

## Request for Proposal (RFP)

For: An indoor location tracking and navigation system for the Birkbeck College Estate on Malet Street and surrounding areas

Date: 16 November 2020

## 1 Overview of Birkbeck College

- 1.1 In 1823 George Birkbeck founded the London Mechanics' Institute, an avowedly radical institution with a vision to open up university education to working Londoners. Just under a hundred years later, in 1920, Birkbeck College was incorporated in to the University of London. Today, almost 200 years since it was founded, Birkbeck remains true to George's mission, 'to ensure the universal dissemination of the blessings of knowledge'.
- 1.2 Birkbeck, University of London, is a world-class research and teaching institution, a vibrant centre of academic engagement and excellence and London's only specialist provider of evening higher education. Where once we were known solely for our part-time courses and mature students, today we have a wider mix. Of our current cohort of new undergraduates, just under half are from Black and Minority Ethnic backgrounds and over a third qualify for the College's generous package of financial support for students from lower income backgrounds; students range from school leavers to retired learners, but the largest group consists of working Londoners in their 20s and 30s.
- 1.3 Undergraduates study in the evening for a degree at a pace that suits them, across three, four or six years, with major recent growth coming via the three-year UCAS entry route, which has grown from zero to over 3000 students in the past six years. We are also a major provider of academic and professional postgraduate education, with the sixth largest cohort of home and European postgraduate students in the UK. Like our undergraduate degrees, our Master's courses are also taught predominantly in the evenings, with one, two and in some areas, three-year pathways, and flexible payment options. We have 13,500 students studying for Certificates of Higher Education, Degrees with Foundation Years, BA/BSc/ and LLB degrees and Master's degrees across our five schools. We also have hundreds of researchers studying with us and deliver a range of over 180 short courses every year.
- 1.4 But while Birkbeck has its roots firmly in London, we are recognised on a global stage. The Times Higher Education World University rankings 2019 placed Birkbeck among the world's top 400 universities overall and we are in the top 350 universities in the QS University world rankings. Philosophy and English at Birkbeck are ranked in the world's top 100 according to QS, whilst History, Psychology and Law are all ranked in the world's top 150.
- 1.5 Birkbeck's reputation as a world-class research-intensive institution was cemented by the Research Assessment Framework in 2014. Birkbeck was 30th in the UK for research, with 73% of our research rated 'world leading' or 'internationally excellent'. We are home to over 40 research and specialist institutes and among the awards our research has won in recent years are the Queen's Anniversary Prize for excellence in higher education at the Centre for Brain Function and Development.

- 1.6 This unique combination of ground-breaking research and innovative teaching provides an inspirational learning experience for our students; we have consistently ranked in the top five in London for teaching and student satisfaction in the National Student Survey.
- 1.7 Birkbeck's main Bloomsbury campus is in the heart of academic London, home to a number of other universities and colleges of the University of London, including University College London and the School of Oriental and African Studies. We are situated among beautiful, leafy squares in one of the world's greatest concentrations of libraries, including the British Library and Senate House Library. Across the city in east London, we offer courses at University Square in Stratford. Both our campuses are well-served by public transport.

## 2 Introduction and background

- 2.1 During the COVID-19 pandemic the health and wellbeing of students and staff members remains the top priority for Birkbeck College. To this end, Birkbeck College guaranteed that all students will be able to complete the academic year through its online learning platform. Access to as many of campus facilities as COVID-19 constraints allow will be made available.
- 2.2 Birkbeck College designed this balanced approach to safeguard the student educational experience and ensure that all students can engage with the Birkbeck community in cases of local and general lockdowns, or when students are required to self-isolate, need to shield from the coronavirus or unable to travel to the Birkbeck Estate. This also ensures continuity of studies if personal or professional circumstances are affected or change.
- 2.3 Planning towards the following academic year suggests that despite a high likelihood that large-scale vaccination will considerably reduce the risk associated with COVID-19 inflection, building capacity restrictions will still be in place for part of or for the full 2021/22 academic year.
- 2.4 Birkbeck College plans to develop an indoor localisation system for its estate on Malet Street and the surrounding area. The purpose of the system is to provide audit and evidence for the NHS COVID-19 Track and Trace operation towards safe re-opening of facilities for face to face learning I combination with rapid PCR (polymerase chain reaction) tests or equivalent amplification technologies that can detect traces of the virus' genetic material in nasal or throat swabs within 15 minutes.
- 2.5 The purpose and scope of this RFP and supporting documents is to explain in further detail the requirements of Birkbeck College and the procurement process for submitting a tender proposal.

