

GovPrint Cloud Selection Questionnaire

*1st July 2024*

Dear Applicant,

**Tender for the GovPrint Cloud Competition**

Thank you for your interest in the contract notice on the Find a Tender service issued by the Government Property Agency (GPA) (“**we**”, “**us**”,“**our**”or“**the Authority**”) for the tender of the GovPrint Cloud (the “**Project**”).

The selection of a company responsible for the delivery of the Project (the “**Procurement**”) is intended to lead to the award of a service contract for the Project.

This letter including its appendices (“**SQ Letter**”) details the selection phase of the Procurement process. These should be read in conjunction with the contract notice. A glossary of the defined terms used in this SQ Letter is provided in Appendix 5.

1. **Procurement objectives**

The Authority is looking for a supplier to deliver GovPrint Cloud, a shared cloud print management service for its future Authority hubs, other Authority locations and non Authority locations. This approach enables the Authority to have a single cloud solution that devices from multiple print suppliers connect to, to support interoperability between devices from multiple suppliers.

The aims and objectives of the GovPrint Cloud service will be to deliver a service that is:

* Cost effective with market competitive prices, the total cost of ownership for the GovPrint service must not be greater than the cost of clients providing their own print service
* Meets clients print, copy and scan requirements
* Simple to onboard clients to the service
* Flexible and can scale to meet demand
* Secure and meet all clients security needs plus aligns with National Cyber Security Centre (NCSC) guidance
* Contributes to Net Zero by reducing energy usage, CO2 reduction and increase recycling
* Contributes to Authority’s Social Value Plan currently under development
1. **Selection process**

Following your review of this SQ Letter, you are invited to submit a response answering all the questions in Appendix 1 of this SQ Letter (“**SQ Response**”) by 12 noon (London time) on 31st July 2024 (the “**Submission Deadline**”) in accordance with this SQ Letter.

We must receive your completed SQ Response by the Submission Deadline. SQ Responses received by us after the Submission Deadline may be rejected in our absolute discretion.

In your SQ Response, you are required to answer the questions set out in Appendix 1 in accordance with the instructions for each question. Failure to respond to all relevant questions set out in Appendix 1 may result in your SQ Response not being considered or being rejected. We reserve the right to ask you for additional information or clarification regarding your SQ Response but are not obliged to do so. Accordingly, it is a matter for you to ensure that you follow the instructions and submit a fully compliant SQ Response in accordance with this SQ Letter.

We will commence our assessment of the SQ Responses submitted by the Submission Deadline only once the Submission Deadline has passed. We will assess your SQ Response in accordance with the selection criteria set out in Appendix 2.

This selection process is a prerequisite to an Applicant being invited to tender for the Project (a “**Bidder**”) and submit bids for the Project.

We reserve our right to assess (or re-assess) any Bidder at any stage of the Procurement process against the selection questions set out in this SQ Letter and to require you to provide any information that is, in our opinion, necessary to satisfy us that the selection criteria set out in this SQ Letter have been met.

**Who may apply**

You may submit a SQ Response as a single entity or as a Consortium[[1]](#footnote-0).

**Requirements when applying as a Consortium**

If you are submitting a SQ Response as a Consortium, you are required to identify an entity within the Consortium through which all communications with us will be made as the “Consortium Lead”. Consortia are not required to form a single legal entity for the purposes of submitting a SQ Response and participating in the Procurement, provided that:

1. each member of the Consortium is jointly liable for the performance of all obligations under the Contract; and
2. each member of the Consortium, and the Consortium as a whole, is adequately supported by parent company guarantees.

**Changes to SQ Responses after the Submission Deadline**

Subject to the requirements of this SQ Letter, if there is any proposed change to a SQ Response that has already been submitted by a qualified Bidder, or any proposed change in membership of any Consortium or single entity which has qualified as a Bidder, you are required to submit an amended SQ Response addressing any such change (“**Amended SQ Response**”) in accordance with Appendix 3. We will endeavour to respond promptly to proposals for change but Bidders should assume a maximum of four weeks from proposal to response (affirm or reject) unless we confirm in writing that we can respond in a shorter period. Bidders should note that any change proposed before bid submission needs to be approved prior to submission of any bid.

We recognise that during the Procurement, you may have reason to change the membership of your Consortium or a single entity that has been selected as a Bidder may wish to form a Consortium. During the Procurement, you (as a Bidder) may submit an application to change the membership of your Consortium or form a Consortium by submitting an Amended SQ Response which fulfils the requirements of a SQ Response and is also in accordance with the requirements below.

With respect to proposed changes to Bidders, Amended SQ Responses may only be submitted:

1. if at least one member of the Consortium remains constant throughout the Procurement (and in the case of a single entity Bidder, that entity remains part of the Consortium);
2. where circumstances exist which give rise to a good justification for the change and we have given our prior written consent to the change, such consent to be given in our absolute discretion; and
3. the Amended SQ Response is in accordance with the requirements of this SQ Letter.

If there are any other proposed changes to a Consortium or a single entity wishes to join a Consortium, the Consortium must satisfactorily answer the selection questions set out in this SQ Letter, regardless of what the proposed change is or when it occurs in the Procurement process, by submitting an Amended SQ Response in accordance with the requirements of this SQ Letter.

If the Amended SQ Response does not satisfactorily answer the selection questions in accordance with this SQ Letter, it will be rejected, in which event the Consortium or the single entity may continue in its unamended form or withdraw from the Procurement. If the proposed amendment is rejected by us, the amended Consortium will be disqualified from continuing to participate in the Procurement.

We reserve our right to ask for further information regarding any information submitted by an amended Consortium if necessary or required to assist proper consideration of the Amended SQ Response. However we are not obliged to do so.

1. **Selection process and qualification of Bidders**

We will inform you if you have qualified as a Bidder to be invited to tender for the Project after our assessment of all the SQ Responses that we have received, in accordance with the requirements of this SQ Letter.

We intend for the Procurement to run in accordance with the process and timetable described below; however we reserve the right to introduce additional stages or omit stages, amend or cancel any or all of the process. We will inform Applicants and Bidders of any such changes.

