



Dated 27th March 2020

Stroud District Council

Procurement for Planned Maintenance Works (H1763 Planned 2020-25)

Selection Questionnaire – Instructions for Completion

Contract Notice: 2020-041874

Restricted Procedure

Response due in no later than 12:00:00 1st May 2020

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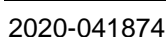
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1 Introduction

- ## 2 Background to SDC

- Figure 1: Stroud District



There are 10 electoral divisions in Stroud district. These are Bisley and Painswick; Cam Valley; Dursley; Hardwicke and Severn; Minchinhampton; Nailsworth; Rodborough; Stonehouse; Stroud Central; Wotton-under-Edge.

The county is split into 142 district council wards. Stroud is made up of 30 wards, these are Amberley and Woodchester; Berkeley; Bisley; Cainscross; Cam East; Cam West; Central; Chalford; Coaley and Uley; Dursley; Eastington and Standish; Farmhill and Paganhill; Hardwicke; Kingswood; Minchinhampton; Nailsworth; Randwick, Whiteshill and Ruscombe; Painswick; Rodborough; Severn; Slade; Stonehouse; The Stanleys; Thrupp; Trinity; Uplands; Upton St Leonards; Vale; Valley; and Wotton-under-Edge.

- 2.1.2 The total area of Stroud is 47,604.57 hectares. The ward with the largest area is Severn, representing 12.10% of the total area of the council.
- 2.1.3 The total resident population of Stroud is 112,779. The ward with the largest population is Stonehouse, representing 6.85% of the total resident population of the area. The district's population has increased by 4,881 people, or 4.5% since 2001. This increase was lower than the Gloucestershire average of 5.7%. The proportion of people aged under 18 and 65 and over was higher in Stroud than the county as a whole. The district has an under representation of working age residents compared to the county average.
- 2.1.4 2.1% of residents in Stroud were from Black and Minority Ethnic Groups (BME). This represented 2,353 people. The proportion of BME residents was lower than the countywide average of 4.6%.
- 2.1.5 There were 47,794 households in Stroud in 2011. The number of households has increased by 7.1% since 2001, representing an additional 3,177 households. This increase was the same as the Gloucestershire average of 7.1%. In Stroud households occupied by married couples with dependent children were the most common household type, representing 16.8% of total households
- 2.1.6 The Indices of Deprivation are a national measure of deprivation and provide a means of comparing areas relative to one another.
- They are based on Lower Super Output Area (LSOA) geography. There are 69 LSOAs in Stroud. According to the overall Index of Multiple Deprivation, 24 of Stroud's LSOAs are amongst the least deprived 20% in England, none are in the most deprived 20% in England.
- The Indices of Deprivation also provide a measure of deprivation for various themes including Income Deprivation Affecting Children and Income Deprivation Affecting Older People. 24 of Stroud's LSOAs are amongst the least deprived 20% in England in terms of Income Deprivation Affecting Children, none are in the most deprived 20% in England. 19 of Stroud's LSOAs are amongst the least deprived 20% in England in terms of Income Deprivation Affecting Older People, none are in the most deprived 20% in England.
- 2.1.7 In 2016, 59% of the predominantly rural population was of working age, 16 to 64 (65% for predominantly urban). In 2039, it is expected that only 52% of the

population of predominantly rural areas will be of working age (61% for predominantly urban). Clearly for predominantly rural areas the availability of people who are within the working age group (aged 16 to 64) is both a current issue, and one that will become more significant in the future with the proportion of total population within this age bracket diminishing each year. Naturally the age bracket that is considered to be of working age is likely to be extended in the future as people work into older age, yet it is important to understand the age demographic from which employers will be recruiting

2.2 Health and Wellbeing

- 2.2.1 In 2011 there were 93,490 people in Stroud who described their general health as good or very good, this equates to 82.9% of the total population. This was similar to the county average of 82.7% of the total population. There were 18,852 people in Stroud with a long term health problem or disability that limited their day to day activities, this equates to 16.8% of the total population. This was similar to the county average of 16.7%. The number of residents with a long term limiting illness or disability has increased by 10.3% since 2001.
- 2.2.2 There were 4,588 crimes in Stroud in 2012/2013, this equates to a rate of 40.6 crimes per 1,000 people. This was lower than the county average of 50.6 crimes per 1,000 people. The number of crimes has decreased by 6.6% since the previous year. In 2012/2013 there were 4,332 police recorded incidents of anti-social behaviour, this equates to a rate of 38.3 incidents per 1,000 people. This was lower than the county average of 41.4 incidents per 1,000 people. The number of anti-social behaviour incidents has decreased by 3.9% since the previous year.

