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| **Invitation and Instructions to Tender – Provision and Ongoing Support of a Digital Identity Solution** | |
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| **Tender Ref: CP17/05/532** | |
|  | |
| **Issue Date: 4th August 2017**  **Submission Date and Time: 25th August 2017 @ 13:00** | |
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States_CMYK

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# Introduction

This document is issued and will be managed as an open, competitive tender. This includes the background to both the States of Jersey, the project and the scope of the requirement,

associated timelines and high level assessment weightings and gateway process.

Tenderers are strongly advised to thoroughly review this invitation to tender and associated documents along with the instructions relating to how to return a fully compliant tender. Failure to comply may result in any tender being discounted.

Any questions or communications relating to this tender shall be directed through the States of Jersey tender portal unless advised otherwise.

# Background

## States of Jersey

The States of Jersey (the Authority) is the government ([www.gov.je](http://www.gov.je/)) of the Island of Jersey and is responsible for the management of the Island’s finances and operation of its public services. Jersey does not sit within the European Union but as a Public Sector body, it applies the principle of transparent procurement practices in accordance within the boundaries of its own laws and financial regulations.

The Government employs in the region of 6,500 staff and is currently organised into the following Ministerial Departments: -

* Chief Ministers (CMD)
* Economic Development, Tourism, Sport and Culture
* Community and Constitutional Affairs
* Health & Social Services (HSSD)
* Non‐Ministerial
* Environment (DoE)
* Social Security (SSD)
* Department for Infrastructure (DfI)
* Treasury & Resources (T&R)

The functions of the Departments follow similar roles to the UK Government but on a smaller scale, with diverse requirements.

## The Parishes

Jersey has twelve Parishes. A Parish is a corporate body separate from its Parishioners.

The governmental body for the Parish is the Parish Assembly, traditionally known as the "Assembly of Principals and Officers of the Parish".

# Requirement Background

## Problem Statement

The Authority wishes to introduce a range of online services where determining the user’s identity beyond reasonable doubt is necessary to prevent fraud and the disclosure of sensitive personal information to the wrong party.

Existing systems do not provide mechanisms for assuring the user’s identity to a sufficient level, and for new systems being procured the intention is to provide a consistent approach to identity verification and authentication, both for the convenience of the user and to avoid each new system independently taking a disparate approach.

Unlike some other jurisdictions but in common with the UK, Jersey does not have a national identity card. Islanders rely on either their passport or driving licence when they need to provide photographic identification. While these forms of identity serve Islanders adequately in a face-to-face setting there is currently no practical solution in place for them to assert their legal identity online.

## Options Considered to Date

The need for Jersey’s government to have a means to assure citizens’ identities online is not unique to the Island. There are similar initiatives at different levels of maturity in the majority of EEA member states and in the USA, Canada, Australia and New Zealand.

A team from the Authority has researched solutions from several other jurisdictions in order to establish whether it would be possible to replicate another nation’s existing solution for Jersey. The UK system, GOV.UK Verify has been researched the most due to the similarities between Jersey and the UK and the UK government’s willingness to openly share both its technical architecture and commercial framework with the desire that the public and private sector will adopt their scheme. For transparency, key learnings from that research is available publicly.

While productive discussions have taken place with other jurisdictions, the Authority has learnt that any solution for Jersey must take into account the different scale of Jersey’s population and other practical, cultural and technical differences. None of the research undertaken should be interpreted as the Authority favouring any one technology, solution or approach. Indeed, with exposure to an increasing variety of solutions over the course of two years the Authority has become increasingly open-minded.

### Examples of Specific Local Needs

As an example of the need for tenderers to take account of variances between Jersey and other jurisdictions is how Jersey administers driving licences.

In the UK the Cabinet Office provides the third-party identity providers in the GOV.UK Verify scheme with an API for integration with the Driver and Vehicle Licencing Authority (DVLA) and Her Majesty’s Passport Office (HMPO) for the verification of UK driving licences and passports.

Jersey issues its own driving licences. For tenderers to implement equivalent lookups against authoritative data would require the creation of an API to integrate with the single database that holds the data managed by the 12 parochial driving licence authorities that exist in Jersey, and negotiated access to the HMPO data. The architecture of GOV.UK Verify is based around a hub that connects the identity providers with relying party systems.

