THE BRITISH FILM INSTITUTE

INVITATION TO TENDER (ITT)

FOR

SCREEN HERITAGE SKILLS RESEARCH

TENDER REF: 2024/392

08/07/2024
(ITT Publication Date)

ITT Return Date: 01/08/2024 at 12noon
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Appendices marked with an * are included within this document.
1. INTRODUCTION

Overview and Background

This Invitation to Tender (ITT) is being issued to potential Providers who are interested in delivering Screen Heritage Skills Research.

The British Film Institute (BFI) will be undertaking a competitive open process, as best practice, to award this contract. This ITT forms part of a competitive procurement for the award of a contract and will be conducted in accordance with the UK principles of Equality, Fairness and Transparency.

This procurement is being conducted in accordance with the BFI drive to deliver best value whilst meeting its own requirements. At the end of this procurement process the BFI may choose to award a contract but, for the avoidance of doubt, the BFI may, at its discretion decide not to award any contract at this time.

Any contract, which the BFI awards, will be to the Provider, who submitted the Most Economically Advantageous Tender (MEAT).

You are required to respond to all sections of this ITT.

Document Structure

This ITT contains the following document(s):

1. Invitation to Tender. (This document)
2. BFI Specification/Scope of Work (Included in this document)

The ITT Documentation also includes:

- Appendix A - Form of Tender
- Appendix B - BFI Sustainability Policy
- Appendix C - BFI Code of Conduct for Suppliers
- Appendix D - Conditions of Submission of Electronic Documents
- Appendix E - Pricing Schedule
- Appendix F - Draft Consultant or Contractor Agreement
- Appendix G - Bidder Supporting Information Questionnaire (Online Only)
- Appendix H - Equality & Diversity Monitoring Form

2. ABOUT THE BFI

We are a cultural charity, a National Lottery distributor, and the UK’s lead organisation for film and the moving image. Our mission is:

- To support creativity and actively seek out the next generation of UK storytellers.
• To grow and care for the BFI National Archive, the world’s largest Film and Television archive.
• To offer the widest range of UK and international moving image culture through our programmes and festivals - delivered online and in venue.
• To use our knowledge to educate and deepen public appreciation and understanding.
• To work with Government and industry to ensure the continued growth of the UK’s screen industries.

Founded in 1933, the BFI is a registered charity governed by Royal Charter.

Jay Hunt chairs the BFI Board of Governors.

CURRENT BFI SITES

The BFI currently operates from the following locations:

• BFI Stephen Street, London W1 – BFI Head Offices.
• BFI Southbank, South Bank, London – incorporating the National Film Theatre (NFT), BFI Reuben Library, Mediatheque, Studio, Café and Restaurant.
• BFI IMAX, Waterloo, London.
• BFI National Archive accommodated on two sites: one at the JP Getty Conservation Centre in Berkhamsted, Hertfordshire, with additional storage facilities at our BFI Master Film Store on a former MOD site near Gaydon in Warwickshire.

INCLUSION AT THE BFI

The BFI champions everyday inclusion, and recognises the need for intersectional equality, as we move towards being an antiracist organisation. We aim:

• To create an environment for the people who work in our teams, and those who work with our partner suppliers and contractors to feel they can deliver their work in an environment that is inclusive, equitable, accessible and free from harm.
• To build an environment where everyone feels respected and welcomed, and a culture in which they expect to be treated fairly and generously and see their work valued.

We are aware that we work in industries, which are not always inclusive nor anti-racist. Together with our own staff and with all of our suppliers and contractors we aim to hold ourselves to high standards of inclusion and accountability.

Being a truly inclusive and anti-racist arts organisation is a journey and commitment, and we ask all partners to go on that journey with us as we collectively strive to create a better culture.
Inclusion at the BFI is in reference to all protected characteristics covered in the Equalities Act 2010, with the inclusion of class.

Further information about BFI can be found by clicking on the link below: https://www.bfi.org.uk

ENVIROMENTAL SUSTAINABILITY AT THE BFI

The BFI is committed to environmental sustainability and reaching net zero as an organisation. Our strategy to do this includes a focus on sustainability during procurement, paying particular attention to our supply chain. We will not merely mitigate our impact but will also create positive change and we choose suppliers who are committed to supporting us in doing this.

Environmental sustainability may carry a weighting in the assessment scoring; Suppliers who can demonstrate strong sustainability credentials beyond compliance and who identify sustainable options in their tender submissions will score more highly if applicable. Successful tenderers will benefit from discussions with the BFI’s in-house sustainability expertise.

You can read more about the BFI’s commitment to sustainability here: https://blog.bfi.org.uk/long-read/setting-the-scene/environmental-sustainability-and-meeting-net-zero/
3 INSTRUCTIONS TO POTENTIAL PROVIDERS

3.1 GENERAL

Potential Providers should read these instructions carefully before completing the remaining documentation. Failure to comply with these requirements for completion and submission may result in the rejection of the Tender response.

3.2 TENDER

Tenders are invited to meet the requirements detailed in the Scope of Requirements section of this document. Relevant sales or technical literature may accompany the Tender document and must be cross-referenced to the appropriate part of the Tender submission. Such literature is to be kept to a minimum. This invitation to tender is intended for the addressee only.

3.3 PROCUREMENT TIMESCALE

The key dates for the procurement process are stated in Table 1 (Procurement Timetable) below. These dates are provided for guidance only and may be subject to change.

