**Selection Questionnaire (SQ)**

for

**Waste Management Services at Brunel University London**

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| **SQ and Tender Reference:** | BUL\_32 |
| **Tender Title:** | Waste Management Services at Brunel University London |
| **Deadline for receipt of SQ’s:** | **01/09/2021 at 17:00** |
| **Contract Duration:** | The contract will run for a period of five years from 22nd February 2022 to 21st February 2027 options to extend for a further two periods up to 2 years. |
| **Procedure:** | Restricted Procedure |
| **Procurement Lead:** | Sidney Fontaine |

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| **SQ Return Checklist**  **Tenderers should return the following documents in their SQ response:** |
| * Completed SQ; |
| * Completed and signed declaration (see section 15) (note that only one   declaration is required from each Tenderer. Therefore, an individual  authorised to respond on behalf of each and every consortium  member / group member which is required to complete its own Part 1 and  Part 2 of the SQ should complete and sign the declaration). |
| * A list of Appendices should be provided in the template provided in section 16. |

1. Summary
   1. This selection questionnaire ("**SQ**") is issued with a **draft** invitation to tender ("**ITT**") document as part of this procurement procedure’s suite of procurement documents for the Contract for Waste Management Services at Brunel University London. Please be aware that the University has published a separate tender opportunity covering Cleaning & General Services, and that the appointed Waste Management Services provider will be managed on a day-to-day basis by the appointed Cleaning & General Services provider.
   2. It is important that Tenderers read the *collective* procurement documents to understand Brunel University London’s (the "**University**") overall requirements, the nature and subject matter of this procurement, and the processes and procedures to be followed. A draft ITT has been released at this point of the procurement process in order to provide a high level overview of the process which will be undertaken by the University, following this selection stage. The purpose of making available a draft ITT at the outset of this procurement process is to assist Tenderers in their appraisal of this opportunity and provide them with an insight into how the process will be undertaken at the tender stage of this process. **PLEASE NOTE -** **Tenderers should not submit a response to the draft ITT document at this selection stage**.
   3. The selection stage is the first stage of the procurement process, and completed SQs will be assessed against the selection criteria to arrive at a short-list of Tenderers who will be invited to submit tenders at the second stage of the procurement process. It is intended that five Tenderers will be invited to submit tenders although the University reserves the right to change this number. In accordance with regulation 65(7) of the Public Contracts Regulations 2015 ("**PCRs**"), the University also reserves the right to only invite those Tenderers meeting the selection criteria even if this falls below the statutory minimum number of five.
   4. Subject to paragraph 9 below, the University shall endeavour to treat all SQ

responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis.

* 1. Enquiries concerning this SQ should be sent via the Brunel e-sourcing portal messaging functionality.
  2. The University will be conducting this procurement exercise using the Restricted Procedure in accordance with regulation 28 of the PCR’s. In submitting a response to this SQ, Tenderers shall be deemed to understand the procurement process which the University is following under European and domestic legislation (particularly in relation to the public procurement rules).
  3. The University reserves the right at any time to:
     1. reject any or all SQ responses and to cancel or withdraw the procurement at any stage;
     2. award a contract without prior notice;
     3. change the basis, the procedures and the timescales set out or referred to in the SQ;
     4. require a Tenderer to clarify its SQ response in writing and/or provide additional information (failure to respond adequately may result in disqualification);
     5. terminate the procurement process; and/or
     6. amend the terms and conditions of the SQ selection and evaluation process.
  4. Tenderers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Tenderer in connection with taking part in this procurement, regardless of whether such costs arise as a direct or indirect consequence of any amendments made to the SQ by the University at any time.
  5. Under no circumstances will the University or any of its respective advisors be liable for any costs or expenses incurred by Tenderers and/or their respective advisors arising directly or indirectly from the procurement or termination thereof, including, without limitation, any changes or adjustments made to the procurement documentation, or the exclusion/disqualification of a Tenderer.
  6. For the avoidance of doubt, where a Tenderer is disqualified or excluded from the procurement process, under no circumstances will the University or its advisors be liable for any costs or expenses howsoever incurred by such Tenderers.
  7. This SQ and any accompanying attachments are the copyright of the University. Therefore in part or in entirety they should not be reproduced in any material form (electronic, hard copy or other medium) without written permission from the University.
  8. **No unauthorised alterations or additions should be made to any part of this SQ or its accompanying documents or attachments.**
  9. If Tenderers believe that they have not received some or all of the documents which are referred to within this SQ, Tenderers are advised to double check that they have accessed/downloaded all associated documents from the Portal before contacting the University's procurement team. It is the responsibility of Tenderers to ensure that they have all of the documents/attachments referred to.
  10. Tenderers are asked to ensure that all questions are completed in full, and in the format requested. Failure to do so may result in their submission being disqualified. **If the question does not apply to you, please state clearly ‘N/A’.**
  11. Tenderers must answer all questions accurately and as fully as possible, within the word limits specified (if one is specified).
  12. Tenderers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
  13. The University will disregard any part of a response to a question which exceeds the specified word limit (i.e. the excess will be disregarded, not the whole response).
  14. Should Tenderers need to provide additional Appendices in response to the SQ questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document in Section 16.
  15. SQ submissions and all accompanying documents must be provided in the English language.

1. About BRUNEL University

Brunel University London is a public research university located in Uxbridge, West London, United Kingdom. It was founded in 1966 and named after the Victorian engineer, Isambard Kingdom Brunel.

Brunel University London is an international university committed to addressing the challenges of society through ground-breaking applied research and educational programmes.

An established top 40 institution for research and ranked among the top 350 universities in the world, it has a reputation for high-impact academic research in a range of disciplines and a commitment to global innovation and policy change.

Brunel’s ambitions are to develop a critical mass of research informed by the needs of industry; to deliver novel postgraduate programmes tailor-made for industry and not-for-profit organisations; and to ensure that undergraduate students are given a rounded academic education and the personal skills required to become a success in the real world.

In the past decade the university has invested more than £400 million into a campus redevelopment programme, with a further £200m earmarked for the next five to seven years. It has a diverse population of more than 13,500 students, 3,000 of whom are overseas students from 110 countries.

A civic university, Brunel supports more than 4,300 jobs in the London borough of Hillingdon, and contributes more than £200million to the local economy every year

You can find more information about the University at [https://www.brunel.ac.uk](https://www.brunel.ac.uk/)

1. Verification of self-certification statements
   1. Whilst Tenderers are permitted to self-certify that they meet SQ requirements, the

University may require supporting information from Tenderers at any stage to verify

self-certification statements in order to ensure the proper conduct of the

procurement procedure.

* 1. The University reserves the right to seek clarification on any such supporting information and may exclude Tenderers from the process where such responses are materially incomplete or do not evidence to the University’s satisfaction that the Tenderer meets the selection criteria.