A further obstacle with the GOV.UK Verify model is that as Jersey is not a part of the UK it would be unable to connect to the GOV.UK Verify hub and so a Jersey equivalent would have to be built or procured.

### Open Identity Exchange white papers

Further details of research carried out to date can be found in a series of blog posts at <https://blog.gov.je/tag/digitalid/> and in the following reports published by the Open Identity Exchange:

1. <http://oixuk.org/wp-content/uploads/2016/09/SoJ-white-paper-v1.0.pdf> published June 2016
2. A white paper documenting the results of a subsequent alpha project, to be published on the oixuk.org site in August 2017

## Constraints

Some key constraints that any new scheme needs to take account of include:

### Customer Service Facilities

Since there is no national identity scheme in Jersey, there is no single facility within Jersey’s government currently capable of large-scale checking of Islanders’ existing identity documents and face-to-face issuance of new identity tokens for use online.

Jersey has a passport office where Jersey-born people and other British people residing on the Island may apply for a British passport. The office has 4½ staff and handles some 11,000 applications for new or renewed passports per year. Passport Officers are salaried according to Grade 7 of the [Jersey civil service payscale](https://www.gov.je/SiteCollectionDocuments/Working%20in%20Jersey/GD%20Civil%20Service%20pay%20scales%20pay%20scales%20JM%2007032017.pdf). The actual production and distribution of passports is carried out in the UK by HMPO.

The Social Security department has customer service facilities including a counter service that has typically four customer service agents available and a small call centre. These currently handle enquiries related to Social Security only but consideration is being given to expanding their role to handle enquiries on behalf of other government departments.

Other facilities that could potentially participate in identity checking and token issuance include the parish halls of the twelve parishes (<http://www.parish.gov.je/>) and the network of 21 post offices operated by Jersey Post (<http://www.jerseypost.com/tools/postoffice/>).

### Demographic Data

Tenderers may wish to know the percentage of the population that have forms of identity that could be used as part of a verification process. The Authority does not currently have accurate figures for the number of residents that have a valid passport, driving licence, smartphone or financial products that might be used in knowledge-based verification. A series of questions on this subject were included in the 2017 Jersey Opinions and Lifestyle Survey which is currently underway. The results of the survey will be published in November 2017. In the meantime, the Authority assumes that the Jersey population’s level of adoption of these is at least equivalent to the UK.

### Government Data

Authority departments, such as Health & Social Services (which provides a health service for Jersey independent of the NHS), Social Security, Taxes Office, Driver & Vehicle Standards and others hold various datasets containing data about Islanders that could potentially useful feeds into a digital identity service. There are technical and legal constraints involved in the potential use of the data for purposes beyond those for which it was collected. Jersey is currently preparing its own equivalent to the GDPR legislation including a new law governing how data is shared within the public sector. For the purposes of this procurement, potential suppliers should state their requirement for access to government-held data that would be necessary for their service to operate or that could enhance the service.

### Banks

The retail banks in Jersey are the same as the UK, i.e. HSBC, NatWest, Barclays, RBS, Lloyds and TSB. The local branches have limited autonomy and follow the policies of their UK head offices. As a result, there is limited or no scope for the banks to participate in a Jersey-only identity scheme.

### Credit Reference Agency Coverage

Jersey has different utility companies and mobile network operators than the UK – [Jersey Electricity](https://www.jec.co.uk/), [Jersey Water](https://www.jerseywater.je/), [Jersey Gas](http://www.jsygas.com/), [JT](http://www.jtglobal.com/Jersey/), [Sure](https://web.sure.com/jersey) and [Airtel-Vodafone](https://airtel-vodafone.com/). These companies do not share debtor information with the UK credit reference agencies (CRAs). Coverage of Islanders’ credit status from the retail banks appears to be patchier than in the UK. Data from Jersey’s electoral roll isn’t routinely shared with any CRAs – only when Islander provides written consent for the release of their electoral roll status by their parish to because they want to enhance their credit score with a particular CRA.

### Financial Services

‘Jersey eVID’ is a project led by the Chief Minister’s Department in conjunction with a working group from the Jersey Financial Services Commission, Jersey Finance and Digital Jersey. The project aim is to enhance the process for onboarding of clients through the use of technology across Jersey’s financial services sector. The project is predominantly working on establishing a level of identity verification that will be acceptable to the financial services industry and a route to achieving adoption across the entire sector.