Table 1: Procurement Timetable

<table>
<thead>
<tr>
<th>Procurement Activity</th>
<th>Time Frame Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Tender Publication via In-Tend</td>
<td>Mon 8 July 2024</td>
</tr>
<tr>
<td>Supplier Q&amp;A Video Conference</td>
<td>3-4pm on 22/07/2024</td>
</tr>
<tr>
<td>ITT Clarification Questions Deadline</td>
<td>12noon on 26/07/2024</td>
</tr>
<tr>
<td><strong>Tender Submission Deadline</strong></td>
<td>12noon on Thurs 01/08/2024</td>
</tr>
<tr>
<td>Evaluation of Tenders</td>
<td>01/08/2024 – 08/08/2024</td>
</tr>
<tr>
<td>Presentations/Interviews – Shortlisted Suppliers ONLY. Suppliers will be notified by 9/08/2024.</td>
<td>Between 16/08/2024 and 23/08/2024</td>
</tr>
<tr>
<td>Notification of ITT Outcome</td>
<td>09/09/2024</td>
</tr>
<tr>
<td>Contract Award (subject to internal approval)</td>
<td>16 or 23/09/2024</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>26/09/2024</td>
</tr>
<tr>
<td>Kick-off Meeting (online)</td>
<td>w/c 23/09/2024 tbc with winning bidder</td>
</tr>
</tbody>
</table>

Please note that BFI reserves the right to change the above dates and timings.
3.4 PRESENTATIONS/INTERVIEWS
As detailed in Table 1 (Procurement Timetable) above, BFI reserves the right to conduct Presentations/Interviews as part of the evaluation process. BFI may request clarification of elements of a Bidder’s submission and BFI reserves the right to:

- Re-visit the evaluation scoring; and
- Ask further clarification questions.

Please note that BFI also reserves the right to shortlist bidders for the Presentation stage where it is deemed to be necessary.

3.5 CONTRACT
All requirements of the Tender shall form a part of the Contract, as shall the prices submitted by the appointed Tenderer. You are required to sign your acceptance to these as part of the Form of Tender (Appendix A)

The Contract term shall commence on the 26th September 2024 and terminate on acceptance, in writing by a BFI representative, of the final deliverables as agreed and described in Schedule 4 – Specification.

3.6 TENDER COSTS
The BFI will not be liable to any person for any costs incurred in the preparation and/or submission of the Tender.

3.7 CONFIDENTIALITY
Information contained in these documents, must not be divulged to any party other than the addressee.

Potential Providers must not disclose Tender prices, or even an approximation, prior to the deadline for receipt. In addition, they must not try to obtain information about Competitors’ Tenders, or proposed Tenders. The canvassing of BFI employees or the discussing of financial details with any BFI employees may result in disqualification.

3.8 INDUCEMENT
All Potential Providers must note the following warning applies in connection with any Contract awarded by the BFI. Potential Providers are forbidden to give or offer any gifts or consideration whatsoever as an inducement or reward to any employee of the BFI. Such action will have the effect of negating all current and future Contracts.

3.9 TENDER VALIDITY
The Tender should remain open for acceptance for 60 days. A Tender valid for a shorter period may be rejected.

3.10 CURRENCY OF TENDER
Tender prices shall be in GB Pounds Sterling.

3.11 AMENDMENTS TO TENDER DOCUMENTS
At any time prior to the deadline for receipt, the BFI reserves the right to amend the Tender documents. Any such amendment, will be notified in writing to all prospective Potential Providers. In order to give prospective Potential Providers reasonable time
in which to take the amendment into account in preparing their Tenders, the BFI may, at its discretion extend the deadline for receipt.

3.12 REQUESTS FOR INFORMATION
A period of requests for further information in respect of this document and the overall process is open between 08/07/2024 and 12 noon on 26/07/2024. Requests for further information must be submitted via the ‘Correspondence’ function within the BFI’s e-Tendering Portal - https://in-tendhost.co.uk/bfi/aspx/Home. We will endeavour to respond to you within 48 working hours.

Whilst the Potential Provider submitting the query will always remain anonymous, please note that responses, may be forwarded to all potential Tenderers unless the request is specific to that Potential Provider and/or of a confidential nature.

In addition to clarification via In-Tend, potential providers may attend an online supplier event hosted by the BFI. This is an opportunity, in an open forum, to discuss the requirements. The session will take place at 15:00 on Monday the 22nd July 2024. Please register for an invitation by messaging the Procurement Team via the eTending Portal https://in-tendhost.co.uk/bfi/aspx/Home

The clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of Bidders.

PLEASE NOTE: BFI reserves the right not to answer ITT clarification questions, which it receives after the ITT clarification deadline, set out in Table 1 (Procurement Timetable) of paragraph 3.3

3.13 BUSINESS CONTINUITY
As part of this Invitation to Tender, all Potential Providers must respond to the following question(s):

- Please provide your business continuity/disaster recovery procedures, which will ensure continuity of service in the event of business failure. This should be linked to the requirements of this Tender therefore you should consider how you would deal with key staff unavailability, loss of buildings/facilities and data continuity etc. including details of how often these procedures are tested and how this testing will be reported during the duration of the contract.

Please note that we are not expecting you to provide a copy of your full Business Continuity Plan but rather a written response that shows that you have considered how Business Continuity, would be handled in respect of this contract.
3.14 SMALL AND MEDIUM Sized ENTERPRISES (SMEs)
In line with Government policy, the BFI encourages SMEs to bid for BFI work. To help us understand how attractive our business is to SMEs, when submitting your response, please confirm the number of employees within your company within the Appendix G - Online Supporting Information Questionnaire.

Please note that, whether a Potential Provider is an SME or not, will have no influence on the award of the Contract. Bids are solely judged, on the award criteria described in this document.

3.15 LATE TENDERS
The deadline for Tender submissions to be uploaded to the BFI’s e-Tendering Portal https://in-tendhost.co.uk/bfi/aspx/Home is 12:00 noon on 01/08/2024.

Under the rules of this procedure and in fairness to all bidders, for any Tenders received after this deadline, unless there has been some sort of electronic / technical failure outside of the control of the bidder, which meant their submission being delayed, the BFI reserves the right to not consider the Tender.

