**INVITATION TO TENDER FOR WILTSHIRE COUNCIL**

**URN Ref: HC1567**

**Title of Requirement: Life Course Substance Misuse Service**

**Submission Deadline: 15/11/2022 at 17:00**

**Procurement for the provision of HC1567 Life Course Substance Misuse Service for Wiltshire Council**

Please find set out in this Invitation to Tender (ITT) document the specification and additional information enabling you to tender for the above opportunity.

This document contains the following sections:

**Part A** Instructions to Tenderer

**Part B** General Information

**Part C** Tender Evaluation

**Part D** Background Information

**Part E** Declarations

**Annex 1** Tender Evaluation Criteria (separate document)

**Annex 2** Financial Workbook (separate document)

**Annex 3** Service Specification (separate document)

**Annex 4** Proposed KPIs (separate document)

**Annex 5** Draft Contract Services Contract

**Annex 6** Short- Form Lease Rothermere

**Annex 7** Rothermere Lease Plan 1

**Annex 8** Rothermere Lease Plan 2

**Annex 9** TUPE – Core Service

**Annex 10** TUPE – Accommodation

**Annex 11** How to Submit a Tender on the e-Procurement System

**Annex 12** Selection Questionnaire (SQ) Tenderer Guidance

Those proposing to submit a tender are advised to read this document and all associated documentation very carefully to ensure they are fully aware of the nature and extent of the obligations to be accepted by them if awarded a contract.

Tenders must be submitted in accordance with the instructions given in this ITT and no later than the deadline stated within this document.

All expressions of interest, tender submissions and enquiries regarding any aspect of this document or procurement process in general must be directed through the e-procurement system.

# Instructions to Tenderer

* 1. Procurement Process
     1. Wiltshire Council, ‘the Council’, is conducting the procurement using the Open procedure.
     2. The procurement has been advertised on Contracts Finder and the Find a Tender Service.
     3. Tenderers that have received this document are those that have responded to the Council’s Contracts Finder/Find a Tender Service advert via the e-procurement system. Such an organisation (whether a single organisation or a consortium) is referred to in this document as a ‘Tenderer’.
     4. This stage is a competitive stage of the procurement, and Tenderers will be formally evaluated as part of the stage.
     5. The requirements cover services falling within Schedule 3 to the Public Contracts Regulations 2015 (PCR 2015).
     6. The procurement of services listed in Schedule 3 of PCR 2015 is not subject to the full regime of the PCR 2015, but is instead governed by the ‘Light Touch Regime’ contained within Chapter 3, Section 7 of PCR 2015 (Regulations 74 to 77).
     7. For the avoidance of doubt the Council will not be bound by PCR 2015, the Treaty on the Functioning of the European Union (TFEU) or any other regulations or legislation except for the specific parts or circumstances that apply directly to the procurement of services listed in Schedule 3. The Council is therefore not bound by many of the formalities and requirements of PCR 2015 and may vary the conduct of the procurement including (without limitation) the conditions for participation, the time limits for contacting the Council, and the award procedure to be applied.
     8. Neither the inclusion of a selection stage, nor the use of any defined terms from PCR 2015, nor the description of the procedure voluntarily adopted by the Council (‘Open’, ‘Restricted’, ‘Competitive Procedure with Negotiation’, ‘Competitive Dialogue’ or any other description), nor any other indication, shall be taken to mean that the Council intends to hold itself bound by PCR 2015, save those regulations applicable to services coming within the scope of Schedule 3.
     9. In awarding the contract the Council may take into account any relevant considerations including (but without limitation):
* the need to ensure quality, continuity, accessibility, affordability, availability and comprehensiveness of the services;
* the specific needs of different categories of users, including disadvantaged and vulnerable groups;
* the involvement and empowerment of users; and
* innovation.
  + 1. Any amendments to this ITT will be communicated at the earliest opportunity to all Tenderers through the e-procurement system.
    2. Where the Council makes such an amendment, it will ensure that Tenderers have an appropriate amount of time in which to understand and respond to the amendment. The deadline for submission of tenders may be altered to allow Tenderers to take amendments into account, and if this is the case, all Tenderers will be notified.
  1. Timetable
     1. A timetable for the procurement process is given below. Tenderers should be aware that the dates are subject to change.