It has become clear that this aim is sufficiently different to the eGov Digital ID project that they will be progressed separately, in parallel. There may be areas where it makes sense for the two projects to work closely together and so the respective teams will continue to collaborate.

## Legal Requirements for Working in Jersey

Bidders are reminded that there are specific laws that require compliance in order to operate in Jersey, or to deploy resources, on island. Bidders are advised to consider these as part of the operational and commercial proposals and specific attention should be given to the [Control of Housing and Work (Jersey) Law 2012](https://www.jerseylaw.je/laws/revised/Pages/18.150.aspx). In addition, the Tenderer shall consider whether they will require a Non-Resident Trading Licence:

[https://www.gov.je/_layouts/images/icpdf.png Download an application for a non-resident trading license](https://www.gov.je/SiteCollectionDocuments/Working%20in%20Jersey/F%20Application%20for%20Non-Resident%20Trading%20Licence%2020130628%20AM.pdf)

Suppliers are required to confirm that they fully understand and will comply with the above legislation and that compliance has been included within the commercial offer and pricing.

## Community Benefits

It is critical that a sustainable workforce for Jersey’s future is secured and unemployment reduced. In order to achieve this, there is a vital need for local employers to offer work, training opportunities and voluntary work placements to Islanders who are locally “entitled” to work. These opportunities serve both to improve the skills base and personal development to people who are unemployed and are seeking work and provide a platform for future business growth.

By contacting the Back to Work team ([www.gov.je/working/backtowork/pages/index.aspx](http://www.gov.je/working/backtowork/pages/index.aspx)) businesses can find information and support about employing and training an Island-based workforce. Evidence of engagement with government agencies and a clear intention to provide training and work opportunities could form part of contractual requirements.

# Specification and Scope of Work

## Contract Period

The Authority wishes tenderers to propose pricing based upon either or both of the following two contract terms:

1. A contract term of seven years
2. An initial contract term of five years with an option to extend for a further two years subject to acceptable commercial and operational and customer experience performance.

## Detailed Statement of Requirements.

### Appendix One

A detailed statement of requirements is contained at Appendix One.

### Security

The security requirements contained within the Statement of Requirements are a key consideration for Tenderers to address in any tender response. The security of all our customer’s data and identity as well as the wider system are of paramount importance to the Authority. To this end, the Authority needs to be satisfied that the required level of security compliance is achieved and can be independently verified prior to contract signature and throughout the life of any agreement.

### Testing

The successful supplier will test and provide evidence of the functionality prior to release to the Authority for user acceptance testing (UAT). End user testing will be completed by internal staff and some members of the public prior to system sign off. The model terms and conditions contain the approach that will be adopted.

### Training

The Authority will require the successful tender to provide adequate training and training material/medium/CBT include but not limited to the following:

* Establishing and configuring any solution
* Running and managing the solution
* All major refresh/upgrade/update
* End customer training to assist with adoption rates and customer satisfaction
* Data export at exit.

## Specification Compliance Evidence

Appendix Three contains the specification compliance matrix. Tenderers are required to complete and return this template as part of their tender response.

Following a review of the tender responses, there will be a requirement for reference checks and site visits to be undertaken to demonstrate compliance to the specification before any award can be considered.

Successful tenderers will also be expected to deliver on island presentations and demonstrations as required.

## Quality and Risk Management Strategies

The Authority requires evidence that the successful supplier has a quality control strategy and a risk management strategy in place to ensure that the solution meets its requirements and is delivered to time and price.

## Key Performance Indicators (KPIs)

The Authority and the successful tenderer shall agree a set of Key Performance Indicators as part of any binding agreement. These shall include but not be limited to the following:

* Adoption (number of users signed up)
* User satisfaction
* Transaction completion rate
* Number of RPs
* End user (customer) satisfaction with the Digital Identity service (as opposed to the Authority services accessed through it).

## Contract Management

The successful supplier shall provide a dedicated contract manager for the entire contract term. During the implementation phase, they shall be supported by a dedicated project team with regular project reviews held on island, potentially on a weekly basis.

As the contract and underlying service matures, service management reviews will be held on a monthly or quarterly basis. It is also possible that each quarterly meeting shall also serve as an executive review where strategic issues and initiatives will be discussed between the Authority and the Contractor.

