Request for Proposal



Request for Proposal (RFP) on behalf of UK Shared Business Services Ltd

Subject: Employee Screening for UKSBS and UKRI

Sourcing Reference Number: GSS24399

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Section 1 - About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UKSBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by DSIT / DENEZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

Privacy Statement

At UK Shared Business Services (UKSBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UKSBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

https://www.uksbs.co.uk/use/pages/privacy.aspx

Section 2 – About the Contracting Authority

UK Shared Business Services (UKSBS)

Established in 2007 by the UK Research Councils as part of the drive for greater efficiency, UK Shared Business Services Ltd provides HR & Payroll, Finance, Procurement and IT services to support the front line of UK research and innovation.

We've evolved over the last 10 years – both in terms of our service offering and client base – and our new direction under the joint ownership of the Department for Science, Innovation and Technology (DSIT), Department for Energy, Security and Net Zero (DESNZ) and UK Research and Innovation (UKRI) positions UKSBS as a recognised Shared Services provider to Government.

Our journey continues as we work with our owners to harness the potential of our expertise and evolving technology to drive forward and realise the maximum benefit from shared services.

For more info, please visit our website: http://www.uksbs.co.uk/Pages/default.aspx

Section 3 – Working with the Contracting Authority

Section	Section 3 – Contact details			
3.1.	Contracting Authority Name and address	UK Shared Business Services Ltd Polaris House North Star Avenue Swindon SN2 1FF		
3.2.	Buyer	Ben Oborne		
3.3.	Buyer contact details	coreservices@uksbs.co.uk		
3.4.	Estimated value of the Opportunity	Total value of the contract including all optional extensions shall not exceed £1,300,000.00 ex VAT. For the avoidance of doubt: The Initial contract (2 year) value shall not exceed £650,000.00 ex VAT Optional Year 3 value shall not exceed £325,000.00 ex VAT Optional Year 4 value shall not exceed £325,000.00 ex VAT		
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered, unless formally advised to do so by UKSBS.		

Sectio	Section 3 - Timescales				
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Monday 22 nd July 2024			
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Wednesday 7 th August 2024 14:00			
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Friday 13th September 2024			
3.9.	Latest date and time for Bidder to request access to the RFP documents	Tuesday 27 th August 2024 13:00			
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal (the Deadline)	Tuesday 27 th August 2024 14:00			
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 19 th September 2024			
3.12.	Anticipated Contract Award Date	Tuesday 01st October 2024			
3.13.	Commencement of Contract	Monday 07 th October 2024			
3.14.	Completion of Contract	Thursday 30 th November 2028 should all optional extensions be utilised. The initial contract terms is for 2 years with the optional extension on an annual basis (2+1+1)			
0.15		years)			
3.15.	Bid Validity Period	90 Days			

Section 4 - Specification and about this Procurement

Introduction

UKSBS, on behalf of their clients, seeks to procure a competent organisation that can successfully, confidentially and legally, in accordance with all relevant legislation, provide a baseline security screening service and carry out pre-employment and pre-engagement of candidate checks.

What is employee screening?

Pre-employment screening is the background check undertaken for staff, contractors, agency personnel and other people with access to the organisation's assets. Typically, this means that checks are conducted to validate and verify information provided by the screening candidate to ensure that they have provided an honest and factual representation to enable organisations to make the best hiring decisions.

What does the process involve?

The screening process requires that a screening candidate provides information, usually via an online system and/or the submission of electronic documents that are then validated and cross checked to ensure that the information is correct. These checks will include reference to legal and robust sources to ensure that the information obtained relates to the named person to ensure fairness to the screening candidate and validated information to assist the organisation in making the correct decision.

Why do we screen employees?

- the identity of the person is confirmed to ensure that all subsequent checks relate to the named person,
- the individual's right to work in the UK is validated,
- a criminal record check is conducted, and;
- a three year employment history is checked.

Additional checks (e.g. BS7858) may be required for specific roles.

What is the industry standard?

Individuals who have access to government assets are required to be checked against the HMG Baseline Personnel Security Standard (BPSS). This is a screening guideline that aims to ensure that organisations are employing people entitled to work in the UK and with the honesty, integrity and values needed for government-related work.

The BPSS and supporting guidance describe the mandatory pre-employment controls required to address the problems of identity fraud, illegal working and deception generally. As well as posing serious risks to reputation, integrity and financial assets they may also be indicators of more serious national security concerns.

