

Request for Proposal (RFP) on behalf of UK Shared Business Services and UK Research and Innovation

Subject: Security screening process of pre-recruitment candidates and existing employees

Sourcing Reference Number: CS19295

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping 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.

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 Shared Business Services

UK SBS delivers shared business services to its owners; BEIS and its Partner Organisations.

We work behind the scenes, providing shared and specialist services to help reduce costs, improve quality and efficiency, to the benefit of UK taxpayers.

We provide HR & Payroll, Finance, Procurement, IT and Property Asset Management services to BEIS and its partner organisations – to enable our customers to focus on their core activities and make the most of their available budgets. Every day, we are supporting world-renowned scientists and researchers, policy makers and agencies that support UK jobs and growth, highlight UK science and innovation, and promote the UK as a global leader internationally. Our customers – the UK Research Councils, the Department for Business, Energy and Industrial Strategy and its partner organisations – are working on vital, life-changing projects ranging from Dementia Research, the Antarctic Research and UK Space programmes to the award winning UK Pavilion (the Hive) at the 2015 Milan Expo.

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

UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 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

Section 3 – Working with the Contracting Authority.

Section	on 3 – Contact details	
		UK Shared Business Services Ltd Polaris House North Star Avenue Swindon SN2 1FF
3.1.	Contracting Authority Name and address	and
		UK Research and Innovation Polaris House North Star Avenue Swindon
3.2.	Buyer	SN2 1FL Kerry Hammond
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Estimated value of the Opportunity	Total value of the contract including all optional extensions shall not exceed £1,300,000.00 ex VAT. For the avoidance of doubt: The Initial contract (2 year) value shall not exceed £650,000.00 ex VAT Optional Year 3 value shall not exceed £325,000.00 ex VAT Optional Year 4 value shall not exceed £325,000.00 ex VAT
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the esourcing tool. Guidance Notes to support the use of Delta eSourcing are available here. Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.

Section	on 3 - Timescales			
3.6.	Date of posting of Contract advert to OJEU.	Tuesday 25 th February 2020		
3.7.	Date RFP available to Bidders on Contracts Finder	Friday 28 th February 2020		
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Tuesday 28 th April 2020 14:00		

3.16.	Bid Validity Period	90 Days
3.15.	Completion of Contract	Friday 2 nd August 2024 should all optional extensions be utilised. The initial contract term is for 2 years with the optional extension on an annual basis (2+1+1 years)
3.14.	Commencement of Contract	Monday 3 rd August 2020
3.13.	Anticipated Contract Award Date	ayMonday 27 th July 2020
3.12.	Notification of proposed Contract award to unsuccessful bidders	Wednesday 8 th July 2020
3.11.	Closing date and time for Bidder to submit their response ('the deadline').	Monday 11 th May 2020 14:00
3.10.	Closing date and time for Bidder to request RFP documents	Monday 11 th May 2020 13:00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Friday 1 st May 2020

Section 4 – Specification and about this procurement

Executive Summary

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

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

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

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

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

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

The most important asset in any organisation is its people; an important factor in hiring the very best people is the process of pre-employment screening. Pre-employment screening is the background checking of staff, contractors, agency personnel and other people with access to the organisation's assets. Typically, this means that checks are conducted to validate and verify information provided by the screening candidate to ensure that they have provided an honest and factual representation to enable organisations to make the best hiring decisions. Individuals who have access to government assets are required to be checked against the HMG Baseline Personnel Security Standard (BPSS). This is a screening guideline that aims to ensure that organisations are employing people entitled to work in the UK and with the honesty, integrity and values needed for government-related work.

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

Besides hiring the best people, organisations also want to reduce criminal potential and reputational damage that can be caused by hiring by illegal workers, fraudsters, terrorists and others that may not have their best interests at heart. Known risks to an organisation

can be mitigated by developing screening levels directly related to the risks, the HMG Baseline Personnel Security Standard (published by the Cabinet Office) requires that as a minimum the identity of the person is confirmed to ensure that all subsequent checks relate to the named person, that nationality and immigration status is validated (including entitlement to undertake the work in question), that a criminal record check is conducted (for unspent convictions only) and that a 3 year employment history is checked. Additionally, prospective employees will be required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad. Additional checks are added for specific roles, for example, a driver's licence check for the organisation's drivers.

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

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

Requirement for the UKSBS Business Services and UK Research and Innovation

The UK SBS HR services, on behalf of UK Research & Innovation (UKRI) for whom it recruits employees for, is seeking a competent organisation that can successfully, confidentially and legally, in accordance with all legislation, provide a "BASELINE" security screening service, carry out pre-employment and pre-engagement of candidates of which will provide the aims, outputs and results as outlined in the Executive Summary above. Please refer to Appendix 'B' Report Volumes for the type of screens that UK SBS currently call off against as and when required but on a regular basis.