## Exit

The successful supplier shall provide support during the exit period at the end of the agreement, however this arises. The model contract contains a generic schedule that contains how exit will be managed.

## Terms and Conditions

The following model agreement will form the basis of any agreement. Tenderers are required to confirm acceptance or provide a marked up version with any areas requiring amendment and the narrative explaining the rationale. Adherence to terms and conditions will be reviewed as part of tender assessment



Tenderers are at liberty to propose alternative model terms and conditions and these shall be appended to any proposal. However, tenderers should note that any alternative model contract will be assessed as part of the evaluation stage with the following aspects being of specific interest:

1. Timeliness of delivery
2. Liability
3. Price Certainty
4. IPR
5. Risk
6. Breach
7. Termination

## Supply Jersey

The Authority is implementing a web-based Procure to Pay system called ‘Supply Jersey’ to improve the way we transact with our suppliers. The system includes a supplier portal which allows suppliers to easily view purchase orders, acknowledge orders and submit invoices for all States departments; reducing processing times whilst improving communication and accuracy. The system also allows the Authority to store supplier catalogues and agreed pricing electronically, from which we can generate purchase orders against the agreed contract pricing.

It will be mandatory for Suppliers to transact with the Authority through the Supply Jersey portal. As part of this contract all suppliers shall agree to register on Supply Jersey, create and maintain their own catalogue (where applicable).

Further details on Supply Jersey are available at [www.gov.je/supplyjersey](http://www.gov.je/supplyjersey).

# Pricing Schedule

## Tender Pricing Format

Tenderers shall set out their pricing in accordance with the imbedded template below.

***Please submit all pricing as a separate document from your main tender response using the template in Appendix Four. Your tender response, executive summary and any supporting proposal or documentation shall not refer to pricing in any way. All commercial information shall only be included with the ITT Pricing Submission.***

## Payment Schedule

Contract payments for establishing the services shall be made against pre-determined Contract Milestones. These will be triggered by formal acceptance by the Authority of significant project milestones.

These shall be as follows:

* Implementation Phase (includes licence charges)

|  |  |  |
| --- | --- | --- |
| **Payment plan based on agreed Milestones:** |  |  |
| Commencement (contract signature) | 10% |  |
| Acceptance of Environment set up | 10% |  |
| Testing Accepted as complete | 10% |  |
| Formal acceptance & go-live | 20% |  |
| Final Acceptance of solution stability (3 months after go-live) | 50% |  |
|  | 100% |  |

* Ongoing Support and Maintenance
  + Annually in arrears from Final Acceptance date

Standard payment terms are 30 days of a correctly submitted invoice.

Tenderers are required to confirm acceptance of these milestone payments or suggest alternatives. The proposed payment milestone plan will be assessed as part of the tender evaluation stage.

## Tender Acceptance Period

Your Tender shall remain open for acceptance for one hundred and eighty (180) days from the tender return date.

## Currency

All prices are to be quoted in pounds sterling (GBP) unless otherwise stated.

## Value Added Tax (VAT)

Jersey is not subject to VAT so please exclude this from any tender price submitted.

# Anticipated Tender Timetable

|  |  |
| --- | --- |
| Activity | Anticipated Date / Time |
| ITT Issue Date | 04/08/2017 |
| Tender close time & date | 25/08/2017 @ 13:00 |
| Tender evaluation process begins | 28/08/2017 |
| Evaluation Gate 1 decision | 08/09/2017 |
| Shortlisted supplier presentations | w/c 14/09/2017 |
| Evaluation Gate 2 decision | 25/09/2017 |
| Evaluation process complete | 30/09/2017 |
| Due diligence completed | 11/10/2017 |
| Preferred supplier notified | 15/10/2017 |
| Contract documentation finalised | 30/10/2017 |
| Contracts signed | 06/11/2017 |
| Contract start date | 12/11/2017 |

\*the contract may extend to 7 years

# Evaluation Criteria

## Selection Basis

All tenders submitted will be reviewed in accordance with pre-determined contract award criteria. Tenders acceptance will not be bound to the lowest bid submitted but will be awarded on the basis of the industry standard “Most Economically Advantageous Tender (MEAT)”. The Authority does not bind itself to accept any tender.

All tenderers should note that the evaluation phase is an evidential process and so tenderers are encouraged to support statements or responses with evidence of how every claim can be supported and verified.