3 The Programme

3.1 Contract Areas

- 3.1.1 SDC will enter into one Contract with a single Service Provider being appointed to that Contract to deliver the entire Programme.
- 3.1.2 Planned maintenance works will be in respect of the one "Area", as follows:
- (a) "Area" 1:
- Amberley and Woodchester
 - Berkeley
 - Bisley
 - Cainscross
 - Cam East
 - Cam West
 - Central
 - Chalford
 - Coaley and Uley
 - Dursley
 - Eastington and Standish
 - Farmhill and Paganhill

- Hardwicke
- Kingswood
- Minchinhampton
- Nailsworth
- Randwick
- Whiteshill and Ruscombe
- Painswick
- Rodborough
- Severn
- Slade
- Stonehouse
- The Stanleys
- Thrupp
- Trinity
- Uplands
- Upton St Leonards
- Vale
- Valley
- Wotton-under-Edge

3.1.3 Applicants are directed to the Invitation to Tender which sets out a package of works which represents the likely works which will be covered by the Contract.

3.1.4 The contract (together with the other procurement documents) will provide the context against which SQ Responses will be assessed and against which answers should be prepared.

3.2 **Contract Value**

3.3 The anticipated value of the Programme is £16,000,000. Applicants should note that these figures are indicative only and are not a guarantee of any level of actual spend.

4 **SDC's Aims**

4.1.1 SDC has adopted the methodology, which bases work on a clear understanding of a relationship between:

- (a) Purpose – Do the correct work at the right time;
- (b) Measures – data provides information on whether SDC are meeting purpose and whether SDC's system is improving the service it delivers; and
- (c) Method – the method enables staff to experiment to improve all of the measures as they have an understanding of what matters to customers and use data to help improve the system.

4.1.2 The purpose, '**Do the Correct Work at the Right Time**', applies to all of SDC's maintenance services. For its planned works SDC has found that what matters from the customer's point of view to be:

- (a) ensuring safety
 - (b) promoting effective communication with customers
 - (c) working to agreed timescales and in line with the agreed tendered rates
- 4.1.3 SDC will utilise the Tenderers costs included in the cost model as the basis for budgeting, pre-scheduling and finalising the individual planned work-streams in line with the agreed price framework. NHF SOR V7.1 may be used where an element of work has not been covered by the cost model. It is at SDC sole discretion to which costing methodology (cost model rates or NHF SOR V7.1) will be used to value works
- 4.1.4 As part of this SDC expects its contractors to provide the same level of commercial drive that they would on any other contract. SDC will operate performance **targets** and performance **management** to ensure proper productivity and increasing efficiency.
- 4.1.5 Continuous improvement of the service is important. Nothing above should be seen as static or sacrosanct, which means that our system evolves and improves. SDC does not own the system. It is operated by the partnership to enable the best delivery of the service for the customers.
- 4.1.6 SDC is striving to find the best way of making the service seamless from the customer's perspective so bringing partners and their respective IT systems together to create a unified way of working.
- 4.1.7 To make this happen SDC needs contractors who have a belief in a partnership approach and who will work with us to find the best way of making this the best possible system for the residents of Stroud.

5 Procurement Timetable

5.1 SQ Responses must be submitted by 12:00:00 on 1st May 2020.

5.2 The timetable for this Procurement is as follows (please note that SDC reserves the right to amend this at any point):

Key Stage	Estimated / Actual Date
Publish Contract Notice and procurement documents	27 th March 2020
Deadline for clarification questions in respect of SQ	12:00:00 on 24 th April 2020
SQ Response submission deadline	12:00:00 on 1 st May 2020
Evaluation of SQ Responses	1 st May to 15 th May 2020
Shortlisting and Approvals	15 th May 2020