Aims and Objectives

Organisations bidding for this specialised service must demonstrate clearly with evidence through their tender submissions that they can undertake screening, and provide the desired outcomes for UKSBS in a cost-efficient, and accurate manner through:

- compliance with UKSBS' KPIs, UK laws, policy, legislation (UK Data Protection Act 2018), and government standards,
- conformity to the BPSS and SLAs indicated,
- relevant and required branding,
- support of a contact centre service,
- maintenance of GDPR compliance and classifications, and;
- provision of reporting, reminders and communication.

Background to the Requirement

UKSBS currently employ approximately 700 employees, and provide services to over 25,000 civil and public servants.

Previous screening volumes for UKSBS and our clients for the past three years are:

Year	2021	2022	2023
No. of checks	1657	1680	2226
completed			

UKSBS provide the screening service to their own employees and that of the Research Councils who fall under UKRI. Over the next five years, UKSBS is undergoing significant growth and transformation, any supplier procured should be able to adapt to our need now, and in the future. We expect to grow our employee base and double our client base in the next five years.

UKSBS and our client groups currently leverage Oracle as an enterprise resource planning tool. This is changing imminently to Oracle Fusion, and any supplier should be able to provide an indication of their approach and maturity in relation to software integrations, and the cost/benefits of doing so.

UKSBS organises our employees into four major business areas; Operations, Corporate Support, Digital and Information, and Partnerships and Change. Within our Operations business area, the Onboarding team are responsible for the end to end screening process. Any supplier would be required to adopt a strong partner approach with the Operations Manager in this team. This team is comprised of 15 employees, all of which require administrator access/licences for a screening provider. Access/licenses will need to be easily amended in the future to accommodate natural attrition and other employees being utilised to assist at peak times.

In addition to the day to day requirements, any supplier will be expected to provide regular, relevant, user-friendly dashboards and reporting that indicate how they are meeting our SLAs, and any other relevant insights. These KPIs would likely be shared at various levels of UKSBS, so consideration on accessibility to reporting should be given by the supplier to ensure a seamless user experience. At present, monthly reports are provided by our current supplier as well as ad hoc information to show progress.

Scope

UKSBS seeks to procure a competent organisation that can successfully, confidentially and legally, in accordance with all legislation, provide a baseline security screening service carrying out pre-employment and pre-engagement of candidates.

Types of Screens Required

Please see Appendix 'B' Report Volumes for current matrix table BPSS (Baseline) Options of current Contract regularly requested screens/checks combinations.

Considerations and constraints

Integrations

The current process is very much "offline", UKSBS input information onto the suppliers portal and they conduct screening. Once complete, the current supplier emails to confirm completion.

UKSBS is in the process of moving its current ERP system to Oracle Fusion and would like the new provider to integrate with Oracle Fusion so that data is automatically inputted and requires little manual intervention.

The successful supplier must have the ability to interface with the new Oracle Fusion ERP system or be prepared to build this capability. Oracle Fusion is planned by the end of 2024, beginning of 2025, this will be confirmed with the successful bidder. The successful supplier will need to work with UKSBS and UKRI to ensure that connectivity is live within 3 months of Oracle Fusion going live.

Transition and onboarding new Supplier

UKSBS have allowed for a 3-week transition period, if required, before the screening services will begin, in which the current supplier and new supplier would be expected to work together to manage the transition. The new supplier will be expected to provide training to UKSBS licence holders on their portal.

Security Screening services under this new contract will begin on the 01st December 2024.

Key Performance Indicators/Service Level Agreements

- 1. KPIs for each stage of screening which supports reducing time to hire copy for us so we can advise candidates in advance
 - Average Turnaround within 10 working days
 - Error Rate within 0.5%

SLA's

Screening type	No. of days
Identity Confirmation	1
Right to Work/Right to Access	1
Extreme Organisations Affiliations Check (ARC/Sanctions)	1
OSINT Internet Mining	2
Basic Criminal Record Check (not including any 3 rd party lead times)	14
3 year Employment History	14