Tenders should not simply state “compliant” nor should they assume that any credit will be given for any prior knowledge of the bidder or their service.

The tender assessment phase will follow the principle of assessment gateways as follows:

## Assessment Gateways

### Gateway One

In the first gateway, tender submissions will initially be assessed against the following requirements:

1) Functional Requirements – Meets mandatory requirements

2) Non-Functional Requirements – Meets mandatory requirements

3) States of Jersey Information Requirements – Meets mandatory requirements

4) Specific Supplier Information Requirements – Meets mandatory requirements

5) Evidence that the tenderer has engaged with Digital Jersey (SoR section 7.6) – Specifically requirement 85, Digital Jersey Engagement.

6) Appendix Two – Supplier Background Information – full compliance

Tenders that satisfy the requirements of Gateway One shall progress to Gateway Two as outlined below.

### Gateway 2

In the second gateway, those tenders who have passed Gateway One shall be fully assessed against the following high level assessment criteria weightings:

|  |  |  |  |
| --- | --- | --- | --- |
|  | High level criteria | Including but not limited to: | Weighting |
| A | Alignment with functional requirements | Industry standards, cyber security, support model, customer segment offering, GDPR compliance, track record, development roadmap, scalability, speed of implementation. | 30% |
| B | Alignment with non-functional requirements | 20% |
| C | Commercial model | Total Contract Value, variations to the costs and volume risk, discounts, terms and conditions, investing in Jersey | 40% |
| D | Liability model | Risk profiles and liabilities of Authority, customer and supplier. | 10% |

## Feedback

High-level feedback will be offered to unsuccessful tenderers. Tender prices submitted will not be provided as a comparison.

# Instructions for submitting a response

## Tender Return Date

As identified within Tender Timetable.

## Documents to be Returned

A fully complaint bid shall be made up of the following key documents:

1. Executive Summary containing the full details of the lead contact, but excluding all references to price
2. Signed declaration statements
3. Pricing schedule (full breakdown required)
4. Proposal including:
   * Outline of the Solution
   * High level mobilisation plan and proposed resources
   * Risk management strategy and control processes used
   * Quality management strategy and control processes used
   * Response to the Supplier Background information (Appendix 2)
   * Details of the Service Management regime, Reporting, Service Level Agreements and Guarantees.
   * [Details of how Testing is to be proposed](#_Toc468692066), giving consideration to the model testing schedule with the template agreement.
   * Details of how Security will be managed
   * Details of any Key Personnel to be deployed along with any supporting CV’s and references along with full contact details.
   * Details of company references supporting the organisation’s successful experience along with full contact details.
5. Completed Statement of Requirements Compliance Schedule
6. A statement confirming the model terms and conditions have been accepted or a marked up version of any proposed changes and any license conditions, or the tenders set of model terms and conditions

All files submitted shall contain the tenderers name to aid identification.

## Instructions for Tenderers

### ****Acknowledgement of Receipt of Invitation to Tender****

Tenderers must check that all the documents listed in the index have been received and are complete in all respects. **If you decide to decline this Invitation to Tender please respond using the ‘opt out’ icon on the e-portal.**

### Tender Queries

If Tenderers have queries regarding the Invitation to Tender, they are to be submitted by e-mail by using the **Question and Answer** facility within the Tender screen, not less than five **(5) working days** prior to the date for receipt of Tenders.

If the question is felt to be of general interest to other Tenderers such as the structure, content, and meaning of any documents then the Director of Strategic Procurement at their sole discretion will make the response(s) to these queries available to all Tenderers.

### Completion of Tenders

Tenders must be submitted in accordance with these instructions and the other documents in the Invitation to Tender, together with all other information required to sufficiently describe the tender fully, not later than the date stated in the Invitation to Tender.

Completedtendersshall be submitted via the electronic system using the **Response Wizard**. If you have any queries with this process please contact [procurement@gov.je](mailto:procurement@gov.je)

The Authority may reject tenders not submitted in accordance with these instructions.

### Language

The Tender and all communications are to be in the English language.

### Amended or Qualified Tenders

No alterations or qualifications to any of the Invitation to Tender documents shall be made unless the Authority has notified the Tenderers of any changes in writing via the tender portal.

### Tender Bulletins

The Authority reserves the right to issue Tender Bulletins detailing changes to the Invitation to Tender at any time after the issue and up to **three (3) working days** prior to the date and time for the return of the Tender. These changes must be taken into account by Tenderers when preparing their submissions.