Issue of Invitation to Tender Document	15 th May 2020
Deadline for clarification questions in respect of Tender Documents	12:00:00 on 12 th June 2020
Deadline for submission of Tenders	12:00:00 on 19 th June 2020
Evaluation of Tenders	19 th June to 10 th July 2020
Site Visits / Interviews / Moderation	13 th to 17 th July 2020
Identification of Preferred Tenderer	22 nd July 2020
Approval of award decision	July 2020
Statutory Leasehold Process	July to August 2020
Regulation 86 letters issued to Tenderers	August 2020
Mandatory standstill period	August 2020
Finalisation of Contract with Preferred Tenderer	September 2020
Publication of Contract Award Notice/ Contracts Finder Notice	Within 30 days of award

6 **Portal**

- 6.1 Responses to the SQ must be submitted via <https://www.supplyingthesouthwest.org.uk/> (the **Portal**).
- 6.2 The Portal is freely accessible to Applicants and is not subject to any paid membership or other charges. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Applicants are advised to complete their SQ Responses in advance of the submission deadline to allow time to request any required guidance. It is the responsibility of Applicants to ensure they are familiar with the Portal and allow sufficient time for submitting SQ Responses.
- 6.3 SDC is not responsible for inaccurate or incomplete contact information input into the Portal by Applicants. It is the responsibility of an Applicant to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this Procurement may not be received by an Applicant should the contact information be inaccurate.
- 6.4 If at any stage an Applicant needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. SDC is under no obligation to respond/follow up on 'out of the office' responses received from an Applicant and Applicants will need to make appropriate arrangements to deal with absences.
- 6.5 For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the helpdesk between 8.00am and 6.00pm

Monday to Friday on x (or x if outside the UK) or email x. This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this Procurement should be submitted via the Portal.

7 Submission Requirements

- 7.1 Please complete all parts of the questionnaire at Annex 1 fully, providing all the necessary supplementary information, before returning it to SDC by the deadline noted above.
- 7.2 Applicants should answer all questions as accurately and concisely as possible. Answers should be clear and well-presented. Where a question is not relevant to the Applicant's organisation, this should be indicated, with an explanation.
- 7.3 SQ Responses should be submitted in Arial font size 11. Supporting information should be presented in the same order as, and should be referenced to, the relevant question. Permitted appended documents should be numbered and referenced clearly and listed as part of SQ Responses.
- 7.4 Questions should be answered in English and all supporting documentation should be in English.
- 7.5 The page limit for responding to the scored questions is 15 pages of A4 (single sided, single spaced). Any part of an SQ Response which exceeds this limit will be disregarded.
- 7.6 SDC may ask for further information at any point up to the entry into the Contract to satisfy itself that an Applicant continues to qualify. Failure to provide such information may lead to the Applicant being disqualified from further consideration.
- 7.7 SDC reserves the right to disqualify any Applicant if it becomes aware that the Applicant did not qualify at the time its SQ Response was submitted or that the Applicant no longer qualifies, at any time before the formal entry into the Contract.

8 Communication Protocol

- 8.1 Any questions about this Procurement should be submitted via the Portal. Any communication or attempt to contact any member of SDC's staff, officers or councillors may result in your organisation being disqualified from this Procurement and not considered further.
- 8.2 If SDC considers any question or request for clarification to be of material significance to all Applicants, both the query and response will be communicated to all Applicants who have requested to participate.
- 8.3 Applicants are required to submit any questions or requests for clarification before 12:00:00 on 24th April 2020.
- 8.4 Applicants are directed further to paragraph 16 (Confidentiality), paragraph 13 (FOIA and EIR) and paragraph 14 (SBEEA), below.

9 Purpose of the Selection Questionnaire

- 9.1 The SQ is designed to identify those Applicants which are suitably qualified to perform the Contract. As well as basic checks on, e.g., employment and health and safety records, it

will also assess financial, technical and professional ability relevant to the performance of the Contract.

9.2 SQ Responses will be evaluated by SDC in accordance with the evaluation methodology set out at Annex 2 and a shortlist of a maximum of eight (8) Applicants will be invited to submit Tenders. Where less than eight (8) Applicants qualify for this shortlist, SDC may proceed with this Procurement in line with Regulation 65(7) of the Public Contracts Regulations 2015 where it is satisfied its internal rules and regulations allow it to do so.

