ISLE OF ANGLESEY COUNTY COUNCIL

Invitation to Participate

FOR THE PROVISION OF:

CASE MANAGEMENT SYSTEM
PUBLIC PROTECTION TEAM

DEADLINE FOR CLARIFICATIONS:
12:00 Wednesday, 9 December 2026

DEADLINE FOR REQUESTS TO PARTICIPATE:
12:00 Wednesday, 16 December 2026

Please ensure that you read this document carefully and fully as failure to comply may result in exclusion from the Procurement Process or rejection of a Tender Response.

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Definitions

In this Tender Pack, unless the context otherwise requires, the following terms have the meanings set out below:

- **Act** – refers to the Procurement Act 2023 (as amended from time to time) and any applicable regulations thereunder
- **Bidder** — any organisation, company, or individual submitting a Tender Response in accordance with this Tender Pack.
- **Centralised Debarment List** – a public register established by the UK Government that lists suppliers whose past behaviour or circumstances mean that it is not, or may not be, allowed to participate in covered procurements or be awarded public contracts
- **Closing Date** – the date on which the deadline for request for clarifications is set by IOACC.
- **Confidential Information** — all information disclosed by either party that is marked confidential or would reasonably be considered confidential by its nature.
- **Contract** — the legally binding agreement to be entered into between the Contracting Authority and the successful Bidder following completion of the Procurement Process.
- **Deliverables** — all goods, services, outputs, reports, or materials the Successful Bidder is required to provide under the Contract.
- **Framework Agreement** – a Contract that sets out the broad terms and conditions under which future, more specific call off Contracts can be awarded without conducting a full Procurement Process.
- **IOACC** – Isle of Anglesey County Council
- **Open Framework Agreement** – is a type of Framework Agreement that must be reopened for competition at least once in the first 3 years, once in the following 5 years and shall last for a maximum of 8 years unless otherwise stated in this Tender Pack or if awarded to a single supplier in which case it can only be awarded for a period of 4 years.
- **Project Bank Accounts** - ring-fenced bank accounts with trust status that act as a mechanism for making payments to a supply chain. Welsh Procurement Policy Note (WPPN) 010: Project bank accounts [HTML] | GOV.WALES
- **Price** — the total amount payable to the Successful Bidder for the performance of the Contract, as set out in the Pricing Schedule.

- **Pricing Schedule** — the document setting out the breakdown of the Price, including rates, fees, and any reimbursable expenses.

- **Procurement Process** — the procedure undertaken by IOACC to select the Successful Bidder in accordance with applicable procurement regulations.

- **Procurement System** – the cloud-based system provided by Sell2Wales where the Tender Pack can be found, clarification requests, correspondence and Requests to Participate are to be submitted.

- **Specification** — the detailed description of the goods, services, or works required by IOACC, as set out in Appendix 1 of this Tender Pack.

- **Successful Bidder** — the Bidder whose Tender Response is accepted and who enters into the Contract with the IOACC.

- **Tender Pack** — the collection of all documents issued by IOACC that sets out the requirements of the Procurement Process, the rules governing the Procurement Process, the information to be provided by Bidders, and the terms and conditions that will apply to the Contract.

- **Tender Response** — the complete set of documents, proposals, declarations, and supporting information submitted by the Bidder in response to this Tender Pack.

- **TUPE** - Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and any regulations made thereunder.

- **Working Day** — any day other than a Saturday, Sunday, or public holiday in England and Wales.

1.0 Introduction

1.1 The Isle of Anglesey County Council is the local authority for the Isle of Anglesey, Wales serving approximately 70,000 residents.

1.2 IOACC's vision is to create an Anglesey that is healthy and prosperous where people can thrive.

1.3 To help achieve its vision, IOACC's strategic objectives are,

- Welsh Language - increasing opportunities to learn and use the language.
- Social Care and Wellbeing - providing the right support at the right time.
- Education – ensuring an effective provision for today and for future generations.
- Housing – ensuring that everyone has the right to call somewhere home.
- Economy – promoting opportunities to develop the island's economy.
- Climate Change – responding to the crisis, tackling change and working towards becoming a net zero organisation by 2030

2.0 Tender Overview

2.1 IOACC is currently inviting requests to participate for the provision of a Case Management System for the Public Protection Team. IOACC is not currently seeking the submission of tenders, and no tenders shall be considered at this stage.