1. Sub-contracting arrangements
   1. Where Tenderers propose to use one or more sub-contractors to deliver some or all of the contract requirements, details should be provided in Part 1 of the Selection Questionnaire (Question 1.2(b) – (ii)). A separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
   2. The University recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the University indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Tenderers should therefore notify the University immediately of any change in the proposed sub-contractor arrangements so that a further assessment can be carried out by applying the selection criteria to the new information provided. The University reserves the right to deselect such Tenderers prior to any award of contract, based on an assessment of the updated information.
   3. Post award, subcontracting any element of service will not be permitted without express written consent from the University.
   4. **All Tenderers are required to fully complete Part 1 and Part 2 of the SQ. In addition, Part 1 and Part 2 of the SQ should also be fully completed by any organisations that the Tenderer is relying on to meet the selection criteria which should include, for example, any sub-contractors which will be delivering key elements of the contract requirements ("Key Subcontractors"). A “Key Subcontractor” is defined as any sub-contractor who undertakes work equating to more than 15% of the Total Tender Price submitted by the Tenderer.**
   5. **If the Tenderer intends to use Key Subcontractors, then the Tenderer and all of its Key Subcontractors are required to provide the information requested in Part 3 of the SQ as part of a single composite response (i.e. only one response should be provided in respect of Part 3 of the SQ. Where the response provides examples of work previously undertaken by the Tenderer or one of its Key Subcontractors, the example must make it clear to which member of the group the example relates to). The only exception to providing a single composite response in respect of Part 3 of the SQ is that Question 7 of Part 3 pertaining to the Modern Slavery Act 2015 must be completed individually by both the Tenderer and also by each Key Subcontractor.**
2. Consortium arrangements
   1. If the Tenderer completing this SQ is doing so as part of a proposed consortium, the following information must be provided in a separate Appendix:
      1. names of all consortium members;
      2. the lead member of the consortium who will be contractually responsible for the delivery of the contract (if a separate legal entity is not being created); and
      3. if the consortium is not proposing to form a legal entity, full details of proposed arrangements should be provided in a separate Appendix.
   2. Please note that the University may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the University as being necessary for the satisfactory performance of the contract.
   3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle ("**SPV**"), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
   4. The University recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the University must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The University reserves the right to deselect such Tenderers prior to any award of contract, based on an assessment of the updated information.
   5. **All members of the consortium are required to fully complete Part 1 and Part 2 of the SQ (i.e. each member of the consortium is required to complete their own separate Part 1 and Part 2 submission).**
   6. **All members of the consortium are required to provide the information requested in Part 3 of the SQ as part of a single composite response (i.e. only one response should be provided in respect of Part 3 of the SQ. Where the response provides examples of work previously undertaken by a particular consortium member(s), the example must make it clear to which member(s) of the consortium the example relates). The only exception to providing a single composite response in respect of Part 3 of the SQ is that Question 7 of Part 3 pertaining to the Modern Slavery Act 2015 must be completed individually by both the Tenderer and also by each member of the consortium.**
3. Confidentiality
   1. When providing details of contract examples in answering questions in Part 3 – Section 6 of the SQ, the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
   2. The University reserves the right to contact the named customer contact in section 6 regarding the contracts included in that section. The named customer contact does not owe the University any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
   3. The University confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the PCRs.
   4. The Tenderer confirms they will keep confidential all matters and information contained within this SQ and associated or supporting documentation, and by receiving this SQ they are bound by the obligation to keep all information of the University confidential and not under any circumstances or without prior written permission to share or pass to any third party.
4. Submission of SQ response and raising queries
   1. Tenderers should return the following documents in their SQ response:
      1. completed SQ;
      2. completed and signed declaration (see section 15) (note that only one declaration is required from each Tenderer. Therefore, an individual authorised to respond on behalf of each and every consortium member / group member which is required to complete its own Part 1 and Part 2 of the SQ should complete and sign the declaration);
      3. a list of Appendices should be provided in the template provided in section 16.
   2. This SQ is being advertised by the University through the University’s electronic tendering portal “Brunel e-sourcing” at <https://www.brunelesourcing.com/web/login.html> (the "**Portal**"). Responses must be submitted through this same Portal. All aspects (documents/attachments/responses) of the SQ return can and must be submitted via the Portal.
   3. Use of the Portal does not require the purchase of high specification IT equipment or connections, nor high level personal IT skills/capabilities. Access to the portal and advice/training is free of charge. Advice is available on system use only and not for basic IT skills or software set up:

**Brunel e-sourcing Support:**

Phone: 0800 069 8632

E-mail: [help\_uk@jaggaer.com](mailto:help_uk@jaggaer.com)

Web: <https://www.brunelesourcing.com/web/login.html>

* 1. **In addition to your submission via the ESourcing portal,** **you should send 5 printed copies of your full SQ submission to Sidney Fontaine** (ST JHN 132. Brunel University London, Uxbridge, UB8 3PH, UK) **within 3 days of the submission deadline**.
  2. Tenderers should allow sufficient time to complete their SQ response, and sufficient time to familiarise themselves with the Portal and how it operates prior to submission. **No extensions will be given to the SQ return deadline due to any Tenderer failing to familiarise itself with the Portal and/or due to any failure to allow sufficient time to upload the SQ response to the Portal**.
  3. If Tenderers experience any technical difficulties, they are advised to contact Brunel e-sourcing Support. Tenderers should ensure they do so well before the above deadline, particularly if the request is in connection with uploading their SQ submission.
  4. It is the responsibility of Tenderers to ensure that the contact information they have entered for their bidding organisation is accurate and kept up to date. Tenderers may miss important notification messages relevant to this or other procurements should such information be inaccurate. The University accepts no liability for any Tenderer's failure to input accurate and complete contact information onto the Portal, consistently monitor its inbox/the Portal and keep abreast of clarifications issued. All electronic communication sent by the University on behalf of the University will be deemed to have been received by the Tenderer at the time of transmission.
  5. **Any queries regarding this SQ must be directed via the Portal using the “messaging” function, and not sent directly to officers or advisors of the University or by email or otherwise. Any enquiries made concerning this procurement other than in accordance with the instructions in this SQ may be regarded as prima facie evidence of canvassing.** Written responses to clarifications must be secured as a pre-requisite to a Tenderer placing any reliance upon any responses. Oral information will not be held valid unless and until it has been confirmed in writing. **The University** **will not guarantee that any requests made after the last date for requesting SQ clarifications will be answered.**
  6. All information/responses to queries or clarification requests will be anonymised and supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). If a Tenderer wishes the University to treat a question as confidential this must be clearly communicated. The University will consider such requests and will contact the relevant Tenderer concerned if it is unable to comply with the request. However, the University reserves the right to issue a general response to any clarification request (whether marked "commercial sensitive", "confidential" or otherwise), if:
     1. the University, in its sole discretion, takes the view that issuing a response to the clarification on a uniform basis to all Tenderers will not impart any confidential information concerning the business, tender offering or any other information which will cause loss or harm to the Tenderer which has raised the clarification;
     2. the University considers that the matter is relevant to all Tenderers

taking part in the process; and/or

* + 1. responding to the clarification on a uniform basis is in the interests of ensuring the University is continuing to comply with its obligations under the PCRs.
  1. In light of the fact that at this point in the process, the University will only be assessing the selection stage responses of Tenderers (rather than Tenderer's solutions), Tenderers are asked that clarification requests submitted at selection stage relate to the SQ documents and selection stage only (and not to subsequent stages of the procurement process such as the ITT stage unless strictly necessary).
  2. It is of the utmost importance that Tenderers follow the instructions set out in this SQ. SQ responses which do not comply with these instructions may be disqualified.
  3. Where Tenderers are submitting additional electronic documents **please ensure that the file name refers to the SQ question number and brief content description** (in English). If uploading several files, they can be provided using a zip file. This makes your return easier to administer when received by the University. The Portal will only permit Tenderers to submit one return although they may upload as many documents including zip files as necessary.
  4. Completed SQs should be submitted in accordance with the OJEU notice, to the Portal (i.e. the University licensed Brunel e-sourcing web site at <https://www.brunelesourcing.com/web/login.html>) by the due date **given on the front page of this document**. **The Portal will prevent submissions after this time** and responses received after this time and date will not be considered. It is therefore critical that Tenderers ensure adequate time is allowed to complete their submission.
  5. In the event that none of the responses are deemed satisfactory, the University reserves the right to consider alternative procurement options.
  6. If your organisation subsequently declines the opportunity to submit a SQ response or should it not be short-listed, please delete all files and ensure they are not passed on to any third party. In order to help us improve our tender processes we would be grateful if you could provide a brief reason as to why you decided to decline on this occasion. This information will be kept confidential.
  7. **Except where instructed, all answers are to be entered in the spaces provided**, which can be sized to fit the response and failure to do so could invalidate your SQ response.
  8. Tenderers should answer each question in isolation and in full, should not use links (unless directed) and should use editable formats (e.g. MS Word or Excel as opposed to pdf) when submitting attachments. Under no circumstances should Tenderers add additional cells, columns or tables to this document. Supporting information, standard catalogues and so on should not be sent in isolation, but only in support of the completed forms and where requested. Tenderers should not submit extraneous information (including, but not limited to, general marketing materials) and should only provide supporting information which is relevant to their answers to the SQ questions. Any extraneous information shall be not be considered by the University. Any documents provided in support of an answer to a SQ question should clearly state the name of the Tenderer on all pages to be returned. **Any supporting documents submitted must show the question number at the beginning of the name of the file.**
  9. Without prejudice to any warranties given, the submission of a SQ response will not form a separate, collateral or implied contract between the Tenderer and the University. In submitting a SQ response, the Tenderer shall be deemed to acknowledge and agree that no implied tender contract shall be created by virtue of the University’s receipt of an SQ response.
  10. The terms of this procurement shall be governed by and construed in accordance with English law and the University and the Tenderer agree to submit to the exclusive jurisdiction of the Courts of England in relation to any matter or dispute arising out of or in connection with this procurement.