9.3 The SQ is designed to be straight forward and simple. However, there is some important information in this document which Applicants must read. Failure to adhere to the terms and conditions of the SQ may result in Applicants being rejected from this Procurement.

10 **No liability**

10.1 SDC does not accept any liability to any Applicant in respect of this Procurement, the SQ or any supporting document. Applicants are reminded that SDC may at any time amend or cease this Procurement. No part of this Procurement is intended to be an offer of contract. No contract will be entered into by SDC other than where a written contract is duly signed by SDC.

11 **Self-certification and providing evidence**

11.1 SDC will not shortlist Applicants who are unable to prove what they have claimed in their SQ Response. To do otherwise would be to take a place away from a deserving Applicant and results in increased costs for both SDC and the Applicant. Accordingly, Applicants **must provide all required evidence** in support of their SQ Responses. Where evidence is required, this is set out in Annex 2, Evaluation Criteria and is clear in the questions in the SQ.

11.2 Where evidence is available via a free-of-charge national database, Applicants may direct SDC to that database instead of providing it with their SQ Response. Applicants must name the repository, the website and the file required. Where any of these details are incorrect, the Applicant will be deemed to have not produced the evidence required and may be rejected from this Procurement. If in doubt, SDC suggests that evidence is submitted with SQ Responses.

12 **Groups and essential sub-contractors**

12.1 "Groups" refers to situations where more than one entity applies together. This may be a consortium of entities, a Special Purpose Vehicle, a Joint Venture, etc.

12.2 Where a sub-contractor is being relied on to satisfy the financial, technical or professional criteria, it is referred to as an "essential sub-contractor". This includes where the Applicant would not qualify but for that sub-contractor and where the Applicant refers to that sub-contractor in its SQ Response as demonstrating the requisite abilities and/or experience.

12.3 When applying as part of a group or making use of essential sub-contractor, the way the SQ Response is filled out is slightly different. Whereas only **one** response is required for Part 3 of the SQ, **every** essential sub-contractor and **every** entity which forms the group must fill out and submit Parts 1 and 2 (including the declaration). This would mean every entity which forms part of a consortium, every Joint Venture partner, and so on.

- 12.4 The one response to Part 3 is a composite response and is filled out by the 'Lead Applicant' (see below). This means that experience can be drawn from any or all members of the group or any of the essential sub-contractors. It does not mean that reference can be made only to the Lead Applicant.
- 12.5 Groups must identify a 'Lead Applicant'. This is the entity which is the contact for the purposes of this Procurement. In addition, the group must state the entity which is going to enter into the Contract. This is very important. A Lead Applicant may fill out the SQ Response and be the lead for the group, but this will not normally be the entity which is to enter into the Contract. Only the entity listed as being contractually responsible will be qualified to enter into the Contract, if successful. Any new entity will have to be assessed and will be so only at the discretion of SDC.
- 12.6 SDC recognises that groups and lists of essential sub-contractors are subject to change, as members leave and/or are replaced. Applicants must, where possible, give SDC reasonable notice that any change is about to happen; Applicants are required to immediately notify SDC when a change does happen. SDC may reassess the application to ensure it still qualifies in accordance with the criteria set out at Annex 2 but Applicants should note SDC is under no obligation to do so.
- 12.7 SDC will require groups to form a single corporate entity before entering into the Contract. The specific form is not prescribed (i.e. limited company, partnership, limited liability partnership). Applicants should bear this in mind when answering question 1.2(a) of the SQ. Groups must provide the **actual or proposed percentage shareholding** of that entity.
- 13 **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
- 13.1 SDC is a public authority under the Freedom of Information Act 2000 (**FOIA**) and Environmental Information Regulations 2004 (**EIR**). Under FOIA and EIR members of the public or any interested party may make a request for information held by SDC at the time of the request.
- 13.2 SDC will consider the disclosure of any information contained in an SQ Response (whether successful or unsuccessful), subject to the exemptions under FOIA or EIR (as appropriate). Applicants should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to an SQ Response may not exempt the same from disclosure under FOIA or EIR.
- 13.3 If an Applicant considers that all or any part of its SQ Response and/or any specific information contained therein constitute a "trade secret", or that information contained therein is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in FOIA or EIR, the Applicant should:
- 13.3.1 attach information it considers to be commercially sensitive; and
- 13.3.2 identify the particular exemption that the Applicant claims applies in the particular circumstances. Applicants should do so in full knowledge of the relevant terms of the Secretary of State's Code of Practice under Section 45 of FOIA (the **FOIA Code**) and Regulation 16 of EIR (the **EIR Code**), giving advice