| **Stage** | **Dates** |
| --- | --- |
| Invitation to Tender (ITT) released to Tenderers | 11/10/2022 |
| Deadline for Tenderers to submit clarification questions | 28/10/2022 at 17:00 |
| Deadline for receipt of tenders | 15/11/2022 at 17:00 |
| Formal notification of contract award decision issued to Tenderers | 16/12/2022 |
| 10 day standstill period | 16/2/2022 – 29/12/2022 |
| Service commencement date | 01/04/2022 |

* 1. Award Criteria
     1. Contracts will be awarded on the basis of most economically advantageous tender, as further defined in **Part C** of this ITT.
     2. The evaluation process for the ITT will be carried out based on Tenderer responses to the evaluation criteria described in **Annex 1** and in line with the evaluation methodology described in **Part C**.
     3. Tenderers may be required to confirm prior to a final award, that their organisational, legal and financial capacity and capability to perform the Contract has not altered negatively in any material way since the information was previously provided by the Tenderer. Upon receipt of such information, the Council may revisit the selection and/or evaluation of the Tenderer and exclude the Tenderer if necessary, as a result of that process.
  2. Contract Form and Term
     1. The draft Contract that the Council will use for contracting can be found at Annex 2.
     2. By submitting a tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Tenders must be submitted for this requirement based upon the terms and conditions of this ITT and upon the terms of the Contract.
     3. Tenderers must fully understand the content of the draft Contract to ensure they are familiar with their obligations should they be awarded a Contract.
     4. Refusal to accept the terms of the draft Contract will cause a Tenderer’s tender to be rejected.
     5. Tenderers awarded a Contract will be required to complete and authorise the Contract in its entirety in a timely manner, and prior to contract commencement.
     6. The Contract will be for an initial term of 5 Years with an option to extend for any period up to a further 3 years as defined andat the sole discretion of the Council. The Contract is scheduled to commence on 01/04/2023
  3. Budget
     1. The Council has a budget of £2, 530, 751.00per annum, exclusive of VAT. The Council has a total budget of £20, 246, 008.00 for the length of the contract, including any possible extensions.
  4. Tender Prices
     1. Prices must be quoted in pounds sterling. The Council will not accept any reliance on a variable exchange rate for pricing.
     2. All pricing within a submission shall be firm for the period of the Contract and will not be subject to any variation (except for where provided for in accordance with the Contract).
     3. Prices submitted are required to be inclusive of any application of the Transfer of Undertakings (Protection of Employment) Regulations in relation to or arising out of the award of the Contract.
     4. Tenderers must include all costs within their tender pricing as any shortfall in funding will be at the Tenderers’ own risk.
     5. Prices submitted must not be caveated or qualified and the Council reserves the right to reject tenders which seek to do so.
     6. Tenders must be submitted exclusive of Value Added Tax (VAT).
  5. Procurement Lead
     1. The procurement lead for this programme is:

Deborah Bull

Commercial and Procurement Manager: Commercial and Procurement Team

* 1. Communications
     1. The Council Strategic Procurement Hub (SPH) is the single point of contact for the procurement.
     2. All contact relating to this procurement must be undertaken through the e-procurement system. Any direct contact made with any member of the project team in relation to this procurement will be re-directed through the e-procurement system, and may jeopardise the continuing participation of the Tenderer in the process.
     3. The Council will not be responsible for or bound by any communication or any other information or contact, occurring outside the official communication procedures specified herein.
     4. The rules of contact set forth in this document apply throughout the procurement process. These rules are designed to promote an open, fair and unbiased procurement process. Contact for the purposes of this process includes in person, telephone, electronic mail (e-mail), written or other communication.
  2. Tenderer Clarifications
     1. Tenderers must read this ITT as soon after receipt as possible alongside any other published background details (Contracts Finder/Find a Tender Service notice and all other relevant information provided by the Council). It is the Tenderer’s responsibility to seek clarification in interpretation of any information provided as part of the procurement.
     2. The objective of Tenderer clarifications is to give Tenderers the opportunity to submit questions to the Council concerning either the process or the substance of the requirement. Any queries including known or potential constraints and dependencies not already identified arising from this ITT (or any procurement documents and communications) which may have a bearing on the tender submission and the ability of the Tenderer to perform or Council to secure performance should be raised.
     3. Tenderers must submit clarification questions through the e-procurement messaging system. Clarification questions received by any other means will be rejected.
     4. Responses to clarification questions will be anonymised and sent out to all Tenderers during the procurement process. Where Tenderers consider that the clarification questions and/or responses to such questions are commercially confidential, the request must be indicated ‘commercial in confidence’ and Tenderers should specify, where possible, such redactions as would render the request and any response non-confidential. The Council will consider the request for confidentiality. However, the Council reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR).
     5. Where any response to a request for clarification or the Council’s response contains information which should, in the interests of a fair procurement process, be disseminated to all Tenderers, the Council shall be free to disseminate such information to all Tenderers, with or without any redactions proposed by the Tenderers.
     6. The Tenderer clarification stage will close at the time and date specified in the timetable **(section A2)**. Questions submitted after this time will not receive a response except where the Council deems the circumstances to be exceptional.
  3. Council Clarifications
     1. The Council reserves the right to require Tenderers to clarify their tender submissions. The Council retains a general discretion at any stage of this procurement process to seek clarification from any Tenderer in relation to any aspect of the tender submission.
     2. Clarification questions for these purposes from the Council will be required to be answered within 48 hours, unless otherwise stipulated. Failure to respond adequately or within the stipulated time limit to clarification questions may result in a Tenderer being excluded from further participation in the procurement process, or the submission being evaluated in an un-clarified state (at the Council’s sole discretion).
     3. The Council may contact (or may require the Tenderer to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in an SQ or ITT submission or any other document, to ask that they testify that information supplied is accurate and true.
     4. The Council reserves the right to seek third party independent advice or assistance to validate information submitted by a Tenderer and/or to assist in the tender evaluation process.
     5. Where a clarification is provided by the Tenderer, this will be taken into account for the purpose of evaluation.
  4. Tender Return Instructions
     1. Submissions must be received no later than the time and date specified within the timetable **(section A2)**.
     2. The Council will not accept submissions received after the deadline except, at its absolute discretion, where it considers it appropriate to do so in exceptional or genuinely unforeseeable circumstances. The Council may in its absolute discretion extend the tender deadline and at such time the Council will notify all Tenderers of the change.
     3. Please note that Tenderers are responsible for ensuring safe receipt of their tenders. The Council will not accept responsibility or liability for or arising from late or non-receipt of a submission. Proof of transmission will not be accepted as proof of receipt.
     4. For further detail on how to submit a tender within the e-procurement system, see **Annex 3**.
     5. Tenderers are solely responsible for obtaining the information which they consider is necessary to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process.
     6. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the tender process and their tenders.
     7. Tenderers should be aware that each question will be scored on a ‘stand-alone’ basis and that the response to each question must therefore be self-contained and not rely on information provided in responses to other questions.
     8. Tenderers must not assume that the Council has any prior knowledge of the Tenderer or its involvement in existing services, projects or procurements.
     9. Tenderers must submit a tender based on the requirements of the Council as described in this ITT and any associated documents.
     10. The tender shall be submitted in the format and order as stipulated, and derogations or omissions from that format may result in the Council rejecting the tender submission.
     11. Tenderers are wholly responsible for the accuracy and completeness of the information provided in their tender. This includes information submitted in relation to third parties, e.g. subcontractors.
     12. Tenderers must ensure that their submissions are complete when they are submitted and that all accompanying documentation is provided, as changes or additions to submissions will not be accepted after the submission due date. An exception to this is in the case of arithmetic or administrative errors that are clearly correctable and do not alter the substance of the tender.
     13. Pricing must be submitted in compliance with the pricing schedule template, and the template must be fully completed.
     14. Tenderers are strongly encouraged to clarify assumptions where relevant using the clarifications process. Any other relevant assumptions made during completion of the pricing model must be clearly articulated within the pricing schedule.
  5. **Additional Attachments**
     1. Tenderers may make use of supporting documents (appendices to questions etc) only where specifically requested as part of the question; any other documents submitted in support of a response will be ignored. Where specifically requested, additional documentation must be referred to in the narrative answer to the corresponding question. Embedded documents are not allowed and will not be reviewed. Any appendix that the Council judges to be essentially the continuation of a question response, and therefore a circumvention of any word limit, will be rejected and ignored.
     2. Where a Tenderer wishes to refer to an additional attachment that they are submitting as part of the tender, the Tenderer must label the attachment with the question number and Tenderer’s name in the document title.
     3. Where the Tenderer wishes to append information from a lengthy document such as a staff handbook, they should only include the relevant extract from the document.