2.2 Prior to publishing the Tender Notice (as defined under the Act), IOACC conducted preliminary market engagement and issued a notice on Selll2Wales on 30/06/2026. Notice Reference **ocds-h6vhtk-06bfe6.**

2.3 IOACC wishes to procure and implement a modern, integrated case management system to replace the platform currently used by the Public Protection Team.

2.4 The system provides essential management information that supports internal governance, performance monitoring, audit activity, and the completion of statutory and national returns.

2.5 The system must be a Software as a Service ("SaaS") solution.

2.6 IOACC intends to appoint one (1) Successful Bidder as a result of this Procurement Process.

3.0 Contract Term

3.1 The initial term of the Contract shall be 5 years.

3.2 IOACC may extend the Contract for a further period of 3 years subject to the final agreement of both parties.

3.3 IOACC reserves the right to directly award new Contract(s) for similar goods, works or services to the Successful Bidder within five years from the award of this Contract in accordance with Schedule 5 paragraph 8 of the Act.

4.0 Selection Process

4.1 IOACC will procure the required services by using the Competitive Flexible Procedure in accordance with Section 20 of the Procurement Act 2023.

4.2 The Procurement Process shall include the following stages,

Stage 1,

A: Issue of Invitation to Participate and Receipt of Requests to Participate

B: Evaluation and Due Diligence of Requests to Participate.

C: Communication of Shortlisted Bidders

Stage 2,

A: Issue of Invitation to Tender to all Shortlisted Bidders and Receipt of Tender Responses

B: Evaluation of all Tender Responses

C: Communication of Shortlisted Bidders

Depending on the number of Bidders shortlisted from Stage 1 to Stage 2, Stage 3 may be incorporated into Stage 2.

Stage 3,

A: Issue of Invitation to Demonstrate to all Shortlisted Bidders

B: Demonstrations held and evaluated

C: Notification of Award

5.0 Clarifications

5.1 Any questions regarding the Tender Pack or the Procurement Process should be submitted electronically via IOACC's Procurement System.

5.2 All queries should be raised and submitted to IOACC no later than 5 Working Days prior to the Closing Date referred to be in point 6.1.

5.3 IOACC will endeavour to answer all queries raised at least 3 Working Days before the Closing Date.

5.4 All queries raised by a Bidder during the Procurement Process will be fully documented and where those queries are not of commercially confidential nature, both the query and IOACC's response to the query will be circulated to all Bidders.

5.5 If a Bidder wishes IOACC to treat a query as confidential and not share the query and IOACC's response to it, they must state so when submitting the query. If IOACC is of the opinion that the query is not confidential, IOACC will inform the Bidder of its opinion and give the Bidder an opportunity to withdraw its query. If not withdrawn, IOACC's response will be issued to all Bidders.

5.6 IOACC reserves the right to seek clarification from Bidders in relation to any aspects of their Request to Participate during the evaluation stage to ensure fair evaluation of all Request to Participate. Bidders are expected to respond promptly to any such requests. Failure to respond to IOACC within the timeframe specified may lead to the Bidder's exclusion from the process.

5.7 Bidders may be asked to attend a tender clarification interview. Such interview will not be evaluated or scored but will be used to moderate the relevant tender evaluated criterion.

5.8 Any request for clarification or additional information by IOACC is not an opportunity to discuss, negotiate or improve elements of the Tender Response, the Contract or the Procurement Process and responses should be confined to the matters on which clarification or additional information has been sought by IOACC.

5.9 Bidders are advised not to rely on communications from IOACC in respect of the Tender Pack or the procurement unless they are made in accordance with these instructions.

6.0 Timescales and Submission

6.1 Requests to Participate must be submitted by 12 noon on Wednesday, 16 December 2026.

6.2 Requests to Participate must be submitted electronically via IOACC's Procurement System.

6.3 Any Requests to Participate, proposals or supporting documents received after such time and date will not be considered for acceptance by IOACC.

6.4 Requests to Participate may be amended and resubmitted at any and as many times as needed before the closing time and date noted in 6.1.

6.5 All Requests to Participate must meet the following requirements,

6.5.1 must be submitted in Welsh or English and any Requests to Participate submitted in Welsh will not be treated less favourably than Requests to Participate submitted in English.

6.5.2 must be priced in pound sterling and inclusive of VAT.