### Tenderers Expenses

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of the Tender.

### Obligations of the Agreement

Tenderers must ensure that they are fully familiar with the nature and extent of the obligations of the Agreement and be aware that the Agreement will be strictly supervised and the standard of the performance enforced. The Tenderer will be deemed to have read, examined and accepted the Agreement and the terms and conditions contained therein to the submission of the Tender. It is the responsibility of the Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender.

### Sufficiency and Accuracy of Tender

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A Tender containing any clerical errors may, at the sole discretion of the Authority, be referred back to the Tenderer for correction. Tenderers shall familiarise themselves with all laws, regulations, bye-laws, site conditions and all other factors that may affect the Tender.

### Late Receipt of Tender

Tenders received after the date for receipt of Tenders set out in the Invitation to Tender Letter, or not strictly in accordance with these Instructions may, at the sole discretion of the Authority, be disregarded.

### Confidentiality

Tenderers shall not disclose their Tender in whole or in part to any third party prior to either the award of a contract by the Authority, or receipt of notification that the Tender has not been accepted (in accordance with the non-disclosure agreement submitted).

### Contract Award

The Authority reserves the right: to discuss confidentially, any aspects of your Tender with you prior to any award of Contract.

# Declaration Statements

## Form of Tender & Tender Declaration

**We undertake to provide the following services: -**

Digital Identification - CP17/05/532

We accept the provisions of the Invitation to Tender and offer to provide goods, services or works in accordance with the prices, terms and conditions stated herein.

We understand that the Authority will disregard any oral agreement or arrangement made by us, and that we are cautious to check our Tender before submission, as amendments to or withdrawals of Tender submitted, if received by the Authority after the time specified for receipt of tender, may not be considered.

We undertake, and it shall be a condition of any Contract that;

the following is a ‘bona-fide’ Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any other person. We also certify that we have not done and we undertake that we will not do any of the following:

* communicate to any person other than the person calling for these Tenders the rates or approximate rates in the proposed Tender,
* enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted,
* offer to pay or give or to receive, or agree to pay or give or receive, any sum of money or consideration directly or indirectly to or from any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the said goods or services any act or thing of the sort described above. In this context "person" includes any person and any body or association, corporation or incorporate and "any agreement or arrangement" includes any such transaction formal or informal whether legally binding or not.
* that no variations in, or acceptance of any Invitation to Tender, or Tender shall be binding unless agreed in writing.

This Tender shall remain open for acceptance for a period of **one hundred and eighty (180) days** from the final date for the submission of Tenders.

We also confirm that we have not allowed any amount in our Tender for Value Added Tax.

Unless and until a formal agreement is executed this Tender together with your written acceptance thereof, shall constitute a binding agreement between us.

We undertake that any of our employees, agents or servants providing the services under this Contract, where so required by the Authority will enter into and abide by a Confidentiality Agreement to be in a form acceptable to the Authority.

We understand and it is agreed that the Authority shall retain the right to reject any and all Tenders, in whole or in part and it is furthermore agreed that the Authority shall be under no obligation to select the lowest or any other Tender.

We understand that the Authority reserves the right to alter or cancel any requirement stated in the contract at any time during the period of the contract.

We have taken all necessary steps to inform ourselves regarding this requirement and we understand and agree that the Authority shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Tender.

|  |  |
| --- | --- |
| **Dated:** |  |
| **Signed:** |  |
| **Name (Capitals):** |  |
| **Title:** |  |
| **On behalf of:** |  |
| **Address:** |  |
|  |  |
|  |  |
|  |  |
|  |  |

# Appendix 1 – Statement of Requirements



# Appendix 2 – Supplier Background

# Section A – Company Information

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Organisation trading name** |  |
| 2 | **Correspondence address**  (including postcode) |  |
| 3 | **Registered office address**  (if different to Q1) |  |
| 4 | **Please list the full names of Directors, Company Secretaries, Partners and / or Associates** |  |
| 5 | **Please list full names of persons occupying a position of authority or responsibility as part of this bid** |  |
| 6 | **Main contact(s) and company position(s)** |  |
| 7 | **Contact telephone number(s)** |  |
| 8 | **Contact email address(es)** |  |
| 9 | **Date established** |  |
| 10 | **Company website address** |  |
| 11 | **Type of organisation** (i.e. Private, PLC, Partnership, voluntary, charity, consortium) |  |
| 12 | If applying as a consortium, please the registered names, addresses, company registration numbers, and websites of all entities and / or companies that form a part of the consortium. |  |