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

Time scales for "Baseline" screens will be a very important element of the screening service and the supplier must meet the HR SLA screen turn around target days (Level A,B,C,D, F - 4 working days , Level E - 2 working days , Level G - 8 working days) we currently use. This does not include the time spent waiting for the candidate to upload information, waiting for references or the time it takes to complete the criminal record checks.

The successful supplier must be able to provide a 'white label type service' for the handling and management of UK SBS and UKRI users of the service. This requirement is to provide a UK SBS branded extranet system that will be used to collect and interact with users of the service. The successful supplier must have the ability to interface with the new Oracle Taleo Applicant Tracking System (ATS) or be prepared to build this capability. The ATS is planned to be implemented during May/ June 2020. The successful supplier will need to work with UK SBS and UKRI to ensure that connectivity is live within 3 months of contract award.

Taleo is a cloud-based ATS that is used to manage the talent acquisition processes.

As bidders are the 'experts' in this area UK SBS wish for the successful supplier to provide a UK SBS branded contact centre service whereby the supplier's staff will answer calls as UK

SBS Pre-Employment Services. UK SBS also require the successful supplier to provide face to face on site training at their Swindon site (for a maximum of 6 people), with supporting training guides within the first month of the contract

Any screening methodologies employed such as "internet mining" must be legal, fair, robust, accurate, and conform to UK (or European equivalent) Information Commissioner guidelines. Confidentiality between HR; the screening service provider and the appointing manager must be maintained at all times. All information gleaned as a result must be held as "OFFICIAL" classification between the tendering parties.

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

As per regulation Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 the successful supplier site must be reasonably accessible to people with visual impairments.

https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps

The successful supplier's website or app will need to meet the newer legal requirements if you:

- meet the <u>international WCAG 2.1 AA accessibility standard</u> although there are <u>valid</u> legal reasons for not meeting accessibility standards
- publish an accessibility statement that explains how accessible your website or app is on request.

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

Furthermore, the successful supplier will be required to retain the outcomes of the preemployment checks for 6 months from date of certificate issue and then securely purge from their system(s). No personal data should be held beyond 6 months.

Types of Screens Required

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

Contract Monitoring of Supplier Performance:

Monthly:-

MI data of number of screens per month split by UKRI Council(s) and total summary for all UK SBS customers.

Quarterly:-

Electronic communication system will be expected to be offered and rolled out by the successful bidder to HR practitioners to facilitate the processing of screen requests. Bidders through the quality questions in the tender documentation will be requested to describe how they propose to set such a system up as a working solution.

Yearly/12 monthly:-

At the end of each and every contract year/financial year (UKRI is 1st April to 31st March) the winning supplier will be expected to provide an end of year retrospective activity data to review with HR services representatives such as presenting on:-

- Total number and types of screens carried out
- Data to support SLA's that were met e.g. screening turnaround times recorded.
- MI data breakdown by screens carried out for each UKRI Council and the UK SBS HR service itself
- A written confidential report for a stakeholder need to know only presentation of screening trends in the year; where problems have arisen and solutions found; actual detections of CV/Application Form mistakes and or fraudulent information stated. Attempted infiltrations of candidates with extreme organisational links (if any) with outcomes will be expected to be contained in the annual reports.
- A plan or ideas where operationally savings in time and screen cost can be achieved in a working partnership between the HR services and the screening Contractor.
- The successful supplier will be able to demonstrate that they are certified to:
 - ISO27001 Information Security Management Standard
 - o ISO9001 Quality Management Standard

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

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

Optional Year 3 value - £325,000.00 ex VAT

Optional Year 4 value - £325,000.00 ex VAT

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

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

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

Terms and Conditions

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

Section 5 - Evaluation model

5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from 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				
Selection Questionnaire Part 1: Potential Supplier Information						
Section 1	1.3	Contact details and declaration				
	Par	t 2: Exclusion Grounds				
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				
	P	art 3: Selection Questions				
Section 4	4.1	Audited accounts				
Section 4	4.2	Minimum financial threshold				
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	SEL 2.10	Cyber essentials				
Section 9	SEL2.11	ISO27001 Information Security Management Standard				
Section 9	SEL 2.12	GDPR				
Section 9	SEL 2.14	ISO9001 Quality Management Standard				
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	AW1.1	Form of Bid					
Commercial	AW1.2	Bid validity period					
Commercial	AW1.3	Certificate of bona fide Bid					
Commercial	AW4.1	Compliance to the Contract Terms					
Commercial	AW4.2						
Price	AW5.1	W5.1 Firm and fixed price					
Commercial	AW5.4	E Invoice					
Commercial	AW5.5	E Invoice implementation					
Quality	AW6.1	1 Compliance to the Specification					
Quality	AW6.2	V6.2 Variable Bids					
Quality	PROJ1.4	ROJ1.4 Taleo System					
-	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 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
Price	AW5.2	Price	30%
Quality	PROJ1.1	Methodology	30%
Quality	PROJ1.2	Risk and Mitigation	20%
Quality	PROJ1.3	Project Team	20%

