and service points

W. Enable pupils to input their meal choice each day using the existing individual school's input methods; including electronic whiteboard, touch screen terminals, pc and handheld/ mobile devices including tablets and iPads.

X. Allow parents to choose their child's meal online as well as access to historical information relating to meal choices made by their child on-site; where online meal selection occurs the system should lock the parents selection so that it cannot be over-written via classroom-based meal selection. Allow school staff to choose their meal online. Allow Flexible ordering frequency (i.e., daily, weekly monthly etc.)

Y. Allow the use of pictures/graphics to illustrate meal choices next to their text descriptions.

Z. Account Balance is shown in real time and updated when a card payment, purchase etc has been made.

AA. The facility to record daily electronic registration of children in schools (regardless of their attendance for a school meal) and the System is to interface this data with individual school's incumbent MIS systems (as a minimum the System must interface

with leading MIS platforms in schools, including but not limited to SIMS.net, SIMS 8, Bromcom MIS and Arbor MIS). Interfacing with other MIS platforms may be required at a future date, should schools choose to deploy an alternative platform.

BB. Allow data input by schools of payments received for meals (cheques and cash)

CC. The System must allow each school to monitor and manage each child's account, including the ability to retrospectively rectify errors in meals taken by individual students, and for all subsequent relevant reports to reflect those changes.

DD. Manage and support the free school meals (FSM) initiative, keeping the anonymity of children entitled to free school meals when ordering and collecting their meal. The system must be able to allow schools to back-date changes to FSM eligibility for individual students, and for all subsequent relevant reports to reflect those changes.

EE. Reporting on data (i.e. daily meal choice by class, by school) by a variety of users depending upon their access and security level applicable to the profile of their user account. See section 5 below for further detail on reporting requirements. Real time information and reporting split into meal type (free school meal, universal infant free school meal and paid meal etc) and specific dietary needs

FF. Data collection and performance analysis functionality which is configurable into dashboards relating to meal uptake inclusive of relevant breakdown of groups i.e. paid meals, Universal Infant Free School Meals (UIFSM) meals, FSM meals, Adult Paid meals, Adult Free meals and other key performance indicators. See section 5 below for further detail on reporting requirements.

GG. Options to conduct parent surveys and collect feedback

3. Further Requirements
In addition to provision of the System the successful supplier must provide:

A. A dedicated project manager to oversee the installation and testing.

B. A dedicated account manager to oversee the contract and manage repairs and invoicing.

C. Fully managed hardware (at least 1 hardware solution dependent on site requirements) at each site to support the kitchen management functionality, including installation and testing. The supplier will own, be responsible for insuring and repairing the hardware solution; the hardware solution will simply be loaned by Shire Services. In the event of breakdown of these devices, repair and/or replacement devices must be arranged within 1 working day.

D. The Supplier must include an electronic, detailed user handbook for using the system and update this whenever there are any software updates or changes to the system functionality. The supplier must also provide a user guide for parents.

E. Migration of necessary data from individual school MIS systems in order to set up the System. Functionality for data to be manually and automatically synchronised from the MIS to the System. The System must be fully compliant with Data Protection Act 2018 and Shire Services's DPIA recommendations.

F. Initial creation and setup of all user accounts for every school, at the point of implementation. See section 4 below for further detail on required restrictions on profiles of user accounts.

G. The initial upload of all meal choices and prices and existing child balances.

H. Notification of upgrades must be made no less than 10 working days in advance of their installation/performance. Updates must take place during evenings or weekends and outside of business hours (7am to 5pm Monday to Friday, excluding public holidays). Critical updates must be applied within 30 days of release.

I. The System is to be backed up daily and relevant regulatory required historical data is to be made available to Shire Services and schools for a period of seven years oir equivalent if shorter.

