

# Request for Proposal



Request for Proposal (RFP) on behalf of **UK Research and Innovation**

Subject: **Commercial and Specialist Cleaning Services and Commercial Waste Collection & Recycling Services**

Sourcing Reference Number: **FM20033**

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**Please ensure you refer to the Appendix List within the Stage One: Overview Section that provides a breakdown of all the documentation for Lot 1 and Lot 2.**

# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

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

## Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## Privacy Statement

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

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

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

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

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £8 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### Science and Technology Facilities Council (STFC)

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale.

For more information, please visit: <https://stfc.ukri.org/>

## Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation, Polaris House, Swindon, SN2 1FL
3.2.	Buyer	Rhedyn Griffiths
3.3.	Buyer contact details	<a href="mailto:fmprocurement@uksbs.co.uk">fmprocurement@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	<p><b><u>Lot 1 – Commercial Cleaning Services, Specialist Cleaning, Feminine Hygiene Units, Dust Mats, Site Window and Cladding Cleaning</u></b></p> <p>£6,000,000 excluding VAT for the full term of the Contract.</p> <p>The estimated annual value of this contract is £1,000,000.00 however the total value of the contract has been uplifted to take into account ad-hoc cleaning, new buildings and cleaning provisions which are to be agreed during the term of the contract e.g. periodic deep cleans.</p> <p>This Contract is being let as a 3-year fixed term with the option to extend for a further 1 year.</p> <p><b><u>Lot 2 – Commercial Waste Collection and Recycling Services</u></b></p> <p>£550,000.00 excluding VAT for the full term of the Contract.</p> <p>The estimated annual value of this contract is £90,000.00 however the total value of the contract has been uplifted to take into account additional waste collections, new buildings and waste elements which are to be agreed during the term of the contract e.g. hazardous waste collection and disposal.</p> <p>This Contract is being let as a 3-year fixed term with the option to extend for a further 1 year.</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b></p>

### Section 3 - Timescales

3.6.	Date of posting of Contract advert to OJEU.	Friday 26 <sup>th</sup> March 2021
3.7.	Date RFP available to Bidders on Contracts Finder	Friday 26 <sup>th</sup> March 2021
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Wednesday 21 <sup>st</sup> April 2021 11:00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Monday 26 <sup>th</sup> April 2021
3.10.	Closing date and time for Bidder to request RFP documents	Tuesday 4 <sup>th</sup> May 2021 10:00
3.11.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Tuesday 4 <sup>th</sup> May 2021 11.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Wednesday 27 <sup>th</sup> May 2021
3.13.	Anticipated Contract Award Date	Tuesday 8 <sup>th</sup> June 2021
3.14.	Commencement of Contract	Lot 1: Thursday 1 <sup>st</sup> July 2021 Lot 2: Monday 14 <sup>th</sup> June 2021
3.15.	Completion of Contract	Lot 1: 30 <sup>th</sup> June 2024 with the option to extend for a further 1 year to 20 <sup>th</sup> June 2025 Lot 2: 13 <sup>th</sup> June 2024 with the option to extend for a further 1 year to 13 <sup>th</sup> June 2025
3.16.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

UK Shared Business Services Limited (UK SBS), on behalf of UK Research and Innovation (UKRI) wishes to establish a Contract for the provision of Commercial & Specialist Cleaning Services and Commercial Waste Collection & Recycling Services.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (“the Regulations”).

Lot 1 and Lot 2 are being advertised as Services Contracts.

**Lot 1** – Commercial Cleaning Services, Specialist Cleaning, Feminine Hygiene Units, Dust Mats, Site Window and Cladding Cleaning

**Lot 2** – Commercial Waste Collection and Recycling Services

Bidders are to note TUPE applies to Lot 1 Services only.

The sites covered under Lot 1 are:

Rutherford Appleton Laboratory  
Harwell Oxford  
Didcot  
Oxfordshire  
OX11 0QX

Chilbolton Observatory  
Drove Road  
Stockbridge  
Hampshire  
SO20 6BJ

The sites covered under Lot 2 are:

Rutherford Appleton Laboratory  
Harwell Oxford  
Didcot  
Oxfordshire  
OX11 0QX

Chilbolton Observatory  
Drove Road  
Stockbridge  
Hampshire  
SO20 6BJ

The Cosener’s House  
Abbey Close  
Abingdon  
Oxfordshire  
OX14 3JD

The lotting of this procurement will facilitate the greater aggregation of public sector demand and enable public sector to leverage greater efficiencies.

