

## Schedule 2

### **Guidance Notes for Completion of SSQ - Dynamic Purchasing System for the provision of Care and Support Services for people with Learning Disabilities**

To be read in conjunction with:

- Schedule 1: Standard Selection Questionnaire
- Schedule 3: Standard Selection Questionnaire Evaluation Method

**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING  
YOUR SUBMISSION.**

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## DEFINITIONS

The following definition shall apply to the SSQ Pack:

<b>Applicant</b>	An entity which has registered an interest in this procurement, and which might seek to join the DPS by submitting a SSQ Response.
<b>Applicant Confidential Information</b>	“Applicant Confidential Information” refer to any information disclosed to the Authority (and outlined in a separate appendix) by the Applicant as part of the SSQ submission which the Applicant has deemed Commercially Sensitive and which is clearly marked as Confidential
<b>Authority</b>	The London Borough of Enfield.
<b>Authority Confidential Information</b>	“Authority Confidential Information” refers to all information (written or otherwise) that is either provided by the Authority in the of the conducting of this and any other procurement exercise or that the Applicant becomes aware of resultant of its participation in this or any other procurement exercise
<b>Bidder</b>	An Applicant which as part of the SSQ stage of the procurement is accepted onto the DPS.
<b>Care Place</b>	The electronic system used by the Authority for the Invitation to Quote (ITQ) stage ( <a href="https://www.careplace.org.uk">https://www.careplace.org.uk</a> )
<b>Contract</b>	A contract which may be entered into between the Authority and the Successful Bidder in relation to the subject matter of this procurement, and a draft of which (“Draft Contract”) is included in the ITQ.
<b>Environmental Information Regulations 2004 (EIR)</b>	The Environmental Information Regulations 2004 (EIR) is a UK Statutory Instrument (SI 2004 No. 3391) that provides a statutory right of access to environmental information held by UK public authorities.
<b>FOIA Legislation</b>	Freedom of Information 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”)
<b>Invitation to Quote (ITQ)</b>	The Invitation to Quote that may be issued to Applicants that are accepted onto the DPS following the SSQ stage of the procurement.
<b>OJEU Notice</b>	The notice issued for publication in the Official Journal of the European Union
<b>Portal</b>	The Authority’s eTendering system ProContract ( <a href="http://www.londontenders.org">www.londontenders.org</a> )
<b>Pre-Qualification Questionnaire (PQQ)</b>	The previously adopted Selection document used by public sector buyers/purchasers to help shortlist suppliers by assessing an applicants’

suitability to perform a specific function where a certain level of technical ability is required, and form part of the restricted procedure.

**Standard Selection Questionnaire (SSQ)**

This Selection document now used by public sector buyers/purchasers to help shortlist suppliers by assessing an applicants' suitability to perform a specific function where a certain level of technical ability is required, and form part of the restricted procedure. This document is contained in Schedule 1 (separate document).

**SSQ Pack**

The documents comprising this procurement: i.e. Schedule 1 the SSQ; Schedule 2 Guidance Notes for completion of SSQ; Schedule 3 SSQ Evaluation Method; Draft Contract and the ITQ, and any additional documents associated with this procurement provided by the Authority to Applicants.

**SSQ Response**

The document submitted by an Applicant in response to the SSQ, and which will include: (i) answers to each of the standard form SSQ questions set out at Schedule 1 of the SSQ; (ii) the declaration set out at Schedule 1 of the SSQ and (iii) any other express response requirements of the SSQ.

**Procurement Documents**

The SSQ Pack plus the OJEU Notice.

**Services**

The Services which are the subject matter of the procurement, and which are detailed in the ITQ.

**Successful Bidder**

The Bidder which submits a compliant Quote which receives the highest score at the conclusion of the procurement.

**Quote**

The response by a Bidder to the ITQ.

**2015 Regulations**

The Public Contracts Regulations 2015.