## 3 Tender conditions and contractual requirements

This section of the RFP sets out the Birkbeck College's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

#### 3.1 Contracting requirements

- 3.1.1 The contracting authority is Birkbeck College which includes any subsidiary companies and other organisations that control or are controlled by Birkbeck College.
- 3.1.2 Birkbeck College's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) ("Contract"). By submitting a tender response, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.
- 3.1.3 The Contract awarded will be for a duration of up to 6 months.
- 3.1.4 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this RFP by the Clarification Deadline (as defined below in the Timescales section of this RFP). Following such clarification requests, Birkbeck College may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

#### 3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Birkbeck College policies relevant to the goods and/or services being supplied. All relevant Birkbeck College policies that suppliers are expected to comply with can be found on Birkbeck College website (<a href="http://www.bbk.ac.uk/about-us/policies/corporate-policies">http://www.bbk.ac.uk/about-us/policies/corporate-policies</a>). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

#### 3.3 General tender conditions ("Tender Conditions")

- 3.3.1 <u>Application of these Tender Conditions</u> In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this RFP and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this RFP.
- 3.3.2 <u>Third party verifications</u> Your tender response is submitted on the basis that you consent to Birkbeck College carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by Birkbeck College for such purposes.
- 3.3.3 <u>Information provided to potential suppliers</u> Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the RFP and the supporting documents and in any related written or oral communication is believed to be correct at the time Birkbeck College warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Birkbeck College.
- 3.3.4 <u>Potential suppliers to make their own enquires</u> You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify Birkbeck College promptly of any perceived

ambiguity, inconsistency or omission in this RFP and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

- 3.3.5 Amendments to the RFP At any time prior to the Response Deadline, Birkbeck College may amend the RFP. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of Birkbeck College, be extended.
- 3.3.6 <u>Compliance of tender response submission</u> Any goods and/or services offered should be on the basis of and strictly in accordance with the RFP (including, without limitation, any specification of Birkbeck College's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by Birkbeck College as part of this Procurement Process.
- 3.3.7 <u>Format of tender response submission</u> Tender responses must comprise the relevant documents specified by Birkbeck College completed in all areas and in the format as detailed by Birkbeck College in Annex 2 (Supplier Response). Any documents requested by Birkbeck College must be completed in full. It is, therefore, important that you read the RFP carefully before completing and submitting your tender response.
- 3.3.8 <u>Modifications to tender response documents once submitted</u> You may modify your tender response prior to the Response Deadline by giving written notice to the Birkbeck College. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.
- 3.3.9 <u>Rejection of tender responses or other documents</u> A tender response or any other document requested by Birkbeck College may be rejected which:
  - contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender 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 Birkbeck College forming part of the RFP;
  - contains any caveats or any other statements or assumptions qualifying the tender response that are
    not capable of evaluation in accordance with the evaluation model or requiring changes to any
    documents issued by Birkbeck College in any way;
  - is not submitted in a manner consistent with the provisions set out in this RFP;
  - is received after the Response Deadline.
- 3.3.10 <u>Disqualification</u> If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this RFP, and/or in any supporting documents, entitling Birkbeck College to reject a tender response apply and/or if you or your appointed advisers attempt:
  - to inappropriately influence this Procurement Process;
  - to fix or set the price for goods or services;
  - to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
  - to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted; or
  - to collude in any other way
  - to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
  - to obtain information from any of the employees, agents or advisors of Birkbeck College concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

Birkbeck College shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that Birkbeck College shall have no liability to a disqualified potential supplier in these circumstances.