4. User Accounts / Software Licences

Shire Services requires an unlimited number of user accounts per school/site and the ability to set different user and access right so accounts can be added / deleted or amended wherever necessary. Suppliers will be asked to provide costs for the associated software licence requirements in the pricing schedule. The following groups of users will require access to the System and the profile of their user account should be restricted as detailed:

A. Children/pupils – profile to be restricted to selection of menu choice.

B. Parents – profile to be restricted to selection of menu choice, online payments, payment details, account detail, create special dietary requests sent to the School Admin for approval , relevant historical data.

C. School staff – profile to be restricted to selection of menu choice, their own online payments, their own payment details, their own account detail, relevant historical data, menu choice for and registration of children/pupils relevant to them.

D. School administration staff – profile restricted to access of data for relevant school (unrestricted access for individual school data), process special dietary requests on behalf of pupils, and report building access.

E. Council kitchen staff – profile restricted to number and type of meals ordered by children/staff and applicable dietary information; number of meals served. Access to kitchen management modules for management of site-specific activities.

F. Council School Catering Management Team (head office) – profile restricted to access of data for all schools (unrestricted access of data for all schools), access to special dietary requirements and report building access.

G. Council software training and support staff – profile restricted to access of data for all schools (unrestricted access of data for all schools) and report building access.

5. Reporting

The System must be capable of running a suite of reports as well as an option for report building to serve the specific needs of Shire Services and the Schools. The reporting functionality shall have the facility to vary the time period, be restricted according to user access restrictions and afford those with appropriate access rights to run reports themselves. Schools must be able to run reports in relation to their own data and Shire Services must be able to run reports individually per school and centrally for all school data. Reports must be available in a variety of formats (printed, Microsoft Excel, CSV, PDF for example). The reports will include but not be limited to:

A. Daily pre-order reports (summary of meals ordered and dietary requirements) to be accessed by Shire Services kitchen staff to enable the preparation of the correct type and quantity of meals.

B. Daily, weekly and monthly revenue/sales reports to be accessed by those with unrestricted user access.

C. Daily, weekly and monthly product sales analysis showing meal choice/ product sales mix to be accessed by those with unrestricted user access.

D. Free meal allowance reports demonstrating those that have taken a free meal and which free meal accounts are left unspent. Reports must be able to differentiate between paid, free meals and KS1 free meals (UIFSM) and be accessed by those with unrestricted user access.

E. Summary of transactions showing numbers of meals and methods of payment, free and adult meals etc. which can be ran as an 'end of day summary' by those with unrestricted user access. These reports are to be able to be produced by reference to an individual child, a class, a school, and all schools.

F. A report to inform banking returns for cash / cheque payments, where necessary.

G. Uptake reports will have the ability to be broken down by group (pupil paid, pupil free, UIFSM, FSM, Adult paid, adult free etc). Uptake reports must be available both collectively across all schools and on an individual school by school basis and include the number of meals taken.

H. A report to inform monthly charges to schools which includes school name, a unique school reference (as specified by Shire Services), number of meals taken and number of meals ordered broken down by meal type; pupil paid, pupil free, adult paid, adult free, nursery paid, nursery free, breakfast etc..

I. Stock analysis and stock take reports must be available on an individual school by school basis as well as collectively across all schools

J. Staff information reports relating to timesheets, attendance and timekeeping must be available with the ability to select specific time periods. Historical information must be available for a minimum period of seven years.

K. Outstanding actions reports must be available relating to unread updates to forms, and communications

L. Menu reports and special diet reports be accessed by those with unrestricted user access.

M. Daily class attendance records and pupil lists (who is registered in and out; for emergency situations) to be accessed by school users with unrestricted user access where attendance option is required by school.

N. Error logs, User Usage and Audit trails of user work, Audit trails of data changes

The System must have facilities to time, date and mark the end of reports, identify which user account ran a report and preview reports on screen prior to printing. Reports should be able to be run on current and historical data held by the System.

The system should transfer of all Council data through interfaces which are through secure channels.

Where necessary the system must have the ability to import & export regularly suitably formatted batch files to and from other systems.