1. Timetable
   1. The deadline for receipt of Selection Questionnaires is **1st September 2021 at 17:00**. This deadline is also shown on the front page of this document. The deadline for requesting SQ clarifications is **25th August 2021 at 12 noon**.
   2. Timescales relating to subsequent stages of the procurement process and final contract award can be found in the draft ITT.
2. Freedom of information
   1. The University is a Public Authority within the meaning of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"), and therefore is subject to the provisions of both FOIA and EIR. The University may therefore be required to disclose information submitted by Tenderers and/or a copy of any subsequent contracts executed if required under FOIA and/or EIR.
   2. The University reserves the right to disclose any information provided by any Tenderer, unless such information is deemed by the University to be exempt under the FOIA and/or the EIR or other legislation or codes governing access to information. While the University aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, in respect of any information submitted by a Tenderer that it considers "commercially sensitive" the Tenderer should:
      1. clearly identify such information as "commercially sensitive";
      2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice; and
      3. provide a reasoned estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
   3. Where a Tenderer marks information as commercially sensitive, the University may take those views into account. However Tenderers should note that even where information is marked as such, the University may still be required to disclose such information. Accordingly, the University cannot guarantee that any information marked "commercially sensitive" will not be disclosed.
3. Non-collusion and canvassing
   1. Any attempt by any Tenderer to collude with any other person to influence the procurement in any way will result in disqualification from further participation in this process. In particular, Tenderers shall not:
      1. canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer, employee or supplier of the University or any person acting as an adviser to it in connection with this procurement;
      2. commit any act or omission which would constitute a breach of the Bribery Act 2010;
      3. fix or adjust the amount or content of any SQ response or tender submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed consortium member, or a supplier, adviser or provider of finance to the Tenderer;
      4. communicate to any person other than the University, or seek or obtain from such other person, information about the amount or content of any SQ response or tender submission, other than in good faith to obtain quotations for supplies, services or finance;
      5. enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a SQ response or tender submission; and
      6. offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other SQ response or tender submission.
   2. Other than where specifically permitted as described in this SQ, no attempt should be made to contact any University staff or advisers to the University in connection with this procurement. Any enquiries made concerning this procurement other than in accordance with the instructions in this SQ may be regarded as prima facie evidence of canvassing.
4. Warranties
   1. In submitting a SQ response, the Tenderer warrants, represents and undertakes that:
      1. all information, representations and matters of fact communicated (whether in writing or otherwise) to the University in connection with its SQ response are true and accurate at the time of submission and shall remain so throughout the procurement process (subject to any further changes which may occur and which will be disclosed to the University promptly);
      2. it has complied with the conditions set out in this SQ in all respects;
      3. it has not submitted a SQ response in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the University’s officers, employees, or agents, or its appointed advisers.
5. Publicity
   1. No publicity in relation to the selection of the short list of Tenderers, the appointment of the Service Provider, the execution of any contractual documents or the procurement in general will be permitted unless and until the University has given its express prior consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any solution/proposals of the Tenderer in connection with this procurement without the express prior written consent of the University.
   2. The University retains the right to publicise or otherwise disclose to any third party, information in relation to the procurement, the selection of the short list of Tenderers (including details of their respective members, subcontractors, representatives, advisers, consultants, servants or agents), the procurement in general or the execution of any contractual documents at any time.
6. SQ Evaluation
   1. The SQ evaluation process will consist of four stages:
      1. **Part 1 – Preliminary compliance stage** – The University will assess whether all requisite sections of the SQ response have been completed;
      2. **Part 2 – Pass/fail assessment stage** – with the exception of question question 6.1 (scored Contract Examples), the University will assess all responses to the pass / fail questions in numerical order in accordance with the methodology described below. If a Tenderer receives a 'fail' in respect of any 'pass/fail' question, the Tenderer's SQ response shall be deemed to fail and the Tenderer concerned shall be excluded from further participation in the process;
      3. **Part 3 – Financial assessment stage** – The University will review responses to question 4.1, in accordance with the methodology described below. Where a Tenderer fails the financial assessment, the Tenderer's SQ response shall be deemed to fail and the Tenderer concerned shall be excluded from further participation in the process;
      4. **Part 4 – Scored assessment stage** – for those Tenderers which have passed all pass/fail questions and the financial assessment, the University will score responses to question 6.1 (contract example questions) using the evaluation methodology described further below.

**It is intended that a minimum of 5 Tenderers (who will be the Tenderers receiving the five highest scores following the Stage 4 assessment) will be invited to submit tenders although the University reserves the right to change this number.**

* 1. All SQs will be evaluated in accordance with the following criteria:

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| **Question** | **Approach to evaluation** |
| **Part 1** **–** **Potential Supplier Information** (Questions 1.1 to 1.3) | Not scored but failure to complete in full may result in your SQ response being rejected as non-compliant. |
| **Part 2 – Exclusion Grounds**  (Questions 2.1 to 3.2) | Pass / Fail |
| **Part 3 – Selection Questions** | |
| **Economic and Financial Standing**  (Question 4.1) | Pass/Fail |
| **Technical and Professional Ability** – Relevant experience and contract examples  (Question 6.1) | Scored and weighted questions |
| **Technical and Professional Ability** – Management of sub-contractors / supply chain  (Question 6.2) | Pass / Fail |
| **Technical and Professional Ability** –  Confirmation that appropriate licences are held.  (Question 6.3) | Pass / Fail |
| **Modern Slavery Act 2015**  (Questions 7.1 to 7.2) | Pass / Fail |
| **Insurance**  (Question 8.1) | Pass / Fail |
| **Compliance with Equality Legislation**  (Questions 9.1 to 9.4) | Pass / Fail |
| **Compliance with Environmental Management Legislation**  (Questions 10.1 to 10.3) | Pass / Fail |
| **Compliance with Health and Safety Legislation**  (Questions 11.1 to 11.3) | Pass / Fail |
| **Environmental Management Policy and Capability**  (Questions 12.1 to 12.6) | Pass / Fail |
| **Health and Safety Policy and Capability**  (Questions 13.1 to 13.13) | Pass / Fail |
| **Quality Management Policy and Capability**  (Questions 14.1 to 14.6) | Pass / Fail |
| **Acceptance of the University’s Terms & Conditions of Contract as shown as a separate attachment**  (Question 15.1) | Pass/Fail |
| **Compliance with Information Security Standards at Brunel University London**  (Questions 16.1 to 16.12) | Pass/Fail |

and as further described below.