The indicative procurement timetable, which is subject to change, is below:

| **Activity** | **Date** |
| --- | --- |
| Contract Notice and Selection Questionnaire (SQ) Published | 1st July 2024 |
| SQ deadline and review of submissions commences | 31st July 2024 |
| Successful suppliers Invited to Tender (ITT) | 12th August 2024 |
| ITT bids due and evaluation commences | 16th September 2024 |
| Evaluation complete and suppliers notified Standstill commences | October 2024 |
| Standstill ends and Contract Award | October 2024 |

Without limitation, we reserve our right (at our absolute discretion) to conduct a revise and confirm phase if we determine it to be necessary in order to achieve our objectives.

By submitting a SQ Response, you consent to us providing a long list of the Bidders for circulation within the Authority and as required more widely within the UK Government in accordance with internal procedures.

**Communications**

All enquiries and clarifications regarding the selection phase, Procurement or the process generally should be made in writing to the Commercial Lead - DDAT and submitted via email to David.John@gpa.gov.uk and copied to Naomi.Clarke@gpa.gov.uk no later than 7 days prior to the Submission Deadline. No other enquiries or clarifications will be permitted. Subject to the terms of this SQ Letter, we will respond to enquiries and clarifications as soon as possible, but in any event no later than 3 days prior to the Submission Deadline.

**Fully completed SQ Responses in accordance with this SQ Letter and specifically in accordance with the selection questions in Appendix 1 must be submitted via email to** **Naomi.Clarke@gpa.gov.uk** **by the Submission Deadline.**

Answers to any enquiries or clarifications may be issued by us as Supplemental Information by way of publication to Contract Finder. If you believe your enquiry or clarification is commercially confidential, you may identify it as such. If we do not consider it to be commercially confidential, we will inform you of our determination and you may withdraw your enquiry or clarification. If we do consider the enquiry or clarification to be commercially confidential, the answer, if any, will only be provided to the Applicant who raised the question or, if we consider appropriate, will be published in a suitably anonymised form.

We may, in our absolute discretion, amend this SQ Letter and its contents (including any of the Supplemental Information) in any way and at any time. You are required to confirm receipt of such Supplemental Information in your SQ Response (in your response to Question 1(c) of Appendix 1).

Save as otherwise expressly provided for in this SQ Letter or the ITT, under no circumstances should the Authority or any member of the UK Government or any of their or our management, employees, advisers, or contractors be contacted directly in relation to any aspect of the Procurement without our prior written consent. Any breach of these rules by you or a member of your Consortium may result in your or your Consortium’s disqualification from the selection phase or the Procurement.

You must not disclose the terms, existence or contents of this SQ Letter to any person except your advisers engaged in connection with your SQ Response. Any breach of these rules by you or a member of your Consortium may result in your or your Consortium’s disqualification from the selection phase or the Procurement.

The selection phase and the Procurement are commercially confidential in nature and will be conducted in confidence. We may disclose the content of any SQ Response and the result of any assessment arrived at by us to any representatives from the Authority, Treasury or UK Government. You agree to us disclosing the content of your SQ Response and any further information arising out of or submitted by you during the Procurement to any member of the UK Government and our Technical Team.

1. **Collusion**

Direct or indirect canvassing or any of the Authority’s ministers, employees, contractors or agents by any Applicant concerning this SQ Letter, the Procurement and/or the potential contracts, or any procurement of or attempt to procure information from any of the Authority’s ministers, employees, contractors or agents other than in accordance with the terms of this SQ letter is prohibited and may result in the disqualification of the Applicant from the Procurement at the Authority’s absolute discretion. Applicants are reminded that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to the Authority, its ministers, employees, contractors, agents or any other parties acting on its behalf and that any such action may result in the Authority, at its absolute discretion, cancelling any contract currently in force and excluding the Applicant or Bidder from participating in the Procurement process.

Applicants should also note that it is prohibited to fix or adjust any responses to this SQ Letter or the Procurement, or any information provided in respect of the SQ Letter or the Procurement, in accordance with any agreement with any other person or any other Applicant.

1. **Other matters**

This SQ Letter and the selection phase are subject to the process conditions set out in Appendix 4 and the terms generally set out in this SQ Letter. Further, this SQ Letter does not constitute an offer or an invitation to you to make an offer.

We reserve the right to amend or terminate the procedures or change the timings outlined in this SQ Letter, to terminate discussions with any or all interested parties and to negotiate with interested parties. We are not under any obligation to consider or accept any SQ Responses.

Neither we nor our respective advisers will be obliged to give any reasons to any interested party for the acceptance or rejection of any SQ Response.

Neither we nor our respective advisers will be liable for any costs or expenses incurred by interested parties (or their professional advisers, funders, directors, officers, employees, agents or representatives) in connection with their assessment or investigation of the Project or with their review of any of the information provided or disclosed or the amendment or termination of the Procurement process or any part thereof. All costs and expenses incurred by any person in connection with submitting any SQ Response, participating in the selection or the tendering phase or the Procurement generally are the responsibility of that person and we will have no liability for any costs or expenses incurred by you in respect of such submission.

Neither we, nor our respective affiliates, directors, officers or employees or any of our advisers warrant the accuracy or completeness of any information furnished and no liability or responsibility shall attach to such persons by reason of making available such information to you.

We would like to thank you for your interest in the Project.

**Appendices:**

Appendix 1 Selection Questions (SQ)

Appendix 2 Selection Criteria and SQ Response Guidance

Appendix 3 Instructions for submitting SQ responses

Appendix 4 Process Conditions

Appendix 5 Glossary

**Appendix 1
Selection Questions (SQ)**

**INSTRUCTIONS:**

Applicants must answer all questions in this Appendix 1 and must complete responses to the questions in Appendix 1 by completing the accompanying SQ in Attachment 2\_GovPrint Cloud SQ for completion. Where your response requires additional evidence, please provide these in attachments that are labelled with numbers that correspond to the relevant question.

We will assess your SQ Response using the selection criteria and the methodology described in Appendix 2, with the exception of the responses to Question 1, which are for information only and will not be assessed. We reserve our right to ask you to clarify your answers or ask you to provide additional information but are under no obligation to do so.

**Question 1 - General Information**

**INSTRUCTIONS:**

The following information is required for information only and will not form part of the assessment of SQ Responses.