It is intended that one provider will be appointed for each of the Lots details above, however Potential Providers are invited to tender for one or more Lots on an individual basis.

### **Background to this Procurement**

UKRI is an independent non-departmental public body that brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, and STFC) plus Innovate UK and a new organisation, Research England. UKRI operates across the whole of the UK and has a combined budget of more than £8 billion. For more information, please visit:

[www.ukri.org](http://www.ukri.org)

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale. For more information, please visit: [www.stfc.ukri.org](http://www.stfc.ukri.org)

The STFC estate comprises a portfolio of old and new buildings, comprising a diverse range of space/accommodation types including offices, reception, communal and amenity areas, laboratories and clean rooms.

The primary scope encompasses the Rutherford Appleton Laboratory (RAL), which is at the heart of the Harwell Campus in Oxfordshire, England. Approximately 1,200 staff at RAL support the work of more than 10,000 scientists and engineers, chiefly from the university research community. RAL's pioneering research in areas such as energy, security, healthcare and the environment addresses important challenges facing society.

The RAL site is approximately 35 hectares and there are currently around 71 buildings on it.

Currently, cleaning and waste services are provided through a 'bundled' contract of which cleaning and waste services are one lot. In support of its approach to continuous service improvement and sustainability, STFC has decided to separate the two elements of the current contract to secure a more focussed and effective approach. STFC seeks to work in partnership with a modern and forward-looking provider who has the capability and capacity to meet the site's needs, providing expertise to guide developments, providing cost efficiency and ensuring compliance.

A brief summary of the requirements under each Lot has been provided below.

#### **Lot 1 - Commercial Cleaning Services, Specialist Cleaning, Feminine Hygiene Units, Dust Mats, Site Window and Cladding Cleaning**

The overall requirement is for a fully integrated and seamless commercial and specialist cleaning service incorporating management of window and cladding cleaning, provision and servicing of feminine hygiene units and dust mats.

The site has a growth plan which the contract is required to respond to. Changes in buildings may include new, extended or buildings that are removed, therefore, the contract services

will change over the life of the contract. Appendix 1 details the current buildings and indicates new buildings that will be coming on line during the life of the contract.

The Contractor is required to acquire an awareness and understanding of the site and associated areas within the scope of the contract and provide capability and capacity that is directly accessible at a local level so that the contract can be proactively managed and supported. This capability and expertise will need to include human resource professionals and senior representation that is both visible and available to the contract on a frequent basis. The Contractor will provide industry expertise on innovations, environmental sustainability, benchmarking and provide expert opinion on how to innovate and professionalise the service.

### **General Introduction to the Service Requirements**

The cleaning service requirement has three distinct functional elements which are discussed in more detail within the specification:

- **Routine cleaning** – daily janitorial service and out of hours cleaning, currently includes a Covid 19 specification, office, communal space, external signage cleaning (low level) and facilities (kitchens, toilets, showers etc.,).
- **Supply of Labour** – Cleaning staff are placed in a department to perform specific tasks/specialist cleaning for a specific number of hours (generally in laboratories and workshops).
- **Waste Portage** – The Cleaning Team have office, welfare and storage space in R24 which is the site waste compound. The Cleaning Team manage movement of waste on site (using STFC owned containers) which includes but is not limited to cardboard and confidential waste, storage and onward use of excess office furniture, disposal of fridges and waste furniture.

Other services include provision of feminine hygiene, dust mats and window and external cladding cleaning, specialist cleaning and consumables:

- **Window & Cladding Cleaning** – Appendix 4 attached providing detail of requirements for window cleaning per building. There will be additional requirements throughout the year and also there should be a provision for external cladding cleaning which can be included through the window cleaning or separated as appropriate
- **Dust mats** – Appendix 5 management of supply and regular servicing of all dust mats
- **Feminine Hygiene** – Appendix 6 management, supply and regular servicing of all sanitary units
- **Consumables** – Appendix 8 details the standard of consumables to be provisioned,

these may only be substituted with authorisation to a product of the same standard and quality. There are varying requirements across the site and STFC seeks to consolidate the requirements to reduce and streamline.

- **Deep Cleaning & Specialist cleaning** including floors, soft furnishing areas, cleaning specialist equipment, and as required bio-hazardous cleaning.

The Contractor shall ensure cleaning is to be carried out using cleaning methods which will achieve a good standard of cleaning, leaving the asset free from dirt, marks and smears, and preserving the original condition and appearance of the asset, given due consideration of its age and condition.

