



Invitation to Tender (ITT)

1718-0173 Supported Living Services for Adults with Learning Disabilities

[Add in contract specific reference]



Dear Tenderer

RE: 1718-0173 Supported Living Services for Adults with Learning Disabilities

Add individual contract specific reference

You have been invited by Islington Council on behalf of NHS Islington Clinical Commissioning Group to tender for the above contract. The information that you need to complete this tender exercise will be found in this document and any additional documents that have been uploaded to the London Tenders Portal (LTP).

It is estimated that the contract will start on XX.

There is a maximum budget for this service is based on the personal budget(s) included in the tender pack.

This procurement is being conducted in accordance with the Public Contracts Regulations 2015. The procurement is subject to the light-touch regime under Section 7 Social and Other Specific Services. Under Regulation 76 the council is free to establish a procedure, provided that procedure is sufficient to ensure compliance with the principles of transparency and equal treatment of economic operators (suppliers).

- The concluded selection questionnaire (SQ) evaluated how organisations have performed to date, their financial standing and information about their history and expertise. This was selection criteria which was used to admit organisations to the DPS.
- You are now being invited to submit a tender that is forwards-looking to evaluate your price and ability to deliver the contract as set out in the specification. This is award criteria.

All tender submissions must be returned via the LTP by the date stated in the timetable in this document. It is your responsibility to ensure that you have enough time to upload any submissions to the LTP. Any submissions that arrive late will not be accepted. Responses returned in any other format will not be accepted.

Please note that if you fill in the Tender Return electronically using the London Tenders Portal, we will consider that it has been signed electronically within the meaning of the Electronic Communications Act 2000.

Yours faithfully

The Strategic Procurement Team
On behalf of the Evaluation Panel

1 Instructions

Please ensure you read the document entitled “ITT instructions” before completing this document.

2 Timetable

The provisional timetable that Islington Council plans to follow in the awarding of this contract is set out below. The council reserves the right to change this timetable.

Activity	Date
Closing date for questions	<insert date>
Closing date for submission of ITT	<insert date>
Site visits/interviews and/or presentations	<insert date or delete row if not applicable>
Anticipated contract start date	<insert date>

*NB: Organisations need to note the dates identified for site visits/interviews/presentations in the above timetable and ensure the appropriate representatives are available to attend.

3 List of supporting documents

This ITT comprises of the following supporting documents that were published with the SQ:

- ITT1 ITT Instructions
- ITT2 Invitation to Tender Return (this document)
- ITT3 LD SL Service Spec (over-arching specification for all lots)
- ITT3(i) Appendix - Islington LD Accommodation Plan 2017-2020
- ITT3(ii) Appendix - Eating and Drinking Difficulties Screening Tool
- ITT3(iii) Appendix - Quarterly contract monitoring template
- ITT3(iv) Appendix - Six monthly contract monitoring template
- ITT3a LD SL Service Spec Lot 2 PMLD (supplementary specification)
- ITT3b LD SL Service Spec Lot 3 CB (supplementary specification)
- ITT4 Contract conditions_1718-0173 (terms and conditions)
- ITT5 Market warming event clarifications
- ITT6 Direct payments ISF Training Presentation (PowerPoint)
- ITT7 Memorandum for other named local authorities
- ITT8 Whistleblowing Policy and Procedure
- ITT9 Queries from ISF Provider Training

4 TUPE

You are advised to seek independent professional advice regarding TUPE implications for this contract.

TUPE does not apply to this Contract.

OR

Islington Council understands that the terms of the European Acquired Rights Directive 77/187 and/or Transfer of Undertakings (protection of Employment) regulations 2006 ("TUPE") (as amended by The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014) could potentially apply to staff undertaking work provided by current providers. We are issuing a TUPE Schedule and, where possible, terms and conditions as part of the tender documentation.

It is Islington Council's preliminary view that the regulations may apply, and the council expects that tenderers will act in accordance with the Regulations. Tenderers should take the following requirements into account:

- the need to consult with a recognised trade union
- the need to maintain existing rates of pay and conditions of employment of employees and a broadly comparable pension
- the need for the successful tenderer to accept liability in respect of all claims for redundancy, unfair dismissal and all other claims related to the transferred employees.