1. In your SQ Response, please identify:
2. whether you are submitting your SQ Response as a single entity or as part of a Consortium; and
3. where you are a Consortium, one member in your response to Question 1(b) as the contact member for the Consortium. It is the Consortium’s responsibility to let us know if there is any change to the named contact member. All correspondence given to the named contact member will be deemed to be given to all members of the Consortium. If the contact member does not distribute information to the other members of the Consortium, we shall not be liable or responsible in any way for the other members not receiving the information.
4. You are required to:
5. provide general information about you, and where a Consortium, each of your members, including
6. full company name;
7. full postal address;
8. telephone number;
9. company registration number;
10. date of registration;
11. VAT registration number (if applicable);
12. type of organisation (eg. public limited company, limited company, limited liability partnership, other partnership, sole trade);
13. if you are a Small, Medium or Micro Enterprise (SME);
14. where any professional or trade registration if required in the state where you are established, relevant details of such registration including registration number(s);
15. where any particular authorisation is a legal requirement in the state where you are established, details of such authorisations;
16. if a wholly or partly owned subsidiary company or a member of a group of companies, details of the group structure and position of the Applicant therein, including ownership percentage, and name, company registration number and country of registration of the ultimate parent holding company; and
17. nominated contact to receive correspondence in relation to the SQ (and their designation, email address and telephone number); and
18. where you are a Consortium, details of the Consortium and the workshare arrangements between the Consortium members.
19. If you are proposing to use subcontractors/a supply chain, please provide the details for each one: Name, Registration number, Registered or head office address, Trading status, Registered VAT number, SME (Yes/No), the role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known, the approximate % of contractual obligations assigned to each subcontractor, if known, Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?
20. You are required to confirm receipt of any Supplemental Information to this SQ Letter (which will be clearly identified as Supplemental Information) issued by us to you when you submit your SQ Response.
21. Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above).

**Question 2 - Legal Eligibility**

**INSTRUCTIONS:**

The legal eligibility criteria must be met by the Applicant participating in the Procurement throughout the Procurement. Please provide the following information. We reserve the right to reject any Applicant who no longer meets the minimum standards of legal eligibility at any time.

1. Every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses in full confirming conviction of any of the following offences:
2. Within the past five years, anywhere in the world, have you or any person who: is a member of the supplier’s administrative, management or supervisory body or has powers of representation, decision or control in the supplier, been convicted of any of the offences within the summary below and listed in full in Annex D to PPN 03/24[[2]](#footnote-1)?

i) Participation in a criminal organisation.

ii) Corruption

iii) Terrorist offences or offences linked to terrorist activities.

iv) Money laundering or terrorist financing.

v) Child labour and other forms of trafficking in human beings.

vi) Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.

vii) Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

(c) **If you have answered yes to any part of question 2b), please provide further details,** including: date of conviction and the jurisdiction, which of the grounds listed the conviction was for, the reasons for conviction, the identity of who has been convicted. If the relevant documentation is available electronically please provide: the web address, issuing authority, precise reference of the documents.

(d) If you have answered yes to any part of the question above please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self cleaning).

(e) The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Annex D to PPN 03/24, and should be referred to before completing the following questions:

 i) Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. If documentation is available electronically please provide: the web address, issuing authority, precise reference of the documents

 ii) If you have answered no to 2e(i) please provide further details including the following: Country concerned; what is the amount concerned; how the breach was established, i.e. through a judicial or administrative decision or by other means; if the breach has been established through a judicial or administrative decision please provide the date of the decision; if the breach has been established by other means please specify the means.

 iii) Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.

(f) The detailed grounds for discretionary exclusion of an organisation are set out in Annex D to PPN 03/24, and should be referred to before completing the following questions - Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex D to PPN 03/24 applied to you?:

 i) Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations.

 ii) Breach of social law obligations?

 iii) Breach of labour law obligations?

 iv) Bankruptcy or subject of insolvency?

 v) Guilty of grave professional misconduct?

 vi) Distortion of competition?

 vii) Conflict of interest?

 viii) Been involved in the preparation of the procurement procedure?

 ix) Prior performance issues?

 x) You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.

 xi) You have withheld such information.

 xii) You are not able, without delay, to submit documents if/when required under Regulation 59

 xiii) You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

 xiv) You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. If you are a relevant commercial organisation please confirm that you have published a statement as required by Section 54 of the Modern Slavery Act and confirm that the statement complies with the requirements of Section 54.

 xv) If you have answered **YES** to any of the questions in xii, or **NO** to question xiii, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning).

**Question 3 - Financial Capability & Capacity**

**INSTRUCTIONS:**

The financial capability criteria set out in Question 3 below must be met by Applicants participating in the Procurement throughout the Procurement. Please follow the instructions below carefully.

**Responding to Question 3 as a single entity**

The tests in 3.1, 3.2, and 3.3 below may be satisfied by an individual Applicant providing that all of the limbs of the test set out in Question 3 have been satisfied.

**Responding to Question 3 as a Consortium**

Where you are a Consortium, you must identify the member(s) of your Consortium that (together) meet(s) the tests in 3.1, 3.2 and 3.3 below and the extent to which the member(s) meets the relevant criteria.

For the purposes of the test in 3.1, a member of a Consortium will only be determined as contributing to the Consortium if they are providing at least a 5% share in the relevant Consortium.

It is not required that each of the sub-criteria in 3.1(a) and 3.1(b) be met by each member of a Consortium, provided the sub-criteria in 3.1 are met by the members of the Consortium considered collectively as a whole.

**Question 3.1 - Financial Standing**

You (and, if you are a Consortium, each Consortium member providing at least a 5% share in the Consortium) must provide the following evidence of their economic/financial standing to undertake this procurement:

1. a statement of the turnover, Profit and Loss Account/Income statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the last three years of trading for this organisation; and/or
2. a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
3. alternative means of demonstrating financial status, e.g. a forecast of turnover for the current year and a statement of funding provided by the owners,
4. Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required.

**Question 3.2 - Financial Viability & Risk Assessment (FVRA)**

You, (and, if you are a Consortium, each member collectively) must provide a completed Financial Viability and Risk Assessment Tool (FVRA) by completing Attachment 4\_FVRA Tool. Please follow the instructions on the ‘Bidder Instructions’ sheet in Attachment 4\_FVRA Tool.