  6. **Word Limits**
     1. Any words submitted over and above the stated word limit for that response will be ignored for the purpose of evaluation.
     2. Diagrams and charts will not count towards any stated word counts, although should only be included where specifically relevant to the question.
  7. Language
     1. All tenders must be completed in English.
     2. The government has introduced a statutory fluent English requirement for people working in public service customer-facing roles who have face-to-face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.
  8. Tender Check List
     1. The following must be completed as part of the tender submission:
        + Response to the Selection Questionnaire within the e-procurement system.
        + Response to all ITT questions.
        + Completed pricing schedule.
        + Appendix of all requested documents as applicable, in the format prescribed within **Annex 1**.
        + Tenderer declarations completed and signed, as found at **Part F**.
  9. Form of Tender
     1. The Tenderer is required to complete all declarations contained at **Part F**. Failure to complete this may result in your tender being deemed non-compliant and not being evaluated.
  10. Signatures
      1. All documents requiring a signature must be signed by a duly authorised person.
      2. Where the Tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, the tender must be signed by all partners or one only may sign providing that partner has the 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, the individual should sign and give their name in full together with the relevant trading name.
  11. **Tender Validity**
      1. All tenders must be submitted on the basis that they are an unconditional offer and must remain open for acceptance for a period of 180 days from the deadline for final tenders set out in **section** **A2**.
  12. Contract Award
      1. If and when a contract award decision is reached, Tenderers will be notified of that decision and a minimum standstill period of ten (10) calendar days will be observed before a Contract is entered into.
  13. **Standstill Letters**
      1. At the start of the standstill period, the Council will issue standstill letters to all Tenderers who submitted tenders.  For unsuccessful Tenderers this will include feedback on their tenders, including the characteristics and relative advantages of the successful Tenderer’s tender. Standstill letters will include the identity of the successful Tenderer.
      2. The Council reserves the right to provide details of the price score attained by the successful Tenderer as part of this process and participation by Tenderers in any tender will be taken as acknowledgement and acceptance of these conditions.
      3. The Council reserves the right to publish the overall contract price of the successful Tenderer in any contract award notice to be published in the Find a Tender Service in accordance with PCR 2015 and participation by Tenderers in any procurement will be taken as acknowledgement and acceptance of this condition.
  14. TUPE
      1. The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006). TUPE may apply to the transfer of the Contract from the incumbent provider to the incoming provider, giving the present provider’s staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the genuinely self-employed.
      2. To assist in this process the Council has sought workforce details from the incumbent provider/s. The Council provides no warranty as to the accuracy of any such information supplied (unless otherwise indicated) and accepts no liability for any inaccuracies that are contained within it or for any omissions from such information. Tenderers must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does, obtaining their own legal advice as necessary. Note that the Council will expect any successful Tenderer to comply with its obligations under TUPE and Fair Deal for Staff Pensions to the extent such obligations are applicable in the event of any transfer of the services from an incumbent provider to any successful Tenderer.
      3. This information will be supplied to Tenderers on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Tenderer’s organisation, and to such extent as is strictly necessary for the preparation of the tender; that the Tenderers will observe the Information Council's Office's Data Protection Good Practice Note on Disclosure of Employee Information under TUPE and that it is not used for any other purpose. By receiving this information from the Council a Tenderer will be deemed to have agreed to abide by these obligations of confidentiality.
      4. It should be noted that under the terms of any proposed Contract for delivery of the services between the successful Tenderer and the Council it is expected that the successful Tenderer will be required to indemnify the Council (and any incumbent provider or indeed any future replacement provider) against possible claims arising as a result of any TUPE transfer of staff (either into the successful Tenderer's organisation or subsequently out of the successful Tenderer's organisation).
      5. There will also be a further requirement that the successful Tenderer will be obliged to provide details of their own workforce towards the end of a proposed Contract period so that this information can be passed to potential Tenderers to enable them to assess their obligations, if any, under TUPE in any future re-procurement process.
      6. Employees transferring from another organisation must be offered appropriate pension provision. In accordance with the Fair Deal policy, it is a condition of the Contract that these employees are offered continued membership of their legacy pension scheme. If this is not possible, and where permitted by Fair Deal, employees must be offered access to a pension scheme which has been certified by the Government Actuary’s Department (GAD) as broadly comparable to their current scheme. Any relevant GAD certification must be shared with the Council prior to any transfer. Pension costs should be included along with TUPE costs in the price model submitted.
      7. To request to receive TUPE information, Tenderers should contact the Commercial and Procurement Team through the e-procurement messaging system confirming the information will be kept confidential.
  15. Changes to Tender Information
      1. Tenderers are under a duty to notify the Council promptly should any information contained in their tender response cease to be accurate.
      2. If a Tenderer fails to do so, this will entitle the Council to disqualify that Tenderer from the process, or where the Tenderer has been awarded a Contract as a result of this procurement process, the Council shall be entitled to terminate that Contract.
      3. All Tenderer declarations completed must remain valid for the entirety of the procurement process.
      4. If the Council is notified, or otherwise becomes aware, that any information supplied by a Tenderer is incorrect, it may seek clarification and updated information and may re-evaluate that Tenderer against its evaluation criteria and may, as a result of such re-evaluation, remove the Tenderer from the procurement process or if relevant re-score the Tenderer’s tender and adjust that tender’s ranking against the other tenders received.
  16. **Council Rights**
      1. Without any liability to Tenderers, the Council reserves the right to:
* Disqualify any tender that is not compliant with the instructions in this ITT;
* Not to consider variant tenders;
* Amend the procurement process, contract, specification, procurement timeline or withdraw this ITT at any point;
* Cancel, withdraw or recommence the procurement at any stage; or
* Not to award any contract as a result of the procurement.
  + 1. The Council is not bound to accept the lowest or any tender, nor will it be responsible for, or pay, any expenses or losses which may be incurred by any Tenderer in the preparation and completion of their tender in line with section **B.14 Costs**.
    2. Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract shall be entered into.

