

Invitation to tender for the provision of

**Website and Website Hosting Services** to the

Scottish Public Services Ombudsman (SPSO)

April 2025

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# Introduction

## SPSO

The Scottish Public Services Ombudsman (SPSO) has a wide remit, covering a variety of functions and services.

The Ombudsman’s powers and duties come mainly from the Scottish Public Services Ombudsman Act 2002 (as amended) which gives them four distinct statutory functions:

* the final stage for complaints about most devolved public services in Scotland including councils, the health service, prisons, water and sewerage providers, Scottish Government, universities and colleges.
* specific powers and responsibilities to publish complaints handling procedures, and monitor and support best practice in complaints handling (for both) public service complaints and NHS whistleblowing concerns.
* Independent Review Service for the Scottish Welfare Fund with the power to overturn and substitute decisions made by councils on Community Care and Crisis Grant applications.
* Independent National Whistleblowing Officer for the NHS in Scotland with the power to set standards for whistleblowing and the final stage for complaints about how whistleblowing complaints have been handled.

Details of the Ombudsman’s team are available at: <https://www.spso.org.uk/about-us>

The Ombudsman’s most recent Annual Report is available at: <http://www.spso.org.uk/annual-reports>

The strategic plan for 2024—2028 and information about our values can be found here: [SPSO2024-28Strategic-Plan.pdf](https://www.spso.org.uk/sites/spso/files/Corporate/SPSO2024-28Strategic-Plan.pdf)

# Service being procured: Website and Website Hosting services

## Specification

1. The Ombudsman is inviting tenders for the provision of web hosting, web support and development services (referred to as the Provider throughout). It is essential that the tender is from a team/company rather than an individual because of the requirement for a ‘troubleshooting service’ – see section 2.1.
2. The successful contract from this invitation to tender (ITT) will:
   1. commence on **01 September 2025** for an initial 2-year period, with the option to renew for a further 3 years
   2. be provided by a single supplier
   3. meet the Living Wage standard
   4. share our commitment to achieving net zero by 2030 and supporting our environmental sustainability
3. Please note: The successful tender will be subject to whether the software can be hosted through our managed IT services. If any software needs to be installed on client-side servers or devices, please give details of this software.
4. Any personal data which is processed using any webtools, must be hosted and processed in the UK or EU, and in accordance with the most up to date GDPR requirements at all times.
5. The Provider must be able to demonstrate sufficient cyber security measures are in place and have enough appropriately trained staff to ensure they can maintain these high levels of cyber security throughout the duration of the contract.
6. The SPSO has a zero-tolerance approach to all forms of harassment, including sexual harassment, towards our staff. This behaviour will not be accepted.

## Background and scope

1. There are three main websites to manage for the organisation:
   1. <https://www.spso.org.uk>
   2. <https://www.spso.org.uk/scottishwelfarefund/>
   3. <https://inwo.spso.org.uk/>
2. The sites are currently hosted by DigitalOcean cloud, managed by Champion IS/Rosedean Group Ltd.
3. The CMS for spso.org.uk is Drupal.
4. Our Learning Management System for online training is Moodle.
5. The equipment currently used includes
   1. 1 x 4GB / 2 CPU / 80GB web application server
   2. 1 x 4GB / 2 CPU / 80GB database server
   3. 1 x 250GB block storage
   4. 4TB data transfer per month
   5. 1 x 2GB / 1CPU / 30GB database server (for Moodle)
6. The Provider must demonstrate flexibility and an understanding of the organisation’s role (SPSO, INWO, SWF) in order to make suggestions that will support the office in a changing environment.
7. The Provider is required to work closely with the Engagement and Communications team to ensure that the objective of raising informed awareness of the SPSO service and sharing the learnings from SPSO’s findings is fulfilled.