## **1. INTRODUCTION**

- 1.1. The Authority is establishing a Dynamic Purchasing System (DPS) for the provision of care and support services for adults with learning disabilities aged 18 and over which will be created following completion of this Standard Selection Questionnaire (SSQ) process. Once Bidders have been accepted onto the DPS, they will be invited to quote for individual contracts. The DPS will remain open for a period of 5 years.
- 1.2. The DPS differs from the previous contracts in that new applicants can apply and be accepted onto it throughout its term.
- 1.3. Failure to pass the selection criteria at this time does not preclude Suppliers from submitting further applications for evaluation during the term of the DPS. Any applications received will be evaluated within 10 working days of receipt of submission and Candidates will then be contacted in writing confirming whether or not they have been accepted onto the DPS.
- 1.4. This is a competitive procurement process conducted in accordance with the Light Touch Regime in accordance with Regulations 74 under Public Contracts Directive 2014/24/EC, as implemented by the 2015 Regulations and set out in the OJEU Notice. The Standard Selection Questionnaire (SSQ) is the first stage in the procurement and is intended to allow Applicants to provide sufficient information to the Authority so that it can assess their capability and suitability. The resultant outcome of which will be the Authority's shortlisting and subsequent selection of suitably qualified Applicants to be accepted to the relevant Lot of the DPS, in concordance with the criteria as set out in Schedule 1 (the SSQ).
- 1.5. The SSQ replaces the previously adopted Pre-Qualification Questionnaire (PQQ) as mandated by the Crown Commercial Services (CCS) on behalf of Central Government and in accordance with Public Procurement Notice (PPN) 8/16 to incorporate additional requirements as required under the Public Contracts Directive 2014/24/EC, and as implemented by the 2015 Regulations to mandate a European Single Procurement Document (ESPD).
- 1.6. **The SSQ can be found in Schedule 1. This document (Schedule 2), comprises Guidance Notes to completion of the SSQ. The method of evaluating the SSQ is detailed in Schedule 3. At this stage the SSQ is the only document which requires a response.**
- 1.7. Responses to the SSQ will be assessed for the purposes of selecting Suppliers to proceed to the next stage of the procurement. During the SSQ stage, the intention is to arrive at a list of qualified Suppliers. Those Suppliers who are successful in passing the selection criteria set out below will be accepted onto the DPS.
- 1.8. Details of the second stage, including the methodology of evaluation, method statements, award criteria and the necessary document to submit are detailed in the Invitation to Quote Documents. Sample Invitation to Quote documents have been supplied as part of the SSQ stage for information (watermarked as "SAMPLE"). Final Invitation to Quote Documents specific to each referral will be made available at the time that the referral is sent to Applicants who have been accepted onto the DPS following the SSQ stage.

Applicants attention is also drawn to the Terms and Conditions of Contract which is available to download on the ProContract website (see paragraph below).

- 1.9. All documentation is available on the ProContract Portal: <https://www.londontenders.org/>. Applicants should only submit correspondence, completed SSQ via the portal by the submission date as detailed in paragraph 11.18 of the Guidance Notes. Emails or hardcopy will not be accepted.
- 1.10. No information contained in this SSQ Pack or in any communication made between the London Borough of Enfield (“the Authority”) and any Applicant in connection with this SSQ shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this SSQ. The Authority reserves the right, subject to the appropriate procurement regulations, to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this SSQ or any supporting documentation.
- 1.11. Acceptance onto the DPS does not in any way guarantee work. All contracts will be awarded to a Supplier on the basis of the most economically advantageous offer and subsequent validation of the information provided as part of the SSQ submission.

## **2. GENERAL REQUIREMENTS**

- 2.1. The DPS is divided into the following lots:
  - 2.1.1. Lot 1a - Moderate to severe learning disabilities - Care & Support
  - 2.1.2. Lot 1b - Moderate to severe learning disabilities - Care & Support with Accommodation
  - 2.1.3. Lot 2a - Profound and multiple learning disabilities and /or complex health needs - Care & Support
  - 2.1.4. Lot 2b - Profound and multiple learning disabilities and /or complex health needs - Care & Support with Accommodation
  - 2.1.5. Lot 3a - Learning disabilities and behaviour that challenges and/or mental health issues - Care & Support
  - 2.1.6. Lot 3b - Learning disabilities and behaviour that challenges and/or mental health issues - Care & Support with Accommodation
- 2.2. Applicants may apply for more than one lot.
- 2.3. Please refer to the Specification (Section 4 of the sample Invitation to Quote (ITQ) documents) for details of the requirements for the provision of care and support services.