In addition to the above, the BFI reserves the right to not consider, a Tender that does not meet any mandatory requirements (see Scope of Requirements section) or does not contain the following mandatory documents:

- Fully completed response to ALL questions in the “Format of Response” section of the Tender document.
- Completed Appendix A - Form of Tender.
- Completed Appendix E - Pricing Schedule (submitted in excel format only)
- Completed Appendix G - Online “Bidder Supporting Information Questionnaire” (Please note that you will not be able to submit your Tender unless all questions in this online questionnaire have been completed)
- Appendix H - Equality & Diversity Monitoring Form.
- Any other information requested to be submitted with your Tender.

3.16 AWARD CRITERIA
Following the deadline for submission of Tenders, the BFI will evaluate all Tenders correctly submitted with a view to identifying a preferred Potential Provider and reaching a contractual agreement subject to clarification of any outstanding matters.

Table 2: Evaluation Weightings
The following weightings will be applied to evaluate the Tenders. Scoring will be as per the guidance below and BFI may, at its sole discretion, seek additional clarification before finalising the score.

<table>
<thead>
<tr>
<th>Evaluation Criteria:</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality (80%)</td>
<td>Weighting (100%)</td>
</tr>
<tr>
<td>Experience - The project teams experience in conducting similar primary research and relevant data syntheses in the screen heritage preservation and access sector, or similar sectors.</td>
<td>25</td>
</tr>
</tbody>
</table>
2 **Reporting** - Solid evidence of the team’s capability to produce clear, concise, authoritative reports with actionable recommendations. 25

3 **Understanding** - Demonstrates a full understanding of the project’s requirements and proposed methodology. 20

4 **Engagement** – Demonstrates ability to identify, convene and engage with relevant sector stakeholders. 15

5 **Equality and Diversity** - Demonstrates experience of producing research with equity, diversity and inclusion in mind. 10

6 **Continuity / risk** – Demonstrates knowledge of key risks associated with project and their mitigation. 5

<table>
<thead>
<tr>
<th>Price (20%)</th>
<th>Weighting 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>100%</td>
</tr>
</tbody>
</table>

The Price element will be evaluated by **Procurement** using the following formula:

\[
\text{Lowest Bid} / \text{Potential Providers Bid} \times 20\
\]

For Quality, each individual evaluation criterion, will be evaluated using the following scoring methodology.

**Table 3: Scoring Matrix**

<table>
<thead>
<tr>
<th>Score</th>
<th>Scoring Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td><strong>Satisfies the requirement with additional benefits.</strong> Demonstration by the Potential Provider of the relevant ability, understanding, experience, skills and resource &amp; quality measures required to provide the services. Response identifies factors that will offer potential added value with evidence to support the response.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Satisfies the requirement.</strong> Demonstration by the Potential Provider of the relevant ability, understanding, experience, skills and resource &amp; quality measures required to provide the services.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Satisfies the requirement with some reservations.</strong> Demonstration by the Potential Provider of the relevant ability, understanding, experience, skills and resource &amp; quality measures required to provide the services, with some reservations.</td>
</tr>
<tr>
<td>1</td>
<td><strong>Does not meet the requirement and / or insufficient information provided.</strong> Does not comply and / or insufficient information provided by the Potential Provider of the relevant ability, understanding, experience, skills and resource &amp; quality measures required to provide the services.</td>
</tr>
</tbody>
</table>

Please note that the only valid form of notification will come from an Authorised Procurement personnel of the BFI, via the correspondence function of the BFI’s InTend eProcurement Portal. You must not under any circumstances, accept the award of the contract via any other method.

Although post tender clarification of issues is often necessary, the BFI does not normally enter post tender negotiations except in exceptional circumstances and
therefore the price submitted at the initial stage should be your keenest. For clarity, the prices you submit, should be shown exclusive of VAT.

Please note that BFI reserves the right to ask for your Best and Final Offer (BAFO) regarding your proposed Tender Price during the evaluation period.

3.17 BFI RIGHT TO ACCEPTANCE OF TENDERS
The BFI does not bind itself to accept the lowest Tender or indeed any Tender submitted and reserves the right to accept any Tender in whole or in part.

3.18 NOTIFICATION OF AWARD
All Potential Providers will be contacted on the same day with an outcome to confirm if their Tender has been successful or not. The BFI will award the Contract to the Tenderer whose Tender is considered to be the Most Economically Advantageous Tender (MEAT) overall.

3.19 POTENTIAL PROVIDERS ELIGIBILITY AND QUALIFICATIONS
If so requested, Potential Providers shall as part of their Tenders, provide documentation establishing their eligibility to tender and their qualifications to fulfill the contract if accepted. The documentary evidence shall establish, among other things, that the Tenderer has the necessary financial, technical and production capability (as appropriate).

3.20 VALIDITY OF INFORMATION
Please note that all Potential Providers must satisfy themselves, by their own investigations, of the accuracy of all information supplied by the BFI. No responsibility shall be accepted by the BFI for any inaccurate information given at any other time on any form whatsoever.

3.21 TRANSPARENCY AGENDA
From 1 April 2011, the BFI became a non-departmental public body (NDPB). In line with its aims for greater transparency in public sector procurement and contracting, the Government has outlined its requirements across all its operations in order for the public to be able to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, suppliers and organisations looking to bid for contracts should be aware that if they are awarded a BFI contract, we are legally required to publish the details of that contract. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law.
3.22 FREEDOM OF INFORMATION ACT
The BFI is committed to open government and to meeting their legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the BFI may need to be disclosed by the BFI in response to a request under the Act. The BFI may also decide to include certain information in the publication scheme, which the BFI maintains under the Act.

If a Potential Provider considers that any of the information included in their Tender is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

The Potential Provider should be aware that, even where they have indicated that information is commercially sensitive, the BFI might be required to disclose it under the Act if a FOI request is received.

Potential Providers should also note that the receipt of any material marked ‘confidential’ or equivalent by the BFI, should not be taken to mean that the BFI accepts any duty of confidence by virtue of that marking.