The Contractor shall provide Staff that are trained and accredited to deliver to the British Institute of Cleaning Science Standards 2020 (BICS) and are competent in their duties as well as introducing an opportunity for the Contractor to use their skills and judgement to achieve cost effective and efficient Services.

The Contractor shall provide a cleaning service that is delivered in a safe and efficient manner as per the required Cleaning Standards set out by the Contracting Authority and ensure that:

- The required Standard is in evidence at the start of each working day.
- As far as is reasonably practicable they specify and use cleaning materials and practices that are environmentally preferable or as specified by the Contracting Authority.
- All general cleaning activities shall take place during the times set out by the Contracting Authority or agreed otherwise.
- All Contractor staff shall wear formal corporate attire at all times including building/identification passes.

A brief summary of the requirements of Lot 1 has been provided above, please ensure you review the full specification and additional appendices for full details of the requirement.

All additional appendices can be found within the Stage One: Overview Section on the Delta eSourcing Portal.

## **Lot 2 – Commercial Waste Collection and Recycling Services**

The Contracting Authority wishes to appoint a Contractor capable of delivering a fully integrated and seamless commercial waste management and recycling service.

As part of UKRI, STFC falls under the statutory reporting requirements of the Greening Government Commitments (GGC). GGC targets for 2021/22 – 2024/25 have yet to be set but for the purpose of this contract the Contractor must be able to meet all GGC targets.

STFC seeks to reuse or recycle as many of its non-hazardous waste streams as possible and currently this includes paper, cardboard, newspapers and magazines, plastic bottles, plastic cups, glass and food waste. In line with the progressive and forward-looking intent of this contract, the Contractor should commit to maintaining 100% diversion from landfill and

over the contract duration.

### **Material Waste Streams**

The Client places high emphasis in obtaining accurate information on the waste streams it produces, and how it can improve the way waste is managed, and therefore requires proposals that offer:

- On board weighing solutions to measure waste by identifying actual lifts of individual containers weighed at the time of collection so that be trusted and used to benchmark the past and predict future trends in site waste generation.
- Providing solutions for tracking and reporting on waste volumes per bin and per stream to enable measurement at a more granular level e.g. building level
- Providing feedback on contamination at a sufficiently granular level to allow STFC to target training and education.
- Provision for new waste streams and responding to increase of current waste streams in response to campus growth.

The approximate quantity of waste produced by STFC in the last year is summarised in the specification. It is expected that volumes of waste, containers and frequencies will change in the course of the contract as recycling increases and the service is made more efficient and with accurate reporting.

### **Bin Provision and Containerisation**

Appendix 3 details the number, sizes and maximum collection frequency of the bins that are currently on site. This is provided for information, not as a specification of the containers that must be provided by the Contractor. The Contractor shall make its own assessment of the number and range of bins that the Contractor considers necessary to meet STFC's requirements in readiness for day 1 of the contract in the most cost-effective and sustainable way, taking account of the tonnages stated in the specification. It is not expected that this will have an impact on the bid price submitted.

The Contractor shall have overriding responsibility for bin and container provision including responsibility for their maintenance and renewal. The Contractor shall monitor the condition of bins and containers on site and provide a report for the Client's review for recommended repairs or replacement.

To assist with ad hoc service requirements, the Contractor shall provide skip rental charge and a container emptying charge for the following open waste skips capacities:

2,4,6,8,12,20 and 40 cu yard. Options for enclosed, lockable open skips are also required. It is assumed that the same per kilogramme fee/rebate will apply regardless of container size.

A brief summary of the requirements of Lot 2 has been provided above, please ensure you review the full specification and additional appendices for full details of the requirement.

All additional appendices can be found within the Stage One: Overview Section on the Delta eSourcing Portal.

### **Site Tour**

A Site Tour is not possible due to COVID-19 restrictions. As an alternative, access to video media of the site will be made available to provide an overview of the site and key locations. This video will be available for bidders and is designed to enable bidders to gain further understanding of the site and requirements and to inform their proposals based on the opportunity.

Bidders do have the opportunity to raise clarification questions after accessing the video media. We request that where possible the Contractor's representatives viewing the material include a representative from the bidder's service delivery team.

Further details on how to access the video media will be communicated on the Delta eSourcing Portal.

### **Contract Duration**

The Contract duration for Lot 1 and Lot 2 shall be for a period of 3 years with optional extensions of 1-year period from commencement of the Contract (3+1).