TUPE Staffing Schedule – NB: this document is password protected. You will be sent the password on receipt of a signed Confidentiality Agreement. Please see Appendix 4 'Confidentiality Agreement'. Please return your signed confidentiality agreement via the messaging facility on the LTP for this contract.

You will not be sent the password for the TUPE information until this signed agreement has been received.

OR

The current provider has informed the council that no staff shall transfer under TUPE. The council is only acting as a third party for receiving TUPE information from current providers and passing it on to prospective providers. We remind potential bidders that it is the responsibility of the transferee and transferor to verify the details and comply with TUPE regulations as required.

Section 1: Supplier Information

Contact details

Contact details	
Question	Response
Contact name	
Name of organisation	
Role in organisation	
Phone number	
E-mail address	
Postal address	
Signature (electronic is acceptable)	
Date	

If your bidding model has changed since submitting the Selection Questionnaire (Part 1 Section 1.2), please provide the updated information about your approach to this procurement below:

If your bidding model has not changed please go to Section 2.

Bidding model	
Question	Response
Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed below
Name of group of economic operators (if applicable)	
Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if	

awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
Are you or, if applicable, the group of economic operators proposing to use sub-contractors?		Yes <input type="checkbox"/> No <input type="checkbox"/>			
If you responded yes to the question above regarding sub-contractors please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
Name					
Registered address					
Trading status					
Company registration number					
Head Office DUNS number (if applicable)					
Registered VAT number					
Type of organisation					
SME (Yes/No)					
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
The approximate % of contractual obligations assigned to each sub-contractor					

Section 2: Method Statements

The council's award decision will be made on the basis of the most economically advantageous tender (MEAT). MEAT will be identified using 10% cost and 90% quality.

The written submission 'Method Statements' will be scored to give a total quality score. The pricing schedule will be scored to give a total price score. The contract will be awarded to the tenderer who achieves the highest combined cost and quality score.

OR

The written submission 'Method Statements' will be scored to give a total quality score. The pricing schedule will be scored to give a total price score. All bids where a score of three (3) or above is achieved for each of the method statement questions will be considered acceptable.

Where possible, the individual and their circle of support will be presented with all bids that are considered acceptable. There will then be an opportunity for the service user and their circle of support, where appropriate, to meet with these providers, who can carry out an initial assessment. The service user and their circle of support will make the ultimate decision between the bids..

The method statements are your opportunity to present your proposal in a convincing and evidenced manner relevant to the requirements of the service. Please refer to the specification and the award criteria.

If you are applying as part of a consortium, or a lead organisation with sub-contractors, please clearly indicate which aspects of your response relate to each participating organisation.

By referring to partners/consortium members/sub-contractors in your submission, you agree that the council may contact those partners/consortium members/sub-contractors at any stage of this process, in order to obtain further details concerning your bid. You also agree that the council may supply any information you have provided in your bid to such partners/consortium members/sub-contractors.

Your answers to the Method Statements will be marked using the following 0 – 5 scale:

Score	
0	There is no response to the question
1	An attempt has been made to respond, but does not meet requirements/solution does not cover any essential points
2	The response/solution partially meets requirements (covers some essential points)
3	The response/solution meets requirements (covers all essential points, may have included clear examples)

4	The response/solution exceeds requirements (covers more than the essential points, giving clear examples)
5	The response/solution will add significant value (covers more than the essential points, giving clear thorough examples to illustrate how value will be added)

QUESTIONS (2.1– 2.3)

In order to be awarded a contract, organisations must score a minimum of three (3) points for each question in this section.

Do not exceed the word limit for each question. Any words above the specified limit will be disregarded in the council's evaluation of your answer. Please include a word count after your response.

Do not provide additional appendices or supporting documents in response to the questions unless specifically asked to do so.

Do not include any pictures, diagrams, tables, charts, etc. within your response unless specifically asked to do so. Your response should be text only.

Responses to the questions below should be based on the pen portraits included in the ITT pack.

Questions 2.1, 2.2 and 2.3 will be evaluated based on written responses.

OR

Questions 2.1 and 2.2 will be evaluated based on written responses and question 2.3 will be evaluated based on a presentation. Only tenderers who achieve at least a score of three (3) for questions 2.1 and 2.2 will be invited to give a presentation.