- 3.3.11 <u>Tender costs</u> You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the "Liability" Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from Birkbeck College any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.
- 3.3.12 Rights to cancel or vary this Procurement Process By issuing this RFP, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Birkbeck College is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP but Birkbeck College reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.
- 3.3.13 <u>Consortium Members and sub-contractors</u> It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this RFP.
- 3.3.14 <u>Liability</u> Nothing in these Tender Conditions is intended to exclude or limit the liability of Birkbeck College in relation to fraud or in other circumstances where Birkbeck College's liability may not be limited under any applicable law.

### 4 Confidentiality and Information Governance

- 4.1 All information supplied to you by Birkbeck College, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless Birkbeck College has given express written consent to the relevant communication.
- 4.3 This RFP and its accompanying documents shall remain the property of Birkbeck College and must be returned on demand.
- 4.4 Birkbeck College reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, Birkbeck College. Birkbeck College further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by Birkbeck College in accordance with such rights reserved by it under this paragraph.
- 4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies apply to Birkbeck College (together the "**Disclosure Obligations**").
- 4.6 You should be aware of Birkbeck College's obligations and responsibilities under the Disclosure Obligations to disclose information held by the Birkbeck College. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by Birkbeck College under the Disclosure Obligations, unless Birkbeck College decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Annex 2 (Supplier Response), you must provide clear and specific detail as to:
  - the precise elements which are considered confidential and/or commercially sensitive;
  - why you consider an exemption under the FOIA or EIR would apply; and
  - the estimated length of time during which the exemption will apply.
- 4.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process, you agree that Birkbeck College should not and will not be bound by any such markings.
- 4.9 In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that Birkbeck College 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 Birkbeck College, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to Birkbeck College on the basis that it may be disclosed under the Disclosure Obligations if Birkbeck College considers that it is required to do so and/or may be used by Birkbeck College in accordance with the provisions provision of this RFP.

- 4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with Birkbeck College's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on Birkbeck College's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.
- 4.11 Compliance with the provisions of the General Data Protection Regulation (GDPR) is required independently of the outcome of Brexit negotiations and any provisions agreed to the extent that such provisions are lawful in the UK.

# 5 Tender Validity

5.1 Your tender response must remain open for acceptance by Birkbeck College for a period of sixty days from the Response Deadline. A tender response not valid for this period may be rejected by the Birkbeck College.

# 6 Payment and Invoicing

- 6.1 Birkbeck College will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to Birkbeck College must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for Birkbeck College include:
  - A description of the good/services supplied is included.
  - Birkbeck College Purchase Order number is included.
  - It is sent electronically via email in PDF format to <a href="mailto:invoices@bbk.ac.uk">invoices@bbk.ac.uk</a>. Delivery of invoices by any other means will not be accepted.

## 7 Specification

Please refer to 14.2 Award Criteria. We expect submissions to tell us about your skills and experience of similar roles and projects (Quality); how you will approach the project (Methodology and approach); your ability to meet the proposed timeline / location requirements (Delivery time); and proposed costings (Commercial).

#### 7.1 **Overview of project:**

Birkbeck College plans to develop an indoor localisation system for its estate on Malet Street and the surrounding area. The purpose of the system is to provide audit and evidence for the NHS COVID-19 Track and Trace operation towards safe re-opening of facilities for face to face learning I combination with rapid PCR (polymerase chain reaction) tests or equivalent amplification technologies that can detect traces of the virus' genetic material in nasal or throat swabs within 15 minutes.

This system is expected to be used as part of the College's reopening strategy and is expected to operate in the above manner for approximate 18 months depending on the success of large-scale vaccination in the UK. In particular, it is expected that

The system will remain in place beyond the period during which it will be used for COVID-19 Track and Trace purposes. Its continued use will be in the provision of updated and novel student services an indicative list of which is provided below:

- (i) turn-by-turn navigation between any two locations within the College Estate notably from the entrance to a Birkbeck building to the classroom where the student is attending a live session next:
- (ii) attendance monitoring to replace the existing system based on readers and the student ID card;
- (iii) assistive services to blind and partially sighted students and members of staff with special focus of safety;
- (iv) asset tracking of high value College property;
- (v) inspection verification of public spaces by cleaning and security staff; and
- (vi) automatic localisation of emergency calls across the Estate

End user services shall be provided via a smartphone app which will be made available by the College to all students and staff free of charge. Participation to the system will be mandatory during the COVID-19 pandemic to enter the Estate but optional thereafter. The system shall fully integrate with current and future College IT systems including student records, timetabling (TRM) and BIM.