# General Information

* 1. Definitions
     1. In these definitions, unless the context otherwise requires, the following expressions shall have the following meanings:
        + “the Council” means the organisation stated in the title of this document.
        + “Contract” means an agreement to provide the specified requirements subject to the terms and conditions of the Contract specified in this ITT.
        + “ITT” means this Invitation to Tender document (including its appendices) which has been issued to Tenderers.
        + “Project” or “Procurement” or “Process” refers to the procurement process being undertaken to source the requirement, as stated in the title of this document.
        + “Requirement” or “Requirements” refers to the Council requirements set out in the service specification at **Part E**.
        + “Tenderer” or “Tenderers” shall include any person whom this ITT is addressed, and any person who proposes to or does submit a tender for this procurement.
     2. In these conditions, unless the context otherwise requires:
        + Words imparting the masculine gender include the feminine gender;
        + Words imparting the singular shall include the plural and vice versa;
        + Words imparting persons include corporations and vice versa; and
        + References to annexes/appendices are references to the annexes/appendices and schedules to this ITT and terms and conditions of the Contract.
  2. Terms and Conditions of Tender
     1. Every tender received by the Council shall be deemed to have been made subject to the conditions of this ITT unless the Council shall previously have expressly agreed in writing to the contrary.
     2. No alteration may be made in any of the Tenderer declarations or the accompanying documents. If any alteration is made, or if any of the Conditions are not fully complied with, the tender may be rejected.
     3. The Tenderer shall be deemed to have satisfied themselves throughout the procurement process as to the correctness and sufficiency of their tender.
  3. Preparation of Tender
     1. The Tenderer must obtain for themselves at their own expense all information necessary for the preparation of its tender.
     2. Information supplied to the Tenderer by the Council, its agent(s) or assignees, is supplied to the Tenderer only for general guidance in the preparation of the tender. The Tenderer must satisfy by its own investigations the accuracy of any such information, and no responsibility is accepted by the Council or its agents for any loss or damage of whatever kind and howsoever caused arising from the use by the Tenderer of such information.
  4. Consortium Tenders
     1. Consortia and/or other forms of partnership/multiple-organisation tender will be accepted by the Council.
     2. Such organisations are under no obligation to make legally binding arrangements at this stage.
     3. Consortium Tenderers must identify one organisation as the lead organisation to co-ordinate their tender response (unless a new organisation is formed/determined in advance of the formal procurement commencing, in which case the e-procurement system user profile should be set up under the new organisation’s name).
     4. The Council requires the Contract to be entered into by a lead single entity, as identified in their Selection Questionnaire.
     5. A Tenderer must promptly provide notification of any change in control, or its composition or its membership, if any, that takes place at any point following their tender submission. The Council reserves the right to disqualify any Tenderer that fails to provide notification, or to seek further assurance in the event of any changes, and to disqualify a Tenderer who does not provide sufficient assurance around any changes.
  5. Waiver
     1. An express waiver or variation of any of these conditions made in writing by an authorised officer for the Council shall bind the Council, otherwise, no other officer of the Council has the authority to vary or waive any of these conditions.