**Question 3.3 - Parent Company Guarantees**

You (and, if you are a Consortium, each member of the Consortium) must provide confirmation demonstrating that you are able to provide:

1. a parent company guarantee (or, in the case of a Consortium, a parent company guarantee on behalf of each member);
2. a bank guarantee; or
3. a combination of the above,

which covers your liabilities in respect of any SQ Response and, if you are invited to tender for the Project, your liabilities under the Contract.

For the purposes of these criteria, such guarantee must cover a minimum of:

1. in respect of the Contract, £10m;

Please note that these liabilities are cumulative and each Applicant (and, if a Consortium, each member of the Consortium) must be able to prove that, if they were to be awarded a Contract, that they would be able to cover any liabilities which may arise under the Contract.

Responses to Question 3 will be assessed in accordance with the criteria and methodology explained detailed below:

**Economical and Financial Standing Testing (EFST)**

Regulation 58(7) of the Public Contracts Regulations 2015 allows a contracting Authority such as the Authority to impose requirements ensuring that economic operators expressing an interest in bidding for an opportunity will, if successful, possess the necessary economic and financial standing to perform the contract to be awarded.

The assessment process described below allows the Authority to take a proportionate, flexible, contract specific and not unduly risk adverse view of Your economic and financial standing.

The assessment methodology is comprised of an economic and financial standing test (EFST) which considered the following factors:

• **An assessment using a Credit Safe credit score**

The CreditSafe credit score is based on daily monitoring of the subject company's financial and other key strategic activities and is predictive of the probability that the company will fail. The Credit Safe score is from 0 to 100, where a high score represents a low risk and a low score represents a high risk. Bidders from outside of the UK may have a score of 0-10 instead, in which case the same assessment below will apply but can be multiplied by a factor of ten to achieve the same threshold ratings.

The Authority may, if deemed necessary, ask the bidder further due diligence based questions depending on the results of the Credit Safe score.

• **An assessment of eight accounting ratios**

This test would assess your EFS using information from your input into Sheet ‘1.1a Lead and Parents’ in Attachment 4\_FVRA Tool and based on eight (8) financial ratios (see tests (a) to (h) below) in relation to Your last three (3) years’ audited financial statements Each ratio would be rated’ red, amber or green (low, medium or high risk) based on the parameters outlined below:

1. Low Risk = Green

2. Medium Risk = Amber

3. High Risk = Red

1. **Turnover Ratio**

Turnover Ratio = Bidder Annual Revenue / Expected Annual Contract Value

A result that is 1.5x and below is High Risk

A result that is 2.0x and higher is Low Risk

1. **Operating Margin**

Operating Margin = Operating Profit / Revenue

A result that is 5% or lower is High Risk

A result that is 10% or higher is Low Risk

1. **Net Debt to EBITDA Ratio**

Net Debt to EBITDA ratio = Net Debt / EBITDA

Definition

Net Debt = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents

EBITDA = Operating profit + Depreciation charge + Amortisation charge

A result of 3.5 or higher is High Risk

A result of 2.5 or lower is Low Risk

1. **Net Debt and Net Pension Deficit to EBITDA Ratio**

Net Debt + Net Pension Deficit/Surplus to EBITDA ratio = (Net Debt + Net Pension Deficit) / EBITDA

Definition

Net Debt = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents

Net Pension Deficit = Retirement Benefit Obligations – Retirement Benefit Assets

EBITDA = Operating profit + Depreciation charge + Amortisation charge

A result of 5 or higher is High Risk

A result of 4 or lower is Low Risk

1. **Net Interest Paid Cover**

Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid

Definition

Earnings Before Interest and Tax = Operating profit

Net Interest Paid = Interest paid – Interest received

A result that is 3 and below is High Risk

A result that is 4.5 and higher is Low Risk

1. **Acid Ratio**

Acid Ratio = (Current Assets – Inventories)/ Current Liabilities

A result that is 0.8 and below is High Risk

A result that is 1 and higher is Low Risk

1. **Net Asset Value**

Net Asset Value = Net Assets

1. **Group Exposure Ratio**

Group Exposure Ratio = Group Exposure / Gross Assets

Definition

Group Exposure = Balances owed by Group Undertakings + Contingent liabilities assumed in

support of Group Undertakings

Gross Assets = Fixed Assets + Current Assets

A result of 50% or higher is High Risk

A result of 25% or lower is Low Risk

**Red ‘RAG’ Rated Ratios**

Where your credit ratios result in a ‘red-RAG rated’ score, and/or your credit score result in a High or Very High Risk rating, based on the above definitions, You would be required to:

1. provide an explanation of the reasons for the red-RAG rated ratio occurring; and
2. provide mitigating measures and a plan of how you would propose improving and/or mitigating the the position of the red-RAG rated item

Whilst a red-RAG rated item would not necessarily preclude You from the bidding process, your response and mitigating proposals and the associated credibility and robustness of your proposal (which in all cases would need to be agreed with the authority acting reasonably) would determine whether on balance the Authority believed that you would have the financial and economic capacity and capability to successfully deliver the contract in accordance with the authorities requirements.

If using a subcontractor, identified in 1.b.iii, you are required to provide the same level of information in Sheet ‘1.2a Other’ in Attachment 4\_FVRA Tool

**Parent Company Guarantee or Other Form of Financial Security**

In the event that the Authority deems it necessary following its assessment of Your economic and financial standing, Your continued participation in the procurement process is conditional upon You committing to provide a parent company guarantee Your parent company must itself achieve a Low risk rating when subjected to the EFST set out below.

If You are:

a) a company without a parent company, or

b) a company whose parent company does not achieve a Low risk rating for the EFST

then the Authority will accept a suitable form of alternative financial security. This will be in the form of an on-demand bond issued by a reputable financial institution with a credit rating of at least BBB+ and with a value of 10% of overall contract value.

In order to assess the Economic and Financial Standing (EFS) of Your parent company, you are required to provide the information outlined in Question 3.1 - Financial Standing, within Sheet ‘1.1a Lead and Parents’ in Attachment 4\_FVRA Tool.

**Evidence That May be Required to Support the EFTS**

If your latest filed accounts are more than twelve (12) months old, the Authority may require you to submit further financial information, including but not limited to the following:

1. Management accounts for the 12 months following the last filed accounts
2. Forward order book information

**Evidence & Continued Monitoring to Ensure the On-going Good EFS**

Following the review of the financial statements that are provided as part of the EFTS, the Authority may require you to continue to periodically provide financial ratio information (see (a) to (f) above) to ensure continued financial and economic good health. This may also extend to the successful bidder being required to also monitor key subcontractors in a similar fashion to that undertaken by the Authority.