3.23 GENERAL DATA PROTECTION REGULATION (GDPR)
The UK General Data Protection Regulation (the “UK GDPR”) came into force on 1 January 2021 and enacts the EU General Data Protection Regulation 2018 (the “EU GDPR”) into UK law with a few minor amends, although this may change over time. Data Protection in the UK is also governed by the Data Protection Act 2018 (the “DPA 2018”). It is a mandatory requirement for all Potential Providers that they must adhere to all relevant data protection laws (where dealing with EU citizens, the EU GDPR must still be adhered to in relation to their personal data). Data Protection law in the UK, is enforced by the Information Commissioner’s Office (the “ICO”) and we expect all Potential Providers to be fully aware of the above laws and regulations, especially in regards to the substantial penalties that can be given for breaches of Data Protection law.

Clauses regarding adherence to the GDPR are included within the contract for this Tender, but it is a mandatory requirement that all Potential Providers, when submitting their Tenders, must also respond to the following questions in the online Bidder Supporting Information Questionnaire.

- If applicable, please list all of the geographical locations where you transfer to or store personal data throughout the world (including the UK).
- What current Data Security Accreditations do you hold? (e.g. ISO27001, Cyber essentials etc.)

3.24 SUSTAINABILITY
Addressing environmental sustainability and the climate emergency has never been more urgent globally and our screen industries have an important role to play in driving change. As the lead body for film in the UK, we embrace best practice and take seriously our responsibility to co-ordinate a UK-wide sustainability strategy for all parts of the film sector.
BFI released a new Sustainability Policy in September 2020. A copy of this can be found in Appendix B. Further details of the BFI’s expectations of its Suppliers can be found in the BFI Code of Conduct for Suppliers in Appendix C.

3.25 SOCIAL VALUE
Social Value refers to the wider financial and non-financial value created by an organisation through its day to day activities in terms of the wellbeing of individuals and communities, social capital created and the environment.

The BFI is committed to ensuring all its Contractors and Service Providers are aware of Social Value and expects all of them to, where applicable, use reasonable endeavours to address Social Value in the areas of any National Public Health Pandemic /Virus (e.g. Covid-19) recovery, tackling economic inequality, addressing equal opportunities and improving wellbeing.

3.26 PERFORMANCE
Performance will be measured and agreed against the requirements as detailed in Schedule 4 – Specification and also monitored throughout the duration of the Agreement to allow for a review at the end of the first year. This is to determine if the Agreement will be extended for the following year and if any enhancements are needed for the Agreement for the following year. The Contractor will also be required to attend Contract Management meetings as and when required.

3.27 ACCEPTANCE OF TERMS AND CONDITIONS
Please note that bidders are to review the draft Contract (Appendix F) and, as part of your Tender response, please indicate your acceptance of these Terms and Conditions or provide comments for discussion. If you do not respond to this section, we will assume that you accept the terms as written. If we offer you a Contract after accepting the BFI’s Terms and Conditions and you submit comments at that stage, we reserve the right to withdraw our offer.

3.28 ANNUAL REPORTING DIVERSITY & INCLUSION STATISTICS
The BFI is committed to promoting diversity and inclusion and, being a NDPB it is required to report on diversity and underrepresented ethnicity statistics directly to the Department for Culture, Media & Sport (DCMS).

As part of this Tender, it will be a contractual mandatory requirement for the Contractor to provide the statistics contained within the form at Appendix H. The successful Contractor will be required to provide these statistics on an annual basis throughout the duration of the Contract.
3.29 SUBMISSION INSTRUCTIONS

Your attention is drawn to the ‘Conditions of Submission of Electronic Documents’ (Appendix D). All tenders must be uploaded to “ITT Stage – Screen Heritage Skills Research” on the BFI's eTendering Portal – https://in-tendhost.co.uk/bfi/aspx/Home.

The deadline for the submission of Tenders is:
12:00 noon on 01/08/2024
BRITISH FILM INSTITUTE

Tender for: Screen Heritage Skills Research

4. SPECIFICATION

OUTLINE OF REQUIREMENT

Background

The screen heritage sector’s workforce - understood here as both preservation-focussed roles (incorporating film conservation) and access-focussed roles (including projection) – is facing multiple challenges. Skills shortages and gaps have been identified in the following areas:

- heritage skills and legacy formats (the roles around preservation and archiving of film, video tapes and other media that are becoming obsolete; film projection and other related technical roles);
- new digital capacities; and
- various types of soft skills, including advocacy.

Skills in the screen heritage sector are at risk due to several factors. For example:

- Experienced practitioners are retiring without the opportunity to transfer their skills and knowledge to the next generation. This is partially due to a lack of opportunities for traineeships or apprenticeships. Such on-the-job training and progressing up the ranks of moving image archives has long been a traditional pathway in the sector’s pipeline.

- Formal training is also failing to supply a highly skilled workforce: where previously there were higher education and vocational routes to training in film conservation and film archiving, these are no longer offered as full courses in the UK, replaced with limited optional modules in related skills areas. This training gap is being partially addressed by independent, short training workshops organised by operating archives and the International Federation of Film Archives (FIAF) however these are not held in the UK.

- At the same time, advanced and versatile digital skills are required to meet the challenge of being able to keep up with technology - to be able to preserve born-digital material and avoid a digital cliff in the record of the moving image artform. For example, the workforce needs to be able to code for workflows, create tools for online acquisition, use AI tools to automate and enhance access, model 3D parts for printing, and invent or refine new file formats. While skills for digital screen heritage work may be transferable from other sectors, routes into the heritage workforce, or training to adapt those skills to the screen heritage sector, are not provisioned.
Finally, as in many other sectors of UK economy, the screen heritage workforce needs access to training and professional development in business and soft skills.

The external advisory group to the Research and Statistics Fund positively supported the need for skills research in the screen heritage sector that will lead to an improved understanding of the workforce needs in the sector, including factors impacting retention and progression, and which helps to focus industry investment on the most relevant training and recruitment initiatives.

Purpose

The goal of this research is twofold:

- To provide a robust analysis of the effectiveness of existing formal training pathways and informal workplace training in the screen heritage preservation and access sector; and

- To make prioritised recommendations as to the key interventions that would enhance the sector’s ability to build a well-trained, skilled workforce, and address the multiple challenges currently faced by the sector.