## Key deliverables

1. Currently all sites are primarily populated with text-based content. While SPSO staff update and upload content to the sites and sub-sites themselves, the Provider will be responsible for the ongoing maintenance of, and development work related to, these sites. This includes the possible creation of new sites, searchable databases, webforms and the use of video, audio, and other media as may be appropriate on the sites.
2. Our sites have online forms which are integrated with the organisation’s internal case management system. These forms are Built with PHP and MySQL. Via these forms, customers are submitting their personal information to us as part of complaints or review requests. Similar forms may need to be developed by the Provider depending on future needs. The storage and retention of all data submitted to these forms must comply with the most up to date GDPR requirements and all data processing must be carried out in the UK or EU.
3. The Provider will be required to manage and monitor the flow of data submitted via the online forms to ensure this is reliably, consistently and securely delivered to our case management system, Workpro, via the application SOAP. The Provider will be expected to flag any issues that arise and may be required to liaise with the developers of the case management system for troubleshooting and future development of online complaint/review applications submission services.
4. The Provider should be prepared to demonstrate flexibility and be able to take initiative in suggesting developments, in line with key developments in web technology and best practice.
5. The level of security is high: SPSO is part of the Scottish Government’s SCOTS network
6. The Provider will be required to deliver a hosting solution at a reasonable cost, with minimal downtime in the event of platform issues, a robust backup regime with flexible restoration options, and minimal loss of data in the event of a component failure.
7. A robust plan and timely migration from the incumbent service provider to the new providers servers must take place during the handover period between contracts.
8. The Provider will need to provide effective maintenance of the hosting platform, including the update of system components, for instance PHP and MySQL, OS and Linux kernal management.
9. The Provider must carry out effective, proactive maintenance of the Drupal and Moodle platforms, in particular core and module updates for security issues.
10. The Provider must be responsive and flexible in providing support, providing 24/7 solutions to website issues.
11. Backups of all server data must be taken on a nightly basis, with copies retained on servers. Daily backups should be retained for 7 days, weekly for one month, and monthly for one year. A new server should be able to be brought back online quickly in the event of failure.
12. We expect a minimum of 99.9% network uptime.
13. A detailed, robust disaster recovery plan must be produced ahead of migrating to the new contract, establishing Recovery Point Objectives (RPOs) and Recovery Time Objectives (RTOs) based on our organisational priorities
14. Our organisation is interested in exploring opportunities in AI, prospective providers are encouraged to outline any work they have done in this space.

# Tender submission requirements

1. Your tender submission **must** include:
   1. **Functional requirements (Weighting 25%)**

A detailed response addressing all areas identified in the Functional Requirements listed in Annex 2.

* 1. **Breakdown of Costs (weighting 20%)**

All pricing should be submitted in GBP, and include all charges, add-ons and indicate different levels of service. Tenders should quote a fixed hourly and a daily rate (based on a seven hour working day) for services. VAT should be listed separately. Rates should be fixed for the duration of the contract. Expenses, including overheads, will not be applicable for this work.

* 1. **Cyber security, resilience and information security processes and procedures (weighting 20%)**

1. The supplier must have achieved Cyber Essentials / Cyber Essentials + accreditation or be able to supply evidence of how they align with Cyber Essentials accreditation.
2. Multi-factor authentication must be available for both administrator and general user accounts.
3. The supplier must be able to describe the technical processes they would put in place to prevent cyber attacks including DoS attacks.
4. A description of the systems and processes you have in place to ensure that information you process on behalf of the SPSO is kept secure, confidential and is protected from loss or unauthorised access and exploitation taking into account data protection and ATI legislation. This should include systems and processes to protect the flow of data to SPSO’s casework management system.
   1. **Experience (weighting 15%)**

Details of the bidder’s experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.

This should include the names and size of two such clients, and show sample websites that you have created or developed which demonstrate a good understanding of how to communicate organisation’s key messages and of meeting accessibility and data security requirements. Where possible, please include a public service website example.

* 1. **Resourcing arrangements (weighting 10%)**

Confirm that we will be dealing with one company throughout the duration of the contract.

Describe the personnel / level of resources that will be applied to this contract.

Our expectation is that we will be dealing with a dedicated resource throughout the duration of the contract.

The supplier must have sufficient experienced staffing levels to be able to provide 24/7 support 365 days of the year.

* 1. **Implementation Plan (weighting 10%)**

Details of how the bidder will implement the move from the existing supplier to the new supplier. The contracts will overlap by one month to enable a smooth transition.