6.5.3 must not be qualified in any way and must not make unauthorised deletions, amendments, or additions;

6.5.4 must contain all documents as specified at clause 6.7;

6.5.5 all documents contained in the Requests to Participate must be submitted exclusively in Microsoft Word or Excel formats unless otherwise noted or prior written consent has been given to use another format;

6.5.6 must be signed by a duly authorised representative of the Bidder's organisation;

6.5.7 Bidders must complete the Request to Participate documents exactly as provided, without altering the format, forms, or questions. Any unauthorised changes, additions, or deletions may result in the submission being rejected or deemed invalid; and

6.5.8 The Requests to Participate must include for all costs associated with the delivery of the required goods, works or services as detailed in Appendix 1: Specification.

6.6 Failure to follow the instructions and requirements cornering the format of the Requests to Participate above will lead to the Requests to Participate being rejected and such a Request to Participate shall not proceed to the evaluation stage.

6.7 All Requests to Participate must include the following:

i. A completed Selection Questionnaire - Appendix 2

ii. A completed Technical Specification - Appendix 3

iii. A completed Anti Collusion Certificate and Confidential Information - Appendix 4

iv. All evidence requested in Appendix 2 and Appendix 3.

6.8 Only one Request to Participate can be submitted by each Bidder. In the event that more than one Request to Participate is submitted by a Bidder, the Request to Participate with the latest time of submission will be evaluated and the other(s) will be disregarded.

7.0 Use of Artificial Intelligence ("AI")

7.1 IOACC does not prohibit the use of AI in the preparation of Requests to Participate however, AI should only be used as a supplementary tool to assist with drafting structure, improving readability, proofreading, or refining presentation. Bidders should not rely on AI to generate or substantially draft Requests to Participate on their behalf.

7.2 Bidders are expected to prepare and author their Requests to Participate themselves and remain solely responsible for the accuracy, completeness, validity and authenticity of all information provided.

7.3 Where AI has been used to assist in the drafting of a Requests to Participate, Bidders are expected to disclose this within their Requests to Participate and provide a brief description of the nature and extent of its use.

7.4 Under no circumstances can Bidders input, upload, disclose, or otherwise make available any information, data, documents, specifications, or other materials relating to IOACC to any AI platform, application, or system unless expressly authorised in writing by IOACC.

7.5 Bidders must ensure that any use of AI complies with all applicable obligations relating to confidentiality, information security, data protection, and intellectual property rights. Failure to comply with these requirements may result in the Tender Response being rejected.

8.0 Evaluation & Scoring

8.1 Evaluation and scoring will be undertaken by a panel consisting of a minimum of 3 members. The panel may be formed from appropriately qualified and knowledgeable employees of IOACC, key stakeholders, service users and / or external support.

8.2 Requests to Participate will be assessed based on the following weighing criteria:

- Selection Questionnaire = Pass or Fail

- Technical Specification = Pass or Fail

8.3 **Appendix 2 - Selection Questionnaire and Appendix 3 – Technical Specification** will be assessed to ascertain whether the Bidder has passed or failed the relevant criteria. The questions clearly indicated which questions are pass/fail or for information purposes only. If a 'fail' mark is awarded

8.4 If a 'fail' is noted against any criterion within Appendix 2 or Appendix 3, IOACC reserves the right to disqualify that Bidder from the process.

8.5 IOACC will conduct financial evaluations on Bidders following the receipt of the Requests to Participate to ensure that they meet the minimum financial requirements.

8.6 The minimum financial requirements for this Procurement Process are,

8.6.1 Annual turnover that is 6 times or more the value of the annual support contract.

8.6.2 Current Ratio that is equal to or greater than 1.

8.6.3 No immediate risk of business failure (as determined by Dunn and Bradstreet).

9.0 Timetable

9.1 The following timetable is an approximate timeline for the tender process. IOACC reserves the right to change any dates required.

Stage	**Step**	**Date**
	Issue of Invitation to Participate	Wednesday, 19/11/2026
	Deadline for receiving clarification requests from Bidder	12:00 Wednesday, 9 December 2026

Request to Participate	Deadline for IOACC to respond to Bidder clarification requests	12:00 Friday, 11 December 2026
	Invitation to Participate Deadline	12:00 Wednesday, 16 December 2026
	Communication of Shortlisted Suppliers	w/ c 18 January 2027
Tender	Issue of Invitation to Tender	w/ c 25 January 2027
	Deadline for receiving clarification requests from Bidder	w/c 15 February
	Deadline for IOACC to respond to Bidder clarification requests	w/c 15 February
	Tender Submission Deadline	w/c 22 February
	Interview Process	TBC
	Completion of Evaluation of Submissions	w/c 1 March 2027
Award	Notification of award to all assessed Bidders	w/c 1 March 2027
	Publication of Contract Award Notice and commencement of Standstill Period	w/c 1 March 2027
	End of Standstill Period	w/c 15 March 2027

Contract	Contract Execution and Mobilisation	w/ c 22 March 2027
	Estimated Contract Start Date	1 April 2027
	Publication of Contract Details Notice	Within 30 days of the date on which the Contract is entered into.