6. Hosting

The system must be cloud-hosted within the UK; the system must be accessible at any time from a range of devices including iPads, Android devices, desktop PC’s and mobile phones.

7. Training and Ongoing Support

The successful supplier must work with Shire Services to complete a DPIA prior to the roll out or implementation of the system and must complete the implementation and data migration for each school.

Successful supplier to provide user training and any required knowledge transfer on the system / interfaces. Training plan, including the overall approach to training and how different types of users will be catered for to be provided. Timelines should be included in project plans

Successful supplier to provide up to date paper and / or electronic system documentation. Documentation set must be updated on the completion of each system change or upgrade and old documentation archived or disposed of.

In relation to onsite training and ongoing support, Shire Services requires two further pricing options:

1. Pricing option 1; the successful supplier will provide necessary training to staff on-site. The successful supplier will offer a help desk facility to Shire Services and schools in order to answer day to day queries and in order for users to report faults. The help desk should be contactable by e-mail and telephone during working hours (08:00-17:00, Monday to Friday). In order to minimise the number of calls made to the helpdesk Shire Services requires access to comprehensive user guides in respect of the System. The following should be included in the documentation;

    • a quick reference guide to the system for easy navigation,
    • all aspects of the system functionality,
    • resolution of known faults and problem areas,
    • guidance on error handling routines and error messages,
    • system administration, It will remain the responsibility of the tenderer to ensure that this requirement is met for any third party elements of the system

    On request the successful supplier is to make refresher training available on-site. Costs associated with this should be specified in tender responses. Where more than one school requires refresher training this may be accommodated on one site (up to a maximum of 10 delegates).

2. Pricing option 2; the successful supplier will provide in-depth training to nominated Shire Services Officers who will provide the necessary training to staff on-site, prior to the first site going live. Nominated Shire Services Officers will provide a level of local support to Shire Services and schools in order to answer day to day queries. More complex issues and faults will be reported to the supplier.

    On request the successful supplier is to make refresher training available on-site to additional Council Officers. Training must also be available upon request during the contract when there is an update to the system functionality that would require a demonstration. Costs associated with this should be specified in tender responses.

Refresher training may be accommodated on one site (up to a maximum of 10 delegates).

Technical and Complex Issues / System Downtime

Irrespective of which pricing option Shire Services proceeds with, the successful supplier will be required to resolve any technical or complex issues with the System or any instances of system downtime. The successful supplier will have proven back-up processes in place to ensure service continuity in the event of system downtime or complex issues. For critical issues affecting performance of the system, Shire Services would expect a response from the supplier within 30 minutes and a resolution within 12 hours where possible.

Unscheduled Maintenance

Any unscheduled maintenance which will disrupt the availability of the system must be communicated to Shire Services and the schools, with as much notice as possible. The system must also have an alert / notification system in place.

Pre-planned Maintenance

Shire Services will be made aware of any pre-planned maintenance or updates to the System with sufficient prior notice (no less than 10 working days) and any maintenance or updates which may impact the availability or performance of the System must be arranged during evenings or weekends and outside of business hours (7am to 5pm Monday to Friday, excluding public holidays)

8. Implementation

Shire Services requires the System to be in place within at least 3 sites for testing (see section 9 below) by 1st January 2024. Suppliers will be required to submit a detailed implementation plan as part of the award questionnaire that details the tasks to be carried out by the successful supplier as well as tasks to be carried out by Shire Services and schools. The successful supplier will be required to appoint a dedicated project manager to oversee the implementation and for ongoing contact.

9. Acceptance

The System must be thoroughly tested and accepted by Shire Services's Key Contact following installation and in the first school prior to being rolled out into any further schools. All other schools will require an acceptance testing period, but it is envisaged that this will be a shorter period than the initial installation testing. Suppliers are required to submit a draft/example acceptance testing plan.