* 1. **Living Wage accreditation (yes/ no)**

SPSO is an accredited Living Wage Employer, and is committed to encouraging suppliers to pay the Living Wage. Provide evidence or details of your Living Wage Employer status, or equivalent pay policy in respect of the Living wage, and whether those engaged in delivering this service will be paid the Living Wage.

* 1. **The identification of any conflict of interest in providing services to the SPSO (yes/ no)**
  2. **Confirmation of Professional Indemnity Insurance and Public Liability Insurance cover your company has in place (yes/ no)**
  3. **Requirement in terms of payment e.g. monthly invoice/payment periods (yes/ no)**
  4. **Commitment to net zero, environmental sustainability (yes/no)**
  5. **Confirmation of a zero-tolerance approach to all forms of harassment, including sexual harassment. (yes/no)**
  6. **The standard terms of the contract regarding termination (yes/ no)**

# Timetable

1. The timetable for this tender process is as follows:

|  |  |
| --- | --- |
| Invitation to tender issued | 09:00, Mon 28 April 2025 |
| Deadline for submission of tenders | **17:00, Fri 30 May 2025** |
| Evaluate tenders (\*clarification enquiries if required) | w/c Mon 02 June 2025 |
| Interview with short-listed contractors | **Mon 09 – Thurs 12 June 2025** |
| Appoint supplier (subject to any clarification or verification required by the Ombudsman) | Wed 25 June 2025 |
| Contract commencement | **Mon 01 September 2025** |

1. \*Representatives from the panel may undertake, if deemed appropriate, communications with bidders to clarify / verify their tender submissions. This may be in writing, by video conference, or by phone. These meetings would not form part of the evaluation process and therefore would not be marked separately but they will be used to validate the scores allocated to your response

# Submitting a tender

1. Tenders must be received by the closing date and time noted. Any response received after that date will not be considered further.
2. A full response to this tender must be clearly marked ‘RESPONSE to Website and Hosting Services Tender’ to ensure the contents are not opened before the deadline, and emailed to the Engagement and Communications Manager at [**ISE-communications@spso.gov.scot**](mailto:ISE-communications@spso.gov.scot)
3. Any questions or requests for clarification may be emailed to the Engagement and Communications Manager in good time to meet the submission deadline. Your email must be clearly titled ‘ENQUIRY about Website and Hosting Services tender’.

# Assessment of tenders

1. The assessment of tenders will be undertaken by an evaluation panel. The panel will consider all tenders against the requirements set out in this invitation and will make a decision on the basis of how closely tenders meet the requirements.
2. If a tender does not substantially conform to the tender requirements it will not be considered further. Any submission with a score of zero against an essential functional requirement will be rejected.
3. The following requirements will be scored and weighted to give each submission a score out of 100% as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Functional requirements | 25% |  |
| 2 | Breakdown of costs with VAT | 20% |  |
| 3 | Cyber security, information security and resilience | 20% |  |
| 4 | Experience of similar work including two references. | 15% |  |
| 5 | Resourcing arrangements | 10% |  |
| 6 | Implementation plan | 10% |  |
| 7 | Evidence of Living Wage accreditation, or equivalent | Yes/No |  |
| 8 | Conflicts of Interest | Yes/No |  |
| 9 | Professional indemnity / liability | Yes/No |  |
| 10 | Payment requirements | Yes/No |  |
| 11 | Commitment to net zero, environmental sustainability | Yes/No |  |
| 12 | Confirmation of a zero-tolerance approach to all forms of harassment, including sexual harassment. | Yes/No |  |
| 13 | Terms of contract regarding termination | Yes/No |  |

1. Items 1 – 5. These will be scored 0-5 based on the scheme detailed below:

|  |  |
| --- | --- |
| *Score* | *Description* |
| 5 - Excellent | Meets exactly the specified standard |
| 4 - Good | Meets the standard well but not completely |
| 3 – Fair | Mostly meets the standard but fails in parts |
| 2 - Doubtful | Mostly fails the standard but meets in some |
| 1 - Poor | Significantly fails to meet standard |
| 0 - Reject | Completely fails to meet standard |

1. **Item 2**. Full cost details must be provided as requested, otherwise the submission will score zero here. Scores will be awarded by ranking all submissions in order of cost. The supplier with the lowest total cost will receive 5, second will receive 4, third, 3 and so on. Add-ons will be used to differentiate between suppliers where the costs are equivalent.
2. Items 7 - 13. This information is required for the tender to be considered but will not form part of the weighted score.