## **3. LONDON BOROUGH OF ENFIELD VALUES**

- 3.1. The following link provides details of the Authority's plans and priorities, vision aims and values:

<https://new.enfield.gov.uk/services/your-council/our-plans-and-priorities/our-vision-aims-and-values/>

#### **4. GENERAL REQUIREMENTS IN RELATION TO THE SSQ PACK**

- 4.1. Before submitting a SSQ Response, Applicants should read **all** the Procurement Documents and supporting guidance and, in submitting a SSQ Response, confirm that they have done so.
- 4.2. The SSQ Pack is designed to ensure transparency and equal treatment of all Applicants and is being provided to all Applicants. Applicants must comply with the rules for this procurement as set out in the SSQ Pack.
- 4.3. By submitting a SSQ Response, Applicants confirm their acceptance of the terms and conditions and supporting guidance of the SSQ and all other associated Procurement Documents.
- 4.4. Any failure to comply with these instructions will invalidate or result in an Applicant's SSQ Response or Quote (should it take part in the ITQ stage after being accepted onto the DPS) being rejected.
- 4.5. Where any question in the SSQ refers to relevant UK legislation, non-UK Applicants must answer on the basis of applicable laws in the Applicant's own jurisdiction.
- 4.6. All financial information must be provided in pounds sterling (£) and must be converted using the European Central Bank Euro foreign exchange reference rates at the date that the SSQ Response is submitted.
- 4.7. Where a word limit has been applied to Professional and Technical questions (Section 8.7 Questions), any information that exceeds the word limits stated will be excluded from evaluation. For the absence of doubt, this means that evaluators will read the maximum word limit stipulated for each question answered and disregard anything beyond that limit. Unless requested, attachments should not be included as they will not be read or considered as part of the evaluation. This includes any policy and procedures that are referenced in the responses unless these have been explicitly requested in the relevant question to be presented at the point of submission.
- 4.8. The Authority shall not be committed to any course of action as a result of:
- 4.8.1. issuing the OJEU Notice or the SSQ;
  - 4.8.2. communicating with an Applicant, an Applicant's representative or agent in respect of this procurement; or
  - 4.8.3. any other communication between the Authority (whether directly or through its agents or representatives) and any other party.
- 4.9. The Authority may, in its absolute discretion and at any time prior to entering into the Contract:

- 4.9.1. cancel or withdraw from the procurement;
  - 4.9.2. elect not to award any Contract;
- 4.10. The Applicant's SSQ Responses and/or Quote may form part of the Contract should that Applicant be successful.
- 4.11. Copyright in the Procurement Documents is vested in the Authority. The Procurement Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except for the purpose of preparation of a SSQ Response. All documentation supplied by the Authority in relation to the SSQ Pack is and shall remain the property of the Authority and must be returned or destroyed on demand, without any copies being retained.
- 4.12. The Authority may require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any SSQ Response and/or Quote resulting in the award of the Contract.
- 4.13. **Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses within the specified timescale, may result in an Applicant not receiving an invitation to participate further in this procurement.**
- 4.14. The Authority is not bound to shortlist any organisation that submits a SSQ Response and reserves the right to discontinue the current process and/or processes pursuant to the successful completion of the process, at any time at no cost to the Authority. Further, any action on the part of the Authority or the applicant which might be construed as creating a legal relationship will not be construed as such, save as may be inferred at law, or there is specific correspondence or agreement creating a contractual relationship.
- 4.15. It is the responsibility of each Applicant to ensure that it has all the information needed to prepare its SSQ Response and Quote.
- 4.16. Each Applicant agrees fully to indemnify the Authority, its employees, agents and advisers against all claims, damages, losses, costs and expenses (including legal fees) arising out of their breach of the terms of use of the Portal or any other liabilities arising out of the Applicant's use of the Portal, including but not limited to the use by any third party accessing the Portal using the Applicant's username and password.
- 4.17. Without limitation to the generality of paragraphs 4.17 and 4.16, any Applicant relying on the financial robustness of capabilities of a third party (whether as part of a consortium bid or otherwise) must ensure that such other entity(s) offer unlimited financial support to the Successful Bidder in the event that a Contract is awarded to it.
- 4.18. Notwithstanding paragraphs 4.15 and 4.16, The Authority reserves the right to request financial accounts and/or other forms of evidence to assess the financial stability and capability and capacity to deliver the service of third party organisations (whether as part of a consortium bid or otherwise) which are considered to be relied upon by the Successful Bidders to meet the minimum selection criteria.