10. Contract Management

Shire Services will appoint a Key Contact who will be responsible for overseeing the delivery of the System into each school. Shire Services' Key Contact shall provide to the successful supplier, as each school requests installation of the System, contact details for the School's Key Contact. The School's Key Contact will deal with any specific queries relating to the school directly with the Supplier's Key Contact. During the implementation period, the Supplier's Project Manager must provide a weekly update to Shire Services on the progression of implementation and be available for follow up meetings if required. The supplier will be required to attend quarterly Contract Monitoring meetings with Shire Services throughout the course of the contract to monitor performance when required.

It is anticipated that the successful supplier will be required to provide suitable promotional support to enable Shire Services to fully engage with all stakeholders and to maximise uptake of the system.

In relation to data processing contracting arrangements, the successful supplier will be required to enter into a Data Processing Agreement (or terms containing the relevant data processing provisions) with Shire Services. Shire Services will then enter into a separate Data Processing Agreement with each school the System is installed at.

11. Exit Strategy

Shire Services requires an exit strategy to be in place that sufficiently details transition arrangements so as to ensure the continuous provision of the Service at the end of the Contract. The strategy must include options on how Shire Services can continue to manage the System during the transitional period of moving to a replacement System, identify any limitations and include options for handover of the data upon termination of the Contract. The strategy should include but not be limited to the provision of configuration details and handover timescales etc.

Upon termination of the Contract the successful supplier must ensure the Service is appropriately decommissioned, with relevant data being deleted and destroyed and Shire Services will require a written certificate confirming the date, time, place and means by which all data was deleted and destroyed. These activities must be in line with Data Protection Act 2018. This must only take place once Shire Services has confirmed in writing that the data be destroyed after the transitional period at the end of the contract; Shire Services will require a copy of specific information which can be stored appropriately in line with data retention for audit and financial regulations.

12. Business Continuity

Business Continuity Plan means the plan setting out the Suppliers proposed methodology to make sure of continuance of the Contract in the event of an emergency. The Civil Contingencies Act 2004 requires Shire Services to maintain plans to make sure it can continue to perform all of its ordinary functions in the event of an emergency. Organisations providing services or goods which underpin Shire Servicess service provision must be able to continue to provide those services or goods in the event of an emergency.

The Supplier shall use its reasonable endeavours to;-

A. Prepare a robust Business Continuity Plan that makes sure of the continuation of this Contract.
B. Upon request, to disclose to Shire Services the contents of its Business Continuity Plan (including any revisions made to it from time to time).
C. Allow Shire Services at its discretion from time to time to monitor the business continuity arrangements.
D. Notify Shire Services if an incident occurs which activates the Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and
E. Provide Shire Services with the details of any incident which resulted in the activation of the Business Continuity Plan and any consequential amendments made to the processes and/or procedures afterwards.

13. Accessibility Regulations

The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018 apply for new, existing or outsourced public sector websites and mobile apps. The deadline for meeting them was 23 June 2021.

https://www.legislation.gov.uk/uksi/2018/852/contents/made

The currently required accessibility standard is WCAG 2.1 AA, though this requirement will be updated as and when newer versions of the WCAG standard are adopted. These regulations apply to any service that is accessed by staff and/or the public through a web browser, or by the public through a mobile app.

https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps

All websites and apps must be accessible and publish an accessibility statement.

https://www.gov.uk/government/publications/sample-accessibility-statement

Access to Saffron and support channel is enabled, via the latest version of the following broswers - MicroSoft Edge, Firefox, Chrome & Safari, through a pre-configured user profile (inc. user name and password) managed by the customer's system administrator(s), with the option for 2-Factor authentication that presents the assigned functionality to the user via a web user interface.

SAML2 & oAuth2; please note Saffron is hosted in Amazon Web Services

Access to Saffron Check is pre-designated based upon the site where the user works and accessed via the iOS or android app

Section 6 – Sign Off and Completion

1. General

1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact YPO's or The Customer's designated contact point as detailed in section 12, if you have any doubt as to what is required or will have difficulty in providing the information requested.

1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the goods and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.