to public authorities on the handling of requests. This will enable Applicants to make such claims based on reasons that address the requirements of the FOIA Code or the EIR Code (as appropriate). Further information about FOIA, EIR and a copy of the FOIA Code and EIR Code is available from the Information Commissioner's website at: <https://ico.org.uk/for-organisations/guidance-index/freedom-of-information-and-environmental-information-regulations/>

- 13.4 Applicants should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption from FOIA or EIR, SDC has complete discretion in deciding whether such documents and/or information should be disclosed under FOIA or EIR.

14 **Small Business Enterprise and Employment Act 2015**

- 14.1 Applicants are to note that SDC is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Public Procurement Review Service is empowered to investigate concerns raised on the Crown Commercial Service's website about public sector procurement exercises. SDC is required to assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require SDC to disclose any information contained in SQ Responses by Applicants.

15 **Responsibility for SQ Responses**

- 15.1 Applicants are responsible for obtaining all information necessary for the preparation of their SQ Responses. All costs, expenses and liabilities incurred by any Applicant in connection with the preparation and submission of an SQ Response are to be borne by that Applicant. Applicants must satisfy themselves of the accuracy of any information provided and neither SDC nor its advisors accept responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Applicants of such information.
- 15.2 SDC and its advisors make no representation regarding any Applicant's financial stability or standing, technical competence or ability in any way to carry out the Contract.

16 **Confidentiality**

- 16.1 All information supplied in connection with the SQ must be treated as confidential and Applicants must not, without the prior written consent of SDC, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where consultation is required for the preparation of an SQ Response and where that communication is on a strictly confidential basis).
- 16.2 Each Applicant warrants to SDC that no document that it submits as part of its SQ Response infringes any intellectual property rights (including without limitation, patents, trade marks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, and any applications for protection of the any of them). SDC reserves the right to retain all SQ Responses submitted.
- 16.3 Each Applicant undertakes to indemnify SDC against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.

Annex 1

Selection Questionnaire

See Excel Document for SQ

Annex 2

Evaluation Criteria

1 Evaluation criteria

- 1.1 SQ Responses will be subject to an initial compliance check to ensure all relevant questions have been answered and all evidence has been included where applicable. SDC may clarify with Applicants where it appears information is missing. Where information is missing, the SQ Response will be rejected and not considered further.
- 1.2 Following the initial compliance check, SDC will evaluate the pass/fail questions **except** for Question 4 (Economic and Financial Standing). Where any response has been awarded a "fail", that Applicant's SQ Response will be rejected and not considered further.
- 1.3 Following the pass/fail assessment, the remaining responses to the scored questions will be evaluated in line with the evaluation criteria set out below. Scores will be rounded to two decimal places where necessary. A shortlist of a maximum of eight (8) and a minimum of five (5) Applicants which are the highest scoring in line with the evaluation criteria, below, will then be assessed against Question 4 (Economic and Financial Standing). If any shortlisted Applicant fails to pass this criterion, the next placed Applicant which is otherwise qualified will be added to the shortlist, subject to an assessment against Question 4 (Economic and Financial Standing).
- 1.4 The shortlisted Applicants will then be invited to submit Tenders.
- 1.5 The SQ is made up of a number of questions which are either for information only, pass/fail or scored. Each question is categorised below and guidance on the Requirements which SDC is seeking and evaluating SQ Responses for is also provided (where relevant).

