

**Procurement on behalf of the** **GREATERLONDONAUTHORITY**

**Commercial, Information and Communications Technology  
Finance  
Transport for London**

**ICT13021 : Request for Proposal  
Name of Project: GLA Digital team - on-site user researcher  
Version: 1.0  
Date: 04/06/18**

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## Table of Contents

<b>Section A: Introductory Information</b>	3
1. Introduction and Scope of Tender	3
2. Background	3
3. Timescales	3
4. Tender Response Instructions	3
5. Contract Award Criteria	5
6. Overview	5
7. Return of Tender	5
8. Essential Documents	6
9. Tender Queries	7
10. Virus Free Warranty	7
11. Pricing	7
12. Validity	7
13. Procurement Policy	7
<b>Section B: Instructions to Bidders</b>	8
1. Specification	8
2. Scope	8
3. Activities and Key Deliverables	8
4. Timescales	9
5. Requirements	9
6. Commercial	9
7. Assumptions and Caveats	9
8. Variation Procedure	10
9. Assessing the Best Value	10
10. Pricing	11
11. Contractual	11
<b>Section C: Guidance to Tenderers on TfL's Policy for access to information</b>	12
1. Background	12
2. How does this affect you?	12
3. General rules on Disclosure	13
4. Reserved Information	13
5. Other Guidance	14
6. Freedom of Information appendix: Reserved Information	15
<b>Essential Documents</b>	16
1. Form of Tender	16
2. Disclaimer	17

## 1. Introduction and Scope of Tender

This document is a Request for Proposal (“RFP”) and it forms part of the procurement exercise to support the selection of supplier(s), to enter into a contract(s) to provide the services defined in section B of this RFP. The aim of this document is to:

- Identify TfL’s technical, operational, functional and commercial requirements.
- Provide Suppliers with a framework for submitting responses detailing the process that will be followed
- Describe the basis on which responses will be evaluated
- Provide a basis for contractual arrangements

## 2. Background

The Digital team in the GLA is responsible for delivering a number of both internally transformative and externally facing digital services. A vital part of delivering fit for purpose digital products is to repeatedly test them with users during development. This is a key part of Agile delivery, the core ways of working advocated by the GDS and is Point One of the Local Government Digital Service Standard. This decision form asks for approval for expenditure from the Digital team for a contract with a digital agency to provide a full-time user researcher to be based at City Hall for one year to undertake this important role.

The base location of the work will be at City Hall where the consultant will be expected to be onsite for the majority of their work. However, there will be occasions when they will need to work off site within the boundaries of London - e.g. when undertaking sessions in dedicated studios, performing “pop up” research, etc.

The consultant will be line managed in the GLA, for the period of this contract, by David Durant - Senior Business Analyst in the Digital team.

If the assigned consultant is away from work for any reason for a continuous period longer than two weeks, an alternative member of staff with the equivalent skill set must be made available to GLA until the original consultant is able to return to work.

## 3. Timescales

Below are deadline dates for the tendering process:

Tender Event Description	Date
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Activity	Timeline
Publish opportunity on Digital Marketplace	02/07/2018 - 12/07/18
Shortlisting	13/07/2018 - 18/07/18
Invite to RfP	18/07/2018 - 30/07/18, 3pm
Clarification questions deadline	20/07/2018, 3pm
Response date for clarification questions	24/07/2018, 3pm
Interviews/Presentations	31/07/2018 - 03/08/18
Internal sign off	04/08/2018 - 09/08/18
Contracts signed	10/08/2018
User researcher starts on site	Mid August

#### 4. Tender Response Instructions

Your proposal should include the following:

- Form of Tender
- Disclaimer
- Details of your proposed approach to meeting the GLA's requirements
- CVs of proposed consultant highlighting details of relevant experience
- Pricing schedule and rate card
- Separate Assumptions and Caveats section
- Confirmation of agreement to Terms and Conditions

IMPP9B: Request for Proposal

Project: Digital team on-site user researcher contract

Version: 1.0

Date: 15/6/18



Bidders should note that this RFP and their response may be incorporated in whole or in part into the final contract entered into.

Bidders should note that proposal submissions which are poorly organised or poorly written, such that evaluation and comparison with other submissions is notably difficult, may exclude the bidder from further consideration.

Tenders must be submitted in English.

TFL and the GLA shall have the right to photocopy the tender for the purposes of tender evaluation; submission of a tender shall be deemed as confirmation of TFL's right to photocopy it.

TFL and the GLA shall have the right to distribute electronically the tender for the purposes of tender evaluation; submission of a tender shall be deemed as confirmation of TFL's right to electronically distribute it.