## 5. OUTLINE TIMETABLE

- 5.1. Set out below is the proposed procurement timetable for the SSQ stage. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

Target Date	Activity
27/06/2018	Publish SSQ
30/07/2018 at 12:00	SSQ Return
30/07/2018 – 10/08/2018	Evaluation of SSQ
13/08/2018	Notification of Bidders of shortlisting to DPS

## 6. CLARIFICATIONS

- 6.1. The Authority will not enter into detailed discussion of the requirements at this stage.
- 6.2. Any questions relating to the SSQ stage of the procurement must be submitted in writing via the Portal's messaging system. No approach of any kind in connection with the SSQ or procurement shall be made to any other person within, or associated with, the Authority.
- 6.3. The SSQ Pack is being provided on the same basis to all Applicants.
- 6.4. The Authority expressly reserves the right to require an Applicant to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the SSQ Pack.
- 6.5. If the Authority considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Applicants.
- 6.6. All SSQ Responses received will be treated in confidence but will be subject to the Authority's statutory obligations under the Freedom of Information Act (FOIA) 2000 in accordance with paragraph 7 below and the Environmental Information Regulations 2004 (EIR).
- 6.7. The Authority will endeavour to answer any questions or requests for clarification, received in accordance with the specified clarification period as set out within the procurement timetable provided (see paragraph 5), and provided the Authority considers any such request to be appropriate for reply.

## 7. FOIA & EIR

- 7.1. The Authority is committed to meeting their legal obligations of, and is subject to the provisions of FOIA and EIR, both of which allow for a general right of access to information held by Public Authorities. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under these Acts the Authority may also decide to include certain information in the publication scheme, which the Authority maintains under the FOIA. The Authority will comply with the

requirements of the General Data Protection Regulations (GDPR 2018) in relation to all data held.

- 7.2. If an Applicant considers that any of the information included in its SSQ, or any request for clarification, is commercially sensitive, it must identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity in accordance with paragraph 8.5 below.
- 7.3. Applicants must be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it under the Act if a request is received and that this is entirely at the discretion of the Authority (subject to GDPR).
- 7.4. Applicants must also note that the receipt of any material marked 'confidential' or equivalent by the Authority shall not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

## **8. CONFIDENTIALITY**

- 8.1. For the purpose of this procurement "Authority Confidential Information" refers to all information (written or otherwise) provided by the Authority in the conducting of this and any other procurement exercise. This includes without limitation, all information contained within the SSQ Pack and all other documents and information provided during the course of this procurement, whether provided orally or in writing and information learnt by the Applicant as a result of participation in interviews or meetings with the Authority and its Partners.
- 8.2. Applicants must keep all information (whether written or oral) concerning the business and affairs of the Authority which it receives or obtains as a result of this procurement, or any other procurement conducted by the Authority, confidential unless that information already exists within the public domain other than by breach of this obligation or other act or omissions of the Applicant.
- 8.3. An Applicant which does not keep the Procurement Documents and any other such information confidential may (without prejudice to any other remedies that the Authority may have in relation to such breach of confidentiality) have its SSQ Response or Quote rejected.
- 8.4. Applicants must not disclose that they have been invited to quote, nor discuss the quote requirements or their intended submission nor canvass for its acceptance, other than with professional advisers who need to be consulted. In particular, Quote/SSQ Responses shall not be canvassed or discussed with any other Applicant/Bidder or member or officer of the Authority.
- 8.5. When providing information in relation to technical and professional ability as part of the SSQ Response, Applicants agree (subject to GDPR):