2 For information only:

Question	Completed By	Requirements
1.1 – Potential Supplier Information	All Applicants on an individual basis. This will include all members of a group including essential sub-contractors.	Information only – not evaluated
1.2 – Bidding	All Applicants on an individual basis.	Information only – not evaluated

Model	<p>This will include all members of a group including essential sub-contractors. For groups, the entity which is intended to enter into the Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Applicant.</p> <p>SDC will require groups to form a single legal entity ahead of entering into the Contract. Please note actual or proposed shareholding of this entity.</p>	
1.3 - Declaration	<p>All Applicants on an individual basis must sign its <u>own declaration</u>.</p> <p>This will include all members of a group including essential sub-contractors.</p>	Information only – not evaluated
4.1 – Economic and Financial Standing (provision of documentation)	<p>The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.</p> <p>Where you are relying on another entity (e.g. your parent company) to pass the financial threshold, please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).</p> <p>The Lead Applicant should fill this out on behalf of a group. Where the Lead Applicant is not submitting this information (e.g. another member of the group is being relied on, or a parent company is being</p>	Information only – not evaluated

	<p>relied on), please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).</p> <p>Information must be provided with SQ Responses.</p>	
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3 Pass/fail – please note that where a "fail" is awarded at any point, this will result in the SQ Response being rejected and not considered further:

Question	Completed by	Requirements
2.1 and 2.2 – Mandatory Exclusion Grounds	<p>All Applicants on an individual basis.</p> <p>This will include all members of a group including essential sub-contractors.</p>	<p>2.1 - Answering "yes" to any of these grounds will result in your organisation being awarded a "fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning.</p> <p>2.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions".</p>
2.3 – Mandatory Exclusion Grounds (tax / social security)	<p>All Applicants on an individual basis.</p> <p>This will include all members of a group including essential sub-contractors.</p>	<p>Answering "yes" will result in your organisation being awarded a "fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning.</p>
3.1 and 3.2 – Discretionary Exclusion Grounds	<p>All Applicants on an individual basis.</p> <p>This will include all members of a group including essential</p>	<p>3.1 - Answering "yes" may result in your organisation being awarded a "fail". SDC will consider the evidence provided (see question 3.2, below) and assess whether the good standing, economic and financial standing and/or technical and/or professional ability of the Applicant is significantly undermined.</p>

	sub-contractors.	3.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions".
4.2 – Economic and Financial Standing	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Financial Assessment will be measured on the Applicants financial position, strength, capacity, capability and dependency, with reference to them being able to meet the specific needs of the Contract.</p> <p>Applicants will be assessed on the level of risk that potentially appointing them would present to SDC and Applicants identified as having cause for concern will be considered for elimination at this stage.</p> <p>The following will be used to assess financial strength:</p> <p>The financial threshold is as follows:</p> <ul style="list-style-type: none"> • Annual turnover of Seven million GBP (£7,000,000 or above) <p>Failure to meet the financial threshold will result in a "fail" being awarded.</p> <p>The remaining evaluation will only be carried out for Applicants being considered for Invitation to Tender.</p> <p>The evaluation will consider the Applicants financial position, strength, capacity, capability and dependency, with reference to being able to meet the needs of the specific Contract(s).</p> <p>Applicants will be assessed on the level of risk that potentially appointing them would present to SDC.</p> <p>SDC shall first establish the Applicant's credit rating using a CreditSafe report to give</p>