1.3 All material issued in connection with this further competition shall remain the property of YPO and/or The Customer and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to YPO and/or The Customer or securely destroyed by the Tenderer (at YPO's and/or The Customer's option) at the conclusion of the procurement exercise.

1.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

1.5 The Tenderer shall not make contact with any other employee, agent or consultant of YPO or the Customer who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by YPO.

1.6 YPO and/or The Customer shall not be committed to any course of action as a result of:

- issuing this further competition or any invitation to participate in this procurement exercise;
- an invitation to submit any Response in respect of this procurement exercise;
- communicating with a Tenderer or a Tenderers representatives or agents in respect of this procurement exercise; or
- any other communication between its employees or YPO and/or The Customer (whether directly or by its agents or representatives) and any other party.

1.7 Tenderers shall accept and acknowledge that by issuing this further competition, YPO and/or The Customer shall not be bound to accept any Tender responses and reserves the right not to conclude a Call-Off Contract for some or all of the goods/services for which Tenders are invited.

1.8 The Customer reserves the right to amend, add to or withdraw all, or any part of this further competition at any time during the procurement exercise.

2 Confidentiality

2.1 The contents of this further competition are being made available by YPO and the Customer on condition that:

2.1.1 Tenderers shall at all times treat the contents of the further competition and any related documents (together called the 'Information') as confidential, save insofar as they are already in the public domain.

2.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

2.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

1.1.4 Tenderers shall not undertake any publicity activity within any section of the media.

1.1.5 Tenderers may disclose, distribute or pass any of the Information to the Tenderers advisers, sub-contractors or to another person provided that either:

2.1.5.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

2.1.5.2 The Tenderer obtains the prior written consent of YPO **and** The Customer in relation to such disclosure, distribution or passing of Information; or

2.1.5.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Call-Off Contract arising from it; or

2.1.5.4 The Tenderer is legally required to make such a disclosure.

2.2 YPO and/or The Customer may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and YPO and/or The Customer may make any of the further-competition documents available for private inspection by its officers, employees, agents or advisers. YPO and/or The Customer also reserve the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs 3.1 to 3.4 below).

3 Freedom of Information

3.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), YPO and/or The Customer may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations (EIR) be required to disclose information submitted by the Tenderer to YPO and/or The Customer.

3.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

3.2.1 Clearly identify such information as commercially sensitive;

3.2.2 Explain the potential implications of disclosure of such information; and

3.2.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

3.3 Where a Tenderer identifies information as commercially sensitive, the Parties will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, YPO and/or The Customer may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, YPO and/or The Customer is required to form an independent judgment concerning

whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, YPO and/or The Customer cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

3.4 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to YPO and The Customer and the Tenderer should not attempt to answer the request without first consulting with YPO and The Customer.

4 Tender Validity

4.1 Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

5 Preparation of Tender

5.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will YPO, The Customer, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

5.2 Tenderers are required to complete and provide all information required by the YPO and/or The Customer in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the further competition may lead The Customer to reject a Tender Response.

5.3 YPO and/or The Customer relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

5.4 Tenderers should notify YPO and The Customer promptly of any perceived ambiguity, inconsistency or omission in this further competition, any of its associated documents and/or any other information issued to them during the procurement process.

6 Submission of Tenders

6.1 The Tender must be submitted in the form specified in the Form of Tender instructions.

6.2 YPO and/or The Customer may at its own absolute discretion extend the closing date and the time for receipt of Tenders.

6.3 Any extension granted under paragraph 6.2 will apply to all Tenderers.

6.4 The Tender and any documents accompanying it must be in the English language.

6.5 Price and any financial data provided must be submitted in or converted into pounds sterling unless otherwise stated. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided and all documents supplied in English.

6.6 **Tenders must be received** via the YPO e-procurement system, no hard copies will be accepted. It is advised that tenderers must allow enough time before the deadline in order to allow their submission to be uploaded on time.

