**Invitation to Tender**

**for the provision of**

**APPRENTICESHIPS FRAMEWORK**

Including instructions to tenderers

**Adoption Support**

Handbook 2013

**NOTE: All tender submissions must be uploaded and returned via the Chest**

**The deadline for submission for the next DPS round will be notified 30 days prior to the submission deadline**

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**1. Introduction**

## **Contents of the ITT**

This invitation to tender (ITT) comprises:

* Tender completion requirements, evaluation model, specification and schedules.
* Contract and schedules.

## **Introduction to Westmorland and Furness Council (the Council)**

Following Local Government Reorganisation in Cumbria, the Open Framework for the Provision of Apprenticeships Framework is now hosted by Westmorland and Furness Council (the Council). As statutory successors of Cumbria County Council, Westmorland and Furness Council and Cumberland Council, and Cumbria Commissioner Fire and Rescue Authority are all eligible to use the framework.

Placements for apprenticeships will be made by Westmorland and Furness Council on behalf of each council/authority.

The Council is conducting the procurement in accordance with the Public Contracts Regulations 2015 **(“PCR”)** for the purpose of procuring the services described in the Specification (Services).

This ITT contains further information about the procurement process, the Services, and award criteria for Tenderers to submit their response (Tender).

## **Background information**

The Enterprise Act 2016 brings many legislative changes in relation to Apprenticeships. Particularly relevant for the Council are:

* the introduction of the 0.5% of our payroll Apprenticeship Levy
* new Public Sector Targets of 2.3% of the headcount for the Council, to include Local Authority (Community and Voluntary Controlled) schools

The Government has also set out its vision for the future of apprenticeships in its publication English Apprenticeships: our 2020 vision (December 2015), providing a definition of apprenticeships, how quality standards will be raised, and the expectations of employers and other stakeholders.

The Council is keen to build upon the success of its current apprenticeship provision and is committed to offering the highest quality apprenticeships.

The Council views it’s Apprenticeship Programme as a key element in its Workforce Development Plan and is committed to optimising the apprenticeship reforms to strengthen its workforce, support succession planning, tackle recruitment challenges and deliver the best possible outcomes for its apprentices.

The Apprenticeships Framework will secure Providers who will deliver high quality, accessible Apprenticeship training and will work collaboratively with the Council to secure End Point Assessment organisations.

## **Framework Structure**

This framework will be open for receipt of bids for the duration of the contract term. Set out below, at 2.1, is the timetable for the first round of bidding. Each subsequent round will commence as soon as the deadline for bids is reached on the current round. The Council will close at least two rounds each calendar year during the contract term. Before closing the round the Council will give providers not less than one months’ notice of its intention to close the round.

The Council will only evaluate bids submitted in the relevant round when that round closes, and generally in accordance with the ITT, as supplemented by the notice closing the round and other procurement documents.

## **Estimated value of the contract**

The estimated value of the Contract is £7.5m to £20m

Details of current expenditure are indicative only and the Council does not guarantee any spend against this Contract/Framework Agreement.

## **Contract term**

The Council proposes to enter into the Contract(s)/Framework Agreement for a maximum period of 4 years with option to extend for a further 1 + 1 year with the successful Tenderers (Service Provider). This period may be shorter for Service Providers who join the framework in subsequent rounds. The Contract term may only be extended if it was advertised on this basis and the Council shall have absolute discretion to extend the contract.

### The Services have been divided into the following work packages (Lots):

#### N/A

#### 

## **Clarifications about the Services or ITT**

Any clarifications relating to this ITT must be e-mailed via the Chest. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

The Council will respond to all reasonable clarifications as soon as possible through the Chest and replies will be circulated to all Tenderers except where the information is of a commercially sensitive nature. The deadline for receipt of clarifications relating to the Services or this ITT is set out in the Timetable and no clarifications will be considered after the deadline.

Tenderers are advised not to rely on communications from the Council in respect of the Services or ITT unless they are made in accordance with these instructions.

## **Clarifications about the contents of the Tenders**

The Council reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers shall respond to such requests in the time scale specified when the request is made. Failure to do so may result in inferences being made and/or disqualification of the Tender.

1.9 **Checklist for tenderers**

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

|  |  |  |
| --- | --- | --- |
| No | Item | Included in Tender? |
|  | All information requested in the Standard Questionnaire |  |
|  | All information requested as per Additional Technical Questionnaire |  |
|  | Schedule 3 - Certificate of non-collusion |  |
|  | Schedule 5 - Form of Tender |  |

**2. Tender Timetable**

## 2.1 **Key dates**

This procurement will follow a clear, structured and transparent process to ensure that all Tenderers are treated equally and fairly at all times.