- 8.5.1. to waive any contractual or other confidentiality rights and obligations associated with these contracts; and
- 8.5.2. that the Authority may contact the named customer contact. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 8.6. The requirements of paragraph 8.1 shall apply equally to any sub-contractor or professional advisor consulted by Applicants. It is the responsibility of Applicants to ensure that any such sub-contractor or professional advisor abides by the terms of the SSQ.
- 8.7. During the course of this procurement, Applicants may disclose to the Authority information which they would like to remain confidential (“Applicant Confidential Information”).
- 8.8. Notwithstanding paragraph 7, the Authority will not disclose Applicant Confidential Information clearly communicated as such, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
- 8.9. Applicant Confidential Information should therefore be clearly identified in a separate annex detailing what harm may result from its disclosure and the time period applicable to that sensitivity.

## **9. CONFLICT OF INTEREST**

- 9.1. In accordance with question 3.1(g), the Authority may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
- 9.2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Applicant.

## **10. LIABILITY OF THE AUTHORITY**

- 10.1. The Authority does not accept any responsibility for any pre-quote representations made by it or on its behalf or for any other assumptions that Applicants may have drawn or will draw from any pre-quote discussions.
- 10.2. The Authority shall not be liable to pay for any preparatory work or other work undertaken by Applicants for the purposes of, in connection with or incidental to the SSQ Pack, or submission of its SSQ Response, Quote or any other communication between the Authority and any other party as a consequence of this procurement. Accordingly, Applicants are responsible for all of their own costs and expenses in connection with or arising out of their

Response to the SSQ, any other requirements of the SSQ, and their participation in any later stages of the procurement, regardless of whether the procurement is completed, abandoned or suspended.

- 10.3. Whilst the information in the SSQ Pack has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 10.4. Neither the Authority nor its advisors, or their respective directors, officers, members, partners, employees, other staff or agents:
  - 10.4.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the SSQ Pack or any other Procurement Documents; or
  - 10.4.2. accepts any responsibility for the information contained in the SSQ Pack (or any other Procurement Documents) 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.
- 10.5. Any persons considering submitting a SSQ Response or entering into a Contract with the Authority should make their own investigations and their own independent assessment of the Authority and its requirements for the Services and should obtain their own professional financial and legal advice.
- 10.6. Nothing in the SSQ Pack or in any other communication made between the Authority, or its agents and an Applicant, constitutes a contract, agreement or representation between the Authority and an Applicant (except where the Authority enters into a Contract in writing in accordance with this procurement).

## **11. INSTRUCTIONS FOR SUBMISSION OF SSQ**

- 11.1. Applicants must follow the instructions outlined below when compiling SSQ Responses.
- 11.2. Guidance Notes detailing how to download the documents, upload your responses and raise questions regarding the SSQ Pack, can be found within the 'Help' section on the 'Suppliers Area' of ProContract: <https://supplierhelp.due-north.com/>
- 11.3. Applicants should register their intent to respond by clicking on 'Register interest in this opportunity' on ProContract and following the instructions on the portal.
- 11.4. All submissions and questions relating to this procurement are to be made via the Portal.
- 11.5. Applicants must answer all questions as accurately and concisely as possible in the same order as the questions are presented in Schedule 1 The SSQ. Where an Applicant believes that a question is not relevant to its organisation this should be indicated, with an explanation.