* 1. **Part 2 – Exclusion Grounds**

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| **Pass** | Where the Tenderer answers 'no' to all questions in Part 2 of the SQ; or  Where the Tenderer answers 'yes' to one or more questions in Part 2 of the SQ in respect of i) the Tenderer itself (where bidding as a sole bidder); or ii) the Tenderer or any consortium member/Key Subcontractor (where bidding under a consortium structure or other group structure), however provides sufficient evidence to the University in accordance with the self-cleaning measures described in section 14 below. |
| **Fail** | An SQ response will be marked as a fail and will be excluded from the process where a Tenderer responds with a 'yes' to any question in Part 2 of the SQ in respect of i) the Tenderer itself (where bidding as a sole bidder); or ii) the Tenderer or any consortium member/Key Subcontractor (where bidding under a consortium structure or other group structure); and  The Tenderer does not provide sufficient evidence to the University in accordance with the self-cleaning measures described in section 14 below. |

* 1. **Part 3 – Selection Questions – Questions 4**

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| --- | --- |
| **Pass** | The Tenderer provides sufficient supporting evidence (when requested by the University) as described within question 4.1, and the Tenderer does not meet any of the circumstances listed below in respect of a 'fail'. |
| **Fail** | An SQ response will be marked as a 'fail' and will be excluded from the procurement process where:   * the Tenderer provides no response to question 4.1, or supplies (when requested by the University) inadequate supporting evidence which does not meet the requirements of the question;   and/or   * after the University undertakes a Creditsafe credit report in respect of the Tenderer, the Creditsafe Credit Rating is 29 out of 100 or below;   and/or   * the assessment concludes that the Tenderer has failed to demonstrate in the supporting evidence it provides in response to question 4.1 (when requested by the University), that it has an acceptable level of financial standing to deliver a contract of the size and complexity of Waste Management Services. This will include an assessment regarding the ability of the Tenderer to continue as a going concern – this is intended to identify considerations that would justify exclusion based on the evaluation panel's assessment of the likely future performance of the Tenderer concerned. The evaluation panel will be entitled to consider all information contained in the financial information submitted by each Tenderer (when requested by the University). Prior to any decision to disqualify a Tenderer on this basis, the University will seek clarification of the relevant consideration from the Tenderer and will take into account any explanation offered by the Tenderer. |

The University reserves the right to carry out further financial checks and request additional information and/or assurance (for example where the Tenderer has been trading for less than 3 years and may be considered a risk). Without limitation to the generality of the foregoing, Tenderers may be requested to provide additional information or assurances in order to satisfy the University that:

* the risks are mitigated;
* that the Tenderer's economic and financial standing is such that the Tenderer is capable of meeting the financial obligations under the contract;
* that the Tenderer is capable of coping financially with the size of the Waste Management Services contract; and
* that the Tenderer has the resources to deliver its obligations under the contract.
  1. **Part 3 – Selection Questions – Question 6.1 (Relevant Experience and Contract Examples)**

Relevant experience and Contract Examples (Scored and Weighted Question)

The three Contract Examples required in response to Question 6.1 of Part 3 of this SQ will be scored separately. The approach to evaluation of each Contract Example will be split into a number of component parts (‘a.’ to ‘f.’) as described in Table 1 below. A maximum of five marks is available in respect of each component part of each Contract Example, in accordance with Table 2 below. **Please note that component f. will be scored using Table 2A below.**

The total score awarded for each component part of all three Contract Examples will be added together, and then divided by three to reach a final averaged score in respect of each component part (note that scores will be divided by three, notwithstanding whether the Tenderer provides fewer contract examples). Those averaged scores will then be multiplied by the relevant weighting for each component part shown in Table 1 to give a total weighted score for each component part.

Tenderers must ensure that they provide three separate Contract Examples and that the answer provided for each contract example to component parts (‘a.’ to ‘f.’) is specific to that contract example. Hence, Tenderers providing general answers that are not tailored to the contract example or using the same response for multiple contract examples are likely to be awarded a lower score.

Tenderers must also ensure that the three Contract Examples provided must be for projects that have been performed **during the past three years within a higher/further education or similar public sector organisation**.

**Table 1**

|  |  |  |
| --- | --- | --- |
| **Area of experience to be demonstrated in each Contract Example** | **Weighting** | **Maximum weighted score** |
| a .For the specific contract example, please explain how your organisation ensured effective communication with the customer, and how this contributed to achieving the overall requirements and objectives in the contract example. | 5 | 25 |
| b. For the specific contract example, please state what measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service. | 5 | 25 |
| c. For the specific contract example, please explain how you assisted your customer in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits to your customer were. | 4 | 20 |
| d. For the specific contract example, please explain what training you gave to your employees, both prior to the contract commencement and the on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements. | 1 | 5 |
| e. For the specific contract example, please explain how you ensured that the appointed Contract Manager spent sufficient time allocated to the relevant contract example, and how any failures in services provision were addressed by the Contract Manager, and how local resources were drawn upon to address this. | 3 | 15 |
| f. For the specific contract example, please state the percentage of waste that was sent to Landfill in 2019, and provide evidence to support the percentage rate. | 2 | 10 |
| **TOTAL** |  | **100** |

By way of example, where a Tenderer receives the **maximum** score in respect of each component part (i.e. 15 ÷ 3 = maximum of 5 marks for each component part), its total weighted score would be as follows:

|  |  |  |
| --- | --- | --- |
| **Component Part** | **Calculation** | **Total maximum weighted score** |
| a | 5 x 5 | 25 marks |
| b | 5 x 5 | 25 marks |
| c | 5 x 4 | 20 marks |
| d | 5 x 1 | 5 marks |
| e | 5 x 3 | 15marks |
| f | 5 x 2 | 10 marks |
|  | **Total:** | **100 marks** |

However, where Tenderers do not achieve the maximum scores available, scores shall be calculated as follows **(example provided in respect of component part ‘a.’)**:

Contract Example 1 5 marks

Contract Example 2 4 marks

Contract Example 3 2 marks

*Total 11 marks ÷ 3 = 3.67*

Averaged scores will be rounded to two decimal points and the total weighted score (which shall also be rounded to two decimal points) **for the example provided above in respect of component part ‘a.’** shall be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Component Part** | **Calculation** | **Total weighted score** |
| a | 3.67 x 5 | 18.35 marks |

Each component part of each contract example **‘a. to e’.** will be scored using the following scoring mechanism:

**Table 2**

|  |  |
| --- | --- |
| **5 marks – Excellent** | Response demonstrates highly relevant previous experience of undertaking a project of a similar size and level of complexity as the Contract for Waste Management Services, evidencing experience which is comparable to all of the Tender Requirements. Response provided is excellent. |
| **4 marks – Good** | Response demonstrates very relevant previous experience of undertaking a project of a similar size and level of complexity as the  Contract for Waste Management Services, evidencing experience which is comparable to most of the Tender Requirements. Response provided is good. |
| **3 marks – Satisfactory** | Response demonstrates relevant previous experience of undertaking a project of a similar size and level of complexity as the Contract for Waste Management Services, evidencing experience which is comparable with some of the Tender Requirements. Response provided is satisfactory. |
| **2 marks – Unsatisfactory** | Response demonstrates a lack of relevant previous experience of undertaking a project of a similar size and level of complexity as the Contract for Waste Management Services, and/or evidences clear gaps in experience when considered alongside the Tender Requirements. Response provided is unsatisfactory. |
| **1 mark – Poor** | Response demonstrates a significant lack of relevant previous experience of undertaking a project of a similar size and level of complexity as the Contract for Waste Management Services, and/or the Tenderer fails to demonstrate that its previous experience meets the majority of the Tender Requirements. Response provided is poor. |
| **0 marks – Unacceptable** | Where no information or irrelevant information is provided for the relevant criterion. |

**Table 2A**

**Please note that component part f. only will be scored as follows:**

|  |  |
| --- | --- |
| 5 marks | Percentage of waste to Landfill = 4% or less |
| 4 marks | Percentage of waste to Landfill = 4.1% to 5% |
| 3 marks | Percentage of waste to Landfill = 5.1% to 7.5% |
| 2 marks | Percentage of waste to Landfill = 7.6% to 10% |
| 1 marks | Percentage of waste to Landfill = 10.1% to 15% |
| 0 marks | Percentage of waste to Landfill = 15% or more |

In scoring each component part in accordance with Table 2 (component parts a. to e.), the University will compare the responses for each component part of each Contract Example against the relevant list of stated requirements as set out in Table 3 below (the "**Tender** **Requirements**"). This will be used to determine the score out of 5.