Scope of the study

The research will focus on screen heritage sector preservation-focussed roles and selected screen heritage access-focussed roles (projectionist and related technical professions). These roles and skills may be found in both non-commercial 'public' archives, as well as in commercial moving image sectors.

The overarching research question that this project should answer is: ‘How do we build a well-trained, skilled screen heritage workforce that is fit for purpose?’

The appointed supplier will first carry out an analysis of the effectiveness of existing formal training pathways and informal workplace training (etc.), including:

- Entry level technical skills training routes.
- Undergraduate and postgraduate study options
- Continuous professional development (CPD): both on-the-job training and externally offered courses.
- Routes for workers moving from the general archives sector into moving image archives.
- Existing attempts to develop more future-facing digital skills within the sector.

The key questions that will guide the research on the effectiveness of existing formal training pathways and informal workplace training are:

- How are skills currently developed (including, but not limited to, formal education pathways, apprenticeships, informal on the job training, etc.)?
What is lacking in current training provision (formal and informal), from entry level through to in-work CPD?

What are the barriers to innovating skills provision to overcome the current challenges?

Answering this question will require the appointed supplier to undertake a deep dive into training mechanisms and the cultures and behaviours in the sector that might be preventing positive and sustainable skills provision and recruitment from being embedded, alongside consideration of any material barriers (for example, a lack of resources, small teams, insufficient skilled trainers to provide training, etc.)

What are the existing overlaps with archives in other specialisms, or in contemporary screen sector settings in terms of skills provision and overcoming succession and knowledge transfer challenges?

The appointed supplier should assess what additional elements are critical in the implementation of potential solutions. This may include considering what cultural attitudes and schools of thought underpin skills provision in adjacent sectors, such as archives in other specialisms and the contemporary screen sector.

Due consideration needs to be given to the international aspects of skills development, including learning from international best practise.

The appointed supplier will then bring together knowledge from a variety of sources gathered through the research to make prioritised recommendations as to the key interventions that would enhance the sector's ability to build a well-trained, skilled workforce, and address the multiple challenges currently faced by the sector.

These recommendations must be evidence-based, for example, drawing on the most relevant skills frameworks, case studies and best practice from outside the sector, and be based on an excellent understanding of the limitations and strengths of the screen heritage sector itself.

The key questions that will guide the research on recommendations and interventions are:

- Which skills interventions and programmes are needed / should be prioritised?
- How can these training and skills routes overcome practical and cultural barriers to diverse engagement in order to provide depth / quality of skills and be fit-for-purpose?
- What is the estimated scale of the required changes, and what resources would be required to implement them?
- Are there options for including specific analogue, digital and soft skills training modules for the screen heritage sector in existing formal academic and technical training pathways?
To remain relevant to all UK nations, the research will need to take account of the different skills systems and training frameworks applicable to England, Scotland, Wales and Northern Ireland.

Furthermore, the research must complement rather than duplicate any existing or currently undertaken work.

The research approach and methodology will be agreed and finalised with the appointed supplier but is expected to employ mainly qualitative methods, alongside a smaller element of quantitative data collection (for example, relating to the current training provision).

**Key research beneficiaries**

The key beneficiaries for this research study are:

- **Employers**: improved understanding of the workforce needs in the screen heritage sector, including factors impacting retention and progression, helping to focus industry investment on most relevant training and recruitment initiatives.

- **Government, trade bodies and policy makers**: to inform policies and interventions to improve access to work in the sector (including interventions to improve diversity of the workforce) and support the provision of adequate education and training.

- **Training and education providers**: improved understanding of skills gaps in the sector, aiding the design of potential training and education opportunities to address these.

**Deliverables**

The research deliverables are:

- **As a precursor** to the draft report, a short PowerPoint deck (a maximum of five to ten slides) containing the headline findings that answer the key research questions. Drafting of the report should not commence until the BFI has reviewed and signed off on this PowerPoint deck.

- A draft report in Word of up to 35 pages (including the Executive Summary but excluding any appendices). Please allow for at least three iterations of the draft report in your costings). Note that “draft report” means a complete, proofed and formatted document.

  - We expect the report to be an authoritative document, assessing a limited number of feasible, impactful interventions for building a well-trained screen heritage workforce fit for the future needs, and describing actionable recommendations for employers, training providers, policy makers and trade bodies, based on the identified
examples of best practise.

- The report should contain a summary of evidence that supports the actionable recommendations.

- A final written report, up to 35 pages (including the Executive Summary but excluding any appendices) as per the above description, and in a ready-to-publish PDF format.

- A final PowerPoint deck (approx. 20 slides) and two presentations of this to the BFI and industry stakeholders.

**Table 4: Indicative Meetings and Key Milestones**

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-off meeting</td>
<td>w/c 23 September 2024</td>
</tr>
<tr>
<td>Headline PowerPoint (5-10 slides) delivered to the BFI</td>
<td>w/c 27 January 2025</td>
</tr>
<tr>
<td>First draft report delivered to the BFI</td>
<td>w/c 17 February 2025</td>
</tr>
<tr>
<td>Final report delivered to the BFI</td>
<td>w/c 24 March 2025</td>
</tr>
<tr>
<td>Final PowerPoint delivered to the BFI (approx. 20 slides)</td>
<td>w/c 24 March 2025</td>
</tr>
<tr>
<td>2 x presentation of PowerPoint slides</td>
<td>Dates TBC</td>
</tr>
</tbody>
</table>

**Account management**

In performing the services required under this contract the supplier will report to Yvonne Harris, Senior Fund Manager, Research and Innovation and Ania Ostrowska, Research Manager.

Please specify in your proposal the named individual who will be responsible for the account management of this contract on behalf of your organisation.