# Contract Terms and Conditions

## Tender conditions

1. Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document. If the costs are not fixed for the duration of the contract, the review points and basis of the review should be clearly detailed.
2. Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
3. Prices quoted must be held firm for at least 45 days from the closing date for tenders
4. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with the Scottish Public Services Ombudsman.

## Tender confidentiality

1. The Provider will not issue any public statements or otherwise disclose any information concerning this ITT, the process and its participation in the process without the prior written approval of the SPSO.

## Contracted confidentiality

1. Bidders must be aware of, and take account of, the confidentiality requirements of section 19 of the SPSO Act. A copy of section 19 is attached at Annex 1.
2. All records, working papers, reports and other information held by the legal service in fulfilling this contract will remain the property of the SPSO. At the end of the contract, all applicable paperwork must reside with the SPSO.
3. The bidder must undertake not to publish or communicate the results or content of any of their work to anyone other than the SPSO. This undertaking continues beyond the life of the contract.
4. In addition, Data protection legislation, and ATI legislation apply to all the paper and electronic data, and information, you receive and create as part of your contract with the SPSO. You must comply with the contract, the SPSO Records Management and Security Guidance and any other specific reasonable instructions or directions from SPSO to ensure that the SPSO meets its duties under Data Protection legislation, ATI legislation (for example, FOISA, EIRs) and the Scottish Public Services Act 2002 confidentiality provisions.
5. Any breach of confidentiality of contract or restricted information will constitute a material breach and enable the Ombudsman to terminate the contract.

## Legal Disclaimer

1. This ITT is an invitation to propose and does not in any manner create an offer or other obligation on the part of the SPSO to enter into any contract.
2. All expenses and costs incurred by the Provider in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the applicant’s account. The SPSO are not bound to accept the lowest or any bid.

## Use of Information

1. This ITT and any other information furnished hereunder shall be used solely for the purpose of responding to this ITT. Reproduction of any part of this ITT is authorised only to the extent necessary for the preparation of your response. All applicants shall ensure that all such copies are destroyed when no longer required in connection with this ITT. The above shall supersede any confidentiality agreements between the SPSO and the Provider.

## Length of contract

1. The contract will be for a 2 year term, commencing **Monday 01 09 2025** with the option to extend by up to 3 years, dependant on funding availability.

# Administration of tender

## Contracts and Procurement Policy

1. This ITT, tendering process and the eventual contract are being managed in accordance with the SPSO’s Procurement Policy. This is available in our Finance Policies and Procedures Handbook, available online as a PDF here: [SPSO Policies | SPSO](https://www.spso.org.uk/spso-policies)
2. The policy is designed to ensure that all SPSO procurement activity is focussed on the delivery of value for money and conducted to high professional standards and to the relevant legal requirements. In particular, our Procurement Standards include Value for Money, Responsible Purchasing, Ethical Standards, Openness and transparency.
3. The SPSO is an accredited **Living Wage employer,** and the successful bidder must also meet this standard.
4. SPSO is committed to achieving **net zero** by 2030 therefore the successful bidder must also share this commitment and supporting environmental sustainability.
5. The SPSO has a **zero-tolerance** approach to all forms of harassment, including sexual harassment, towards our staff. This behaviour will not be accepted.
6. Occasionally, contractors may provide information to the SPSO on the basis that it will remain confidential and will not be disclosed in the event that an information request is made for it. The SPSO will agree to accept information in confidence from contractors only in very limited circumstances. Even where we do agree to accept information in confidence, the information may still be disclosed if the disclosure would no longer constitute an actionable breach of confidence, for example, if the information were no longer confidential.

## Annex 1: Section 19 of the Scottish Public Services Ombudsman Act 2002

19 Confidentiality of information

(1) Information obtained by the Ombudsman or any of the Ombudsman’s advisers in connection with any matter in respect of which a complaint or a request has been made must not be disclosed except for any of the purposes specified in subsection (2) or as permitted by subsection (3).