**Question 4 – Insurance**

**INSTRUCTIONS:**

Please follow the instructions below carefully.

Where you are applying as a Consortium, you must respond to Question 4 collectively as a whole Consortium, but provide relevant details pertaining to any of your members and their advisers and contractors.

You must confirm that you have, or can commit to obtain, prior to the commencement of the Contract, the following levels of insurance cover:

|  | Employer’s Liability Insurance | £5 million |
| --- | --- | --- |
|  | Public Liability Insurance | £5 million |
|  | Professional Indemnity Insurance | £10 million |
|  | Product Liability Insurance | £1 million |

Where you are applying as a single entity, you are required to respond to Question 4.

Where you are applying as a Consortium, each member of the Consortium must be able to confirm that they have their own cover up to the level stated in rows [1 and 2] above, and the Consortium as a whole must be able to provide a statement and evidence that they have in aggregate cover up to the level stated in rows [3 to 4].

Responses to Question 4 will be assessed in accordance with the criteria and methodology explained in Appendix 2.

**Question 5 – Technical and Professional Ability**

**INSTRUCTIONS:**

The Technical and Professional Ability criteria set out in Question 5 below must be met by Applicants participating in the Procurement throughout the Procurement. Please follow the instructions below carefully.

Where you are applying as a single entity, you are required to respond to Question 5.

Where you are applying as a Consortium, you must respond to Question 5 collectively as a whole Consortium, but provide relevant details pertaining to each of your members.

**Question 5.1 - Taking Account of Suppliers Past Performance**

1. Please supply a list of your relevant principal contracts for supplies and/or services provided in the last three years.
2. On request can you provide a past performance certificate from those customers on the list?
3. If you cannot obtain a certificate from a customer can you explain the reasons why?
4. If the certificate states that supplies and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?

**Question 5.2 - Confirmation of service features**

1. Please confirm that your service has, or will have by contract award, the following features:
* User authentication and authorisation integration with multiple identity sources
* Pull print / follow me print
* Push print / direct print
* Scan to email / scan to cloud services
* User level activity tracking and reporting
* Dashboard with roles based access control
1. If your service does not have one or more of the features above, please detail in no more than 500 words an explanation for this and how you meet the selection criteria relating to technical and professional ability

**Question 5.3 - Confirmation of connection to multiple device manufacturers**

(a) Please confirm that your service has, or will have by contract award, the ability to connect to print devices from at minimum 6 of the device manufacturers from the list below:

* Canon
* HP
* Konica Minolta
* Kyocera
* Ricoh
* Xerox
* Lexmark
* Brother
* Epson
* Toshiba
* Sharp

(b) If your service does not have, or will not have by contract award, the ability to connect to print devices from at minimum 6 of the device manufacturers from the list above, please detail in no more than 500 words an explanation for this and how you meet the selection criteria relating to technical and professional ability.

**Question 5.4 - 5.6**

For Question 5.4, 5.5, and 5.6 please provide details of up to three contracts to meet the technical and professional ability criteria set out in the question, in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

For consortium bids, or where you have indicated that you are relying on a particular member or a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/particular member/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.

For each contract example provided please provide the following information

- Name of customer organisation who signed the contract.

- Name of supplier who signed the contract.

- Point of contact of the customer.

- Position in the customer’s organisation.

- E-mail address.

- Description of contract.

- Contract Start date.

- Contract completion date.

- Estimated contract value.

If you cannot provide at least one example of previous contracts that are relevant to Question 5.4, 5.5, and 5.6, for each question in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).

The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).

**Question 5.4 - Evidence of SaaS experience**

Please provide details of up to three contracts in the last three years where you have provided a multi-tenant Software as a Service (SaaS) service model and a public cloud deployment model.

**Question 5.5 - Evidence of Cloud experience**

Please provide details of up to three contracts in the last three years where you have provided a service that is fully cloud based with no requirement for on premise hardware or software components

**Question 5.6 - Evidence of Experience Providing a Service**

Please provide details of up to three contracts in the last three years where you have provided service desk, support and maintenance, client onboarding, and service delivery management.

**Question 5.7 - Data Protection Compliance**

(i) Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.

(ii) Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

* to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
* to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
* to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
* to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place);
* to maintain records of personal data processing activities; and
	+ to regularly test, assess and evaluate the effectiveness of the above measures.

Responses to Question 5 will be assessed in accordance with the criteria and methodology explained in Appendix 2.

**Question 6 – Government Cyber Essentials Plus Scheme**

**INSTRUCTIONS:**

The UK Government’s Cyber Essentials Scheme criteria set out in Question 6 below must be met by Applicants participating in the Procurement throughout the Procurement. Please follow the instructions below carefully.

Where you are applying as a single entity, you are required to respond to Question 6.

Where you are applying as a Consortium, each Member of your Consortium must provide a response to Question 6 below.

**Question 6.1 (Your organisation)**

Please confirm which of the following descriptions best applies to you (and, if a Consortium, to each member separately):

|  | Your organisation currently has a current and valid Cyber Essentials Plus certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months. |
| --- | --- |
|  | Your organisation does not currently have a current and valid Cyber Essentials Plus certificate which has been awarded by one of the government approved Cyber Essentials accreditation BUT you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid Cyber Essentials certificate Plus by one of the government approved accreditation bodies by the commencement date of the Contract. |
|  | Your organisation does not have a current and valid Cyber Essentials Plus certificate which has been awarded by one of the government Cyber Essentials accreditation bodies, but you can demonstrate (or will be able to demonstrate by the commencement date of the Contract) that your organisation meets the technical requirements prescribed by the Cyber Essentials Plus Scheme (as detailed in the following link: (<https://cyberstreetwise.com/cyberessentials/files/requirements.pdf>) and that you can provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that your organisation demonstrates current compliance with Cyber Essentials Plus technical requirements. |
|  | Your organisation does not have a current and valid Cyber Essentials Plus certificate and cannot demonstrate (or will not be able to demonstrate by the commencement date of the Contract) that your organisation meets the technical requirements prescribed by the Cyber Essentials Plus Scheme and/or you cannot provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that your organisation demonstrates current compliance with Cyber Essentials Plus technical requirements. |

(i) Where the description in row 4 applies, you may provide an explanation of your non-compliance.

