

OFFICIAL-SENSITIVE (COMMERCIAL)



UK Shared Business Services Ltd (UK SBS)
www.uksbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
Registered Office North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF
VAT registration GB618 3673 25
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Request for Proposal



Request for Proposal (RFP) on behalf of: All 7 UK Research Councils

Subject: Pan-Council Tender for a “Baseline Level” service contract for the security screening process of pre-recruitment candidates and existing employees

Sourcing reference number: UKSBS PS160146

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UKSBS
Shared Business Services

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

It is our vision to become the leading provider for our customers 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 customers. 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.

UK SBS 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 its customers, UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Customers.

Our Customers who have access to our services and Contracts are detailed [here](#).

Section 2 – About Our Customer(s) Seven Research Councils:-

[Arts and Humanities Research Council](#)

[Biotechnology and Biological Sciences Research Council](#)

[Economic and Social Research Council](#)

[Engineering and Physical Sciences Research Council](#)

[Medical Research Council](#)

[Natural Environment Research Council](#)

[Science and Technology Facilities Council](#)

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	All Institutes belonging to the seven (7) Individual Research Councils listed above in Section 2 above plus the UK SBS organisation itself
3.2	Buyer	John Welch; UK SBS Procurement; Common Goods & Services Team Or Kevin Griffiths – UK SBS Procurement
3.3	Buyer contact details	01793 867305 (John Welch) 01793 867764 (Kevin Griffiths)
3.4	Estimated value of the Opportunity	Approximately £200,000 per annum ; £800,000 projection total over 4 years maximum term of contract in terms of fees call off to contracted supplier
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	Tuesday 03/11/2015
3.7	Date RFP available to Bidders	03/11/2015
3.8	Latest date / time RFP clarifications should be sent be received through Emptoris	27/11/2015 14.00
3.9	Latest date / time RFP clarification answers should be sent to all	06/11/2015

	potential Bidders through Emptoris	14.00
3.10	Closing date and time for Bidder to request RFP documents	14/12/2015 14.00
3.12	Closing date and time for Bidder to submit their response (‘the deadline’).	15/12/2015 14.00
3.13	Interviews of “shortlisted” bidders Note to bidders:- For the interview event then the arrangements will be made known to invited bidders on COP Wednesday 9 th December 2015	18/12/2015 NB The interview/presentation topic for all invited bidders will be issued with the invitation to attend via email on the Wednesday 16 th December 2015, together with the individual bidder’s allocated 1 hour maximum time slot
3.14	Notification of proposed Contract award to unsuccessful bidders	24/12/2015
3.15	Anticipated Contract Award Date Subject to “10 day standstill period” Extra days allowed for holiday period	07/01/2016
3.16	Commencement of Contract	01/02/2016
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

UKSBS Tender reference PS150146 pan-Council Contract for “Baseline level” security screening via a call off processing Contract for Job Candidates & Employees

1. Executive Summary

Pre-employment screening is the background checking of staff, contractors, agency personnel and other people with access to the organisations 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.

Individuals who have access to government assets are required to be checked against the HMG Baseline Personnel Security Standard (BPSS).

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.

The screening process requires that the 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.

Besides hiring the best people, organisations also want to reduce criminal potential and reputational damage that can be caused by hiring illegal workers, fraudsters, terrorists and others that may not have their best interests at heart. Known risks to an organisation can be mitigated by developing screening levels directly related to the risks, the HMG Baseline Personnel Security Standard requires that as a minimum the identity of the person is confirmed to ensure that all subsequent checks relate to the named person, that the individual’s right to work in the UK is validated, that a criminal record check is conducted and that a 3 year employment history is checked.

Additional checks are added for specific roles, for example, a driver’s licence check for the organisation’s drivers.

2. Security Screening - its need for background; and generic description:-

The most important asset in any organisation is its people; an important factor in hiring the very best people is the process of pre-employment screening. Pre-employment screening is the background checking of staff, contractors, agency personnel and other people with access to the organisations 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. 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 screening process requires that the 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.

Besides hiring the best people, organisations also want to reduce criminal potential and reputational damage that can be caused by hiring by illegal workers, fraudsters, terrorists and others that may not have their best interests at heart. Known risks to an organisation can be mitigated by developing screening levels directly related to the risks, the HMG Baseline Personnel Security Standard (published by the Department of Work & Pensions) requires that as a minimum the identity of the person is confirmed to ensure that all subsequent checks relate to the named person, that the individual's right to work in the UK is validated, that a criminal record check is conducted and that a 3 year employment history is checked. Additional checks are added for specific roles, for example, a driver's licence check for the organisation's drivers.