Screening Level	Consists of	Turnaround Time (working days) excluding Criminal Record Check
A	Identity Check, 3 year employment history, Right to Work Check, Right to Access, Basic Criminal Record Check, Extreme Organisations Affiliations Check (ARC/Sanctions), and OSINT Internet Mining	4
В	Identity Check, 3 year employment history, Right to Work Check, Right to Access, and Disclosure and Barring Service	4
С	Identity Check, 3 year employment history, Right to Work Check, Right to Access, Basic Criminal Record Check, Extreme Organisations Affiliations Check (ARC/Sanctions), OSINT Internet Mining and Credit/Financial Check	4
D	Identity Check, 3 year employment history, Right to Work Check, Right to Access, and Basic Criminal Record Check	4
E	Extreme Organisations Affiliations Check (ARC/Sanctions), and OSINT Internet Mining	2
F	Identity Check, 3 year employment history, Right to Work Check, Right to Access, Extreme Organisations Affiliations Check (ARC/Sanctions), and OSINT Internet Mining	4
G	Identity Check, 5 year employment history plus character reference, Right to Work Check, Right to Access, Basic Criminal Record Check, Extreme Organisations Affiliations Check (ARC/Sanctions), Credit/Financial Check, OSINT Internet Mining and Directorship Check	8

Legislation and standards

Bidders will need to either have or intend to have BS7858:2019 Screening of individuals working in a secure environment code of practice in place by the commencement of the contract.

Pre-engagement

Pre-engagement by the supplier should include making contact with the individual to confirm who they are, and clarifying the activities as detailed below, to be completed during security screening.

Specific clarifications

- Credit checks should indicate whether an individual has paid back credit on time, the amount of credit and whether CCJ's or bankruptcy are indicated.
- UKSBS' managers will conduct face-to-face (identity) right to work checks at interview.
 The vetting provider will need to conduct address verification.
- The provider will conduct a verbal reference check with employers where possible via an organisations HR department.
- Under our clients, there are particular councils who manage laboratories engaging in biomedical research activities will need their requirement for a provider who can demonstrate a successful track record, maintaining a quality performing service in filtering and detecting candidates (and or existing employees) who have affiliations or connections with extreme organisations.
- The vetting provider will hold a list of extreme affiliation 'members', there is no requirement for this to be a specific system, but a provider must provide assurances that the solution is fit for purpose.
- The scope/expectation of OSINT (Open Source Internet Search) should include social media/public domains, and assess animal rights activity or involvement i.e. animal cruelty, extremist groups, and any content that promotes the use of drugs or illegal activity.

Case management

If the supplier has been unable to obtain employment references, this must be a) case managed and b) subject to an increased level of engagement with UKSBS to allow us manage client expectations.

Organisations offering and bidding for this specialised service must demonstrate clearly with evidence based through their tender submissions and supporting documentation that their own methodology and solutions they can achieve and provide the desired investigation outcomes with detailed accuracy.

Timescales for 'baseline' screening will be a very important element of the screening service and must meet the 3 working days turnaround target days we are currently contracted for, once we have uploaded details to the relevant portal, which covers:

- Identity confirmation
- Right to work/Right to access
- Basic criminal record check (not including 3rd party lead times)
- Extreme Organisations Affiliation Check (ARC/Sanctions)
- OINST Internet Mining

The 3 year employment history and DBS applications can take up to 14 working days with current SLA's due to 3rd party involvement and overseas applications can vary depending on the country which we are aware of.

Branding and contact centre service

Bidders must provide a white label-type service for the handling and management of UKSBS screening, our clients, and users of the service, including a UKSBS branded extranet system that will be used to collect and interact with users of the service, and a UKSBS branded contact centre service whereby the provider's staff will answer calls as 'UKSBS Pre-Employment Services'. Unfortunately we are unable to provide an estimate for the volume of calls.

User journey and experience

Bidders must demonstrate how they provide a seamless user-friendly experience, that should demonstrate:

- dashboards/reporting/transparency available to UKSBS to view the various stages of completion/status and outstanding actions,
- the clarity and accessibility of all communications, guidance and documentation that is issued to candidates,
- the ease that documents can be uploaded,
- the user-ability of the platform on mobiles and desktops,
- easy access to resolve queries.

Reporting, reminders and communication

The successful bidder will be responsible for all communications with the candidate and third parties including reminders for outstanding information until the screening is complete. The reminder timeframe will be stipulated by UKSBS as detailed below.