The project will have a small steering group comprising BFI skills expertise alongside key external stakeholders representing International Federation of Film Archives (FIAF), Film Archives UK (FAUK), The National Archive (TNA), the National Library of Scotland, The National Screen and Sound Archive of Wales and Northern Ireland Screen.
Management reporting/meetings
The successful supplier will be required to attend a project kick-off meeting by video conference w/c 23 September 2024 (date TBC) with the BFI team.

This will be followed by short (approx. 30 minute) fortnightly project progress calls with the BFI project team for the duration of the project.

We may also require the successful supplier to attend a video conference meeting to discuss the draft research reporting to enable completion of the final research report, or at a project stage where the supplier would find a video conference call of value.

Finally, we require the successful supplier to present the draft research findings by video conference to the BFI and the project’s steering group. We will notify the successful supplier in sufficient time in order to adequately prepare for the call.

Pricing and budget
The budget for this contract is up to £50,000 plus VAT. The payment schedule will be as follows:

- one third payable on signature of contract;
- one third on written acceptance of the first draft report by the BFI; and
- one third on written acceptance of final report by the BFI and the delivery of two presentations.

A full resource schedule including a breakdown of activities, time allocated and daily rate of each member of the project team, including their respective job titles, should be included as part of your fee proposal. Bidders must produce a schedule of charges estimating the number of days and travel and subsistence costs associated with their bid.

The total price will be exclusive of VAT but inclusive of all expenses and all other costs incurred.
5. FORMAT OF RESPONSE

Responses to the questions below do not need to be completed within this document and can be responded to in your own format. Please respond to the questions in the same order as below for clarity in evaluation.

5.1 QUESTIONS

Table 5: Please respond to the following questions:

<table>
<thead>
<tr>
<th>Quality Questions (80%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience</strong> - The project team’s experience in conducting similar primary research and relevant data syntheses in the screen heritage preservation and access sector, or similar sectors. (25%)</td>
</tr>
<tr>
<td>Q1. Provide details of your team, provide CVs detailing relevant experience. <em>(Two sides of A4 / person maximum)</em></td>
</tr>
<tr>
<td>Q2. Provide a statement demonstrating your proposed team members track record in undertaking similar evidence gathering, data collection and data syntheses in the screen heritage preservation and access sector or similar sectors. <em>(Two sides of A4 maximum)</em></td>
</tr>
<tr>
<td><strong>Reporting</strong> - Solid evidence of the teams capability to produce clear, concise, authoritative reports with actionable recommendations. (20%)</td>
</tr>
<tr>
<td>Q3. Please provide examples of clear, concise and accessible reports or other material produced by your proposed team members for similar studies in the past (as attachments or links). Please also include brief examples (e.g. screenshots) of infographics and PowerPoint presentations. Please highlight the examples from past projects that demonstrate your team’s ability to formulate actionable recommendations for a range of relevant stakeholders. <em>(Three sides A4 maximum).</em></td>
</tr>
<tr>
<td><strong>Understanding</strong> - demonstrates a full understanding of the projects requirements and proposed methodology.</td>
</tr>
<tr>
<td>Q4. Please provide evidence that demonstrates your understanding of the study’s scope of requirement (not simply a repetition of the requirements laid out in the Invitation to Tender) <em>(Two sides A4 maximum)</em></td>
</tr>
</tbody>
</table>
Q5. Please describe in detail the methodology you propose to use, outlining how it will meet our requirements and how it will ensure that the study’s findings stand up to scrutiny and generate a high level of confidence. Note that in screen heritage access we are only interested in the role of projectionist and related technical professions.

Please indicate where there may be issues with evidence gaps and how you propose to fill them, clearly explaining the methodology for this and how this will be quality controlled to ensure it is robust and reliable.

Please identify potential risks or challenges which you foresee and provide details of how you propose to mitigate them.

*(Four sides A4 maximum)*.

**Engagement** – demonstrates ability to identify, convene and engage with relevant sector stakeholders. (15%)

Q6. Please provide details of any existing networks or communication channels you will utilise to deliver this project.

Please describe your plans for how you propose to engage and collaborate with industry practitioners and stakeholders to undertake this research. This may include, but not be limited to, the International Federation of Film Archives (FIAF), Film Archives UK, The National Archives, National Library of Scotland, National Lottery Heritage Fund, The National Screen and Sound Archive of Wales and Northern Ireland Screen.

Please provide examples of when you have engaged and managed a broad range of stakeholders in undertaking similar projects.

*(Two sides A4 maximum)*.

**Equality and Diversity** - demonstrates experience of producing research with equity, diversity and inclusion in mind. (10%)

Q7. Please provide details of how the past projects your team members were involved in championed equity, diversity and inclusion (EDI).

Include concrete examples of such projects or activities but please note that they did not have to focus specifically on EDI issues; we are interested in hearing about the underlying principles that assured EDI was embedded in them.

The principles that guide BFI’s inclusion work can be found here: [BFI inclusion principles](https://www.bfi.org.uk/about-us/equality-diversity/inclusion-principles) | [BFI](https://www.bfi.org.uk)

*(One side A4 maximum)*.

**Continuity / risk** – demonstrates knowledge of key risks associated with project and their mitigation. (5%)
Q8. Please provide your business continuity / disaster recovery procedures which will ensure continuity of service in the event of business failure – this should be linked to the requirements of this tender so you should consider how you would deal with key staff unavailability, loss of buildings/facilities and data continuity etc. - including details of how often these procedures are tested and how this testing will be reported during the duration of the contract.

Please note that we are not expecting you to provide a copy of your full BCP but rather a written response that shows that you have considered how Business Continuity would be handled in respect of this contract.

(Two sides A4 maximum).

<table>
<thead>
<tr>
<th>Price (20%)</th>
<th>Weighting 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price – see page 10. Price information must be supplied on the Pricing Schedule provided as Appendix E.</td>
<td>100%</td>
</tr>
</tbody>
</table>

6. SUPPORTING INFORMATION
The following mandatory questions are for information only but these should be responded to within the online questionnaire Appendix G – Bidder Supporting Information, which is uploaded alongside this ITT. You will not be able to submit your Tender unless you have responded to each of these questions:

6.1 Company Information
In respect of section 1.13, please confirm the number of employees within your company and your annual turnover in GB Pounds Sterling.