10.0 Form of Contract

10.1 The Form of Contract that IOACC proposes to use is attached in Appendix 5. By returning a signed Form of Tender as part of your Request to Participate, Bidders shall be deemed to have accepted all documents listed in Clause 9.0 – Form of Contract without further negotiation or amendments.

10.2 Bidders are required to review the Contract in full and, where they are unable to accept or comply with any provision, must raise this with IOACC during the Invitation to Participate stage and at the earliest opportunity. Any such submission must specify the clause number(s) concerned, the reasons why the Bidder is unable to comply with the provision(s), and any alternative wording or amendment proposed by the Bidder. IOACC reserves the right to consider, accept or reject any proposed amendments at its sole discretion.

10.3 Refusal to enter into a Contract by the Successful Bidder may lead to the award of the contract being revoked due to failure to comply with the Tender Pack.

10.4 IOACC reserves the right to make changes to these documents where necessary so as to tailor the Form of Contract to the specific terms of this Procurement Process. As this is the first stage of the Procurement Process, Bidders are advised to anticipate that there may be changes to the Contract that may be informed by this Invitation to Participate but this will be at the sole discretion of IOACC.

10.5 The resulting contract will consist of,

10.5.1 FORM OF CONTRACT

10.5.2 Appendix 1 – Specification

10.5.3 Successful Bidder's Tender Response

10.6 IOACC also expects the Successful Bidder to deliver the required services in accordance with the following Policies,

a. Digital Publishing Policy

b. Administrative Access Security Policy

c. IT Acceptable Usage Policy

11.0 Key Performance Indicators ("KPIs")

11.1 The KPIs applicable to this Contract are codified in the SLA section of the Contract that can be found in Appendix 5.

12.0 Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

12.1 The attention of Bidders is drawn to TUPE which apply to the transfer of undertakings and award of service contracts.

12.2 IOACC believes that TUPE is unlikely to apply to this Contract if the Contract is awarded to a Bidder other than the current service provider(s). However, it is the responsibility of the Bidder to consider whether TUPE applies and the consequences for them if they are the Successful Bidder.

12.3 Bidders should seek their own legal advice as to whether TUPE will apply and the financial implications for their submission.

13.0 Contract Modifications

13.1 IOACC reserves the right to modify the Contract in accordance with the Act.

14.0 Warnings and Disclaimers

14.1 While the information contained in this Tender Pack is believed to be correct at the time of issue, neither IOACC and its advisers, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this Tender Pack and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of IOACC.

14.2 If a Bidder proposes to enter into a Contract with IOACC it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

14.3 Neither the issue of this Tender Pack, nor any of the information presented in it, should be regarded as a commitment or representation on the part of IOACC (or any other person) to enter into a contractual arrangement.

14.4 IOACC reserves the right to:

- cancel, amend, delay and not to award any Contract;
- accept or reject any and all Requests to Participate;
- abandon the Procurement Process;
- issue changes, modifications or additional information (including to the Timetable) relating to the Procurement Process including to this Tender Pack;
- rewind or re-run any part of this Procurement Process on the same or an alternative basis.

IOACC will not be liable for any losses incurred by the Bidder under any circumstances save for any liabilities which cannot be excluded by law.

14.5 Bidders are expected to prepare their Tender Response in accordance with the Tender Pack instructions and the information detailed in the Specification at Appendix 1. IOACC will not be liable for any costs, expenses and liabilities which Bidders incur in connection with the preparation and submission of a Tender Response, howsoever those costs arise and including if the Procurement Process is terminated.

14.6 Bidders should note that any stated contract values or volumes provided are estimates and given for information and guidance only and IOACC shall not be bound by such estimates.

15.0 Warranties

15.1 In submitting a Tender and generally taking part in this Procurement Process, the Bidder warrants, represents and undertakes to IOACC that:

- it understands and has complied with the conditions set out in this Tender Pack;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to IOACC by the Bidder, its staff or agents in

connection with or arising out of the procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the Tender Response;

- it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not reliance on any information, representation or assumption which may have been made by or on behalf of IOACC (with the exception of any information which is expressly warranted by IOACC); and

- it has full power and authority to submit a Tender Response and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to IOACC.