**Question 6.2 (Your supply chain)**

Please confirm which of the following descriptions best applies to you (and, if a Consortium, to each member separately):

|  | Each of the subcontractors in your supply chain complies with one of the descriptions in rows 1-3 in the table at 6.1 above. |
| --- | --- |
|  | [Not all of the subcontractors comply with one of the descriptions in rows 1-3 in the table at 6.1 above but the Applicant has a justifiable reason why any particular subcontractors are non-compliant.] |
|  | Not all of the subcontractors comply with one of the descriptions in rows 1-3 in the table at 6.1 above. |
|  | There are no external parties in your supply chain. |

Where the description in row B applies, you must provide an explanation of why any particular non-compliant subcontractor does not hold the appropriate level of certification.

Responses to Question 6 will be assessed in accordance with the criteria and methodology explained in Appendix 2.

**Question 7 – ISO27001**

**INSTRUCTIONS:**

The ISO27001 criteria set out in Question 7 below must be met by Applicants participating in the Procurement throughout the Procurement. Please follow the instructions below carefully.

Where you are applying as a single entity, you are required to respond to Question 7.

Where you are applying as a Consortium, each Member of your Consortium must provide a response to Question 7 below.

**Question 7.1 (Your organisation)**

Please confirm which of the following descriptions best applies to you (and, if a Consortium, to each member separately):

| **A.** | Your organisation currently has a current and valid ISO27001 certificate, which has been awarded by one of the ISO27001 accreditation bodies within the last 36 months. |
| --- | --- |
| **B.** | Your organisation does not currently have a current and valid ISO27001 certificate which has been awarded by one of the ISO27001 accreditation bodies BUT you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid ISO27001 certificate by one of the government approved accreditation bodies by the commencement date of the Contract. |
| **C.** | Your organisation does not have a current and valid ISO27001 certificate which has been awarded by one of the ISO27001 accreditation bodies, but you can demonstrate (or will be able to demonstrate by the commencement date of the Contract) that your organisation meets the technical requirements prescribed by the ISO27001 and that you can provide evidence of verification by a technically competent and independent third party (which has taken place within the last 36 months) that your organisation demonstrates current compliance with ISO27001 technical requirements. |
| **D.** | Your organisation does not have a current and valid ISO27001 certificate and cannot demonstrate (or will not be able to demonstrate by the commencement date of the Contract) that your organisation meets the technical requirements prescribed by the ISO27001 Scheme and/or you cannot provide evidence of verification by a technically competent and independent third party (which has taken place within the last 36 months) that your organisation demonstrates current compliance with ISO27001 technical requirements. |

(i) Where the description in row D applies, you may provide an explanation of your non-compliance.

**Question 7.2 (Your supply chain)**

Please confirm which of the following descriptions best applies to you (and, if a Consortium, to each member separately):

|  | Each of the subcontractors in your supply chain complies with one of the descriptions in rows 1-3 in the table at 7.1 above. |
| --- | --- |
|  | [Not all of the subcontractors comply with one of the descriptions in rows 1-3 in the table at 7.1 above but the Applicant has a justifiable reason why any particular subcontractors are non-compliant.] |
|  | Not all of the subcontractors comply with one of the descriptions in rows 1-3 in the table at 7.1 above. |
|  | There are no external parties in your supply chain. |

Where the description in row B applies, you must provide an explanation of why any particular non-compliant subcontractor does not hold the appropriate level of certification.

Responses to Question 7 will be assessed in accordance with the criteria and methodology explained in Appendix 2.

**Appendix 2
Selection Criteria and SQ Response Guidance**

1. Your SQ Response will be assessed against the selection criteria using the methodology in this Appendix 2.
2. Table 1 below details the Method of Assessment for each question and any applicable weighting. Table 2 sets out the scoring criteria for those questions that will be assigned a score.
3. We reserve our right (in our absolute discretion) to use any publicly available information for the purpose of verifying the accuracy and completeness of the Applicants’ SQ Responses. We will apply the selection criteria on the basis of the information submitted by Applicants in their SQ Responses, subject to any amendments or updates to the SQ Response necessary to reflect relevant publicly available information. Where we consider that a SQ Response should be amended on the basis of publicly available information, we will consult the Applicant before doing so.
4. We reserve the right to reject an Applicant for providing materially inaccurate information in its SQ Response.