6.7 YPO and/or The Customer does not accept responsibility for the premature opening or mishandling of Tender Samples (if requied) that are not submitted in accordance with these instructions.

7 Canvassing

7.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of YPO or The Customer concerning the establishment of the Call-Off Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

8 Disclaimers

8.1 Whilst the information in this Further Competition, Due Diligence Information and supporting documents, has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

8.2 Neither YPO, The Customers nor their advisors, directors, officers, members, partners, employees, other staff or agents:

8.2.1 makes representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Further Competition; or

8.2.2 accepts any responsibility for the information contained in the Further Competition or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

8.3 Any persons considering making a decision to enter into contractual relationships with The Customer following receipt of the Further Competition should make their own investigations and their own independent assessment of The Customer and its requirements for the goods and should seek their own professional financial and legal advice.

8.4 Any Call-Off Contract concluded as a result of this further competition shall be governed by English law.

9 Collusive Behaviour

9.1 Any Tenderer who:

(a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

(b) communicates to any party other than YPO, or The Customer the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

(c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

(d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

(e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to The Customer and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

10 No Inducement or Incentive

10.1 The further competition is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into a Call-Off Contract or any other contractual agreement.

11 Acceptance and Admission to the Call-Off Contract

11.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by The Customer and YPO or The Customer confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days or such other time limit that may be notified to the Tenderer of being called upon to do so by The Customer execute the order form or Call-Off contract in such amended form as may subsequently be agreed.

11.2 The Customer shall be under no obligation to accept the lowest or any Tender.

12 Contacts/Queries Relating to the Tender

12.1 All requests for clarification about the requirements or the process of this procurement exercise should be raised through YPOs e-procurement system under the discussions tab. Alternatively tenderers may contact YPO's Contracts Department on 01924 885929 or e-mail contracts@ypo.co.uk if you have any issues accessing YPOs e-procurement system. All communications should be clearly headed with the tender title and reference and include the name, contact details and position of the person making the communication.

12.2 In order to ensure equality of treatment of Tenderers, YPO and/or The Customer intends to publish the questions and clarifications raised by Tenderers together with YPO's and/or The Customer's responses to all participants.

12.3 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if YPO and/or The Customer at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and YPO's and/or The Customer's response, they will:

12.3.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with YPO's and/or The Customer's response to be circulated to all Tenderers; or

12.3.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

12.4 YPO and/or The Customer reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

13 Amendments to Tender Documents

13.1 At any time prior to the deadline for the receipt of Tenders, YPO and/or the Customer may modify the further competition by amendment. Any such amendment will be numbered and dated and issued by YPO and/or The Customer to all prospective Tenderers allowing reasonable time for the change to be taken into account. This may require an extension to the Deadline for receipt of Tenders, please refer to section 6.2.

14 Late Tenders

14.1 Any Tender received after the date and time stated in Section 2, paragraph 3.2 “Timescales” may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

15 Proposed Amendments to the Call-Off Contract by the Tenderer

15.1 The Customer will consider proposed amendments strictly on their merits and within the limits imposed in the further competition. **The Customer shall only consider amendments to the call-off Terms and Conditions during the Clarification Question stage of the tender process. Any provider raising queries outside of this period or submitting amendments with their tender submission will be deemed to have failed this mandatory criteria resulting in them being disqualified and their tender submission not being evaluated further. Where a tenderer wishes to suggest an amendment they should provide the clause reference, the part of the clause that they would like to amend and provide suggested wording.**

15.2 The Customer does not bind themselves to accepting any amendments, however, the Customer will consider any suggested amendments and will notify tenderers as to whether or not the suggested amendments are accepted or not. Where YPO makes changes to the terms and conditions as a result of the proposals received it will circulate the amended terms and conditions to all Tenderers.

16 Modification and Withdrawal

16.1 Tenderers may modify their Tender prior to the deadline date and time via the e-tendering system. No Tender may be modified after the deadline date and time for submission of tenders has passed.