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:

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

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the award 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: Score/Total Points multiplied by 50 $(80/100 \times 50 = 40)$

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	 RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the esourcing tool beyond the bidder control are responsible for late submission.
Compliance check	 Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	 Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Validation of unsuccessful Bidders	 To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1. Introduction

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

Guidance on completion of the questions are is available at http://www.uksbs.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 Security screening process of pre-recruitment candidates and existing employees. 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 and the list of customers provided by the statement on the UK SBS website currently located here.
- 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 [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. 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 NOT been sub-divided into Lots.
- 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
- Tenders Electronic Daily
- 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 'FolA') 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 FolA 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 subcontractors, 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 not 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 <u>not under any circumstances</u> 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 consider 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 <u>Section 3</u>.
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in <u>Section 3</u>. Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in <u>Section 3</u> shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
 - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in <u>Section 3</u> in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of 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 5 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 esourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
 - 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the 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 procuremetn is being run						
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.						
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal						
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations						
"FolA"	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. NOTE: 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 Section 4 Specification						

Appendix 'B' Report Volumes

Appendix B Report Volumes

	January	February	March	April	May	June	July	August	September	October	November	Dece mber
ARC	4	2	1	2	1	2	1	2	0	11	1	0
Basic Disclosure	9	4	2	25	15	9	28	45	28	18	10	6
Level A	47	52	56	84	202	196	177	172	90	159	119	105
Level 3	1	0	0	0	0	0	0	1	0	1	0	0
Level C	4	5	4	0	0	0	1	0	1	3	2	. 2
Level D	67	39	44	2.4	12	14	7	11	11	7	6	4
Level E	1	2	3	9	7	4	5	8	8	12	2	10
Level F	0	0	0	0	1	2	2	1	1	0	1	
Access NI Basic	0	. 0	0	0	0	0	0	0	0	0	1	0
Enhance d DBS	0	0	0	0	0	1	0	7	11	3	. 0	0
	133	104	110	144	238	228	221	247	150	214	142	127

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	January	February	March	April	May	June	July	August	September	October	November	December
Financial Check	. 0	. 0		. 0	1	. 0	D		0	0	0	
ARC	0	0		1	1		0		0	0	0	
Basic Disclosure	0	. 2	. 0	. 0	1	17	19	- 37	27	9	- 4	
Level A		121	364	22.2	110	133	143	127	125	142	232	101
Level B	340		- 0	0	- 0		- 0			0		
Level C		1	1	0	0	1	5	2	1	i i		7
Level D	2	4	- 6	. 3	- 0	4	4	7	4	4	1	
Level E	4	15	27	16	6	12	4	- 11	39	32	8	12
Level F	12		. 0	. 0	0	. 0	0		. 0	0	. 0	
Access NI Basic	1	- 0		0	- 0	. 0	0		0	. 0	0	
trihanced DBS	. 0	0		0	0	. 0			1		- 1	
	168	143	198	132	127	167	178	185	197	187	134	125

	January	February	March	April	May	June	July	August	September	October	November	December
AHRC	3	5		3	13			6		5	10	6
BBSRC	1	4	1	10	5	5	3	5	2	1	. 3	3
EPSRC	4	10	10	16	17	21	13	23	16	21	. 20	17
ESRC	10	2	8	9	1	2	7	- 6	7	7	1	3
MRC	23	17	23	40	53	41	44	36	28	59	28	23
NERC	14	24	34	27	56	47	63	103	64	69	47	36
STFC	13	16	33	23	86	88	57	47	22	39	15	24
UKSBS	10	14	9	13	12	15	17	21	9	13	18	15
	78	92	124	141	243	227	219	247	150	214	142	127

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AHRC	6	4	14	2	2	. 0	-0	- 2	- 4	- 3	0	2
BRISAC	. 4	- 4	3	. 3	2	6	. 1	- 1	4	4	4	- 4
EPSRC .	22	12	35	24	12	10	24	. 32	50		43	23
ESRC	6	1	- 9		- 4	D	0	. 2	. 0		- 4	
MRC	34	25	27	-83	20	27	35	28	22	. 54	- 36	39
NERC	38	30	. 26	26	28	48	54	. 72	69	43	38	18
STEC	42	53	62	28	33	90	47	. 34	32	22	20	28
UKSBS	35	14	22	13	26	36	17	. 14	.10	- 11	9	7
	168	143	198	132	127	197	178	185	197	187	134	125

Appendix B Report Volumes