6.2 References
Please provide two references, for contracts for which you provide a relevant set of services, including the name, address, telephone number and email address of the contact for this contract.

6.3 Financials
Are you able to provide a copy of your audited accounts for the last two years, if requested? If you answered ‘NO’ to the question above, can you provide one of the following?

- b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
- c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means.
- d) The current D & B Credit Rating Report for your Company. Please include details of any Credit Rating changes for the preceding two years.
6.4 Insurance
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract the minimum levels of insurance cover indicated in the online questionnaire. You will be required to provide evidence of this if you are successful at the contract award stage.
APPENDIX A - FORM OF TENDER
FOR SCREEN HERITAGE SKILLS RESEARCH

The Tenderer shall complete this form and upload with their response. The wording or layout of this form must not be altered. The content should be cut on paste onto a separate document prior to completion.

Submitted by: (Full registered name and address of company)

________________________________________________________________________

________________________________________________________________________

Telephone __________________________ Email __________________________

Name & Job title of person authorised to complete and sign this Form of Tender (block capitals):

Name ___________________________ Job title __________________________

Signature ___________________________ Date __________________________

In response to the BFI's Invitation to Tender:

1. I have read the information provided in your Invitation to Tender and, subject to and upon the terms and conditions contained in the ITT, I offer to supply the services described in such manner as defined.

2. I confirm that I am authorised to complete the Form of Tender.

3. I agree that the Tender Offer & any Contract, which may result there from, shall be made upon the mutual agreement of Terms and Conditions.

4. The specification, information, and prices offered in this Tender are guaranteed to be held as valid for 60 days from the published date of the Tenders being opened by the BFI. I confirm that the terms of the Tender will remain binding upon me and may be accepted by the BFI at any time before that date.

5. I agree that the Contract shall be valid upon acceptance and signature by both parties of the Contract documents.

6. I confirm that the prices in the Tender Offer have been arrived at independently, without consultation, communication, agreement or understanding for the purpose
of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

7. Unless otherwise required by law, I have not knowingly been disclosed the prices which have been quoted in the Tender, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.

8. I confirm that I have made no attempt, or will make no attempt, to induce any other person or firm to submit or not to submit a Tender Offer for the purpose of restricting competition.

9. I confirm that my organisation submitting this Tender will abide by the BFI Code of Conduct for Suppliers.

10. I agree that any other terms or conditions or any general reservation which may be printed on any correspondence emanating from my organisation in connection with this Tender or with any Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

11. The price shall be as shown in the Tender submission. I understand that I will be notified of any arithmetical errors within my Tender Offer submission, and may be requested to either stand by any discrepancies or withdraw my offer.

12. I understand that the BFI is not bound to accept the lowest or indeed any Tender.

13. I understand that if I am awarded a Contract, after accepting the BFI Terms and Conditions and submit comments afterwards, the BFI reserves the right to withdraw the offer.

14. I agree that the construction, validity, performance and execution of any Contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.

Having made due allowances for the full requirement in the ITT documents, we hereby offer to provide the Services to the BFI in accordance with the Terms and Conditions for the price stated below

For the Total Price of:

£ ________________ in words
________________________________________________

As detailed in the Pricing Schedule (Appendix E)
APPENDIX B - BFI SUSTAINABILITY POLICY

BFI SUSTAINABILITY POLICY

At the BFI we support, nurture and promote the art of film, television and the moving image. A registered charity governed by Royal Charter, we are funded by Government and earned income, and as a distributor of National Lotter funds, the BFI is at the heart of the UK’s fast growing screen industries, protecting the past and shaping their future across the UK, engaging creative storytellers, industry and audiences.

Addressing environmental sustainability and the climate emergency has never been more urgent globally and our screen industries have an important role to play in driving change. As the lead body for film in the UK, we embrace best practice and take seriously our responsibility to co-ordinate a UK-wide sustainability strategy for all parts of the film sector.

As part of our commitment to deliver change we support BAFTA’s albert* guidance and other initiatives to deliver greater sustainability and eliminate waste, and we fund research to support the sector seeking to adopt more sustainable practices. We have joined other major arts and cultural organisations in signing up to Culture Declares Emergency and we also welcome all new thinking and experiences which we may all learn from.

Given the power of our artistic output in film and television on screen, we recognise that we have the ability to encourage and influence the film sector our National Lottery funded activities and the wider public through our cultural programme.

However, we also believe embracing and incorporating best practice, starts at home and have pledged to work towards reducing our own emissions to net zero by 2025. To help reduce our impact across our activities and operations we monitor, measure and report on the carbon that we generate through our work.

We are also taking important steps across a range of our operations. Our sustainability commitments can be defined in these ways:

Economic

- The BFI will contribute to a diverse and stable economy and commit to ethical and transparent business and financial practice.

- **Funding and advocacy.** We are increasing our focus on the environmental impact of the projects that we fund. All BFI-funded films are required to calculate
their carbon footprint and provided with resources to guide them to reduce their emissions.

- **Advocacy.** We work with partner organisations and funded projects to promote best practice in sustainability across the screen sector. Many organisations are developing sustainability policies for the first time as a result of receiving BFI funding. We also commission and fund major research to improve the sector's sustainability.

**Environmental**

- **Carbon emissions.** Since 2021 the BFI has reduced its carbon footprint by 40%. We are mapping out a route to net-zero by 2025 and report annually on progress through the BFI’s annual report and accounts online.

- **Renewable energy.** Our venues, offices and film archives utilise significant quantities of electricity and gas. We source renewable energy for our entire electrical supply and are actively seeking ways to reduce our dependency on natural gas. Our carbon emissions for 2019/20 have been reduced by 3.4%.