### **Terms and Conditions**

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

## Section 5 – Evaluation model

### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

#### **5.4. AWARD questionnaire**

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

## Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	All Lots - AW1.1	Form of Bid
Commercial	All Lots - AW1.2	Bid validity period
Commercial	All Lots - AW1.3	Certificate of bona fide Bid
Commercial	Lot 1 - AW4.1	Compliance to the Contract Terms
Commercial	Lot 1 - AW4.2	Changes to the Contract Terms
Price	Lot 1 - AW5.1	Firm and fixed price
Price	Lot 1 - AW5.3	Open book policy
Commercial	Lot 1 - AW5.4	E Invoice
Quality	Lot 1 - AW6.1	Compliance to the Specification
Quality	Lot 1 - AW6.2	Variable Bids
Quality	Lot 1 – AW6.3	Accreditations
Quality	Lot 1 – AW6.4	Contractors Plan
Commercial	Lot 2 - AW4.1	Compliance to the Contract Terms
Commercial	Lot 2 - AW4.2	Changes to the Contract Terms
Price	Lot 2 - AW5.1	Firm and fixed price
Price	Lot 2 - AW5.3	Open book policy
Commercial	Lot 2 - AW5.4	E Invoice
Quality	Lot 2 - AW6.1	Compliance to the Specification
Quality	Lot 2 - AW6.2	Variable Bids
Quality	Lot 2 – AW6.3	Accreditations
Quality	Lot 2 – AW6.4	Waster Carrier License
Quality	Lot 2 – AW6.5	Vehicle Operator License
Quality	Lot 2 – AW6.6	Contractors Plan
-	-	Request for Proposal response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

## Award Scoring criteria

### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
<b>Lot 1 – Commercial Cleaning Services</b>			
Price	AW5.2	Price	30.00%
Quality	PROJ1.1	Method Statement	18.00%
Quality	PROJ1.2	Managing Continuity	15.00%
Quality	PROJ1.3	Performance and Contract Management	15.00%
Quality	PROJ1.4		14.00%
Quality	PROJ1.5	Mobilisation	8.00%
<b>Lot 2 – Commercial Waste Services</b>			
Price	AW5.2	Price	40.00%
Quality	PROJ2.1	Approach to Collections	15.00%
Quality	PROJ2.2	Legal Compliance and Due Diligence	15.00%
Quality	PROJ2.3	Improvement Audits, Review & Sustainability	10.00%
Quality	PROJ2.4	Contract and Performance Management	15.00%
Quality	PROJ2.5	Engagement	5.00%

## Award Evaluation of criteria

### Non-Price elements

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

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

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

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with

	major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

**Example**

Evaluator 1 scored your bid as 60  
 Evaluator 2 scored your bid as 40  
 Evaluator 3 scored your bid as 80  
 Evaluator 4 scored your bid as 60  
 Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be evaluated on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

**5.5. Evaluation process**

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> </ul>

	<ul style="list-style-type: none"> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Selection and award questionnaires

### Section 6 – Selection questionnaire

#### 6.1. Introduction

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

Guidance on **how to register and use the e-sourcing portal** are is available at <http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## **Section 6 – Award questionnaire**

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Commercial Cleaning and Waste Services. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a Services Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

7.1.10. The services covered by this procurement exercise have been sub-divided into Lots.

Lot	Description	Number of successful suppliers required for this lot
Lot 1	Commercial Cleaning Services, Specialist Cleaning, Feminine Hygiene Units, Dust Mats, Site Window and Cladding Cleaning	1
Lot 2	Commercial Waste Collection and Recycling Services	1

7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050

7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.

7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.

7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.

7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.

7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:

- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
- 7.1.17.2. an invitation to submit any Response in respect of this procurement;
- 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

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

## **7.2. Bidder conference**

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

## **7.3. Confidentiality**

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

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

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

- 7.3.6. The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as

a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## **USEFUL INFORMATION LINKS**

- [Contracts Finder](#)
- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

### **7.4. Freedom of information**

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

### **7.5. Response Validity**

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

## 7.6. Timescales

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

## 7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## 7.8. Preparation of a Response

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

- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no

guarantee it will consider any request for a late Response to be considered.

7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

## **7.10. Canvassing**

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

## **7.11. Disclaimers**

7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
- 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

7.12.1. Any Bidder who:

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

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

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

### **7.13. No inducement or incentive**

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

### **7.14. Acceptance of the Contract**

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

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

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

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

## **7.16. Amendments to Response Documents**

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

## **7.17. Modification and withdrawal**

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

## **7.18. Right to disqualify or reject**

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

## **7.19. Right to cancel, clarify or vary the process**

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

## **7.20. Notification of award**

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

## Appendix 'A' Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>