Tenders must comply in every respect with the requirements of this RFP. Failure to comply fully with the instructions to bidders may result in the tender not being considered.

TFL and the GLA reserves the right to award the contract for which tenders are being invited in whole, or in part or not at all.

## **5. Contract Award Criteria**

The contract, if awarded, will be awarded to the bidder submitting the 'most economically advantageous tender'.

Criteria relevant to the assessment (in no particular order of priority) are:

Breakdown of scoring for both the written and interview submissions will be based on the following - totalling 60% of total.

Mandatory consultant experience - 42% total

- Baseline Personnel Security Standard (BPSS) security clearance - 3%
- Working with multidisciplinary Agile teams - 3%
- Owning every stage of research including session planning, script delivering results to a wide variety of stakeholders preparation and undertaking sessions as well as compiling reports - 3%
- Leading on recruitment of research candidates - 3%
- Working with research candidates spanning a range of demographics ensuring minority / hard to reach groups, such as those with accessibility needs, are represented - 3%
- Working with internal organisational staff and the general public - 3%
- Working in a wide range of contexts including dedicated labs, guerilla testing and onsite research (businesses, user homes, etc) - 3%



- Usability testing with a wide variety of prototypes (paper outlines, clickable demos, early software deliveries) - 3%
- Use of a wide range of user research tools and techniques (e.g. customer experience mapping, etc) - 3%
- Delivering actionable user research insights in every stage of a project including discovery, delivery and post go-live (for continual iterative improvement) - 3%
- Able to present findings and related design / business recommendations and customer insights to senior decision makers - 3%
- Providing value-for-money user research with limited budgets - 3%
- Training other members of staff in user research tools and techniques - 3%
- Keen to evangelise user centered design principles best practice within the GLA - 3%

Advantageous consultant experience - 18% total

- Development of organisational user research strategy - 2%
- Development of product team user research plans - 2%
- Worked in a public sector context - 2%
- Creating a range of user research briefing and reporting templates - 2%
- Working with user research software tools such as Silverback or Usability Studio
- Setting up new user research labs - 2%
- Running and collating remote research sessions over the internet - 2%
- High quality survey writing and analysis - 2%
- Knowledge of human factors and ethnography - 2%

There will also be an advantage for any agency applying for this contract to have access to a London-based user research labs that could be easily booked by the onsite researcher.

## 6. Overview

The GLA has endeavoured to provide a document that covers the below objectives that are in the interests of both the bidder and GLA:

- To provide a structured format for the response so that:
  - The complexity of comparing responses is reduced
  - The GLA can ensure that no information is missed in its review of the responses
  - the response can, if required, be easily transferred into the contract schedules so as to minimise the work for both parties during negotiations

Throughout this RFP, bidders are asked to comply with certain aspects, such as the provision of certain information, and the manner in which the information



should be shown. The sole purpose of such compliance is to assist GLA in achieving the above. Any change, (unless it is previously approved by the GLA prior to the submission of a tender), may exclude the bidder from further consideration, or prejudice the evaluation of their tender.

When reviewing the supplied bids for this contract the GLA will assess them on the basis of 60% fit of skills and experience and 40% costs.

The assessment process for submissions to this RfP will take place in two stages.

- A written submission to be reviewed by GLA as per the instructions in this document. Scoring will be made against the mandatory and advantageous experience.
- A subset of submitting organisations will be invited to interview at City Hall at our mutual convenience.

If you are invited to the interview stage please note the following.

- The group coming to interview should comprise of the proposed user research consultant and a relevant contract manager
- The interview will consist of further detailed questions relating to the mandatory and advantageous experience listed below. The candidate consultant will be expected to respond with specific examples of work they have personally undertaken.

The final skills and experience scoring matrix will be a combination of the scores from the written and interview stages.

## 7. Return of Tender

The bidder should provide their response by **3pm on 30/07/18**.

Please ensure that all responses are submitted to [vikramgudra@tfl.gov.uk](mailto:vikramgudra@tfl.gov.uk).

## 8. Essential Documents

As a part of the tendering process bidders shall use the following documentation

- **The Form of Tender** - The signed Form of Tender must accompany the RFP response by the bidder.
- **The Disclaimer** - The signed Disclaimer must accompany the RFP response by the bidder



## 9. Tender Queries

All tender queries are to be submitted via email to [vikramgudra@tfl.gov.uk](mailto:vikramgudra@tfl.gov.uk) no later than the **3pm on 20/07/18**. This is to ensure that all bidders have timely access to answers relating to these queries prior to the RFP return date.