- **Resource consumption.** We monitor resource consumption in our activities and attempt to procure the least impactful options.

- **Waste management.** We operate a zero to landfill policy with residual waste going to an energy recovery facility.

- **Procurement.** All BFI procurements engage with sustainability at an early stage: sustainability is scored alongside performance and value for money.

- **Travel and transport.** We have a transport and travel policy that prioritises lower carbon options and we do not take flights within mainland UK.

- **Biodiversity.** The BFI recognises biodiversity loss as a serious and pressing issue. Where possible we seek to actively improve biodiversity by using organic pesticides, planting for biodiversity and enabling bee keepers to locate their hives on our estate.

- **Public awareness.** Through our cultural activities we will highlight environmental issues, raise awareness of them and promote conservation and action around them.
Social

- We monitor and improve working conditions for our staff to ensure their wellbeing; invest in staff training and development, including in carbon literacy; and are committed to a productive partnership approach by working with recognised trade unions and employee engagement.

- We will not tolerate discrimination of our staff, stakeholders or audiences in respect of disability, ethnicity, gender, political persuasion, religion or sexual orientation and we encourage equality.

- Our colleagues across the organisation are encouraged to contribute to our sustainability policy and initiatives.

- We engage with the local community through our continued work with education establishments and special events.
APPENDIX C - BFI CODE OF CONDUCT FOR SUPPLIERS

The BFI is committed to ensuring that all goods and services supplied are produced and delivered under conditions that do not involve the abuse or exploitation of any persons, have the least negative impact on the environment and produce a positive effect on equality and fairness.

In order to ensure equality and fairness through the supply chain, the BFI requires its suppliers to adhere to the following code of conduct which is based on the Ethical Purchasing Policy, developed by Oxfam and incorporates International Labour Organisation conventions.

LABOUR STANDARDS

*Employment is freely chosen* – Workers are not required to lodge ‘deposits’ or their identity papers with their employer and are free to leave their employer after reasonable notice.

*Freedom of association and the right to collective bargaining are respected* – Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their respective functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

*Working conditions are safe and hygienic* – a safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

*Child Labour shall not be used* – There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions.

*Living wages are paid* – Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages
before they enter employment and about the particulars of their wages for the pay period concerned each time they are paid. Deductions from wages as a disciplinary measure, shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures shall be recorded.

**Working hours are not excessive** – Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Overtime shall be voluntary, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

**No discrimination is practised** – There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**Regular employment is provided** – To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations, arising from the regular employment relationship shall not be avoided, through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

**No harsh or inhumane treatment is allowed** – Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

**No slavery, servitude, forced or compulsory labour or human trafficking, is taking place** – As part of the Modern Slavery Act 2015, commercial organisations with a UK presence and a global turnover of £36m or above will be required to publish an annual statement of the steps it has taken for each financial year that ends on or after 31 March 2016. For these purposes, turnover means the amount derived from the provision of goods and services falling within the ordinary activities of the organisation or its subsidiaries, after deduction of i) trade discounts, ii) VAT and iii) any other taxes. The statement must disclose what steps the organisation has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

Regardless of turnover or location, the BFI will expect its suppliers to publish an annual statement, which dependent on each suppliers own individual circumstances, covers all or part of the below and / or any other areas deemed relevant to that particular supplier:

a) A brief description of the suppliers business model and supply chain relationships;

b) Policies relating to modern slavery, including due diligence and auditing processes implemented;

c) Its due diligence processes in relation to slavery and human trafficking in its business and supply chains;

January 2024
d) Training available and provided to those in (i) supply chain management and (ii) the rest of the suppliers organisation; 

e) The principal risks related to slavery and human trafficking including how the supplier evaluates and manages those risks in their organisation and their supply chain; and 

f) Relevant key performance indicators (Key performance indicators are measures that will assist the reader of a slavery and human trafficking statement to assess the effectiveness of the activities described in the statement.)

If the supplier has a global turnover of £36m or above, the annual statement should have been approved internally and published in accordance with the Modern Slavery Act 2015 requirements.

Suppliers should make staff aware of the Modern Slavery Helpline on Tel: 08000 121 700 or online at: www.modernslaveryhelpline.org. The Helpline provides information and advice about modern slavery, a 24 hour telephone reporting line and an online reporting function through the website.

ENVIRONMENTAL STANDARDS
Suppliers should as a minimum, comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

Waste Management – Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

Packaging and Paper – Undue and unnecessary use of materials is avoided and recycled materials used whenever appropriate.

Conservation – Processes and activities are monitored and modified as necessary, to ensure the conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

Energy Use – All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation are based on the need to maximise efficient energy use and to minimise harmful emissions.
APPENDIX D - CONDITIONS OF SUBMISSION OF ELECTRONIC DOCUMENTS

1. The BFI will only accept documents for Tenders or quotations placed on its e-tendering system to be received electronically unless explicitly stated otherwise in the Tenderer’s instructions.

2. A Tender lodged electronically to us is deemed for all purposes to be the true and legal version, in writing, duly executed by the Tenderer and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.

3. Tenders submitted via the Electronic Tendering System must be received in full prior to the closing time.

4. If the electronic files containing the Tender are corrupt, contain a virus or are unreadable for any reason, the Tender will not be considered.

5. Immediately prior to submitting a Tender electronically, the Tenderer must check the electronic files making up the Tender for viruses using fully current virus checking software and must remove all viruses from the files.

6. The BFI accepts no responsibility for you misunderstanding instructions or incorrect use of the system.

7. Potential Providers acknowledge and accept, in respect of electronically transmitted tenders, that:
   - Lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to closing time.
   - The BFI shall not be liable or responsible for the loss, damage, destruction or corruption of any Tender, however caused.
   - The BFI, until after the Tender closing time, may not discover corruption or unreadable files submitted via the Electronic Tendering System.
   - Faults in the Tenderer’s system are not the responsibility of the BFI and no extension to the closing time will be made.
   - The Server Clock displayed within the e-tendering system shall govern the time.