**Table 1: Selection criteria and method of assessment**

| **Criteria** | **Method of assessment** |
| --- | --- |
| Question 1 in Appendix 1: General Information | **Your response to this question is for information only**  |
| Questions 2(a), 2(b) and 2(i) in Appendix 1: Legal Eligibility  | **Accept / reject**We will treat you as ineligible and will not select you if we have actual knowledge that you, or a member of your Consortium (as relevant) or its directors or any other person who has powers of representation, decision or control has (or should have) answered “yes” to any of the questions in Question 2(a), 2(b) and 2(i). Accordingly, if the answer is “yes”, you will be excluded from the selection process and will not qualify as a Bidder for the Project, unless in our absolute discretion, we decide to disregard the prohibition described because we are satisfied that there are overriding requirements in the general interest which justify us doing so in relation to you or any member of your Consortium (as relevant). |
| Questions 2(c), 2(d), 2(e) and 2(g) in Appendix 1: Legal Eligibility | **Accept / reject**If you cannot answer ‘no’ to every question your SQ Response may be rejected. If answering ‘yes’ to either Question 2(c), 2(d), 2(e) or 2(g), we will take into consideration any details of any mitigating factors that you, and if a Consortium, the relevant members of the Consortium, considered relevant and provided to us. Accordingly, if the answer is ‘yes’ to either Question 2(c), 2(d), 2(e) or 2(g), you will be excluded from the selection process and you will not qualify as a Bidder for the Project unless, in our absolute discretion, we decide to disregard the relevant affirmative response because we are satisfied that there are overriding requirements in the general interest which justify doing so in relation to you (and, if a Consortium, any member) having taken into consideration any relevant mitigating factors.In relation to Question 2(g), the Authority reserves the right to reject your SQ response if you cannot demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. |
| Questions 2(f) and 2(h) in Appendix 1: Legal Eligibility | **Accept / reject**If you cannot answer ‘yes’ to both Questions 2(f) and 2(h) and provide the required supporting evidence your SQ Response may be rejected. If answering ‘no’ to either Question 2(f) or 2(h), we will take into consideration any details of any mitigating factors that you, and if a Consortium, the relevant members of the Consortium, considered relevant and provided to us. Accordingly, if the answer is ‘no’ to either Question 2(f) or 2(h), you will be excluded from the selection process and you will not qualify as a Bidder for the Project unless, in our absolute discretion, we decide to disregard the relevant affirmative response because we are satisfied that there are overriding requirements in the general interest which justify doing so in relation to you (and, if a Consortium, any member) having taken into consideration any relevant mitigating factors. |
| Questions 3.1, 3.2 and 3.3 in Appendix 1: Financial Capability  | **Accept / reject**You will score an “accept” in respect of this question where you have provided the requested accounts, submitted a completed copy of Attachment 4\_FVRA Tool, answered question 3.3 in full, and where your financial standing is assessed as Low Risk as per the criteria laid out in Question 3.If your company's financial standing is assessed as High Risk, and you are unable to provide satisfactory mitigation measures or evidence to the Authority, you may be excluded from the selection process and score a “reject”. |
| Question 4 in Appendix 1: Insurance | **Accept / reject**You will score an “accept” in respect of this question where we consider that you have demonstrated compliance with the specified criteria. |
| Question 5.1 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where you have provided a list of relevant principal contracts for supplies and/or services provided in the last three years and you have answered “Yes” to being able to provide past performance certificates. You will score a “reject” in respect of this question if you do not supply a list of relevant principal contracts and do not provide a “Yes” to being able to provide past performance certificates. You may score a “reject” if you are unable to provide past performance certificates on request and your explanation for being unable to provide past performance certificates is not satisfactory. |
| Question 5.2 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where you have confirmed your service contains the features listed in the question.You will score a “reject” if you do not confirm that your service contains the features listed in the question. You may score a “reject” if your service does not currently, or will not have by contract award, all of the features listed in the question and your response does not give an adequate explanation for how your service will provide the features that you currently do not provide. |
| Question 5.3 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where you have confirmed your service connects to a minimum of 6 of the device manufacturers listed within the question |
| Question 5.4 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where at least one of your previous contracts, or your explanation for how you meet this question, demonstrates it meets the conditions of the question. |
| Question 5.5 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where at least one of your previous contracts, or your explanation for how you meet this question, demonstrates it meets the conditions of the question. |
| Question 5.6 in Appendix 1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where at least one of your previous contracts, or your explanation for how you meet this question, demonstrates it meets the conditions of the question. |
| Question 5.7 in Appendix1: Technical and Professional Ability | **Accept / reject**You will score an “accept” in respect of this question where at least one of your previous contracts, or your explanation for how you meet this question, demonstrates it meets the conditions of the question. |
| Questions 6.1 and 6.2 in Appendix 1: Government Cyber Essentials Scheme | **Accept / reject** If you answer ‘4’ to Question 6.1 and/or do not answer ‘A’ to Question 6.2 your SQ Response may be rejected at our absolute discretion.If you answer ‘4’ to Question 6.1 and/or do not answer ‘A’ to Question 6.2 we will take into consideration any details of any mitigating factors that you, and if a Consortium, the relevant members of the Consortium, considered relevant and provided to us. Accordingly, if you answer ‘4’ to Question 6.1 and/or do not answer ‘A’ to Question 6.2, you will be excluded from the selection process and you will not qualify as a Bidder for the Project unless, in our absolute discretion, we decide to disregard the relevant affirmative response because we are satisfied that there are overriding requirements in the general interest which justify doing so in relation to you (and, if a Consortium, any member) having taken into consideration any relevant mitigating factors. |
| Questions 7.1 in Appendix 1: ISO27001 | **Accept / reject** If you answer ‘4’ to Question 7.1 your SQ Response may be rejected at our absolute discretion.If you answer ‘4’ to Question 7.1 we will take into consideration any details of any mitigating factors that you, and if a Consortium, the relevant members of the Consortium, considered relevant and provided to us. Accordingly, if you answer ‘4’ to Question 7.1 you will be excluded from the selection process and you will not qualify as a Bidder for the Project unless, in our absolute discretion, we decide to disregard the relevant affirmative response because we are satisfied that there are overriding requirements in the general interest which justify doing so in relation to you (and, if a Consortium, any member) having taken into consideration any relevant mitigating factors. |

**Appendix 3
Instructions for submitting SQ Responses**

1. **Submission of SQ Responses**

Fully completed SQ Responses in accordance with this SQ Letter and specifically in accordance with the selection questions in Appendix 1 must be submitted via email to Naomi.Clarke@gpa.gov.uk by the Submission Deadline.

**Appendix 4
Process Conditions**

1. **Our discretions**
	1. We reserve the right to:
		1. cancel, postpone, suspend or abort the process (including the process outlined in this SQ Letter and Appendices) at any stage;
		2. require you to clarify your response in writing or provide additional information (we reserve our right to reject or disqualify you if you fail to respond to any such request adequately or by the deadline set by us); and
		3. amend the terms, conditions or requirements of this SQ Letter, the selection phase, the Procurement or selection process.
2. **Costs and expenses**

You are solely responsible for your own costs and expenses incurred in connection with the preparation and submission of the SQ Response and the selection process or the Procurement. Under no circumstances will we or any of our advisers be liable for any costs or expenses borne by you or any of your advisers in the Procurement whether you qualify as a Bidder or otherwise. If and to the extent that we determine in our absolute discretion that it would offer better value for money to pay a capped amount of bid costs should certain unforeseen circumstances arise we reserve the right to inform Bidders accordingly in the ITT.