## 10. Virus Free Warranty

By replying to the RFP, the bidder shall be deemed to warrant that any electronic media provided as part of their bid submission will be free from all viruses and other contaminants, including but not limited to, any codes or instructions that may or will be used to access, modify, delete or damage any data file or other computer programs used by TFL and the GLA and that for this purpose, the bidder warrants that it has, prior to delivery of the electronic media, used the most comprehensive and up-to-date virus checker to check against contamination of such media.

## 11. Pricing

The bidder is required to submit prices in sterling and the prices should be entered in the Pricing Schedule (*Section B: 2.4*) and The Form of Tender (*Section D: 1.0*) in the manner called for. United Kingdom VAT charges (and any other applicable tax, excise or other charges) should be separately calculated and identified for the purposes of the tender. The bidder must include in the price, all costs incurred.

## 12. Validity

Tenders must remain open for acceptance by TFL for a minimum period of 90 days from the date of their submission.

## 13. Procurement Policy

The GLA reserves the right not to contract with the lowest bidder or to accept part of any bid, and the GLA shall have no liability (in contract, tort or otherwise) to consider any tender. TFL shall not be liable for any costs incurred by the bidders in responding to this RFP.





## 1. Scope

For the GLA Technology Group to contract with a digital agency to provide a full-time user researcher to be based at City Hall for one year to undertake this important role.

## 2. Activities and Key Deliverables

The key activities for this engagement are to provide:

- User research planning and execution with GLA staff, Londoners and other appropriate representatives of users of GLA digital systems
- Communication of research insights to digital product owner and other stakeholders
- Arrangement of resources for the above
- Training of GLA on user research tools and techniques

## 3. Commercial

The GLA is seeking a solution which represents best value. Bidders must present well documented evidence of the principles behind the calculation of their costs. Where applicable, each line in the tables should be broken down into its component parts and justification provided on the construction of each item.

The GLA reserves the right to challenge the validity of any costs.

Payment for the contract will be provided on a time and materials basis monthly basic - one month in arrears. Sensible pre-agreed expenses, in line with GLA policy, will be paid for off site work that is not at the offices of organisation that employs them.

## 4. Assumptions and Caveats

Bidders must ensure that a full list of assumptions and caveats is provided in support of the pricing tables. Any assumptions which are not included will not be considered at a later stage.

TfL reserves the right to challenge the validity of any assumptions or caveats.



## 5. Variation Procedure

Using the defined charges as a foundation, the bidder should describe the method by which it will show flexibility in being able to accommodate the GLA's requirements for any variations in business requirements.

The bidder should also describe specific activities that it will undertake which may be of financial benefit to the GLA, and by way of an incentive, how it proposes to share in that financial benefit (for example, the benefits arising from economies of scale, process excellence and technology improvements).

## 6. Assessing the Best Value

The GLA wishes to ensure that it receives best value throughout the period of the project (recognising the bidder's right to a fair return on capital employed in the delivery of services to the GLA). The bidder should describe how it will prove best value throughout the duration of the project.

## 7. Pricing

The bidder is requested to submit a cost for all services on a Fixed price basis – Please provide a breakdown of man days & day rates in the table below.

Note: The cost of services should be entered on the Form of Tender

## 8. Contractual

Terms and Conditions

Any contract awarded as a result of this RFP shall be placed in accordance with the terms and conditions of **Digital Marketplace**.



## 1. Background

- 1.1 The Freedom of Information Act 2000 (**FOIA**) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.
- 1.2 A person making a FOIA request is entitled to two things, unless an exemption applies. These are:
- (a) to be informed whether we hold information of the description requested; and
  - (b) if so, to have that information communicated to him or her.

## 2. How does this affect you?

- 2.1 **All** information held by TfL<sup>1</sup> and the GLA is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information **may** be subject to disclosure:
- (a) information in any tender submitted to us;
  - (b) information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
  - (c) information about costs, including invoices submitted to us;
  - (d) correspondence and other papers generated in any dealing with the private sector whether before or after contract award.
- 2.2 This means TfL and the GLA will be obliged by law to disclose such information unless an exemption applies.
- 2.3 The legal obligation to respond to requests from the public under the FOIA rests with TfL and the GLA. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector suppliers.

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<sup>1</sup> Please note that references in this document to "TfL" include all its subsidiaries.

### 3. General rules on Disclosure

- 3.1 In the absence of special circumstances:
- (a) all Requests for Proposals published by GLA will be available to the public on request;
  - (b) responses to tenders will be held in confidence until contract award;
  - (c) information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.
- 3.2 Any person tendering for or contracting with the GLA must notify the GLA during the tendering or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in the form of the Appendix to this Guidance Note. Such information must be referred to as **reserved information**.
- 3.3 Information not identified as reserved information in the way described above is likely to be made available by TfL and the GLA on request.