This procurement opportunity will be open to accept bids for the duration of the contract term at 1.6 above in a number of successive rounds. During this period the Council will periodically close one round and evaluate the bids submitted. Once one round closes the next will immediately begin. The key dates for this procurement opportunity (Timetable) are currently anticipated to be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Event** | **Date** | | | |
| OJEU Notice | 14th November 2017 | | | |
| Issue ITT | Round 1  27th July 2023 (This round was for onboarding current framework providers on to the new Chest) | Round 2  1st August 2023 | Round 3 | Round 4  21st December 2023 |
| Deadline for receipt of clarification questions from tenderers | N/A | 7th September 2023 | 7th December 2023 | 22nd February 2024 |
| Deadline for receipt of Tenders | 31st July 2023 | 21st September 2023 | 21st December 2023 | 7th March 2024 |
| Evaluation of Tenders | N/A | w/c 25th September 2023 | w/c 4th January 2024 | w/c 11th March 2024 |
| Contract start date | N/A | 10th October 2023 | 23rd January 2024 | 29th March 2024 |

Any changes to the Timetable shall be notified to all Tenderers as soon as practicable.

**The deadline for submission for the next DPS round will be notified 30 days prior to the submission deadline.**

## 2.2 **Deadline for receipt of Tenders**

To be considered in this round responses to this ITT must be sent in the manner prescribed under Section 3 no later than the Tender deadline. The Council recommends that Tenderers submit their responses to the ITT at least a couple of days prior to the deadline as any Tender received after the deadline shall not be opened or considered.

Any Tenders submitted after the Tender deadline will be considered following the close of the subsequent round.

## 2.4 **Clarification meetings**

Tenderers may be invited to attend a clarification meeting on or around the date stated the Timetable above. The clarification meeting will be used to clarify aspects of your Tender. If a clarification meeting is required, the Council will contact you to arrange a suitable date for the meeting in line with the above Timetable.

## 2.5 **Intention to award Contract**

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and where applicable the standstill period and or call in periods are completed, no Contract(s) will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill and or call in periods if applicable in accordance with PCR 2015 before entering into any Contract(s).

The contract award notification will be sent to each Tenderer. The Council will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

**3. Tender completion information**

## 3.1 **Formalities**

Tender documents must be written in English and returned via the Chest. Where documents are embedded within other documents, Tenderers must upload clearly identifiable attachments to the Chest.

The Tender must be clear, concise and complete and not qualified in any way. The Council reserves the right to mark a Tender down or exclude the Tender from the procurement if it is qualified, contains any ambiguities or lacks clarity. Tenders should only contain information necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired and shall be disregarded. Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by an authorised representative of the lead organisation in the consortium and whose organisation shall be responsible for the performance of the Contract/Framework Agreement. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, he should sign and give his name in full together with the name under which he is trading.

Each Tenderer must also provide:

* A clear statement of whether it is a consortium and if so the proposed structure.
* A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
* Confirmation that the Tender(s) will remain open for a period of 180 days.
* Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

Each Tender must operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Council in its own right.

## 3.2 **Contract terms**

The form of contract that the Council proposes to use is attached at Schedule 1. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the form of contract without further negotiation or amendment.

If the terms of the form of contract render the proposals in the Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and the Council will consider whether any amendments to the form of contract are required. Any amendments accepted by the Council shall be published through the Chest and shall apply to **all** Tenderers. Such amendments shall then be incorporated into the form of contract referred to above. Any amendments which are proposed by any Tenderers, but not approved by the Council through this process will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Tender.

## 3.3 **Consortia and subcontractors**

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT, the following terms apply:

* **Consortium arrangement.** Means groups of companies that have come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
* **Subcontracting arrangement.** Means groups of companies that have come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

## 3.4 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisers, nor any organisation using this ITT with the Council’s permission, will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

## 3.5 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Data Protection Act 1998 **(Information Legislation)** in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the requirements of the Information Legislation.

The Council may consult with third-party providers of information before it is disclosed; however it cannot guarantee that this will be done. Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the template provided at Schedule 7.

It shall be at the Council’s sole discretion whether or not information, including ‘Confidential Information’, is released under the Information Legislation. If the Tenderer is not prepared to accept this then it should not submit a Tender to the Council.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contracts, including the contract values and the identities of its suppliers on its website. Further the Council routinely publishes information that has been released following a request under the Information Legislation.

## 3.6 **Publicity**

No publicity regarding this procurement or the award of any Contract/Framework Agreement will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

## 3.7 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisers to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Canvass the Council or any employees or agents of the Council in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Council or their advisers concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Council and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

## 3.8 **Council's rights**

The Council reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of a Tenderer's submission.
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the Supplier Questionnaire or the Tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contract(s)/Framework Agreement(s) as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## 3.9 **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, regardless of whether the procurement process is terminated or amended by the Council.