(2) Those purposes are—

(a) the purposes of—

(i) any consideration of the complaint or request (including any statement under section 11),

(ii) any investigation of the matter (including any report of such an investigation),

(b) the purposes of any proceedings for—

(i) an offence under the Official Secrets Acts 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,

(ii) an offence of perjury alleged to have been committed in the course of any investigation of the matter,

(c) the purposes of an inquiry with a view to the taking of any of the proceedings mentioned in paragraph (b),

(d) the purposes of any proceedings under section 14.

(3) Where information referred to in subsection (1) is to the effect that any person is likely to constitute a threat to the health or safety of patients, the Ombudsman may disclose the information to any person to whom the Ombudsman thinks it should be disclosed in the interests of the health and safety of patients.

(4) In relation to information disclosed under subsection (3), the Ombudsman must—

(a) where the Ombudsman knows the identity of the person to whom the information relates, inform that person of the disclosure of the information and of the identity of the person to whom it has been disclosed, and

(b) inform the person from whom the information was obtained of the disclosure.

(5) It is not competent to call upon the Ombudsman or the Ombudsman’s advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2)) of matters coming to the knowledge of the Ombudsman or advisers in connection with any matter in respect of which a complaint or request has been made.

(6) A member of the Scottish Executive may give notice in writing to the Ombudsman with respect to—

(a) any document or information specified in the notice, or

(b) any class of document or information so specified,

that, in the opinion of the member of the Scottish Executive, the disclosure of the document or information, or of documents or information of that class, would be contrary to the public interest.

(7) Where such a notice is given nothing in this Act is to be construed as authorising or requiring the Ombudsman or any of the Ombudsman’s advisers to communicate to any person or for any purpose any document or information specified in the notice, or any document or information of a class so specified.

(8) Information obtained from the Information Commissioner by virtue of section 76 of the Freedom of Information Act [2000 (c. 36)](http://www.opsi.gov.uk/acts/acts2000/ukpga_20000036_en_1) is to be treated for the purposes of subsection (1) as obtained in connection with any matter in respect of which a complaint or request has been made.

(9) In relation to such information, subsection (2)(a) has effect as if—

(a) the reference in sub-paragraph (i) to the complaint or request were a reference to any complaint or request, and

(b) the reference in sub-paragraph (ii) to the matter were a reference to any matter.

(10) In this section and section 20 references to the Ombudsman’s advisers are to persons from whom the Ombudsman obtains advice under paragraph 10 of schedule

## Annex 2: Functional requirements and response template

**1. Functional Requirements *(Weighting 25%)***

| *Details* | *Response* |
| --- | --- |
| 1. **System and capacity**  * Please confirm where you would host and process all data. * How would you ensure a minimum of 99.9% network uptime? * Please outline the equipment you will use to host the websites and how you will ensure there is sufficient capacity throughout the duration of the contract. |  |
| 1. **Functions**  * Please provide evidence of your ability to use Drupal * Please provide evidence of your ability to build forms using PHP and MySQL * Please provide evidence of your ability / experience in using Moodle * Please outline how you would propose to manage the web hosting * Please detail your experience in website hosting and server management * Experience of web analytics search optimisation and search engine marketing * Our organisation is interested in exploring opportunities in AI. Bidders are encouraged to outline any work they have done in this space. |  |
| 1. **Website functionality**   Please provide an overview of the website functionality including:   * How you will ensure SPSO staff will be able to continue to update the website? * How you will help to ensure the website remains accessible in accordance to the Web Content Accessibility Guidelines? * How will you ensure you are responsive to our organisational needs? * How will you ensure that the flow of data submitted via the online forms to ensure this is reliably, securely and consistently delivered to our case management system, Workpro, via the application SOAP? |  |
| 1. **Business Continuity**   In case of major incident/emergency/exceptional circumstances:   1. affecting the client, for example loss of communications, power, building etc, please provide information how you would support us in continuing to operate, or 2. affecting the supplier, please provide information on how you would ensure continuity of service and minimise the impact on the client   Please confirm how you will manage back ups and retention of those back ups |  |