### 4. Reserved Information

- 4.1 Information which you wish to put forward as reserved information must clearly describe, with supporting detail:
- (a) the information itself, or the class(es) of information; and
  - (b) why, in your opinion, that information is exempt from disclosure.  
Grounds for exemption may be one or more of the following:
    - (i) the information is a trade secret;
    - (ii) the disclosure of the information would prejudice the commercial interests of any person or organisation (see 4.2);
    - (iii) the information will be disclosed by you to TfL, *and* the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by TfL of an obligation of confidence in relation to that information;



- (iv) the information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or
    - (v) any other specific exemption under the FOIA.
  - 4.2 All decisions about disclosure of information will be made at the sole discretion of TfL and the GLA. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. This means that TfL and the GLA is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.
  - 4.3 Information which is submitted to TfL and the GLA as reserved information will be listed in a document that will also:
    - (a) specify which exemption(s) may apply to each piece or class of information; and
    - (b) indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.
- TfL and the GLA may disclose your justification for classifying information as reserved information.
- 4.4 Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.
  - 4.5 Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information, although TfL and the GLA may choose to withhold such information in appropriate cases, at its sole discretion.
  - 4.6 You may designate unit prices or more detailed pricing information as reserved information.

## **5. Other Guidance**

- 5.1 Although TfL and the GLA is not under any obligation to consult you in relation to requests for information made under the FOIA, we will endeavour to inform you of requests wherever it is reasonably practicable to do so.

- 5.2 Contracts with TfL and the GLA may require you to supply information to us, or provide other assistance, pursuant to any FOIA request received by TfL and the GLA.
- 5.3 You should be aware that TfL and the GLA's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

## 6. Freedom of Information appendix: Reserved Information

Contract/Tender/Document Reference Number: \_\_\_\_\_

Information Class /  
Type available

Grounds for  
Exemption

Date can be made  
available



## 1. Form of Tender

To:

**[Procurement Agent]**

Dear Sir

**RE: [Project title]**

Having examined the Request for Proposal we, the undersigned, hereby offer to provide the solution in accordance with the Request for Proposal and Conditions of Contract for the sum of:

\_\_\_\_\_ (in words)

£\_\_\_\_\_ exclusive of VAT and any other applicable tax

### **The Tender Sum should include the cost of services in section 2.4**

We certify that this is a bona fide tender that we have not communicated to any person other than Transport for London the amount or approximate amount of the tender price and that such price has not been fixed or adjusted by arrangement or in collusion with any third party. We also undertake that we will not make any such communication or enter into any collusive arrangement with any third party whether in relation to this tender or a tender submitted or to be submitted by such third party.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall not constitute a binding contract between us.

We understand that Transport for London reserves the right not to accept the lowest or any tender that may be received.

We agree to keep the contents of the Request for Proposal confidential.

The tender shall be open for acceptance for 90 days from the date of its submission.

Yours faithfully

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

Name \_\_\_\_\_ Tel No \_\_\_\_\_

## 2. Disclaimer

I the undersigned, on behalf of .....[*insert name of Bidder*], accept that:

- TFL has prepared this RFP in good faith. However, TFL, its agents and its servants do not warrant its accuracy, completeness or relevance, nor that it has been independently verified. To the extent that TFL is permitted by law, it excludes any liability (whether in contract, negligence or otherwise), for any incorrect or misleading information contained in this RFP, or any inadequacies, inaccuracies or incompleteness of the RFP, and makes no representations or warranty, express or implied, with respect to the information contained in the RFP documents or on which such documents are based or with respect to any written or oral information made or to be made available to an interested bidder or its professional advisors and any liability therefore is excluded. This RFP is a request for a proposal and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties.
- Any asset lists, current costs, staff numbers and other related information provided as part of the RFP documentation may not be totally representative of the current environment because of the complex nature of the current environment and ongoing information collection process. Any resulting caveats and assumptions should be clearly stated by bidders in their proposals.
- Nothing in the RFP documents or provided subsequently has been relied on as a promise or representation as to the future. TFL reserves the right, without prior notice, to supplement or amend any of the terms of this RFP or the draft Conditions of Contract attached in Section D, or any of the documents contained or referred to therein, or to terminate discussions and the delivery of information at any time during the tender process. Some of the provisions of the draft Conditions of contract have been left undrafted or drafted in outline only. Definitive drafting of most of these will follow in due course after discussions have been held with bidders.
- In no circumstance will TFL, their agents or servants be liable for any bid costs incurred by the bidder in responding to the RFP.

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

Name \_\_\_\_\_