**Please note that component part f. only will be scored in accordance with Table 2A.**

**Table 3**

|  |  |
| --- | --- |
| **Area of experience to be demonstrated in each Contract Example** | **Tender Requirements** |
| a. For the specific contract example, please explain how your organisation ensured effective communication with the customer and how this contributed to achieving the overall requirements and objectives in the contract example. | The response demonstrates for the specific contract example:   * Evidence of a clear and robust communication plan between your organisation and the customer in the contract example. * Evidence of Company Policies and Project Managerial tools (processes /procedures / reports etc.) that were used by your organisation to ensure effective communication with the customer in the contract example. * Evidence of how effective communication between your organisation and the customer contributed to achieving the overall contract requirements and objectives in the contract example. |
| b. For the specific contract example, please state what measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service. | The response demonstrates for the specific contract example:   * Evidence of the measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service. |
| c. For the specific contract example, please explain how you assisted your customer in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits to your customer were. | The response demonstrates for the specific contract example:   * Evidence of the steps taken in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits to your customer were. * Evidence of the cost benefits and non-cost benefits to the customer in reducing waste volumes to landfill. |
| d. For the specific contract example, please explain what training you gave to your employees, both prior to the contract commencement and the on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements. | The response demonstrates for the specific contract example:   * Evidence that your gave robust training to your employees both prior to the contract commencement and on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements. * Evidence of the procedures you followed to identify any gaps in the knowledge and skills of your employees, in the contract example. |
| e. For the specific contract example, please explain how you ensured that the appointed Contract Manager spent sufficient time allocated to the relevant contract example, and how any failures in service provision were addressed by the Contract Manager, and how local resources were drawn upon to address this. | The response demonstrates for the specific contract example:   * Evidence of how the appointed Contract Manager allocated time to managing the Contract. * How failures in service provision were addressed. * How local resources were drawn upon to address this. |
| f. For the specific contract example, please state the percentage of waste that was sent to Landfill in 2019, and provide evidence to support the percentage rate. | The response demonstrates for the specific contract example:   * Details of the percentage of waste that was sent to Landfill in 2019, and provides **evidence** to support the percentage rate. **This will be scored in accordance with Table 2A only** |

* 1. **Part 3 – Selection Questions – Question 6.2 (Management of Sub-**

**Contractors / supply chain)**

|  |  |
| --- | --- |
| **Pass** | The Tenderer does not intend to sub-contract any element of the contract; or  Where the Tenderer does intend to sub-contract a proportion of the contract, it has demonstrated that:   * it has maintained healthy supply chains by ensuring the seamless provision of supplies and services; * it has in place sufficient management tracking systems which, in the University’s view, assists in ensuring the performance of contracts; and * the Tenderer is able to evidence prompt payment of sub-contractors and/or membership of the UK Prompt Payment Code (or equivalent scheme if the Tenderer is located within another jurisdiction). |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 – Selection Questions – Question 7 (Modern Slavery Act)**

Note: Question 7 must be completed individually by both the Tenderer and also by each Key Subcontractor / each member of the consortium.

|  |  |
| --- | --- |
| **Pass** | The Tenderer (or Key Subcontractor or consortium member) is not a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015; or  The Tenderer (or Key Subcontractor or consortium member) is a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015; and   * has demonstrated compliance with the annual reporting requirements contained within section 54; or * has provided an explanation to the satisfaction of the University why such evidence is not available, and has confirmed that action will be taken to ensure compliance in future. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 – Selection Questions – Question 8 (Insurance)**

|  |  |
| --- | --- |
| **Pass** | The Tenderer has answered 'yes' to question 8.1. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 – Selection Questions – Question 9 (Compliance with Equality Legislation)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'no' to questions 9.1 and 9.2 (or where the Tenderer answers 'yes' to either questions 9.1 or 9.2, the Tenderer provides sufficient evidence to the University in accordance with the self-cleaning measures described in section 14 below); and  The Tenderer confirms it has processes in place to check whether the circumstances described in questions 9.1 and 9.2 apply to sub-contractors |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 10 (Compliance with Environmental Management Legislation)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'no' to question 10.1 (or where the Tenderer answers 'yes' to question 10.1, the Tenderer provides sufficient evidence to the University in accordance with the self-cleaning measures described in section 14 below); and  The Tenderer confirms it has processes in place to check whether the circumstances described in question 10.1 apply to sub-contractors |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 11 (Compliance with Health and Safety Legislation)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'no' to question 11.1 (or where the Tenderer answers 'yes' to question 11.1, the Tenderer provides sufficient evidence to the University in accordance with the self-cleaning measures described in section 14 below); and  The Tenderer confirms it has processes in place to check whether the circumstances described in question 11.1 apply to sub-contractors. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 12 (Environmental Management Policy and Capability)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'yes' to question 12.1 and provides (when requested by the University) current valid certification confirming that they hold a UKAS (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 14001 (or equivalent) or a valid EMAS – European Eco-management and Audit Scheme (or equivalent) certificate; or  Where the Tenderer answers ‘no’ to question 12.1 but demonstrates in answering questions 12.2 to 12.6 (to the satisfaction of the University and it’s advisors) that its Environmental Management systems/policies are comparable / compliant with ISO 14001 or equivalent accreditations. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 13 (Health and Safety Policy and Capability)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'yes' to question 13.1 and provides (when requested by the University) current valid certification confirming that they hold a UKAS (or equivalent), accredited independent third party certificate of compliance with BS OHSAS 18001 (or equivalent) certificate;  or  Where the Tenderer answers ‘no’ to question 13.1 but demonstrates in answering questions 13.2 to 13.13 (to the satisfaction of the University and its advisors) that its Health and Safety systems/policies are comparable / compliant with BS OHSAS 18001 or equivalent accreditations. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 14 (Quality Management Policy and Capability)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'yes' to question 14.1 and provides (when requested by the University) current valid certification confirming that they hold a UKAS (or equivalent), accredited independent third party certificate of compliance with BS EN ISO 9001 (or equivalent) certificate; or  Where the Tenderer answers ‘no’ to question 14.1 but demonstrates in answering questions 14.2 to 14.6 (to the satisfaction of the University and it’s advisors) that its Quality Management systems/policies are comparable / compliant with BS EN ISO 9001 or equivalent accreditations. |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 15 (Acceptance of the University’s Terms & Conditions of Contract as shown as a separate attachment)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer answers 'yes' to question 15.1 that they accept the University’s Terms & Conditions of Contract (as shown as a separate attachment, within the suite of draft tender documentation). |
| **Fail** | Where the Tenderer answers ‘no’ to question 15.1, or no response is provided, and therefore does not meet the criteria for a 'pass'. |

* 1. **Part 3 - Selection Questions - Question 16 (Compliance with Information Security Standards of Brunel University London)**

|  |  |
| --- | --- |
| **Pass** | Where the Tenderer demonstrates in answering questions 16.1 to 16.4 (to the satisfaction of the University and its advisors) that it has policies and procedures in place and is able to comply with the Information Security Standards of the University;  And  Where the Tenderer answers ‘yes’ to questions 16.5 to 16.12 |
| **Fail** | No response provided at all or the response provided does not meet the above criteria for a 'pass'. |

1. Standard Selection Questionnaire

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

To prove that it has “self-cleaned” a Supplier must be able to demonstrate that it has:

• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by the contracting authority as described below.