# Section B – Company Profile, Accreditation and Insurances

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Question | Answer | | | |
| 1 | **Please supply details of your organisations current insurance arrangements** | **Description** | **Value (£)** | **Start Date** | **Expiry Date** |
| Employers Indemnity |  |  |  |
| Public Liability |  |  |  |
| Products Liability |  |  |  |
| Professional / Design Indemnity |  |  |  |
| Third Party |  |  |  |
| 2 | **Please supply copies of certificates for insurance cover** | <Attach document(s)> | | | |
| 3 | **Please provide names and addresses of accredited to which your organisation belongs, including trade and professional** |  | | | |
| 4 | **Does your organisation have ISO9001 accreditation?** | <Yes / No>  <If yes please attach certificate> | | | |

# Section C – Declarations & Conflicts of Interest

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Has any person named in this Tender response ever been subject to bankruptcy, insolvency or receivership proceedings?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 2 | **Does your organisation, or any other relevant organisations, have any convictions relating to bribery?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 3 | **Does your organisation, or any other relevant organisations, have any convictions relating to conspiracy?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 4 | **Has your organisation, or any relevant companies' Directors or Partners ever committed the offence of conspiracy to defraud?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 5 | **Does your organisation, or any other relevant organisations, have any convictions relating to corruption?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 6 | **Have any Directors or Senior Members of your organisation ever been found guilty of any criminal offence, or professional misconduct, relating to the conduct of your organisation?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 7 | **Does any person named in this Tender have links to an organisation that may also be submitting a response to this Tender** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 8 | **Has your organisation, or any relevant companies' Directors or Partners ever committed the offence of defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 9 | **Has your organisation, or any relevant companies' Directors or Partners ever destroyed, defaced or concealed documents of procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 10 | **Has your organisation, or any relevant companies' Directors or Partners ever committed fraudulent trading within the meaning of section 458 of the Companies Act 1985?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 11 | **Has your organisation, or any relevant companies' Directors or Partners had legal or administrative finding of commission of an act of grave misconduct in the course of business?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 12 | **Has your organisation, or any relevant companies' Directors or Partners failed to provide information when required or provided inaccurate/misleading information when participating in a procurement exercise?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 13 | **Are you willing to ensure that all employees undertaking works arising from the award of this contract are subjected to personnel and employment checks relating to their criminal records?** | <Yes / No delete as appropriate>  <If no please provide details> |
| 14 | **Please confirm that your organisation is working in accordance with the Control of Housing and Work (Jersey) Law 2013?** | <Yes / No delete as appropriate>  <If no please provide details> |
| 15 | **Please confirm that all parties involved in the delivery of this service will keep their knowledge of the building layout and contents thereof completely confidential** | <Yes / No delete as appropriate>  <If no please provide details> |

# Section D – Financial Status & Legitimacy

A credit reference agency may be appointed to check financial status.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Question | Answer | | | |
| 1 | **Please complete the table detailing the most recent 3 years of trading** | **Year** | **2014** | **2015** | **2016** |
| **Total Assets** |  |  |  |
| **Current Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Current Liabilities** |  |  |  |
| **Net Profit after Tax** |  |  |  |
| **Overall Turnover (£)** |  |  |  |
| 2 | **Please provide copies of your audited company accounts including profit and loss and balance sheet for the last three financial years?** | <Yes / No delete as appropriate>  <If no please provide details> | | | |
| 3 | **Please confirm that your organisation tax payments are up to date**  (evidence in the form of tax certificate to authenticate is required) | <Jersey registered companies only> | | | |
| 4 | **Please confirm that your organisation Social Security payments are up to date**  (evidence in the form of a certificate to authenticate is required) | <Jersey registered companies only> | | | |
| 5 | **Has your organisation, or any other relevant organisations, ever been subject to a financial investigation by an accredited regulatory authority?** | <Yes / No delete as appropriate>  <If yes please provide details> | | | |
| 6 | **Does your organisation have any outstanding legal or financial claims against them?** | <Yes / No delete as appropriate>  <If yes please provide details> | | | |
| 7 | **Please confirm if there have been any significant post balance sheet events for your organisation, or any other relevant organisations.** | <Yes / No delete as appropriate>  <If yes please provide details> | | | |