The council will allow five (5) working days from the date of invitation to present for suppliers to prepare the presentation. Tenderers who are not invited for a presentation will also be notified via the portal. Detailed feedback will be provided to unsuccessful tenderers once the council's evaluation of the ITT stage has concluded.

2.1	<p>Proposed approach to delivery model (30%)</p> <p>Please describe your proposed delivery model for the core element of this service.</p> <p>Please remember to include your proposal for:</p> <ul style="list-style-type: none"> • staffing structure • night cover arrangements • cost of the core element per person
Answer	Insert your answer here

Word count	Insert your word count here
<p>The maximum word count for this question is 750 words for an individual, or 1,250 words for a group of individuals.</p> <p>Any words above the specified limit will be disregarded in the council's evaluation of your answer.</p>	

2.2	<p>Proposed approach to a person-centred and co-produced service (30%)</p> <p>Please describe how you will ensure that the service is person-centred and co-produced.</p> <p>Please consider:</p> <ul style="list-style-type: none"> personalised support planning suggestions of relevant and meaningful opportunities that could be delivered in-house and/or accessed locally, with reference to outcome information for all relevant individuals available ISF budget for all relevant individuals (This is equal to the personal budget minus the core element) <p>Please note that no further description of the core element is required here.</p>
Answer	Insert your answer here
Word count	Insert your word count here
<p>The maximum word count for this question is 750 words for an individual, or 1,250 words for a group of individuals.</p> <p>Any words above the specified limit will be disregarded in the council's evaluation of your answer.</p>	

The following question (2.3) will be assessed via a presentation. Please note, only tenderers who achieve at least a score of three (3) in questions 2.1 and 2.2 above will be invited to give a presentation in response to question 2.3.

2.3	<p>Proposed approach to key considerations and challenges (30%)</p> <p>Please outline what you think the key considerations or challenges are to supporting this individual / group of individuals</p> <p>Please consider:</p> <ul style="list-style-type: none"> relevant information given on the service user's pen picture partnership working and accessing local services housing and environmental factors compatibility, group dynamics and interactions (where applicable)
-----	---

Type of response required	Written or Presentation (Please delete as appropriate)
Answer	Insert your answer here
Word count	Insert your word count here

Islington Council, in consultation with the relevant service user(s) reserve the right to use either option 1 or option 2, as detailed below.

Option 1: Written response

The maximum word count for this question is XX words for an individual, or XX words for a group of individuals.

Any words above the specified limit will be disregarded in the council's evaluation of your answer.

OR

Option 2: Presentation

Do not respond to this question here.

Only tenderers who achieve at least a score of three (3) for questions 2.1 and 2.2 will be invited to give a presentation in response to question 2.3 above.

The council will allow five (5) working days from the date of invitation to present for suppliers to prepare the presentation.

Tenderers who are not invited for a presentation will also be notified via the portal. Detailed feedback will be provided to unsuccessful tenderers once the council's evaluation of the ITT stage has concluded.

Section 3: Pricing Schedule

There is a maximum budget available for this service based on the personal **budget(s)** of the service **user(s)**.

Bidders who certify that they will charge no more than the personal budget as advertised for each individual service user included within the tender documents will score maximum points for this section.

I/we certify that we shall agree charges will be no more than the personal budget for each individual service user included within the tender documents. Please tick to confirm below.		
Service user	Personal budget	
Service user 1	£	Please tick to confirm <input type="checkbox"/>
Service user 2	£	Please tick to confirm <input type="checkbox"/>
Service user 3	£	Please tick to confirm <input type="checkbox"/>
Add or delete rows as applicable		

The personal budget may be updated from time to time in agreement with the council following a full assessment of the individual.

Section 4: Please complete and sign the following appendices

For information only

Appendix 1 - Form of Tender

To be signed by someone authorised to act for your organisation

TO: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON

I/We the undersigned hereby offer to provide Islington Council the services that the Council is procuring. I/we undertake to do this in accordance with the Conditions of Contract and the procurement instructions to Tenderers issued by the Council in connection with this procurement at the prices that we have submitted in the enclosed Pricing Schedule.

If this Tender that we are submitting is accepted by the Council I/we agree to execute a contract on the terms issued by the Council. I/we agree that, until such a contract is executed the Conditions of Contract and instructions to Tenderers issued by the Council and the tender submitted by us including the prices stated in our Pricing Schedule together with the Council's written acceptance shall form the Contract.