		<p>a broad appraisal of financial standing.</p> <p>A risk rating of “Satisfactory” or above with a financial standing of over 60% will result in a “pass”.</p> <p>Where an Applicant has a rating below “Satisfactory”/ with a financial standing of less than 60% or where a CreditSafe report is not available, SDC will review the information provided pursuant to 4.1 to establish whether the Applicant has sufficient standing notwithstanding the risk rating.</p> <p>The following criteria will be used to assess the financial standing of the Applicant where the risk rating requirement is not met or where a CreditSafe report is not available:</p> <ul style="list-style-type: none"> • The information provided in 4.1 to demonstrate the Applicants economic/ financial standing • Key aspects in assessing risk will be: <ul style="list-style-type: none"> ▪ Current ratio of liquid assets to liabilities (a ratio less than 1:1 will be a cause for concern) ▪ Fixed assets to net worth (A cause for concern will be where this is less than 2%) ▪ Cash balance to turnover (A cause for concern will be where this is less than 1%) ▪ Creditor/ sales days (A cause for concern will be where this is greater than 70 days from point of invoice) <p>Where an Applicants assessment results in a cause for concern and elimination is being considered SDC will provide feedback to the Applicant who shall respond within two working days. The Applicants response may include proposals to mitigate any cause for concern; e.g. provision of a Parent Company Guarantee.</p>
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		<p>Where a response is unsatisfactory and a cause for concern remains or a response is not received by SDC within the deadline, this will result in a “fail”.</p> <p>Applicants may obtain information regarding their financial risk rating before submitting a tender, from CreditSafe</p> <p>SDC reserves the right to ask potential providers to submit further financial information.</p> <p>Where an Applicant is relying on a Guarantor that Guarantor will be subject to the same tests as set out above.</p> <p>Please note that if the entity being relied on to pass the financial threshold is an entity other than the one who is listed as entering into the Contract (if successful) (see question 1.2, above), a form of guarantee acceptable to SDC must be entered into prior to entering into the Contract.</p>
5 – Economic and Financial Standing (wider groups)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	Please note that where a parent company is being relied on to pass the financial threshold, these details must be provided under questions 4.1 and 4.2. Failure to offer a parent company guarantee or other guarantee on the terms set out by SDC will result in a "fail".
6.1 or 6.2 – Relevant Experience and Contract Examples	Groups are reminded that references can be from any member of the group but are also reminded that, where members which are relied on leave the group, the group will be subject to reassessment in accordance with this SQ.	<p>This question is designed to assess whether Applicants have worked on similar contracts (in terms of subject matter, nature and value) in the last five (5) years. It is not designed to be a summary of specific skills (please see further scored questions below).</p> <p>Applicants are required to set out their experience and specifically how they work towards meeting the customers 'nominal value', i.e. what the customer wants and the way they want it for void related work streams</p> <p>Please keep details factual and to a minimum. References provided must be willing</p>

		<p>to confirm the accuracy of the information in writing.</p> <p>A "fail" will be awarded where an Applicant is unable to demonstrate it has worked on contracts of a similar subject matter, nature and value to this Contract and that Applicant cannot otherwise satisfy SDC in its response to question 6.3 that it nonetheless possesses the relevant technical and professional ability.</p>
7 – Modern Slavery	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants are reminded that the turnover threshold for the purposes of the Modern Slavery Act 2015 (MSA) is £36million per annum. Applicants selecting "N/A" should provide an explanation of why the MSA is not applicable (and supporting evidence if relevant).</p> <p>A "fail" will be awarded if the Applicant selects "yes" to 7.1 and "no" to question 7.2 (or selects "yes" to question 7.2 but does not provide the URL as requested).</p>
8.1 - Insurance	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>A "fail" will be awarded where an Applicant does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances.</p>
8.2.1 – Health & Safety (policy)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants must provide a health and safety policy which clearly evidences that it complies with current legislative requirements.</p> <p>A "fail" will be awarded if an Applicant fails to submit a health and safety policy or submits a policy which does not clearly evidence that it complies with current legislative requirements.</p>
8.2.2 – Health & Safety (training)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants must evidence that they provide health and safety training to employees, operatives and the supply chain that specifically relates to SDC Scope of work</p> <p>A "fail" will be awarded if an Applicant fails to provide the required evidence or if the evidence does not include employee, operatives and the supply chain or if the</p>

	applicable)	evidence provided does not specifically relate to the scope of work in the Contract.
8.2.3 – Health & Safety (accreditation)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants must confirm that they have (along with their registration number), or will commit to obtaining, the relevant accreditation.</p> <p>A "fail" will be awarded if an Applicant does not or will not commit to obtaining the relevant accreditation.</p>
8.2.4 – Health & Safety (sub-contractors)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants must evidence that they have processes in place to check that sub-contractors and/ or suppliers:</p> <ul style="list-style-type: none"> • Have a Health and Safety Policy which clearly evidences that it complies with current legislative requirements • Provide health and safety training to employees, operatives and their supply chain that specifically relates to the scope of work in the Contract. • Have, prior to the commencement of any work, registration with an accredited, third party, Health and Safety body e.g. CHAS or a national equivalent. <p>A "fail" will be awarded if an Applicant fails to provide the required evidence or if the evidence does not include employee, operatives and the supply chain or if the evidence provided does not specifically relate to the scope of work in the Contract</p>
8.3 - Registration and Accreditation	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>Applicants must confirm that they have (along with their registration number), or will commit to obtaining, the relevant accreditations.</p> <p>A "fail" will be awarded if an Applicant does not or will not commit to obtaining the relevant accreditations.</p>