The measures shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If such evidence is considered by the Authority (whose decision shall be final) as sufficient, the Tenderer shall be allowed to continue in the procurement process.

If the Tenderer cannot provide evidence of self-cleaning that is acceptable to the Authority, they are to be excluded from further participation in the procurement and provided with a statement of the reasons for that decision.

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (referred to as 'Key Subcontractors' throughout this document) (although sub-contractors that are not relied upon do not need to complete the self-declaration). When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

If you are bidding as part of a group or consortium, you should refer to the front of this document (see in particular, Sections 4 and 5) for guidance on the selection questions you need to respond to and how to submit those responses.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**WASTE MANAGEMENT SERVICES –**

**REFERENCE: BUL\_32**

**RESTRICTED PROCEDURE**

**Notes for completion**

1. The “authority” means the Brunel University London that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of Key Subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. If you are bidding as part of a group or consortium, you should refer to the front of this document (see in particular, Sections 4 and 5) for guidance concerning which parts of the SQ should be completed by each member of your group/consortium.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information/ content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  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. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm 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. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is 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.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

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| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**

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| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

Note: When requested by the University, Tenderers will be required to provide the following supporting evidence: a copy of their audited accounts for the last two years or if not, the supporting evidence detailed in either 4.1(a), (b) or (c) above.

The supporting evidence detailed above does NOT need to be provided in your SQ return but will need to be provided when requested by the University.

In conjunction with the above, the University will undertake a Creditsafe credit report in respect of the Tenderer. Tenderers may be excluded from the procurement process where their Creditsafe Credit Rating is 29 out of 100 or below.

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| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

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| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

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| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of three contracts, from Higher/Further Education or similar public sector organisations that are relevant to our requirements during the past three years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has 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 Special Purpose Vehicle (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 sub-contractor(s) who will deliver the contract. |

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|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of Higher/Further Education or similar public sector organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

Please provide details of three contracts, from Higher/Further Education or similar public sector organisations that are relevant to our requirements during the past three years.

**For each of the three Contract Examples listed above, Tenderers should provide the following further information (i.e. component parts ‘a.’ to ‘f.’) using the templates provided.**

**Your answer to each component part of each Contract Example (covering ‘a.’ to ‘f.’ below) is subject to a maximum word limit of 600 words (i.e. 600 words for component part ‘a.’, 600 words for component part ‘b.’ etc.).**

**The three Contract Examples will be scored in accordance with the evaluation methodology described in section 13 above. Please ensure that you read Table 3 of this document prior to completing component parts ‘a.’ to ‘f.’ for each Contract Example.**

Tenderers must ensure that they provide three separate Contract Examples and that the answer provided for each contract example to component parts (‘a.’ to ‘f.’) is specific to that contract example. Hence, Tenderers providing general answers that are not tailored to the contract example or using the same response for multiple contract examples are likely to be awarded a lower score.

Tenderers must also ensure that the three Contract Examples provided must be for projects that have been performed during the past three years.

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| **Contract Example 1:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(Name of customer organisation)** |
| a. For the specific contract example, please explain how your organisation ensured effective communication with the Customer and how this contributed to achieving the overall requirements and objectives in the contract example. *(Maximum word limit: 600 words)* |
| b. For the specific contract example, please state what measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service.  *(Maximum word limit: 600 words)* |
| c. For the specific contract example, please explain how you assisted your customer in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits were.  *(Maximum word limit: 600 words)* |
| d. For the specific contract example, please explain what training you gave to your employees, both prior to the contract commencement and the on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements.  *(Maximum word limit: 600 words)* |
| e. For the specific contract example, please explain how you ensured that the appointed Contract Manager spent sufficient time allocated to the relevant contract example, and how any failures in service provision were addressed by the Contract Manager and how local resources were drawn upon to address this.  *(Maximum word limit: 600 words)* |
| f. For the specific contract example, please state the percentage of waste that was sent to landfill in 2019, and provide evidence to support the percentage rate.  *(Maximum word limit: 600 words plus attachment showing evidence)* |

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| **Contract Example 2:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(Name of customer organisation)** |
| a. For the specific contract example, please explain how your organisation ensured effective communication with the Customer and how this contributed to achieving the overall requirements and objectives in the contract example. *(Maximum word limit: 600 words)* |
| b. For the specific contract example, please state what measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service.  *(Maximum word limit: 600 words)* |
| c. For the specific contract example, please explain how you assisted your customer in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits were.  *(Maximum word limit: 600 words)* |
| d. For the specific contract example, please explain what training you gave to your employees, both prior to the contract commencement and the on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements.  *(Maximum word limit: 600 words)* |
| e. For the specific contract example, please explain how you ensured that the appointed Contract Manager spent sufficient time allocated to the relevant contract example, and how any failures in service provision were addressed by the Contract Manager and how local resources were drawn upon to address this.  *(Maximum word limit: 600 words)* |
| f. For the specific contract example, please state the percentage of waste that was sent to landfill in 2019, and provide evidence to support the percentage rate.  *(Maximum word limit: 600 words plus attachment showing evidence)* |

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| **Contract Example 3:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(Name of customer organisation)** |
| a. For the specific contract example, please explain how your organisation ensured effective communication with the Customer and how this contributed to achieving the overall requirements and objectives in the contract example. *(Maximum word limit: 600 words)* |
| b. For the specific contract example, please state what measures your organisation identified, including any service/product innovation, and how they were implemented in order to enhance and maintain high standards of customer service.  *(Maximum word limit: 600 words)* |
| c. For the specific contract example, please explain how you assisted your customer in reducing waste volumes going to landfill, and increased waste diverted to an EFW plant or MRF, and what the cost and non-cost benefits were.  *(Maximum word limit: 600 words)* |
| d. For the specific contract example, please explain what training you gave to your employees, both prior to the contract commencement and the on-going training to ensure that they had the necessary skills and knowledge to deliver the specific contract requirements.  *(Maximum word limit: 600 words)* |
| e. For the specific contract example, please explain how you ensured that the appointed Contract Manager spent sufficient time allocated to the relevant contract example, and how any failures in service provision were addressed by the Contract Manager and how local resources were drawn upon to address this.  *(Maximum word limit: 600 words)* |
| f. For the specific contract example, please state the percentage of waste that was sent to landfill in 2019, and provide evidence to support the percentage rate.  *(Maximum word limit: 600 words plus attachment showing evidence)* |

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| **6.2** | **If you do not intend to sub-contract any element of the Contract for Waste Management Services then please state “Not Applicable” in the box below.**  Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence 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 or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). |
| **6.3** | Do you hold the relevant licences required for using, treating, storing, transporting and disposing of the university’s waste as set out in the Specification? If so, please provide evidence. If not, then provide more detail on why such a licence is not be required.  Subcontractors carrying out operations which require such a licence should also provide evidence that they are appropriately licensed. |

Note: Question 7 must be completed individually by both the Tenderer and also by each Key Subcontractor / each member of the consortium.