## 3.10 **Award Criteria and Evaluation Criteria**

Bidders will complete and upload the online standard questionnaire; the additional technical questionnaire and all of the schedules stated in the checklist at 1.9.

The Council will evaluate the responses received and will select candidates to join the Framework in accordance with the shortlisting criteria (pass or fail).

Any Contract(s)/Framework Agreement(s) awarded will be done so on the basis of the offer that is the most economically advantageous to the Council.

**4. TUPE**

## 4.1 **Transferring employees**

The Council does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) to this Contract/Framework Agreement (or any contracts made under the Framework Agreement).

If you are unsure on the application of TUPE and/or its obligations you should seek professional advice before submitting your Tender.

Schedule 1 Form of Contract

Please see:-

* Framework Agreement
* Call off terms and conditions
* CCC Apprenticeship Commitment Statement

Schedule 2 Specification

Please see ‘Apprenticeships Framework Schedule 2 Service Specification’

Schedule 3 – Additional Technical Questions

Please see attachment ‘Apprenticeships Framework: Additional Technical Questions’

Schedule 4 Certificate of Non-Collusion

**CONTRACT/FRAMEWORK AGREEMENT RELATING TO APPRENTICESHIPS FRAMEWORK**

To: **Westmorland and Furness Council**

Date:

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract/Framework Agreement and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract/Framework Agreement is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

* + - * 1. communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
        2. enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
        3. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed

Name:

Position

For and on behalf of

Schedule 5 Tender Formalities

When submitting a Tender, Tenderers are asked to provide the following:

1. A clear statement of whether it is a consortium and if so the proposed structure .
2. A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
3. Confirmation that the Tender(s) will remain open for a period of 180 days.
4. **[**Written confirmation of no adverse change since the PQQ stage in its financial standing and any other information provided at that stage.]
5. Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

Please ensure that these are enclosed within the final Tender.

Schedule 6 Form of Tender

|  |  |  |
| --- | --- | --- |
| **FORM OF TENDER: TENDER CERTIFICATE** | | |
| TO: Westmorland and Furness Council | | |
| DATE: [DATE] | | |
| PROVISION OF: INSERT DETAILS (“Services”). | | |
|  | | |
| I (INSERT NAME) the undersigned, having examined the ITT and all other schedules, do hereby offer to provide the Goods/Services/Works as specified in those documents and in accordance with the attached documentation to the Council commencing [INSERT DATE] and continuing for the period specified in the Contract/Framework Agreement.  If this offer is accepted, we will execute such documents in the form of the Contract/Framework Agreement within 14 days of being called on to do so.  I agree that before executing the Contract/Framework Agreement (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Council and [insert name of company].  I understand and accept the provisions set out in clause 3.5 of the ITT. Further I hereby agree to comply with the obligations placed on me and my organisation set out in clause 3.5.  I further undertake and it shall be a condition of any contract, that:   * The amount of the Tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of the Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council. * I have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council in connection with the award of the Contract/Framework Agreement and that no person employed by us has done or will do any such act.   I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT. | | |
|  |  | |
|  | |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Name and Status |  | |
| For and on behalf of | [NAME OF COMPANY] | |

Schedule 7 Commercially Sensitive Information

**1.1.** The Tenderer acknowledges that the Council may have to disclose Information in or relating to this Tender following a request for information under the Freedom of Information Act 2006 or the Environmental Information Regulations 2004 (the Acts)

**1.2.** In this Schedule the Tenderer has sought to identify the information that may be the subject of an exemption under the Acts.

**1.3.** The Tenderer acknowledges and accepts that:

* + 1. Any information listed below shall be considered indicative only and any decision whether or not to disclose the information shall be at the Council’s sole discretion;
    2. the Council may be obliged to disclose the information listed below in accordance with the Acts or any other lawful basis; and
    3. the Council shall not be liable to the Tenderer for any loss howsoever caused by the lawful disclosure of information relating to this Tender.

1.4 If the Tenderer is not prepared to accept this then it should not submit a Tender to the Council

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  | [insert date] | [insert details] | [insert duration] |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

**Guidance Note**: Any information provided in this Schedule should be information which would be exempt under the Acts. If the information is not exempt under the Acts the Council may disclose it.

Schedule 8 Applicable Policies/Useful Links

 The following plans and policies are found on the websites:

• Westmorland and Furness Council Plan and Policies 2023-2027

• Cumberland Council Plan and Policies 2023-2027

• Cumbria Commissioner Fire and Rescue Authority Service Plan 2022-2023

• Cumbria Local Enterprise Partnership Apprenticeship Strategy 2023

• National Cyber Security Centre

• Cumbria Intelligence Observatory