4 **Scored – These questions are assessed in line with the scoring matrix set out at section 4.2, below:**

4.1 **General Response Requirements**

4.1.1 The following requirements apply to each of the scored questions below in addition to the specific requirements set out:

- (a) Applicants are required to set out - with clear examples, risks and outcomes - how they do what is asked for in each question, where they have done it, their experience and specifically how they work towards meeting the customers' requirements i.e. what the customer wants and the way they want it for a planned works contract

Question	Completed by	Requirements	Weighting %
9.1a – Resources	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	SDC's Requirements Applicant which is structured, managed, supported and resourced to deliver planned work of SDC scope and scale.	5%
9.1b – Skilled, High Quality Workforce	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	SDC's Requirements Culture which is focused on delivering an excellent service to customers and which recognises that how a workforce and supply chain is managed and trained is integral to this.	15%
9.2 – TUPE (experience of managing)	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	SDC's Requirements Knowledge, skills and experience to manage TUPE processes similar to that which may occur under the Contract. Recognition that management of a TUPE process is key to service continuity. Valuing incoming transferees and seeking to integrate such transferees into the culture of the Applicant and their Clients.	5%
9.3 Management	The Applicant or Lead Applicant on behalf of itself	SDC's Requirements Successful management of health and safety to a high standard to	15%

of Health, Safety and the Environment (management)	and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>planned work.</p> <p>Understanding of responsibilities to its workforce and customers.</p> <p>Management of health, safety and the environment on planned contracts containing variant scope of work</p>	
9.4 - Management and Delivery	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>SDC's Requirements</p> <p>An Applicant which makes the best decisions possible to deliver work the customer wants in the way that they want it.</p> <p>Effective use of own central support and operational resources and systems, including IT systems that are integrated with the supply chain and the client, to deliver planned work.</p>	25%
9.5 – Customer Experience	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>SDC's Requirements</p> <p>Effective delivery of a flexible and personalised planned works contract (the work customers want in the way that they want it)</p>	15%
9.6 – Managing Complaints	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>SDC's Requirements</p> <p>A culture of positively managing complaints, recognising they have made a mistake, taken corrective action and used learning from the outcomes.</p>	10%
9.7 – Social Value	The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)	<p>SDC's Requirements</p> <p>Facilitation of local joint decision making and delivery of genuinely sustainable benefits to clients' communities and local economy.</p> <p>Demonstration that providing social value and measuring its outcomes is integral to the business.</p> <p>Successful delivery of and maintenance of sustainable social value outcomes.</p>	10%

4.2 Scoring matrix

Applicants will note that this refers to meeting the "requirements"; these are set out in each the 'Requirements' column for each scored question, above and the 'General Response Requirements' at 4.1 (which should all be read in the context of the procurement documents). Further context is set out in the remaining procurement documents (including but not limited to the Term Brief). **Applicants which score below a "1" on any of the scored elements will be rejected from the Procurement and will not be considered further.**

Score	Judgment	Description
5	Excellent	Exceeds the requirements and is likely to deliver either improvement through innovation or added value.
4	Good	Meets the requirements.
3	Acceptable	Meets the requirements in most material aspects but is lacking or inconsistent in other minor aspects.
2	Inadequate	Fails to meet the requirements in most material aspects but meets it in only some material or minor aspects.
1	Poor	Significantly fails to meet the requirements.
0	No score	Fails to meet the requirements in all aspects or response does not allow the Client to evaluate its contents or is irrelevant or no response has been submitted.

Each question (9.1 to 9.7) will be awarded a mark out of 5. That mark will be converted into a percentage (5 = 100%, 4 = 80% etc.) and this will then be applied to the score weighting. (e.g. A mark of 4 out of 5 on question 9.4 would convert to 80% of 25% and score a 20% mark). The total marks for each tenderer will be calculated and tenderers ranked accordingly.

Annex 3

Mandatory and Discretionary Exclusion Grounds

(Questions 2 and 3 of the SQ refer)

Mandatory Exclusion Grounds

Public Contract Regulations 2015 Regulation 57(1), (2) and (3)

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

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

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

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

Other offences

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

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

Discretionary exclusions

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

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

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

Bankruptcy, insolvency

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

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

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

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

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

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

Consequences of misrepresentation

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

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