* 1. Tender Rigging
     1. The Council reserves the right to utilise the Competition and Marketing Authority’s (CMA) screening for cartels tool, available at the following link: <https://www.gov.uk/government/news/cma-launches-digital-tool-to-fight-bid-rigging>.
  2. Whistleblowing
     1. All Council contracts include provisions under which the Contract will be terminated if the supplier or anyone on its behalf bribes or attempts to bribe anyone in connection with the Contract or commits an offence under the Bribery Act 2010. There are similar provisions in respect of money laundering and misconduct in respect of European funding.
     2. The Council strongly encourages any individuals or organisations to contact the dedicated whistleblowing hotline on 01225 718 020 if any Councillor, employee, supplier, Tenderer or potential Tenderer attempts to engage in any such activity or suggests they will do so. The Council will treat all information raised in this way in confidence as per the protection offered to Council employees under the Council’s whistle-blowing policy. This policy can be found on the Council’s website.
  3. Tenderer Identity and Publicity
     1. No publicity or statements to the media regarding the procurement or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. This includes any written, recorded or verbal statements.
  4. Canvassing
     1. If the Tenderer or any person employed by the Tenderer, whether or not to the Tenderer’s knowledge:
        + Offers, gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking action in relation to the Contract or any other contract with the Council; and/or
        + Canvasses any of the project team in connection with the project; and/or
        + Contacts any officer of the Council prior to the Contract being awarded about any aspect of the requirement in a manner not permitted by this document (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the project);