- 11.6. Applicants shall ensure that any documents comprising the SSQ Response which require a signature are signed by hand, scanned and included within their submission.
- 11.7. Applicants are reminded that Consortium primary members, key parties to joint ventures, partnership arrangements and Special Purpose Vehicles (SPV), are now also required to submit responses to Part 1 and 2 of the SSQ.
- 11.8. Notwithstanding paragraph 11.7 applicants are further reminded that essential sub-contractors and any other legal entity relied upon by the Applicant to meet the selection criteria are now also required to submit responses to Part 1 and 2 of the SSQ.
- 11.9. Applicants must upload the completed SSQ document and any other additional information (e.g. self-cleaning evidence in connection with Part 2 of the SSQ; any information requested in Part 3) as their SSQ submission prior to the closing date indicated in this pack.
- 11.10. The information supplied will be checked for completeness and compliance before responses are evaluated.
- 11.11. SSQ Responses must be completed in English or accompanied by a complete and accurate English translation. If a translation is being provided the assessment will be carried out on the basis of the English translation.
- 11.12. Responses will be evaluated in accordance with the procedures set out in Schedule 3 – ‘Evaluation Method’.
- 11.13. Applicants must answer all questions truthfully, accurately and as fully as possible.
- 11.14. The Authority may require further information to check the validity of the information contained in an Applicant’s SSQ Response at any time throughout the procurement. Applicants should respond to all clarifications raised by the Authority as if such clarification request were a question in the SSQ and in accordance with the timescales specified in the relevant clarification request. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in or required by any questions/responses, within the specified timescale, may mean that Applicants will not be invited to participate further. The provision of fraudulent, false or misrepresented information will result in an Applicant’s SSQ Response or Quote being rejected.
- 11.15. Where a question is not relevant to the Applicant, the Applicant must confirm this in its response to the SSQ, with an explanation as to why this is the case. If you do not know the answer to a question, please write “not known”.
- 11.16. Any information and/or documents submitted in response to the SSQ Pack must relate to the Applicant only and no marketing or promotional material should be submitted.
- 11.17. Applicants may modify their SSQ Responses prior to the deadline for receipt. No SSQ Response may be modified after the deadline for receipt of SSQs.

- 11.18. Applicants must submit their completed SSQ via the Authority's eTendering system ([www.londontenders.org](http://www.londontenders.org)) no later than **12:00 hours on 30 July 2018**. Only SSQ Responses that are submitted by the deadline will be accepted by the Authority. It is the Applicant's responsibility to ensure submissions are uploaded on time. Completed SSQs may be submitted at any time before the closing date.
- 11.19. Acceptance of late SSQ Responses will be considered by the Authority, in its absolute discretion and only where an Applicant identifies, to the absolute satisfaction of the Authority (whose decision shall be absolute and final), that extraordinary circumstances beyond the reasonable management and control of the Applicant prevented the SSQ Response from being submitted on time. Applicants must keep their contact details on the eTendering tool up to date or they will be unable to receive communications from the Authority.
- 11.20. Where any information supplied to the Authority becomes inaccurate or significantly changes after the submission of a SSQ Response, the Applicant must notify the Authority as soon as practicable along with a full explanation of the changes and reasons for the changes. The Applicant might not be invited to quote if relevant information and records have not been provided by the requested/return date. Following notice of any such changes, the Authority may decide that the Applicant should not participate in this procurement as a result of any such change in information.

## **12. CONSORTIA ARRANGEMENTS AND SUB-CONTRACTING**

If the Applicant bidding for a requirement is doing so on behalf of a group of economic operators, the following information must be provided if they are successfully shortlisted following the SSQ assessment stage:

- full details of the make-up of the consortium; and
- the information sought in accordance with regulation 58 of the Public Contracts Regulations 2015 for each of the group of economic operators.

- 12.1. If a group of economic operators has not already formed a single legal entity, the Authority reserves the right to require a successful group of economic operators to form a single legal entity in accordance with regulation 19(6) of the 2015 Regulations.

Where applicants are proposing to create a separate legal entity, they will be requested to provide details of the actual or proposed percentage shareholding of the constituent members within the group of economic operators if they are successfully shortlisted following the SSQ assessment stage.

- 12.2. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Applicants should therefore respond in the light of the arrangements as envisaged at the point of submission. Applicants are reminded that any future changes proposed in relation to consortia must be notified to the Authority so that

it can make a further assessment by applying the selection criteria to the new information provided.