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| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015[[4]](#footnote-4)** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  **Please provide the relevant web-link (URL)**  No ☐  Please provide an explanation |

**Part 3 - Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

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| **Section 8** | **Additional Questions** | |
| **8.1** | **Insurance** | |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below *(****for each and every claim****)*:  Employer’s (Compulsory) Liability Insurance = £10 million Public Liability Insurance = £10 million | **YES/NO** *(delete as appropriate)* |

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| **Section 9** | **Compliance with Equality Legislation**  For organisations working outside of the UK, please refer to equivalent legislation in the country where you are located. | |
| 9.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | **YES/NO** *(delete as appropriate)* |
| 9.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | **YES/NO** *(delete as appropriate)* |
| 9.3 | If you have answered “yes” to question 9.1 and/or 9.2, please provide here a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | |
| 9.4 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | **YES/NO** *(delete as appropriate)* |

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| **Section 10** | **Compliance with Environmental Management Legislation** | |
| 10.1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? | **YES/NO** *(delete as appropriate)* |
| 10.2 | If you have answered “yes” to question 10.1, please provide here details of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Authority will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | |
| 10.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | **YES/NO** *(delete as appropriate)* |

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| **Section 11** | **Compliance with Health and Safety Legislation** | |
| 11.1 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | **YES/NO** *(delete as appropriate)* |
| 11.2 | If you have answered “yes” to question 11.1, please provide here details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences/ breaches. | |
| 11.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | **YES/NO** *(delete as appropriate)* |

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| **Section 12** | **Environmental Management Policy and Capability** | |
| 12.1 | Does your organisation hold a UKAS (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 14001(or equivalent) or a valid EMAS – European Eco-management and Audit Scheme (or equivalent) certificate?  You must demonstrate:   * Which 3rd party certification body conducted the audit? [**Enter answer here].** * The scope of the audit? [**Enter answer here].** * The date certification was achieved? [**Enter answer here].**   Note: When requested by the University, Tenderers will be required to provide a copy of a current valid certificate for your organisation.  **Note: If you have answered yes to question 12.1 then you are not required to answer questions 12.2 to 12.6.**  If your organisation does NOT hold a UKAS (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 14001 (or equivalent) or a valid EMAS – European Eco-management and Audit Scheme (or equivalent) certificate then you must answer questions 12.2 to 12.6 and provide the necessary supporting information below.  The requirement to answer questions 12.2 to 12.6 would be applicable for example, where your organisation does not have an accreditation from an external organisation such as ISO.  **In answering questions 12.2 to 12.6 you need to demonstrate how your organisation ensures that its Environmental Management systems/policies are comparable/compliant with ISO 14001 or equivalent accreditations.** | **YES/NO** *(delete as appropriate)* |
| 12.2 | Do you have a documented policy and organisation for the management of environmental issues?  Please provide evidence that your organisation has an environmental management policy authorised by a senior officer or board member or equivalent and is regularly reviewed. The policy should be relevant to the nature and scale of the activity and set out the responsibilities for environmental management throughout the organisation. | **YES/NO** *(delete as appropriate)* |
| 12.3 | Do you have documented arrangements for ensuring that your environmental management procedures are effective in identifying and reducing/preventing significant impacts on the environment?  Please provide evidence that your organisation’s environmental management policy provides details as to how the company aims to discharge relevant legal responsibilities (where applicable), and provides clear indication of how these arrangements are communicated to the workforce in relation to environmental matters including:   * pollution prevention; * sustainable materials procurement; * waste management; * energy management; * responding to, monitoring and recording environmental incidents and emergencies and complaints. | **YES/NO** *(delete as appropriate)* |
| 12.4 | Do you have arrangements for providing employees with training and information on environmental issues?  Please provide evidence that your organisation has in place and implements, training arrangements to ensure that its workforce has sufficient skills and understanding to carry out their various duties.  This should include a programme of refresher training that will keep the workforce updated on relevant legal requirements and good environmental management practice. | **YES/NO** *(delete as appropriate)* |
| 12.5 | Do you check, review and where necessary improve your environmental management performance?  Please provide evidence that your organisation has a system for monitoring environmental management procedures on an ongoing basis and for updating them at periodic intervals. | **YES/NO** *(delete as appropriate)* |
| 12.6 | Do you have arrangements for ensuring that any suppliers you engage apply environmental protection measures that are appropriate to the activity for which they are being engaged?  Please provide evidence that your organisation has procedures for monitoring suppliers’ environmental management arrangements and ensuring environmental performance appropriate for the  activity to be undertaken is delivered throughout the whole of your organisations supply chain. | **YES/NO** *(delete as appropriate)* |

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| **Section 13** | **Health and Safety Policy and Capability** | |
| 13.1 | Does your organisation hold a UKAS (or equivalent), accredited independent third party certificate of compliance with BS OHSAS 18001 (or equivalent)?  You must demonstrate:   * Which 3rd party certification body conducted the audit? [**Enter answer here].** * The scope of the audit? [**Enter answer here].** * The date certification was achieved? [**Enter answer here].**   Note: When requested by the University, Tenderers will be required to provide a copy of a current valid certificate for your organisation.  **Note: If you have answered yes to question 13.1 then you are not required to answer questions 13.2 to 13.13.**  If your organisation does NOT hold a UKAS (or equivalent), accredited independent third party certificate of compliance with BS OHSAS 18001 (or equivalent) then you must answer questions 13.2 to 13.13 and provide the necessary supporting information below.  The requirement to answer questions 13.2 to 13.13 would be applicable for example, where your organisation does not have an accreditation from an external organisation such as BS OHAS.  **In answering questions 13.2 to 13.13 you need to demonstrate how your organisation ensures that its Health and Safety systems/policies are comparable/compliant with BS OHAS 18001 or equivalent accreditations.** | **YES/NO** *(delete as appropriate)* |
| 13.2 | Do you have a policy and organisation for health and safety (H&S) management that complies with current legislative requirements?  Please provide evidence of a periodically reviewed H&S policy endorsed by a senior officer or board member or equivalent. The policy should be relevant to the anticipated nature and scale of activity to be undertaken in respect of the Contract for Waste Management Services, and set out responsibilities for H&S management.  *Organisations with fewer than five employees are not legally required to have a documented policy statement, however if this is applicable to your organisation you still need to demonstrate that your policy and arrangements are adequate in relation to the nature of this procurement.* | **YES/NO** *(delete as appropriate)* |
| 13.3 | Do you ensure that your H&S measures are effective in reducing/ preventing incidents, occupational ill-health and accidents and are fully communicated to the workforce?  Please provide details of your organisation’s arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken in respect of the Contract for Waste Management Services and how these arrangements are communicated to the workforce.  *Organisations with fewer than five employees are not legally required to have a documented policy statement, however if this is applicable to your organisation you still need to demonstrate that your policy and arrangements are adequate in relation to the nature of this procurement.* | **YES/NO** *(delete as appropriate)* |
| 13.4 | Do you have access to competent H&S advice/assistance?  Please provide evidence of how your organisation obtains access to competent H&S advice. | **YES/NO** *(delete as appropriate)* |
| 13.5 | Do you have a policy and process for providing your staff / workforce with training and information appropriate to the types of activity that your organisation is likely to undertake in respect of the Contract for Waste Management Services?  Please provide evidence that your organisation has in place and implements, training arrangements to ensure that its staff / workforce has sufficient skills and understanding to discharge their various duties. This should include reference to refresher training (e.g. a continuous professional development programme) that will keep the workforce updated on applicable H&S practices throughout the organisation. | **YES/NO** *(delete as appropriate)* |
| 13.6 | Do your staff / workforce have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake in respect of the Contract for Waste Management Services?  Please provide details to demonstrate that your staff / workforce possesses suitable qualifications and experience for the tasks assigned to them, highlighting specific situations where staff would need to work under controlled and competent supervision e.g. trainees. | **YES/NO** *(delete as appropriate)* |
| 13.7 | Do you check, review and where necessary improve your H&S performance?  Please provide evidence that your organisation has in place and implements, an ongoing system for monitoring H&S procedures on an ongoing basis and for periodically reviewing and updating that system as necessary. | **YES/NO** *(delete as appropriate)* |
| 13.8 | Do you have procedures in place to involve your staff / workforce in the planning and implementation of H&S measures?  Please provide evidence that your organisation has in place and implements a means of consulting with its staff / workforce on H&S matters and how staff / workforce comments, including complaints are considered / acted upon. | **YES/NO** *(delete as appropriate)* |
| 13.9 | Do you routinely record and review accidents / incidents and undertake follow-up action?  Please provide records of accident rates and frequency for all RIDDOR (Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995) reportable events for at least the last three years. Demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement. | **YES/NO** *(delete as appropriate)* |
| 13.10 | Do you have arrangements for ensuring that your suppliers and sub-contractors apply H&S measures to a standard appropriate for the activity for which they are engaged?  Please provide evidence that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation’s supply chain is appropriate to the work likely to be undertaken. | **YES/NO** *(delete as* |
| 13.11 | Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary?  Please provide evidence that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work (‘method statements’). You should provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent.  *Organisations with fewer than five employees are not legally required to have a documented policy statement, however if this is applicable to your organisation you still need to demonstrate that your policy and arrangements are adequate in relation to the nature of this procurement.* | **YES/NO** *(delete as appropriate)* |
| 13.12 | Do you have arrangements for co-operating and co‑ordinating your work with others (including other suppliers)?  Please provide an explanation of how co-operation and co-ordination of the work is achieved in practice, and how other organisations are involved in drawing up method statements / safe systems of work etc. including arrangements for response to emergency situations. This should include details of how comments and input from your suppliers will be taken into account and how external comments including any complaints, will be responded to. | **YES/NO** *(delete as appropriate)* |
| 13.13 | Do you have arrangements for ensuring that on-site welfare provision meets legal requirements and the needs/expectations of your employees?  Please provide details of how you ensure suitable welfare facilities are in place before starting work on site, whether by a site-specific arrangement or your own organisational measures. | **YES/NO** *(delete as appropriate)* |