Notification/reminder timeframe

- If an applicant hasn't provided their details within 48 hours, they must be contacted and reminded again via email and mobile after a further 48 hours. Reminders must take place twice weekly for a minimum of three weeks and then weekly.
- Supplier must communicate with UKSBS if unable to make contact in the first week so we can advise our client to take additional action.
- A supplier must continually remind for a period of 45 60 days.
- Three attempts should be made to obtain employment references from a previous employer. If it is not possible to make direct contact, the supplier must request appropriate documentation from the candidate such as a recent payslips/contract to evidence their employment history.

Reporting

A suite of off the shelf (proactive), and ad hoc (reactive), reporting must be available to UKSBS.

An interim report for each candidate will be produced at the point when all screening is complete but awaiting any outstanding references. A completion report to be produced once screening is complete, summarising the outcome and flagging any issues identified.

The reports below are current requirements, however these may need to be adapted as per our needs.

Report	Timing	Detail
Report Management Information	Timing Monthly and cumulative at the end of the second week of the month	Total screenings submitted by type/level and by client in amount and RAG status against SLA/KPI Average days for Candidate to complete the online submission by Level in amount and RAG status against SLA/KPI Average turnaround (including 3 rd parties) for
		each Level in amount and RAG status against SLA/KPI

		Average turnaround (excluding 3 rd parties) for each Level in amount and RAG status against SLA/KPI
		Target Turnaround for each Level in amount and RAG status against SLA/KPI
		Errors identified by screening provider with specific details for each one
Savings and benefits	Quarterly	Assist UKSBS Procurement Service in calculating any savings benefits accrued operationally through screening activity and work
Key performance indicators	Quarterly	Total number and type of screenings carried out
		Data to support SLA's, e.g. screening turnaround times
		MI data breakdown by screenings carried out for each client and UKSBS HR Service to include screening trends throughout the year
Executive summary	Quarterly	A written confidential report for a stakeholder "need to know" only presentation of screening trends in the year; where problems have arisen and solutions found; actual detections of CV/Application Form mistakes and/or fraudulent information stated.
		Attempted infiltrations of candidates with extreme organisational links (if any) with outcomes will be expected to be contained in the annual reports.
		A plan or ideas where operationally savings in time and screening costs can be achieved in a working partnership between UKSBS and the screening provider.

Supplier/Client Meetings
Quarterly meetings will be held by the supplier and client (Operations Manager and SME) to discuss KPIs/SLAs, reporting, errors and any other issues or improvements that can be made to the service.

GDPR compliance and classifications

UKSBS (directly and on behalf of UKSBS' client organisations) are the data controller as the processing completed by the successful supplier is only permitted where the supplier is instructed by UKSBS to conduct the specified level of screening.

The supplier cannot conduct screening on UKSBS data subjects (employment candidates / employees etc) without being instructed by UKSBS. It is recognised that the supplier may have legal / procedural requirements to retain evidence of the pre-employment screening they have conducted. Where this differs from any retention requirements requested by UKSBS, we would welcome a discussion to reach an agreed position.

Screening naming conventions will be stipulated by UKSBS. Any screening methodologies employed such as "internet mining" must be legal, fair, robust, accurate, and conform to UK (or European equivalent) Information Commissioner guidelines.

Confidentiality between HR; the screening service provider and the appointing manager must be maintained at all times. All information gleaned as a result must be held as "protected" classification between the tendering parties.

The successful bidder must be able to set up and maintain a system of recording all screenings carried out; the results; what recommendations were made; what corrective actions were taken; what, if any, further enquiries were deemed needed to be undertaken; any secondary or higher-level screenings undertaken.

Furthermore, the successful bidder will be required to retain the outcomes of the preemployment checks for six months from date of certificate issue and then securely purge from their system(s). No personal data should be held beyond 6 months. All data is required to be stored in the UK or a country which is compliant with UK GDPR legislation.

Total value of the contract including option extensions over the 4 years shall not exceed £1,300,000.00 ex VAT.

Initial contract value (2 years) - £650,000.00 ex VAT

Optional Year 3 value - £325,000.00 ex VAT

Optional Year 4 value - £325,000.00 ex VAT

UK SBS do not guarantee spend under this contract as it is dependent upon usage, however the estimated usage is expected to increase by 20% to previous years.

The pricing schedule will be applied in regard to the price of screens and shall be fixed and firm for the full duration of the contract, including any contract extensions.