- 12.3. Newly formed legal entities may, at the Authority's discretion, be required to provide further evidence (from the successful bidder(s)) of similar contract/service undertakings in support of their submission.
- 12.4. If the Applicant intends to use sub-contractors to meet the selection criteria (as detailed in the OJEU), they must indicate this in the required section(s) of the SSQ (Section(s) 1.2 & 5.1-5.3) by inserting the relevant company/organisation details, the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the quote requirement.
- 12.5. Where the lead Applicant relies on sub-contractors to meet the selection criteria, such sub-contractors (i.e. essential sub-contractors) will be required to submit responses to Parts 1 and 2 of the SSQ.
- 12.6. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Applicants should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Applicants to proceed with the procurement process or to provide the Services. Therefore, if any of these circumstances changes in a significant way the Applicant is required to inform the Authority without delay. The Authority reserves the right to deselect the Applicant, prior to any award of a Contract, based on an assessment of the updated circumstances.

### **13. NON-COLLUSION, CANVASSING AND ANTI-BRIBERY**

- 13.1. The Authority may disqualify (without limiting any other civil remedies available to the Authority and without limiting any criminal liability which such conduct by an Applicant or consortium member may attract) any Applicant or organisation comprising part of an Applicant who, in connection with this procurement (refer also to paragraph 16 below):
  - 13.1.1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the SSQ or subsequent quote;
  - 13.1.2. commits any act which would constitute a breach of the Bribery Act 2010;
  - 13.1.3. canvasses any officer or member of the Authority or any person acting as an advisor to the Authority in connection with the SSQ or subsequent quote; or
  - 13.1.4. contacts any officer of the Authority prior to conclusion of the Contract with the Successful Bidder about any aspect of the SSQ Pack in a manner not permitted by the SSQ Pack (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Applicant of such officer).
  - 13.1.5. fixes or adjusts the amount of its Quote by or in accordance with any agreement or arrangement with any other Applicant or consortium member of an Applicant (other than a member of its own consortium or supply chain);
  - 13.1.6. enters into any agreement or arrangement with any other Applicant or consortium member of an Applicant to the effect that it shall refrain from submitting a SSQ

Response or (if applicable) a Quote or as to the amount of any Quote to be submitted;

- 13.1.7. causes or induces any person to enter such agreement as is mentioned in either paragraph 13.1.5 or 13.2.2 or to inform the Applicant or consortium member of an Applicant of the amount or approximate amount of any rival Quote;
  - 13.1.8. communicates to any person other than the Authority the amount or approximate amount of its proposed Quote (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Quote).
- 13.2. Applicants are required to complete fully and return all declaration(s) set out at Schedule 1 (the SSQ).

#### **14. TAKING ACCOUNT OF APPLICANTS' PAST PERFORMANCE**

- 14.1. In accordance with question 3.1(j), the Authority may assess the past performance of an Applicant (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Applicant completing the SSQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.
- 14.2. In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Applicant selection, quote evaluation, contract award stage etc.). Applicants may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

#### **15. 'SELF-CLEANING'**

- 15.1. Any Applicant that answers 'Yes' to questions 2.1 (a), 2.2, 2.3, 3.1 (3.2), 8.2. (a) and (b) , 8.4. (a), 8.5.(b) should provide sufficient evidence, in a separate Appendix, if necessary, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question.



The Applicant has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

- 15.2. If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.
- 15.3. In order for the evidence referred to above to be sufficient, the Applicant shall, as a minimum, prove that it has:
  - 15.3.1. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct or breach;
  - 15.3.2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
  - 15.3.3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct or breach.
- 15.4. The measures taken by the Applicant shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct or breach. Where the measures are considered by the Authority to be insufficient, the Applicant will fail the question and be given a statement of the reasons for that decision. **If the applicant fails the question then the whole submission will fail (refer to paragraph 18 below).**