16.2 Tenderers may withdraw their Tender at any time prior to the Deadline for submission or any other time prior to accepting the offer of a contract via the e-tendering system.

17 Right to Reject/Disqualify

17.1 YPO and/or The Customer reserves the right to reject or disqualify a Tenderer where:

(a) the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or

(b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or

(c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and/or

(d) the Tenderer fails to demonstrate their ability to satisfy the selection criteria (Section 3); and/or

(e) the Tenderer fails to demonstrate their ability to satisfy the mandatory technical and commercial requirements (Section 5)

18 Right to Cancel, Clarify or Vary the Process

18.1 YPO and/or The Customer reserves the right to, without any liability to the Tenderer:

(a) amend the terms and conditions of the Invitation to Tender process,

(b) cancel the evaluation process at any stage; and/or

(c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being accepted)

Better value, delivered.

[redacted]

[redacted]

RE: INVITATION TO TENDER – Tender Ref: 0001002 – Further Competition for the Provision of a Kithcen Management and Ordering System

FTS Contract Notice Reference Number: ICT23-1002-Shropshire Council -190923

This is an Award Decision Notice in accordance with Regulation 86 of the Public Contracts Regulations 2015.

Further to the recent tender exercise undertaken and completed by YPO, I am pleased to inform you that YPO accepts your tender submission for the fulfilment of the above Framework Agreement for the following **Lot 2**

In accordance with Regulation 86 and 87 of the Public Contract Regulations 2015 contracting authorities are obliged to introduce a "standstill" period of 10 days between selecting a winning bidder and entering into a binding agreement.

The award criteria for this contract were set out in full in Further Competition Template with Quality accounting for 20%, Implementation, Responsiveness and Customer Service 30% , Social Value for 10% of the total marks and price accounting for 40% of the total marks.Your scores were as follows;

YPO
41 Industrial Park
Wakefield WF2 0XE

T: 01924 834 834
F: 01924 834 926
E: contactus@ypo.co.uk

www.ypo.co.uk

[redacted]

For your further information we would confirm that your quality, social value and product testing submission was scored against the published 0-5 scoring scheme and the stated award criteria and received the marks as set out on the table below. We have also included some commentary to the marks:

[redacted]

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[redacted]

Providing that YPO do not receive any legal/procedural objections from unsuccessful candidates during the next 10 days ending at midnight on 14th December 2023, the Framework Agreement will commence on 1st January 2024. YPO will inform you immediately if there is any reason that this agreement will not commence on the given date, due to the aforementioned circumstances.

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Wakefield WF2 0XE

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[redacted]

The Framework Agreement governing this arrangement has been attached. Please sign Schedule 8: Retrospective Payments, Schedule 9: Framework Agreement Signature Page and attach the following documents:

- This award notification is subject to the executing of the contract document and you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-
  - The insurance does not contain any exclusions, which would void the policy in relation to this contract.
  - Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
  - Confirmation that there have been no erosion through claims made to the limits of indemnity.
  - Confirmation that all premiums due have been paid together with the date of renewal.
- The processes that you have in place to check whether any of your sub-contractors have been convicted or had a notice served upon them for infringement of environmental legislation.
- Up to date Health and Safety Policy that complies with current legislative requirements.
- Up to date Ethical Sourcing Policy, relating to the requirements of the tender.
- Up to date Standards or Certificates requested as part of the Mandatory Requirements for the tender. Cyber Essentials Plus and ISO 27001

Please send the completed framework and additional documents to contracts@ypo.co.uk. The award is subject to YPO receiving the signed Framework Agreement midnight on 14th December 2023.

In accordance with YPO's environmental values, we would request that NO hard copy Framework Agreements are sent to YPO. Any hard copies received will be scanned into the system then destroyed. If your organisation wishes to receive a full signed copy of the Framework Agreement, this will be sent electronically.

If you would like to have a debriefing session, we will arrange one within 15 days of your request.

Yours sincerely

Better value, delivered.

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