For more information about the Baseline Personnel Security Standard (BPSS) Version see the link below:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf

3. Requirement for the UKSBS Business Services and Research Councils

The UKSBS HR services, on behalf of the 7 independent Research Councils it recruits employees for, is seeking a competent organisation that can successfully, confidentially and legally, in accordance with all legislation, provide a "BASELINE" security screening service carry out pre-employment and pre-engagement of candidates of which will provide the aims, outputs and results as outlined in the Executive Summary above. Please refer to the matrix of the type of screens the UKSBS and the 7 Research Councils currently call off on as and required but regular basis.

Special Note: *Particular Research Councils who manage UK wide laboratories engaging in biomedical research activities will need their requirement for a contractor who can demonstrate a successful track record and maintain such a quality performing service in filtering and detecting candidates (and or of existing employees) who have affiliations or connections with extreme organisations.*

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. Time scales for "Baseline" screens will be a very important element of the screening service and must meet the HR SLA screen turn around target days we are currently are contracting for.

It will also be important for bidders to be able to provide a 'white label type service' for the handling and management of UKSBS and Research Council users of the service. In summary there is a requirement for the bidders to provide a UKSBS branded extranet system that will be used to collect and interact with users of the service. Also, as the bidders are the 'experts' in this area UKSBS wish for the successful bidder to provide a UKSBS branded contact centre service whereby the bidders staff will answer calls as UKSBS Pre-Employment Services.

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 screens 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 screens undertaken.

Furthermore, the successful bidder will be required to retain the outcomes of the pre-employment checks on an on-going basis (this will be in agreement with the individual employee as this will form part of the contractual arrangement). The exception to this is where a prospective candidate has failed the pre-employment checks. In these circumstances the relevant documentation must be returned to UKSBS.

Upon leaving UKSBS at the end of their employment a leavers report will be issued to the service provider and a robust and auditable disposal programme must be in place for the deletion and destruction of any ex-employee data.

4. Types of Screens Required for the UKSBS Business Services & Research Councils

Current matrix table BPSS (Baseline) Options of current Contract regularly requested screens/checks combinations

See as separate attachment PS150146 AW5.2 (a) BASELINE BPSS SCREEN OPTIONS

5. Contract Monitoring of Supplier Performance:

Monthly:-

Also regularly provide such MI data of number of screens per month split by Council(s).and total summary for all UKSBS customers.

Quarterly:-

Every quarter (3 months period) from 1st April assist the UKSBS Procurement Service in calculating any savings benefits accrued operationally through screening activity and work. Some basic electronic communication system will be expected to be offered and rolled out by the successful bidder to HR practitioners to facilitate the processing of screen requests. Bidders through the quality questions in the tender documentation will be requested to describe how they propose to set such a system up as a working solution.

Yearly/12 monthly:-

At the end of each and every contract year/financial year (Councils' is 1-4 to 31-3) the Contractor will be expected to provide an end of year retrospective activity data to review with HR services representatives such as presenting on:-

- Total number and types of screens carried out
- Data to support SLA's that were met e.g. screening turnaround times recorded.
- MI data breakdown by screens carried out for each Council and the UKSBS HR service itself
- 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 screen cost can be achieved in a working partnership between the HR services and the screening Contractor.
- The successful bidder will be able to demonstrate that they are certified to;
 - ISO27001 Information Security Management Standard
 - ISO9001 Quality Management Standard

The Contract duration shall be for a period of 3 years with optional extension period of up to 12 months maximum year period from commencement of the Contract.

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 UK SBS, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Bids

- 5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION 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		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part B	SEL 2.12	Cyber Essentials
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination

Selection Part E	SEL5.9	<p>Bidders should state if their Company/ Organisation currently hold ISO27001 Information Security Management Standard certification (or equivalent)? Is so when was this quality assurance standard was obtained and what is the application re-newel date?</p> <p>Please attach scanned documentation/certification</p> <p>Answer state YES/ NO yes = pass no fail "showstopper"</p>
Selection Part E	FOI1.1	Freedom of information
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS 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.