## **16. APPLICANT SELECTION**

- 16.1. The objective of the pre-qualification process is to assess the responses to the SSQ and select Applicants to be accepted onto the DPS.
- 16.2. The Authority may disqualify any Applicant who:
  1. fails to comply with the requirements of Regulation 57 of the Public Contracts Regulations 2015 (as amended) and/or fails to certify that it has fulfilled these requirements;
  2. fails to supply requested information by the specified timescale set by the Authority. (refer to paragraph 4.13);
  3. fails to provide a satisfactory response to any questions in the SSQ or inadequately or incorrectly completes any question;
  4. submits its completed SSQ after deadline;
  5. Declares a conflict of interest as detailed in paragraph 9.1 which cannot be remedied (or a conflict of interest is determined by other means which cannot be remedied).
- 16.3. The authority will fail an applicant who:
  1. Has failed any question annotated as Pass/Fail in Schedule 3 SSQ 'Evaluation Method'

2. Has instigated measures deemed insufficient by the council in the 'self-cleaning' process as defined under paragraph 15 above.
- 16.4. The Applicants who comply with the above grounds; the requirements of paragraph 13 above and pass on the questions annotated as Pass/Fail in 'Schedule 3 SSQ Evaluation Method' shall be evaluated on the qualification criteria listed under Schedule 3 'SSQ Evaluation Method' which takes into account the technical and/or professional ability of the Applicant and will be evaluated in accordance with Regulations 58 of the Public Contracts Regulations 2015 (as amended). Shortlisted Applicants will be accepted onto the DPS.
- 16.5. For method of evaluation of your responses to this SSQ please refer to Schedule 3 'SSQ Evaluation Method'.
- 16.6. The Authority may seek independent financial and market advice to validate information declared or to assist in the evaluation.
- 16.7. Some supporting documents are not required at this point (for example certificates, statements with this questionnaire.) However, the Authority may ask to see these documents later, so it is advisable you ensure they can be made available upon request. You may also be asked to clarify your answers or provide more details about certain issues.
- 16.8. Evaluation of quotes at the award stage will be undertaken in accordance with the evaluation criteria as outlined in the draft invitation to quote documentation.

## **17 SSQ RESPONSE TEMPLATE**

- 17.1. Applicants should answer the questions set out in Schedule 1 (the SSQ).

## **18. PASS/FAIL CRITERIA**

- 18.1. **Where the 'SSQ Evaluation Method' (Schedule 3) states that a question is Pass/Fail, this means that if an applicant has deemed to fail the question, they have failed the complete SSQ process and will NOT be shortlisted. Where questions request validation or proof of self-cleaning, and the evidence provided is not deemed adequate, then the council may fail that applicant and they will take no further part in the procurement process (refer also to paragraphs 15 and 16 above and paragraph 19 below).**

## **19. POTENTIAL SUPPLIER INFORMATION: PART 1, PART 2 AND PART 3 (INCLUDING EXCLUSION GROUNDS PART 1 AND PART 2).**

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

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<sup>1</sup> For the list of exclusion please see [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

- 19.2. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example; these could be parent companies, affiliates, associates, or essential sub-contractors if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Essential sub-contractors that you rely on to meet the selection criteria, must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).
- 19.3. When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.
- 19.4. **Supplier Selection Questions: Part 3:** The suite of documents will provide instructions on the selection questions you need to respond to and how to submit those responses. Schedule 3 SSQ Evaluation Method explains the scoring methodology for the questions. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors (i.e. essential sub-contractors) you should complete all of the selection questions on behalf of the consortium and/or any essential sub-contractors. You must also complete Part 3 Section 5. If you are not bidding on behalf of a group (consortium) or sub-contractors are not being used, you do not need to fill in this Section 5, please insert the words 'Not Applicable' in the box adjacent to 'Name of Organisation'
- 19.5. If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the shortlist decision.
- 19.6. **Consequences of misrepresentation:** If you seriously misrepresent any factual information in filling in the Selection Questionnaire **in relation to any question**, and so induce an authority to enter into a contract, there may be significant consequences. **You may be excluded from the procurement procedure, and from bidding for other contracts for three years.** If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you would be excluded from further procurements for five years.

## 20 SSQ EVALUATION

- 20.1. For further details regarding the evaluation of the SQ, please refer to Schedule 3 'SSQ Evaluation Method'. (refer also to paragraphs 15, 16 and 17 above).