1. **Confidentiality**
	1. Information made available to you and where appropriate, members of your Consortium, is made available on the condition that it is treated as confidential and you do not disclose, copy, reproduce, distribute, or pass to any other person at any time except for the purpose of enabling a response to be prepared and submitted; all such persons shall have given an undertaking at the time of receipt to keep such information confidential.
	2. We shall be entitled to disclose information made available by you to us to officials from the Authority, Treasury and the UK Government and their advisers as necessary and requested or as required for the purposes of carrying out this Procurement.
	3. We shall be entitled to disclose information made available by you to us as necessary to our advisers for the purposes of carrying out this Procurement.
	4. We shall be entitled to disclose the identity of any Bidder to any party taking part in the Procurement.
2. **Collusion, bribery and rights to reject**
	1. You or any person employed or engaged by you, whether or not to your knowledge, who, in connection with the process or the Project generally:
		1. offers any inducement, fee or reward to any of our officers or board members or any person acting as our adviser in connection with the Procurement and/or the potential contract;
		2. does anything which would constitute a breach of the Bribery Act 2010; and/or
		3. canvasses, whether directly or indirectly, or procures or attempts to procure information from, any of the persons associated with the Project and this selection phase, in connection with this SQ Letter, the Procurement and/or the potential contract,

will be disqualified (without prejudice to any other civil remedies available to us and without prejudice to any criminal liability which such conduct by you may attract).

* 1. If in connection with this Procurement and/or the potential contract, you collude with another Bidder or interested party with a view to disrupting the fairness and competitiveness of the Procurement process, you will be disqualified (without prejudice to any other civil remedies available to us and without prejudice to any criminal liability that such conduct by you or a Bidder may attract).
	2. Without limiting any other section in this SQ Letter (including its Appendices), we reserve the right in our absolute discretion to disqualify you or reject a SQ Response or an Amended SQ Response where:
		1. you fail to answer (or fail to ensure that (where appropriate) each member of a Consortium answers) all of the questions in the SQ Letter or to submit all information requested in full and by the Submission Deadline;
		2. you fail to comply with the requirements and conditions that we set out in this SQ Letter;
		3. you or any member of your Consortium is guilty of a serious misrepresentation in relation to its SQ Response (including any Amended SQ Response) application and/or the selection phase or the Procurement process;
		4. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting you or any member of your Consortium; and/or
		5. you fail to meet the legal eligibility criteria (as provided in this SQ Letter); or
		6. you fail to meet the selection requirements set out in this SQ Letter in any SQ Response or Amended SQ Response.
	3. We will inform unsuccessful applicants of our decision in accordance with the process as set out in this SQ.
1. **Copyright and publicity**
	1. The copyright in this SQ Letter is vested in us. This SQ Letter shall not, either in whole or part, be reproduced, copied, distributed, stored in any medium or otherwise made available to any other party in any circumstances, for any other purpose than that for which it is intended, without our prior written consent. This SQ Letter, and any document issued as supplemental to it, is and shall remain our property and must be returned upon demand.
	2. You shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to the Project (including but not limited to any announcement that you are participating in the selection phase or the Procurement) without our prior written agreement. Such agreement shall extend to the content of any publicity. In this paragraph the word ‘media’ includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.
2. **Disclaimers**
	1. This SQ Letter and all other information, opinions and data, whether written or oral, made available to you during the selection process (together, the “**Information**”) is being provided to you for the sole purpose of assisting you to submit a SQ Response.
	2. Although the Information is provided in good faith, the Authority and the UK Government or any of their or our management, employees, advisers, contractors or agents accept no liability for any error or misstatement in, or omission from, the Information and, so far as permitted by law, any liability (for negligence or otherwise) of the Authority or the UK Government or any of their or our management, employees, advisers, contractors or agents to you and others in connection with the Information, is hereby expressly disclaimed.
	3. None of the Information shall constitute a contract or part of a contract in any way, and none of the Information is or should be relied on as a promise or representation as to our ultimate decisions in relation to the Project.
	4. No contractual rights, express or implied, arise out of the procedures set out in this SQ Letter.
	5. A SQ Response does not guarantee nor create any legitimate expectation that you will be invited to bid for the Project.
	6. We reserve the right to vary any requirements and / or procedures relating to the selection phase or the Procurement process.
	7. We reserve the right to require the submission of any additional, supplementary or clarifying information as we may, at our absolute discretion, consider appropriate.
	8. The submission of a SQ Response shall be deemed to imply your acceptance of requirements in and conditions and all requirements of this SQ Letter without qualification.
	9. We do not make any representation or commitment that we will proceed with the process or any works or services referred to in this SQ Letter.

**Appendix 5
Glossary**

| “**Amended SQ Response**” | an amended SQ Response submitted by a Bidder addressing any proposed change to a SQ Response that has already been submitted and assessed by the Authority, including any proposed change to the membership of a Consortium; |
| --- | --- |
| “**Applicant**” | a single entity or a Consortium which submits a SQ Response in accordance with this SQ Letter; |
| “**Bidder**” | an Applicant who has been invited to tender for the Project by the Authority;  |
| “**Consortium**” | two or more persons acting jointly for the purposes of being awarded a contract;  |
| “**DOTAS**” | Disclosure of Tax Avoidance Scheme;  |
| “**FVRA**” | the Financial Viability and Risk Assessment Tool used to determine the level of risk to the Authority of the bidders financial status as set out in Question 3.2 in Appendix 1;  |
| “**ITT**” | the invitation to tender intended to be issued by the Authority; |
| “**OJEU**” | the Official Journal of the European Union; |
| “**SQ Letter**” | this selection questionnaire letter including its appendices and any Supplemental Information issued pursuant to it; |
| “**SQ Response**” | a response answering all the questions in Appendix 1 of this SQ Letter; |
| “**Procurement**” | the Authority’s process of selecting a company responsible for delivery of the Project; |
| “**Project**” | the provision of a cloud print Software as a Service (SaaS) for GovPrint; |
| “**Submission Deadline**” | the deadline for submitting a SQ Response, being 12 noon (London time) on 30 July 2024 or as may be extended by the Authority in its absolute discretion;  |
| “**Supplemental Information**” | any supplementary information issued to interested parties by the Authority in relation to the selection phase;  |
| “**Technical Team**” | the team of personnel who work for and with the Authority in matters of a technical nature, whose responsibilities include the review, verification and evaluation of any information received by the Authority relating to the Project which is of a technical nature |
| “**the Authority**”, “**we**”, “**us**”, “**our**” | the Government Property Agency (GPA); |

1. A “**Consortium**” is defined as being two or more persons acting jointly for the purposes of being awarded a contract. [↑](#footnote-ref-0)
2. https://www.gov.uk/government/publications/ppn-0324-standard-selection-questionnaire-sq/annex-d-exclusion-grounds-public-procurement-html [↑](#footnote-ref-1)