#### 7.2 Key system features and requirements:

- Localisation shall be enabled across all indoor space of the Estate;
- Localisation performance shall provide accuracy of at least 2 meters and precision of at least 95%;
- All measurements relating to location sensing shall be performed by the device carried by the student, member of staff or visitor;
- Location estimation may be performed by the device or in the network, a cloud-based solution in the latter case is acceptable;
- Preferably, the localisation solution shall not require the installation of new network or sensing equipment on the premises or extensive modifications to the buildings of the Estate;
- Location accuracy and precision shall not be affected by high density group gatherings and/or the operation of computing and networking infrastructure;
- The system shall record the user location a 10 second intervals while present within the indoor spaces of the Estate;
- The system shall provide a user app for Android and iOS to carry out all user tasks and interactions;
- The system shall provide a personalised user experience and authentication with an official Birkbeck student, staff or visitor account;
- The system shall provide co-presence calculations with a temporal accuracy of 30 seconds;
- The system shall provide co-presence calculations with full awareness of building features notably room boundaries formed by walls;

- This system shall provide navigational assistance including turn-by-turn guidance to lecture rooms allocated to specific modules;
- This system shall provide navigational assistance in multiple forms including audio/speech and interactive maps;
- The system shall identify proximity of particular users to landmark locations such as rooms, hallways, gates and so forth;
- The system shall be able to match locations with associated metadata such as module codes and/or event bookings;
- The system shall integrate with the Birkbeck Student Information System (BSIS) to access personal information for students and staff;
- The system shall integrate with the Teaching and Resource Management (TRM) system to obtain class and timetabling information associated with individual users;
- The system shall integrate with Birkbeck Tableau to record class attendance;
- The system may integrate with the Security and Asset Management system to retrieve and record information;
- The system shall implement state-of-the-art security measures;
- The system shall implement privacy enhancing technologies in accordance with the GDPR.

The successful contractor shall contribute to the formulation of Birkbeck College policies as related to the development and the lawful operation of the systems:

- (1) In collaboration with the Birkbeck College Data Protection Officer, to conduct a Data Privacy Impact Assessment (DPIA) to assess risks and provide mitigations with special attention to the implications of location data;
- (2) In collaboration with the Head of IT Infrastructure of the Information Technology Services to prepare specifications for required modifications (if any) of existing Birkbeck College systems including BSIS, TRM and e-Registers;
- (3) In collaboration with the Director of Estates and Facilities to plan for modifications in Estate infrastructure and buildings (if any).

#### 7.3 **Duration**

The anticipated duration of the project is 60 days between March 2021 - May 2021. It is anticipated that a significant proportion of this time will be spent on site at the Birkbeck College Estate.

## 7.4 Other points:

The contractor will be an independent agent, and will not present as a Birkbeck College employee or speak on its behalf.

The contract owner at Birkbeck College will have weekly meetings to provide feedback.

## 7.5 **Budget**

The approximate budget for this contract will be £120,000 + VAT. If cloud-based services are incorporated in the solution, their cost should not exceed £20,000 + VAT per annum.

# 8 Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in Birkbeck College's specification forming part of this RFP. A failure to comply with one or more mandatory requirements or constraints shall entitle Birkbeck College to reject a tender response in full.