# Section E – Health & Safety

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Has your organisation ever been prosecuted under the Health and Safety at Work (Jersey) Law 1989 / Health and Safety at Work Act 1974 or been served with an Improvement or Prohibition Notice?** | <Yes / No delete as appropriate>  <If yes please provide details> |
| 2 | **Please provide a copy of your current Health & Safety statement / policy** | <if less than 5 full time employees please provide a signed statement or if more than 5 full time employees attach policy> |
| 3 | **If your organisation employs a designated Health & Safety Officer please provide details** | <Please supply name and contact information> |

# Section F – Environmental Management

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Does your organisation have ISO14001 accreditation?** | <Yes / No>  <If yes please attach certificate> |
| 2 | **Does your organisation have an environmental management policy?** | <Yes / No>  <If yes please supply details> |
| 3 | **Is your organisation registered with the ECO-ACTIVE Business?** | <Yes / No>  <If yes please attach certificate> |

# Section G – Sustainable Employment

It is critical that a sustainable workforce for Jersey’s future is secured and unemployment reduced. In order to achieve this there is a vital need for local employers to offer work, training opportunities and voluntary work placements to Islanders who are locally “entitled” to work. These opportunities serve both to improve the skills base and personal development to people who are unemployed and are seeking work and provide a platform for future business growth.

By contacting the Authority Back to Work team <http://www.gov.je/Working/BacktoWork/Pages/AboutBackToWork.aspx> businesses can find information and support about employing and training an Island-based workforce. Evidence of engagement with government agencies and a clear intention to provide training and work opportunities could form part of contractual requirements.

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Has your company engaged with the Back to Work scheme / JET and provided local employment opportunities?** | <Yes / No>  <If yes please provide details> |
| 2 | **Can your company following engagement with the Back to Work team or JET to provide employment opportunities for this contract?** | <Yes / No>  <If yes please provide details> |

# Section H – Experience and Capability

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| 1 | **Please detail your organisations understanding and experience of delivering works similar to that described within the specification on the Island of Jersey or similar island jurisdiction.**  **You response must include:  Understanding of the Authority, and its obligations to the people of Jersey  How you have delivered similar works in Jersey or similar island jurisdiction  What challenges you have experienced when working in Jersey  Any experiences or 'lessons learnt' from the delivery of your services, and how these have impacted or affected your approach going forward.** |  |

**Please submit two detailed case studies for works of a similar nature to that described within the specification. Case studies are to be based on relevant projects that your organisation has completed or are currently undertaking. Case studies should be based on projects which are less than 10 years old. Case studies must demonstrate your organisations experience and competence in the delivery of projects with a similar scope to that described within the specification.  
  
Please ensure that you have obtained the permission of your client for each case study to use the particular project and that, if required, the Authority is able to attain a reference from that client as to the validity of the case study submission.**

|  |  |  |
| --- | --- | --- |
|  | Case Study One | Case Study Two |
| Project Title |  |  |
| Project Description |  |  |
| Name of Client |  |  |
| Address of Client |  |  |
| Areas of responsibility |  |  |
| Contract Value |  |  |
| Year of Completion |  |  |
| Project delivery to time |  |  |

**Please submit a list of projects relevant to the works described within the specification. The list may detail completed projects or projects that are currently in commissioning. This list should only include projects that are less than 10 years old.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Project One | Project Two | Project Three | Project Four | Project Five |
| **Project Name** |  |  |  |  |  |
| **Project Description** |  |  |  |  |  |
| **Name of Client** |  |  |  |  |  |
| **Address of Client** |  |  |  |  |  |
| **Full contact details include**  **contact name,**  **phone number,**  **address and**  **email address** |  |  |  |  |  |
| **Applicants areas of responsibility** |  |  |  |  |  |
| **Contract Value** |  |  |  |  |  |
| **Year of Completion** |  |  |  |  |  |
| **Project delivery to time** |  |  |  |  |  |

# Appendix 3 – Statement of Requirements – Compliance Schedule

# Appendix 4 – Pricing Template

Tenderers are required to complete the attached high level pricing matrix. Please submit two matrices if you intend to bid for the 7-year and 5+2 year term options.