The Tenderer will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

* 1. **Conflict of Interest**
     1. All conflicts of interest and potential conflicts of interest will be monitored by the Strategic Procurement Hub. Where identified, the Council will take appropriate measures wherever possible to effectively remedy conflicts of interest arising so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.
     2. Tenderers are required to complete a conflict of interest declaration as part of their tender **(Part F)**.  Tenderers are also under an ongoing obligation to update the Council as soon as possible should any declarations change.
     3. Where a conflict of interest is arising from involvement in the preparation of the tender procedure, a Tenderer shall only be excluded from the procedure where there are no other means to ensure compliance with the duty to treat economic operators equally .
     4. Prior to any such exclusion, candidates or tenderers shall be given the opportunity to prove that their involvement in preparing the procurement procedure is not capable of distorting competition.
  2. Confidentiality
     1. Subject to the exceptions referred to below, this ITT is being made available by the Council to the Tenderer on the condition that the information contained within it is used solely in connection with this competitive procurement process and for no other purpose. Tenderers must not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen:
        + Tenderers shall not use the information for any purpose other than for the purposes of submitting, or deciding whether to submit, a tender;
        + Tenderers shall not discuss information or any aspect of this procurement process in the media nor make any media or publicity statement or comment in relation to it without the express consent of the Council in writing.
     2. Tenderers shall treat all information relating to the procurement, the ITT and their tender as confidential and where the information needs to be copied to parties supporting the Tenderer, those parties shall treat it as confidential. Tenderers may disclose, distribute or pass information to another person associated with their tender if either:
        + This is done for the sole purpose of enabling a tender to be submitted and the person receiving the information undertakes in writing to the Tenderer to keep the information confidential on the same terms as set out in this ITT; or;
        + The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of information.
     3. The Council may disclose detailed information relating to tenders to Council executives, joint commissioners, officers or advisors, stakeholders or any other relevant party.
     4. The Council also reserves the right to disseminate information that is materially relevant to the project to all Tenderers, even if the information has only been requested by one Tenderer, giving due regard to the confidentiality of the Tenderer's tender at the relevant stages of the competition.
  3. **Non-Collusion**
     1. The Council reserves the right to exclude (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with the ITT:
        + Fixes or adjusts the amount of their tender by or in accordance with any agreement or arrangement with any other Tenderer or collaborative member of a Tenderer, or any person or organisation involved in the preparation of a tender (other than a member of its own collaboration or supply chain);
        + Enters into any agreement or arrangement with any other Tenderer or collaborative member of a Tenderer, or any person or organisation involved in the preparation of a tender, to the effect that they shall refrain from submitting a tender or as to the amount of any tender to be submitted; or
        + Communicates to any person other than the Council the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).
  4. Copyright
     1. The copyright in this document is vested in the Council and its advisors and may not be reproduced, copied or stored in any medium without the prior written consent of the Council.
     2. This document, and any document issued as supplemental to it, are and shall remain the property of the Council and must be returned upon request.
  5. Costs
     1. The Council accepts no liability to pay for any work undertaken by any Tenderer or other organisation in connection with its tender or participating in this procurement process. All costs, expenses and liabilities incurred by Tenderers in connection with the tendering and due diligence process shall be borne by Tenderers.
     2. For the avoidance of doubt this includes (but is not limited to) costs and fees incurred by Tenderers in negotiations, preparation and submission of any tender documentation, and any post-award due diligence processes.
     3. By returning its response to this document, the Tenderer confirms its understanding and acceptance of the fact that it shall have no claim whatsoever against the Council in respect of such costs and fees and in particular (but without limitation) the Council shall not make any payments to any Tenderer save as expressly provided for in any Contract if and when any such Contract is entered into.
     4. For the avoidance of doubt, the Council accepts no liability for abortive costs of unsuccessful Tenderers at any stage, or abortive costs in the event that the Council decides to abandon, vary or recommence the procurement.
  6. Modification and Withdrawal of Tenders
     1. No tender submission may be modified after the deadline for receipt.
     2. Tender submissions may be withdrawn at any time before the award of Contract, providing such intention is expressed in writing by the Tenderer. Any such withdrawal must be made through the e-procurement system.
     3. Any withdrawal of a submission is irrevocable, and any Tenderer withdrawing their submission will be automatically excluded from further participation in the procurement process for the requirement.
  7. Freedom of Information Act, Environmental Information Regulations, Transparency Requirements, Debriefing and Find a Tender Service Publication
     1. The Council is subject to the requirements of the Freedom of Information Act 2000 (the ‘Act’) and the Environmental Information Regulations 2004 (‘EIR’). Accordingly, all information submitted to it may need to be disclosed by the Council in response to a request under either the Act or the EIR (a ‘Request’).
     2. In making any submission during this procurement process, each Tenderer acknowledges and accepts that information contained therein may be disclosed by the Council under the Act or EIR without consulting the Tenderer, although the Council will endeavor to consult with the Tenderer and consider its views before doing so.
     3. If Tenderers consider that any information made available to the Council is commercially sensitive, they should identify it within the relevant section of the form of tender and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Council is marked commercially sensitive, the Council shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked ‘confidential’ or equivalent by Tenderers does not bind the Council to any duty of confidence by virtue of that marking.
     4. Exemptions to disclosure pursuant to a Request do exist and the Council reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Tenderers pursuant to any Request. If you are unsure as to the Council’s obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
     5. Where council goods or services are supplied by a third-party contractor, the service information is subject to the Act. The contractor’s organisation as a whole is not subject, only that part which relates to the service provided. Any information submitted to the Council may be considered for disclosure, therefore please ensure that only necessary information is submitted.
     6. The Council publishes all payments over £250 on the council website. This information includes supplier name and payment amount. This information is available on the following link: <http://www.wiltshire.gov.uk/open-data-payments>.
  8. Law
     1. This ITT, the entire procurement process and any Contract arising from it shall be governed by and construed in accordance with the laws of England and in the event of any dispute relating thereto the parties hereto submit to the jurisdiction of the Courts of England.
  9. Accuracy of Information
     1. The information in this ITT has been prepared in good faith but does not purport to be accurate, complete and exhaustive, or to have been independently verified.
     2. Tenderers should not rely on the information set out in the ITT and should carry out their own due diligence checks to verify the accuracy of the information.
     3. No information in this ITT is warranted by the Council or its advisors and further shall not be taken nor deemed a promise or representation as to the future.
     4. Neither the Council, its advisors, nor the officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this document or at any other stage of the procurement process leading up to the execution of the Contract nor shall any of them be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any such information.
     5. Any persons considering making a decision to enter into contractual relationships with the Council on the basis of the information provided should make their own investigations and their own independent assessment of the requirements for the provision of the requirement and associated issues and should seek their own professional financial, technical and legal advice.
     6. Except in relation to data warranted by the Council as finally agreed in the Contract, Tenderers shall be deemed to have carried out all necessary research, investigations and due diligence and all necessary enquiries in order to have satisfied themselves as to the nature, extent and volume of the requirements, their obligations described in this document, the extent of the personnel, equipment, property and assets which may be required and any other matter which may affect their tenders, pricing, projections or financial modelling.
     7. The Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract(s) and no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer by reason of the scope of the services or requirements relating to the tender being different from that envisaged by the successful Tenderer or otherwise.
     8. This ITT is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Council or any of its advisors to any recipient.