16.0 Right to Reject Request to Participate

16.1 IOACC reserves the right at its discretion to exclude any Tenders in the following circumstances:

16.1.1 a Tender is submitted late, is incomplete, or incorrectly completed, fails to meet IOACC's submission requirements as set out in the Tender Pack or in any other way contravenes the terms and conditions of the Tender Pack or associated documents;

16.1.2 where the pricing of a Tender Response is abnormally low, following IOACC notifying the Bidder that it considers the price to be abnormally low and giving the Bidder a reasonable opportunity to demonstrate it will be able to perform the price offered, if the Bidder has not demonstrated to IOACC's satisfaction that it will be able to perform the contract for the price offered;

16.1.3 where the Bidder is an excluded supplier or excluded supplier by virtue of an associated person being an excluded supplier within the meaning of sections 57 and 58 of the Act; or

16.1.4 where the Bidder is on the Centralised Debarment List.

17.0 Conflict of Interest

17.1 Bidders are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Bidder, its employees and advisers, and IOACC, its employees and advisers that may give the Bidder an unfair

advantage. Bidders must notify IOACC immediately of any conflicts of interest whether they are potential, actual or perceived.

17.2 IOACC reserves the right to:

17.2.1 Exclude a Bidder that fails to notify the IOACC of a perceived, actual or potential conflict of interest, or where an actual conflict of interest exists that puts the Bidder at an unavoidable unfair advantage vis a vis other Bidders.

17.2.2 Exclude a Bidder that fails to take reasonably requested steps specified by IOACC to mitigate any conflict of interest, including entry into a conflict-of-interest agreement.

18.0 Confidentiality

18.1 All information supplied by IOACC to Bidders (including in this Tender Pack and all other documents relating to the Procurement Process) is the intellectual property of IOACC and is, except to the extent publicly available, Confidential Information. Therefore, this means that Bidders shall:

- not copy, reproduce, distribute or pass to any other person at any time (except to professional advisers, subcontractors for the sole purpose of preparing a Tender Response and those individuals undertake to keep the information confidential on the same terms as under this Invitation to Tender);
- not use the information for any purpose other than for the purposes of preparing and submitting (or deciding whether to prepare and submit) a Tender Response;
- ensure that all staff and professional advisers who are provided the information on a need-to-know basis are aware of the duties of confidentiality in this provision;
- upon request of IOACC, delete or return copies of information belonging to IOACC and retain no copy (one copy may be retained if such is required by law).

18.2 As a public body, IOACC is subject to the Freedom of Information Act 2000 (as amended from time to time) ("FOIA") and the Environmental Information Act 2004 (as amended from time to time) ("EIR"), as well as being subject to various public sector transparency policies and legal requirement, including the placing of contract award notices on Sell2Wales.

18.3 Bidders should therefore be aware that information provided in connection with this Procurement Process, or in connection with any contract awarded, may be disclosed by IOACC, unless IOACC decides (in its absolute discretion) that one of the statutory

exemptions under the FOIA, the EIR or section 94 of the Act applies. Requests for information and application of any exemptions shall be considered on a case-by-case basis. By taking part in this procurement, Bidders agree to such disclosure or publication by IOACC.

18.4 Bidders may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to IOACC in Appendix 4. Blanket protective markings to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, IOACC will consider this as part of any disclosure decision.

19.0 Anti Canvassing and collusion

19.1 Any attempt by Bidders or their advisers to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders may be disqualified (without prejudice to any criminal liability that such conduct may attract or civil remedies available to IOACC)if they directly or indirectly at any time:

19.1.1 Devise or amend the content of their Tender Response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

19.1.2 Enter into any agreement or arrangement with any other person as to the form or content of any other Tender Response or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender Response.

19.1.3 Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender Response.

19.1.4 Canvass IOACC or any employees or agents of IOACC in relation to this Procurement Process.

19.1.5 Offer, promise or give any person working for or engaged by IOACC a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.

19.1.6 Do anything in relation to this procurement which would constitute an offence under the Bribery Act 2010 (as amended from time to time).

19.1.7 Attempt to obtain information from any of the employees or agents of IOACC or their advisers concerning another Bidder or Tender Response.

19.2 Bidders must complete and return Appendix 4 (Certificate of non-collusion and non-canvassing) with their Tender Response.

20.0 Publicity

20.1 No Bidder will undertake any publicity activities with any part of the media in relation to the Contract or the Procurement Process without the prior written agreement of IOACC, including agreement on the format and content of any publicity.