Selection Scoring criteria

Evaluation Justification Statement

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

Questionnaire Quality	Question No. AW6.2	<p>Question: The bidder should state as a company what accreditations and quality assurance certifications UK; or equivalents they currently hold and include dates?</p> <p>Please attach scanned documentation/certification</p>	<p>Maximum Marks</p> <p>0% Weighting</p>
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		Information only – no scoring	
Questionnaire Quality	Question No. AW6.3	<p>Question: Bidders should demonstrate here, briefly, where your proposed methods of providing a Baseline Security Screening Service has been successful and / or continues to be successful, in the field of security screening industry for the public sector organisations and/or private sector companies.</p> <p>Maximum word count: 300</p> <p>Information only – no scoring</p>	0% Weighting
Questionnaire Quality	Question No. AW6.4	<p>Question The Bidder shall confirm they understand the customer’s requirement.</p> <p>Guidance: The Bidder shall clearly show how they understand the Research Councils’ security screening requirement. The bidder must clearly detail how their proposed methodology will deliver the successful outcomes of the Research Councils requirement. Highlight key requirements needed to achieve successful outcomes</p> <p>Max. word count: 500. Attachment permitted</p>	5% Weighting
Questionnaire Quality	Question No. AW6.5	<p>Question The Bidder shall envisage and provide a joined up service with the UKSBS HR services and the Research Councils’ HR partners; and recruiting stakeholders.</p> <p>Guidance: The Bidder shall</p>	5% Weighting

		<p>explain how, if awarded the Contract, they envisage during the handover period they will ensure that a seamless joined up service will be achieved between the incumbent and the UKSBS and the Research Councils.</p> <p>Max. word count: 1000. Attachment permitted</p>	
Questionnaire Quality	Question No. AW6.6	<p>Question Explain how your Company facilities and its structure intend to manage and deliver the screening process.</p> <p>Guidance: The Bidder shall explain their procedure <i>with their operational methods and systems</i> for managing the screening process including receiving ; registering; collating applications and managing the process and ensuring that that the process is confidential on a need to know basis with HR partners and recruiting stakeholders. Bidders should demonstrate how they feed check reports back to HR Advisors and in doing so bring any anomaly issues to the attention of such Advisors.</p> <p>In answering this particular question the evaluators wish to see the Bidder demonstrate they have continuing access to and fully adhere in practice to the HMG Cabinet Office document the <i>Baseline Personnel Security Standard</i>. Also where the Bidder Company follow the CPN Centre for Protection of National Infrastructure publication <i>Pre-</i></p>	25% Weighting

		<p><i>employment Screening Good Practice Guide – Edition 5, January 2015</i></p> <p>As well as responding to the first part of this particular AW6.6 QUESTION add a case study descriptive approach to this question if possible, describing an organisation contracted with or regularly worked with on Baseline Security Screening regimes for candidates and existing employees screening records being maintained periodically</p> <p>Max. word count: 2500. Attachment permitted</p>	
Questionnaire Quality	Question No. AW6.7	<p>Question What is your quality assuring of the assessment and certification process?</p> <p>Guidance: The Bidder shall explain how they quality assure the service, upholding the integrity of the Baseline screening required and the various types of screens (see the Specification Matrix of fee combinations), driving continuous improvement and consistency in practice and successful detections of CV/Applications misrepresentations; mistakes; errors and terrorist affiliations. How would your report to UKSBS & Research Councils' quarterly and yearly outcomes of your screening work. The Bidder shall include any proposals for independent quality assurance.</p> <p>Max word count: 1000.</p>	15% Weighting

		Attachment permitted	
Questionnaire Quality	Question No. AW6.8	<p>Question Explain how you will increase the accuracy of an organisation's screening process for candidates and existing employees. Do you use any alternative methods for identity verification?</p> <p>Guidance: The Bidder shall demonstrate how they will increase the accuracy of screen outcomes to organisations, showing innovation, but maintaining the rigour of the process. Bidders to detail what internal mechanisms are in place to demonstrate continuous improvement.</p> <p>Max word count: 500. Attachment permitted</p>	10% Weighting
Questionnaire Quality	Question No. AW6.9	<p>Question: A scenario type question relevant to the Contract Specification will be set prior to the interview to present on this scenario to the tender group evaluators. Date of this event will be the 11th December 2015 (Subject to confirmation and 1 hour slot allocation (TBA))</p>	10% Weighting
<p>A statement that a particular requirement will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Requirement. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate – and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.</p>			

Selection Evaluation of criteria

Each question will be judged 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/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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 selection 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. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

5.3.5 During the evaluation stage, the intention is that only Bidders who pass 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		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Selection Part E	SE5.9	Bidders should state if their Company/ Organisation currently hold ISO27001 Information Security Management Standard certification (or equivalent)? Is so when was this quality assurance standard was obtained and what is the application re-newel date? Please attach scanned documentation/certification
-	-	Request for Quotation response – received on time within the e-sourcing tool
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS 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 questionnaire 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.