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| **Section 14** | **Quality Management Policy and Capability** | |
| 14.1 | Does your organisation hold a UKAS (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 9001 (or equivalent)?  You must demonstrate:   * Which 3rd party certification body conducted the audit? [**Enter answer here].** * The scope of the audit? [**Enter answer here].** * The date certification was achieved? [**Enter answer here].**   Note: When requested by the University, Tenderers will be required to provide a copy of a current valid certificate for your organisation.  **Note: If you have answered yes to question 14.1 then you are not required to answer questions 14.2 to 14.6.**  If your organisation does NOT hold a UKAS (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 9001 (or equivalent) then you must answer questions 14.2 to 14.6 and provide the necessary supporting information below.  The requirement to answer questions 14.2 to 14.6 would be applicable for example, where your organisation does not have an accreditation from an external organisation such as ISO.  **In answering questions 14.2 to 14.6 you need to demonstrate how your organisation ensures that its Quality Management systems/policies are comparable/compliant with ISO 9001 or equivalent accreditations.** | **YES/NO** *(delete as appropriate)* |
| 14.2 | Do you have a policy and organisation for quality management?  Please provide evidence that your organisation has and implements a quality management policy that is authorised by a senior officer or board member or equivalent and periodically reviewed at a senior management level. The policy should be relevant to the nature and scale of the work to be undertaken and set out responsibilities for quality management throughout the organisation. | **YES/NO** *(delete as appropriate)* |
| 14.3 | Do you have arrangements for ensuring that your quality management is effective in reducing/ preventing incidents of sub-standard delivery?  Please provide evidence that your organisation keeps copies of documentation setting out quality management organisation and procedures that meet currently agreed good practice. These should include the arrangements for quality management throughout the organisation. They should set out how the company will carry out its policy, with a clear indication of how the arrangements are communicated to the workforce. | **YES/NO** *(delete as appropriate)* |
| 14.4 | Do you have arrangements for providing your workforce with quality-related training and information appropriate to the type of work for which your organisation is likely to bid?  Please provide evidence that your organisation has in place and implements, training arrangements to ensure that its workforce has sufficient skills and understanding to discharge their various responsibilities. These arrangements should include a programme of training that will keep the workforce up to date with required knowledge about quality related issues, including copies of job profiles; training manuals and training records. | **YES/NO** *(delete as appropriate)* |
| 14.5 | Do you have procedures for periodically reviewing, correcting and improving quality performance?  Please provide evidence that your organisation has a system for monitoring quality management procedures on an on-going basis. Your organisation should be able to provide evidence of systematic, periodic review and improvement of quality in respect of construction output and general performance. | **YES/NO** *(delete as appropriate)* |
| 14.6 | Do you have arrangements for ensuring that your own  Suppliers apply quality management measures that are appropriate to the work for which they are being engaged?  Please provide evidence that your organisation has arrangements for monitoring supplier’s quality management arrangements and ensuring that quality performance appropriate for the work to be undertaken is delivered throughout the whole of your organisation’s  Supply chain. | **YES/NO** *(delete as appropriate)* |

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| **Section 15** | **Acceptance of the University’s Terms & Conditions of Contract as shown as a separate attachment** | |
| 15.1 | Does your organisation accept the University’s Terms & Conditions of Contract as shown as a separate attachment)? | **YES/NO** *(delete as appropriate)* |

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| **Section 16** | **Compliance with Information Security Standards of Brunel University London** | |
| 16.1 | The Tenderer must operate and promote an information security policy. | Please attach a copy of your information security policy. |
| 16.2 | The Tenderer must operate an information security management system (ISMS) or similar. | Please attach details of your information security management system (ISMS) or similar. |
| 16.3 | The Tenderer must operate an effective incident management plan for information security and data breaches. | Please provide details of your incident management plan for information security and data breaches. |
| 16.4 | The Tenderer must operate an effective series of risk management processes for implementing cyber, information security, and data protection technical controls. | Please provide details of your risk management processes for implementing cyber, information security, and data protection controls. |
| 16.5 | The Tenderer shall agree to provide suitable training to personnel with information security responsibilities. | **YES/NO** *(delete as appropriate)* |
| 16.6 | The Tenderer shall agree to, and conform to the University’s requirement to conduct detailed due diligence on information security practice and controls. | **YES/NO** *(delete as appropriate)* |
| 16.7 | The Tenderer shall agree to providing evidence of security audits, reviews, accreditation, and specific policies and procedures as part of the due diligence process. | **YES/NO** *(delete as appropriate)* |
| 16.8 | The Tenderer shall operate information security practice in alignment to ISO 27001. | **YES/NO** *(delete as appropriate)* |
| 16.9 | The Tenderer shall have cyber essentials accreditation for the environment in which the University’s data is stored and processed. | **YES/NO** *(delete as appropriate)* |
| 16.10 | The Tenderer agrees that they shall not engage or use a third party for the processing of agreed personal data. | **YES/NO** *(delete as appropriate)* |
| 16.11 | If the Tenderer appoints a sub-processor, then it agrees that a written contract must be put in place between the Tenderer and the authorised sub-processor. | **YES/NO** *(delete as appropriate)* |
| 16.12 | The Tenderer agrees that it shall not cause the University to breach any obligation under the Data Protection Laws, and shall notify the University within 24 hours of any breaches that have occurred. | **YES/NO** *(delete as appropriate)* |

1. **exclusion grounds**

**Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57 (1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

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

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

Discretionary exclusions

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

* Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
* In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
* In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
* Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation 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.

Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

1. **Declaration**

This declaration must be signed and returned with your SQ submission.

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| **DECLARATION** | |
| I declare that to the best of my knowledge the answers submitted to these questions are correct.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation.    I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false / misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the authority’s requirement. | |
| Signed: |  |
| Name: |  |
| On behalf of (bidding organisation): |  |
| Position in organisation: |  |
| Email address: |  |
| Date: |  |

1. **List of Appendices**

**List of Appendices**

The following appendices form part of our submission:

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| **Question within the SQ** | **Document Title** | **Has this document been uploaded to Brunel e-sourcing?**  **(YES / NO)** |
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1. For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-1)
2. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. [Procurement Policy Note 9/16 Modern Slavery Act 2015](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-4)