# 9 Qualification Requirements

9.1 Not Required.

# 10 Key background documents and further information

- 10.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this RFP and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the RFP will not apply.
- 10.2 Birkbeck College Estates and Facilities information is available at:

http://www5.bbk.ac.uk/ef/information/maps/roomnum.shtml

10.3 Birkbeck College corporate policies and procedures including ITS and data protection, and safety, security and risk are available at:

http://www.bbk.ac.uk/about-us/policies/corporate-policies

# 11 Timescales

11.1 Subject to any changes notified to potential suppliers by Birkbeck College in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
RFP Issued to bidding suppliers	16 November 2020
Deadline for clarification questions (Clarification Deadline)	11 December 2020
Birkbeck College to respond to clarification questions	18 December 2020
Deadline for submission of RFP responses by potential suppliers ( <b>Response</b>	11 January 2020
Deadline)	
Final Decision	22 February 2021
Contract concluded with winning supplier	26 February 2021
Contract start date	1 March 2021

### 12 Instructions for Responding

12.1 The information that must be submitted to form your tender response are listed at Annex 2 (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted via moodle.bbk.ac.uk by the **Response Deadline**, as set out in the Timescales section of this RFP using the following link:

https://moodle.bbk.ac.uk/mod/assign/view.php?id=982702

12.2 The following requirements should be complied with when summiting your response to this RFP:

- Please ensure that you submit your response in good time to prevent issues with technology late tender responses may be rejected by the Birkbeck College.
- Do not submit any additional supporting documentation with your RFP response except where specifically requested to do so as part of this RFP. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of Birkbeck College).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this RFP or its Annexes, all tender responses should be in the format of the relevant Birkbeck College requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Birkbeck College requirement as part of your tender response will
  invalidate your tender response to that requirement and for evaluation purposes you shall be
  deemed not to have responded to that particular requirement.
- Responses should concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

### 13 Clarification Requests

- 13.1 All clarification requests should be submitted to <a href="mailto:g.roussos@bbk.ac.uk">g.roussos@bbk.ac.uk</a> by the Clarification Deadline, as set out in the Timescales section of this RFP. Birkbeck College is under no obligation to respond to clarification requests received after the Clarification Deadline.
- 13.2 Any clarification requests should clearly reference the appropriate paragraph in the RFP documentation and, to the extent possible, should be aggregated rather than sent individually.
- 13.3 Birkbeck College reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If Birkbeck College considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to Birkbeck College responding to all potential suppliers.
- 13.4 Birkbeck College may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to Birkbeck College by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

#### 14 Evaluation Criteria

14.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

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**Stage 2:** If a bidder succeeds in passing Stages 1 of the evaluation, then it will have its detailed tender response to Birkbeck College's requirements evaluated in accordance with the evaluation methodology set out below. Information provided as part of Qualification Questionnaire (*if used*) responses may also be verified as part of this stage.

14.2 <u>Award Criteria</u> – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Evaluation Criteria	Weighting
Quality	30%
Methodology and approach	15%
Delivery time	25%
Commercial	30%

14.3 <u>Scoring Model</u> – Tender responses will be subject to an initial review at the start of Stage 3 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by Birkbeck College for all criteria other than Commercial using the following scoring model:

Points	Interpretation
10	<b>Excellent</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.
7	<b>Good</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidder's failure to provide all information at the level of detail requested.
5	Adequate – Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.

- Poor The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.

  Unacceptable The response is non-compliant with the requirements of the RFP and/or no response has been provided.
  - 14.4 <u>Commercial Evaluation</u> Your "Overall Price" (as calculated in accordance with requirements of Annex 3 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by Birkbeck College as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by Birkbeck College as part of the pricing approach, Birkbeck College may reject the full tender response at this point. Birkbeck College may also reject any tender response where the Overall Price for the goods and/or services is considered by Birkbeck College to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest "Overall Price". Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.
  - Moderation and application of weightings The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.
  - The winning tender response The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire (*if used*). If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Qualification Questionnaire (*if used*) as a party prepared to provide such information, is not provided in accordance with any timescales specified by Birkbeck College and/or any evidence reviewed by Birkbeck College (whose decision shall be final) does not demonstrate compliance with any such requirement, Birkbeck College may reject that tender response in full and disqualify the potential winning supplier from the Procurement Process at that point.