**2. Costs *(Weighting 20%)***

| *Details* | *Response* |
| --- | --- |
| A breakdown of costs for the work detailing costs per person per hour and all consumables. Please identify the following:   * Set-up costs * Total cost of contract over initial 2 years * All ongoing service charges – simple or advanced changes * Any potential add-ons (indicating different levels of service) * The hourly rate for any extra development work * Out of hours support costs * If additional costs could be incurred in the course of the contract, please give examples of these with indicative costs, e.g. developing new web forms and tools?   Note: All of the above should be in GBP and clearly show VAT. Rates should be fixed for the duration of the contract. Expenses, including overheads, will not be applicable for this work. |  |

**3. Cyber security and resilience *(Weighting 20%)***

| *Details* | *Response* |
| --- | --- |
| Provide details of the following:   * The supplier must have achieved Cyber Essentials / Cyber Essentials + accreditation or be able to supply evidence of how they align with Cyber Essentials accreditation. * Multi-factor authentication must be available for both administrator and general user accounts * What measures would you put in place to ensure that all data, especially personal data, is protected against cyber attacks including DoS attacks? * Please detail your storage and back up procedures * A description of the systems and processes you have in place to ensure that information you process on behalf of the SPSO is kept secure, confidential and is protected from loss or unauthorised access and exploitation taking into account data protection and ATI legislation. This should include systems and processes to protect the flow of data to SPSO’s casework management system. |  |

**4. Experience *(Weighting 15%)***

| *Details* | *Response* |
| --- | --- |
| * Details of the bidder’s experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference. * This should include the names and sizes of two such clients and show sample websites that you have created or developed which demonstrate a good understanding of how to communicate organisation’s key messages and of meeting accessibility and data security requirements. Where possible, please include a public service website example. * Details of the bidders experience of AI and their integration of it into a website |  |

**5. Resourcing arrangements *(Weighting 10%)***

| *Details* | *Response* |
| --- | --- |
| Confirmation that we will be dealing with one company throughout the duration of the contract.  Describe the personnel / level of resources that will be applied to this contract.  Our expectation is that we will be dealing with a dedicated resource throughout the duration of the contract.  Details for the provision of ongoing support and related service standards. Including:   * Support during core working hours of 08:30 - 17:30, Monday to Friday. Please provide details of how this will be provided, including SLA response times. * Support during out of hours incidents * Maintenance to be provided, e.g., software updates/upgrades as required. * If additional costs could be incurred in the course of the contract, please give examples of these with indicative costs.   The supplier must have sufficient experienced staffing levels to be able to provide 24/7 support 365 days of the year. |  |

**6. Implementation plan *(Weighting 10%)***

| *Details* | *Response* |
| --- | --- |
| Details of how the bidder will implement the move from the existing supplier to the new supplier.  The contracts will overlap by one month to enable a smooth transition. |  |

**7. Evidence of Living Wage Employer status. *(Weighting 0% but must be provided***

| *Response* |
| --- |
|  |

**8. Conflicts of interest *(Weighting 0% but must be provided)***

| *Response* |
| --- |
|  |

**9. Professional indemnity / public liability insurance *(Weighting 0% but must be provided)***

| *Details* | *Response* |
| --- | --- |
| Before the award of the contract the preferred bidder may be asked to provide a copy of the organisation’s professional indemnity or public liability insurance cover. If production of either of the above would cause you difficulty, you should indicate this now. |  |

**10. Requirement in terms of payment e.g. monthly invoice/payment periods. *(Weighting 0% but must be provided)***

| *Response* |
| --- |
|  |

**11. Commitment to net zero, environmental sustainability, supporting the SPSO to meet net zero by 2030. *(Weighting 0% but must be provided)***

| *Response* |
| --- |
|  |

**12. Confirmation of a zero-tolerance approach to all forms of harassment, including sexual harassment.. *(Weighting 0% but must be provided)***

| *Response* |
| --- |
|  |

**13. The standard terms of the contract regarding termination *(Weighting 0% but must be provided)***

| *Response* |
| --- |
|  |