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price – completion of the current matrix of BPSS (Baseline) options of current Contract regularly requested screens/check combinations attached with the AW5.2 Pricing Schedule. A "shopping basket" analysis methodology see BPSS Matrix AW5.2(a) – bidders to complete also will be used to evaluate using the weighting % figure to thus determine the bidder's scored points on price. The "shopping basket" total value will be used in the "differential" methodology described below in the section Price Elements	30% Weighting

Award Evaluation of criteria

Non-Price elements

Each question will be judged 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/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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.
20	Extremely poor response – they have completely missed the point of the question.
40	Very poor response and not acceptable. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
60	Poor response with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of success, sufficient obstacles but correctable
80	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
100	Response demonstrates they can meet a high performance level. High probability of success, no significant weaknesses noted. The response is compelling in its description of techniques and measurements to be employed.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 ($80/100 \times 50 = 40$)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

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	<ul style="list-style-type: none"> RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to UK SBS. Unacceptable Bids maybe subject to clarification by UK SBS or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> 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 criteria.
Shortlisting of	<ul style="list-style-type: none"> UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the

Bidders	RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none">• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at
<http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

- 6.2 The Award questionnaires are located within the e-sourcing tool.
- 6.3 Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of Pan-Council Tender for a “Baseline Level” service contract for the security screening process of pre-recruitment candidates and existing employees UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services] Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for add for the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS 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 UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. 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 UK SBS 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 UK SBS. Submitted Responses which are deemed by UK SBS 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 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.

- 7.1.9 Whilst it is UK SBS's [and any relevant Other Public Bodies] 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. UK SBS and any relevant Other Public Bodies 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..
- 7.1.10 UK SBS 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.
- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> 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 e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> 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 UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFX attachments, messages and the evaluation questionnaires 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 goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:

- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.18.2 an invitation to submit any Response in respect of this procurement;
 - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS 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.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 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 UK SBS.
- 7.1.22 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 UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS 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 UK SBS 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 UK SBS 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 UK SBS 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 UK SBS may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves 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, UK SBS 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 UK SBS 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 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current 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 UK SBS 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.

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), UK SBS may be required to disclose information submitted by the Bidder to the to UK SBS.
- 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, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, UK SBS 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 UK SBS and the Bidder should not attempt to answer the request without first consulting with UK SBS.
- 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 UK SBS, and any contract entered into by UK SBS 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 period of 90 days. A Response valid for a shorter period may be rejected.

7.6. Timescales

- 7.6.1 [Section 3](#) of the RFP sets out the proposed procurement timetable. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. UK SBS's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. 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 UK SBS, 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 UK SBS 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 UK SBS to reject a Response.
- 7.8.3 UK SBS 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 UK SBS or their advisers and representatives. Bidders should notify UK SBS 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 word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count 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 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 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 UK SBS does 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:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). 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 [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
 - 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 bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3 UK SBS 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.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS or its members or any relevant OPB 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 UK SBS, nor any relevant OPB's 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 UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and 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 UK SBS or, as applicable, relevant OPB 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 UK SBS 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 UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 5 working days of being called upon to do so by UK SBS 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 UK SBS 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 e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).

7.15.2 UK SBS 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 e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS'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 UK SBS 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 UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS'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 UK SBS 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, UK SBS may modify the RFP by amendment. Any such amendment will be numbered and dated and

issued by UK SBS to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, UK SBS 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 e-sourcing tool. 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 UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

7.18.1 UK SBS 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 UK SBS 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 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidders"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
"Contracting Bodies"	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
"Direct Award"	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
"Due Diligence Information"	means the background and supporting documents and information provided by UK SBS 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
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
"Lot"	means a discrete sub-division of the requirements
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"OJEU Contract Notice"	means the advertisement issued in the Official Journal of the European Union
"Order"	means an order for served by any Contracting Body on the Supplier
"Other Public Bodies"	means all Contracting Bodies except UK SBS
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by UK SBS 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"	means the organisation awarded the Contract
"Standard Goods /Services"	means any goods/services set out at within Section 4 Specification