The contract term is for 2 years with the optional extension for 2 years on an annual basis (2+1+1 years) from commencement of the Contract.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Section 5 - Evaluation model

5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability, and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required.
- 5.2. Evaluation of Bids
- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.
- 5.3. <u>SELECTION</u> questionnaire
- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria				
Evaluation Envelope	Q No.	Question subject		
Qua	lification Question	nnaire Part 1: Potential Supplier Information		
Section 1	1.1(a) – p	Contact details		
	Qualification Qu	estionnaire Part 2: Exclusion Grounds		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions		
	1.2(a)(ii)	Participation in a criminal organisation		
Section 1	1.2 (a) - (iii)	Corruption		
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities		
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing		
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings		
		Any other offence within the meaning of		
Section 1	1.2 (a) - (vii)	Article 57(1) of the Directive as defined by the		
Section		law of any jurisdiction outside England,		
		Wales or Northern Ireland.		
Section 2	2.1(a) (i-ii)	Payment of tax or social security		
Section 3	3.1	Detailed grounds for exclusion		
Section 3	3.1 (a)	Situations summarised		
Section 3	3.1 (b)	Breach of environmental law obligations		
Section 3	3.1 (c)	Breach of social law obligations		

Section 3	3.1 (d)	Breach of labour law obligations	
Section 3	3.1(e)	Bankruptcy or subject to Insolvency	
Section 3	3.1(f)	Guilty of grave professional misconduct	
Section 3	3.1(g)	Distorting of competition	
Section 3	3.1(h)	Conflict of Interest	
Section 3	3.1(i)	Involved in preparation of procurement procedure	
Section 3	3.1(j)	Prior performance issues	
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.	
Section 3	3.1(I) to 3.2	Modern Slavery	
	Qualification Qu	estionnaire Part 3: Selection Questions	
Section 4	4.1(a)	Financial statements filed with Companies House	
Section 4	4.1(b)	Detailed accounts	
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc	
Section 4	4.1(d)	Minimum financial threshold	
Section 4	4.2	Financial reliance upon others and guarantee	
Section 6	6.1	Relevant experience and contract examples	
Section 6	6.2	Subcontracting and healthy supply chains	
Section 6	6.3	Technical and Professional Ability	
Section 7	7.1	Insurance	
Section 8	8.1(a)	General Data Protection Regulations	
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures	
Section 8	8.2(a)	Health and Safety	
Part 3	SEL1.10 – 1.13	Information Security	
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018	
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus	
Part 3	FOI1.1 – 1.2	Freedom of Information	
Part 3	Declaration	Covering all sections of the bid submission	
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.
- 5.4. **AWARD** questionnaire

5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass / Fail criteria				
Evaluation Envelope	Q No.	Question subject		
Qualification	AW1.1	Form of Bid		
Qualification	AW1.2	Bid validity period		
Qualification	AW1.3	Certificate of bona fide Bid		
Qualification	AW3.2	Conflict of Interest Declaration		
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information		
Qualification	AW4.1	Compliance to the Contract Terms		
Qualification	AW4.2	Changes to Contract Terms		
Commercial	AW5.3	Firm and Fixed Price		
Commercial	AW5.5	E Invoicing		
Technical	AW6.1	Compliance to the Specification		
Technical	AW6.2	Variable Bids		
Technical	PROJ1.4	Oracle Fusion System		
-	-	Request for Proposal response – received on time within the eSourcing Portal		
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.				

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.4.5. Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged. Where a Non-Commercial criteria requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.
- 5.4.6.

Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Evaluation	Q No.	Question subject	Maximum Marks	
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.1	Price	30%	30%
Technical	PROJ1.1	Methodology		30%
Technical	PROJ1.2	Risk and Mitigation		20%
Technical	PROJ1.3	Project Team	70%	10%
Technical	PROJ1.6	Social Value - Fighting Climate Change MAC 4.1		10%

Award Evaluation of criteria

Non-Commercial Elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non priced scores are agreed, this will then be subject to an independent commercial moderation review.

Commercial Elements will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score = $50000/50000 \times 12.5 = 12.5$

Bidder B Score = 50000/80000 x 12.5 = 7.81

Bidder C Score = $50000/100000 \times 12.5 = 6.25$

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The lowest score possible is 0.

The scores achieved for the Non Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.

Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place re more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Non Commercial criteria.