Signature	
Job title	
Name and address of tenderer <i>(For a limited liability company, the address of the registered office should be given.)</i>	
Date	

Appendix 2 - Certificate of non-collusion and non-canvassing

To be signed by someone authorised to act for your organisation.

Please sign the certificate below and also provide a certificate in the same format from each of your partners/consortium members/sub-contractors

Contract number – contract name plus individual contract specific reference (the “Contract”)

(i) 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 and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

(ii) Statement of non-collusion

The essence of selective tendering for the Contract 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:

- (a) 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
- (b) 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
- (c) 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.

In this certificate, the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, whether legally binding or not.

I/we agree that the Council may, in its consideration of the tender submitted by us and in any subsequent actions, rely upon the statements made in this Certificate of non-collusion, and non-canvassing.

Signature	
Name	
Job title	
For and on behalf of	
Date	

Appendix 2a - Non-collusive tendering certificate (where a partnership has been formed)

To be signed by someone authorised to act for your organisation.

We certify that this is a bona fide tender. It is submitted on our behalf and on behalf of our partners who are [insert name(s) of organisation(s)]. We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

Entering into agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

Offering or paying or giving or agreeing to any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation of any tender or proposed tender for that said work or thing of any sort described above.

In this certificate, the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, whether legally binding or not.

Signature	
Name	
Job title	
For and on behalf of lead organisation	
Date	
Signature	
Name	
For and on behalf of partner organisation	
Date	

Appendix 3 - Business continuity assessment

To be signed by someone authorised to act for your organisation.

General Assessment Questions	Yes	No	N/A	Don't Know
Do you have a Business Continuity Plan (BCP)?				
Is the plan documented clearly and easily accessible?				
Have you exercised your plan within the last 12 months?				
Do you regularly review and update your plan?				
Is there someone in your organisation who will have responsibility for looking after business continuity management?				

Signature	
Name	
Job title	
For and on behalf of	
Date	

Appendix 4 – Confidentiality agreement

To be signed by someone authorised to act for your organisation.

1. Interpretation:

In this agreement, the following terms shall have the meaning ascribed to them below, unless the context otherwise requires:

‘Confidential Information’ Means all information which may come in to the possession of the recipient as a result of or in connection with the bidding for or negotiation of the Contract, whether oral or in writing, together with all such other information which relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and providers of the Council or information which may reasonably be regarded as the confidential information of the Council, whether or not such information is reduced to tangible form or marked in writing as ‘confidential’.

‘The Council’ means the London Borough of Islington

‘The Parties’ means ‘the Council’ and ‘the Recipient’

‘Recipient’ means **[insert name of organisation]**

2. Confidentiality

2.1 The parties hereby undertake:

That the Recipient shall treat as confidential and not disclose or use other than in the bidding for and negotiation of a Contract (and ensure that all the Recipients employees, agents and sub-contractors do not disclose or use other than in the bidding for and negotiation of the Contract) any and all Confidential Information. However this undertaking will not apply to any information which:

- (i) Is in or enters the public domain other than by breach of this Agreement; or
- (ii) Is obtained from a third party who is lawfully authorised to disclose such information; or
- (iii) Is in the Recipients possession without restriction in relation to disclosure before the date of its receipt from the Council; or
- (iv) Is authorised for release by the Council’s prior written consent; or
- (v) Is independently developed without access to the Confidential Information and other than in connection with the process of bidding for and negotiating a Contract;

That any written documents or other tangible materials supplied to or acquired by the Recipient which embodies the Confidential Information in whole or in part will remain the property of the Council and the Recipient will not obtain any right, title or interest therein. The recipient will promptly upon the Council’s request destroy or return to the Council all such materials, including any copies thereof, except as needed in order to meet legal or regulatory requirements; and

To comply with the requirements of the Data Protection Act 1998 and, in particular, not to disclose any personal data other than at the express direction of the Council.

Without prejudice to any rights and remedies the Parties to this agreement may have, the Parties acknowledge that since confidential information is valuable and that damages may not be an adequate remedy for a breach of clause 2.1, a Party shall be entitled without proof of

special damages to the remedies of injunction or other equitable relief for any breach or threatened or continuing breach of this agreement by the other Party.

Signature	
Name	
Job title	
For and on behalf of	
Date	

Appendix 5 - Schedule of confidential/commercially sensitive information

To be completed by someone authorised to act for your organisation.

Please note it is in your interest to complete this Appendix in order to benefit from the protection for confidential information provided by Regulation 21 of the Public Contracts Regulations 2015.

As part of a commitment to transparency the Council is now publishing all spend over £500 each month. This includes spend on contracts, so the successful organisation should expect details of spend against the contract to appear on the Council website www.islington.gov.uk. The Council is also committed to publishing tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation.

Notwithstanding the provision of the Public Contracts Regulations 2015 if a request is received under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004 Islington Council may be required to disclose any information contained in your proposal unless it falls within one of the exemptions in the legislation. Please confirm below if any part of your proposal contains commercially sensitive information, or is provided to the Council in confidence, and therefore considered to be exempt from disclosure. Note however that the Council retains absolute discretion for determining what information relating to a request for information is to be disclosed. In doing so the Council retains absolute discretion for determining what information it considers to be exempt from disclosure under the legislation

1. Description of Information	2. Commercially sensitive? Yes/No	3. Duty of confidentiality exists? Yes/No	4. Reason information is considered commercially sensitive/confidential	5. Period during which information is considered commercially sensitive / confidential



Appendix 6 - Charter for Fairness and Equality

To be signed by someone authorised to act for your organisation

1. We recognise, respect and value Islington's diverse community and are committed to making Islington a fairer place.
2. We shall promote good relationships between people of different backgrounds and lifestyles.
3. We are committed to creating a borough where children and adults are free from poverty, and are empowered to take responsibility and make a positive contribution.
4. We are committed to identifying, understanding and responding to the different needs and experiences of our community in order to narrow the gap in outcomes on the things that matter.
5. We shall work in a way that takes into account the fact that people may have multiple identities and complex needs which may compound the inequalities which they face.
6. We shall work in partnership to pool information and resources to ensure that there is equality of opportunity and access to services.
7. We are committed to tackling discrimination and inequality in all the service areas for which we are responsible, including in our role as employers.
8. We are committed to targeting our efforts to secure fairness and equitable outcomes in Islington.

I, the undersigned, do hereby declare that **[insert name of organisation]** supports the Islington Council Charter for Fairness and Equality.

Signature	
Name	
Job title	
For and on behalf of <i>(To be signed by someone authorised to act on behalf of your organisation, preferably head of organisation)</i>	
Date	

Section 5: Partner/Consortium Member/Sub-Contractor

This declaration must be completed and signed by each partner/consortium member/sub-contractor referred to in the 'Method Statements'.

Declaration (to be signed by someone authorised to act for your organisation)

I confirm that, as far as I know, the answers given in this Tender Return (and any supporting modules) are correct. I understand that you will use the information to assess my organisation's suitability to bid (alongside the lead organisation) for the contract.

I confirm that I have read the method statements submitted by the lead organisation in this Tender Return and they are a true statement to my company's experience and capability.

As far as I know, the information in this Tender Return is accurate. I understand that giving false information could result in this Tender Returned being rejected.

I accept that it would be wrong to try to influence staff or councillors when they are awarding contracts.

By signing this declaration, you agree that you fully understand what this means.

If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.

Please note that if you fill in the Tender Return electronically using the London Tenders Portal, we will consider that it has been signed electronically within the meaning of the Electronic Communications Act 2000.

By signing by hand or sending us this Tender Return electronically, you agree that you fully understand what this means. If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.

Signature	
Name	
Job title	
For and on behalf of	
Date	

Section 6: Declaration

To be signed by someone authorised to act for your organisation.

I confirm that, as far as I know, the answers given in this Tender Return (and any supporting modules) are correct. I understand that you will use the information to assess my organisation's suitability to bid for the contract.

As far as I know, the information in this Tender Return is accurate. I understand that giving false information could result in my organisation's bid being excluded.

I accept that it would be wrong to try to influence staff or councillors when they are awarding this contract.

Please note that if you fill in the Tender Return electronically using the London Tenders Portal, we will consider that it has been signed electronically within the meaning of the Electronic Communications Act 2000.

By signing by hand or sending us this Tender Return electronically, you agree that you fully understand what this means. If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.

Signature	
Name	
Job title	
For and on behalf of	
Date	