For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non commercial Bidder B scores 15.10 for Commercial and 42.40 for Non commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who score the highest on Non commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

5.5. Evaluation process

5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	 RFP logged upon opening in alignment with UKSBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.
Compliance check	 Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	 Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria. The bid may be subject to moderation as advised in the criteria section, prior to any award decision.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria.
Moderation meeting (if required to reach an award decision)	 To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	 the Contracting Authority may request the following requirements at any stage of the Procurement: Submission of insurance documents from the Bidder Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder
Validation of unsuccessful Bidders	To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

- 6.1. Qualification / Selection Questionnaire
- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **eSourcing Portal.**

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

- 6.2. Technical and Commercial Questionnaire
- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **eSourcing Portal.**

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of preemployment security screening for UKSBS and UKRI employees. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the "Regulations"). This is a services Contract(s) being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use the list of customers provided by the statement on the UKSBS website currently located here.
- 7.1.3. UKSBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority's written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UKSBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in Section 5.
- 7.1.8. Whilst it is the Contracting Authority's intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.

7.1.11. The Contracting Authority shall utilise the eSourcing Portal available at https://beisgroup.ukp.app.jaggaer.com/ to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to eSourcing Helpdesk

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link: https://beisgroup.ukp.app.jaggaer.com/

- 7.1.12. Please utilise the messaging system within the eSourcing Portal located at https://beisgroup.ukp.app.jaggaer.com/ within the timescales detailed in Section 3. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
 - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
 - 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

- 7.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
 - 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- 7.3.4. UKSBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UKSBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

7.3.6. The Government revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

https://www.gov.uk/government/publications/government-security-classifications

7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

USEFUL INFORMATION LINKS

- Contracts Finder
- Find a Tender
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FolA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FolA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

7.5.1. Your Response should remain open for consideration for a minimum period of 90 days. A Response valid for a shorter period will be rejected.

7.6. Timescales

7.6.1. Section 3 of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should <u>not under any circumstances</u> be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UKSBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this

- RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified page limit. Any responses with pages in excess of the page limit will only be consider up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified <u>Section 3</u>.
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in <u>Section 3</u>. Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in <u>Section 3</u> shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
 - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in <u>Section 3</u> in advance of 'the deadline' if a bidder believes their Response will be received late.

- 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 7.11.2. Neither UKSBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
 - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1. Any Bidder who:

- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2. communicates to any party other than UKSBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

- 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission.

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 5 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the eSourcing portal unless the eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in Section 3.
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the eSourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does

not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses or any other time prior to accepting the offer of a Contract. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UKSBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
 - 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

- 7.19.1. The Contracting Authority reserves the right to:
 - 7.19.1.1. cancel the evaluation process at any stage; and/or
 - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

What makes a good bid – some simple do's ©

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, emails and fax details.
- 7.21.10.Do complete all questions in the questionnaire or we may reject your Bid.

- 7.21.11.Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12.Do check and recheck your Bid before dispatch.

What makes a good bid - some simple do not's 🙁

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10.Do not exceed page limits, the additional pages will not be considered.
- 7.22.11.Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12.Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

TERM	MEANING				
"UKSBS"	means UK Shared Business Services Ltd herein after referred to as UKSBS.				
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal				
"Bidder(s)"	means the organisations being invited to respond to this Request for Proposal				
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities				
"Conditions of Bid" means the terms and conditions set out in this RFP r the submission of a Bid					
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement				
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice				
"Contracting Authority"	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run				
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.				
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal				
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations				
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search				
"FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation				
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.				
"Named Procurement person"	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement				
"Order"	means an order for served by any Contracting Body on the Supplier				
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations				
"Supplier(s)"	means the organisation(s) awarded the Contract				

"Supplies / Services /	means any supplies/services and supplies or works set out at
Works"	within Section 4 Specification

Appendix B – Report Volumes

Volume of screening

Year	2021	2022	2023
No. of checks completed	1657	1680	2229

Volumes by Screening Level

	ARC	Basic	Level	Level	Level	Level	Enhanced
		Disclosure	Α	С	D	Е	DBS
2023	1	130	1747	4	28	310	6
2022	0	99	1317	8	24	231	1
2021	0	106	1311	5	38	195	2

Volumes by Client Group

	AHRC	BBSRC	EPSRC	ESRC	MRC	NERC	STFC	UKSBS	NERC	RESEARCH	UKRI
									BGS	ENGLAND	
2023	8	29	37	36	448	315	728	224	90	14	297
2022	12	16	14	17	302	311	549	158	45	5	251
2021	19	27	41	23	296	323	475	150	N/A	N/A	303
										-	