# Tender Evaluation

* 1. Evaluation process
     1. This process is based on the Open procedure.
     2. the evaluation of tenders will be based on a most economically advantageous tender approach, therefore both quality and financial elements will be taken in to account as detailed below.
     3. The Council reserves the right to vary the award procedure for any fair, transparent and proportionate reason at its sole discretion.
  2. Outline process
     1. Evaluation of tenders will be conducted in the following stages:
        + Tender compliance review
          1. Check for completeness and compliance
          2. Acceptable completion of the Selection Questionnaire
        + Qualitative and Financial evaluation of tenders
          1. Individual scoring by panel members
          2. Tender clarifications (if required)
        + Moderation
     2. Award
     3. For efficiency these stages may be conducted in parallel. The commencement of the evaluation of any stage is not an indication that any previous stage has been successfully passed.
  3. Tender Compliance Review
     1. Tenders will first be checked for completeness and compliance with the requirements before quality and financial responses are evaluated. The compliance review will check that tenders:
        + Are submitted by the due date and time;
        + Contain all declarations completed and signed;
        + Are within set word limits for each relevant question (where applicable); and
        + Use appendices and attachments in an acceptable manner.
     2. Where in the opinion of the Council a tender does not meet the above criteria then it may be deemed non-compliant, and the Tenderer disqualified. In this event, further evaluation of the tender will not be undertaken.
  4. Tender Evaluation
     1. Subsequent to the tender compliance review, evaluators will complete an individual evaluation of tenders based on the responses received. Evaluators will be required to provide an explanation in support of each score. No prior information or knowledge of Tenderers will be used, unless the information provided by a Tenderer is known to be false or inaccurate.
     2. The evaluation methodology provides evaluators with a way of applying a clear rationale to their decision making, and will ensure equality in the treatment of Tenderers.
     3. When the independent evaluation process has been completed by all of the evaluators, a moderation process will take place to agree a final moderated score for each question for each Tenderer. When the moderation process is complete, a final moderated score will exist for each applicable question. This moderated scoring will have the relevant weighting applied and the total weighted score will be used to determine the successful Tenderer.
     4. The quality questions are provided in **Annex 1**.
  5. Financial Evaluation
     1. The financial evaluation will be based on the Tenderer’s completed pricing schedule. The financial evaluation will run alongside the qualitative evaluation.
     2. The Tenderer must ensure they have checked their submitted pricing schedule for accuracy, including any formulae, and that there are no errors in calculations.
     3. The Council reserves the right to disqualify tenders that, in its sole opinion, are costed at an unrealistically or unsustainably low level, or where any supporting evidence or narrative response does not match the costs listed.
     4. The tender price submitted must include all costs to deliver the service as described in the specification and the Tenderer’s own narrative response. The Tenderer’s prices must include all that is necessary for the proper execution of the requirements in accordance with good work practice and with all relevant legislation and associated practical guidance approved by the Health and Safety Executive as appropriate.
     5. Prices submitted are required to be inclusive of any application of the Transfer of Undertakings (Protection of Employment) Regulations (as amended) in relation to or arising out of the award of the Contract for the requirement.
     6. Tenderers will be evaluated on the basis of the annual value submitted in **Annex 2 – Financial Workbook.**
     7. Any submission made that is over the annual contract value as stated in **A5** will automatically be rejected and will not be evaluated.
  6. Evaluation Panel and Role of Evaluators
     1. The evaluation methodology provides the evaluation panel with a way of applying a clear rationale to their decision making, and will ensure equality in the treatment of Tenderers.
     2. Members of the evaluation panel will:
        + Read and review tender responses; and
        + Evaluate tender submissions in line with the evaluation criteria; and
        + Participate in the moderation process.
     3. It is possible that any of the evaluators may not review and score the tender submission in its entirety and so Tenderers should ensure that all responses are self-contained and do not refer to other responses.
  7. Scoring Matrices
     1. The following scoring matrices will be applied to tender submissions:
     2. **Pass/Fail Questions**

|  |  |
| --- | --- |
| **Assessment** | **Interpretation** |
| Pass | Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity |
| Fail | Does not confirm compliance with / acceptance of the requirement, or does not provide acceptable and appropriate evidence of capability and capacity |

* + - * Any tender response that results in an assessment of “Fail” for any “Pass/Fail” question will result in the tender being disqualified.
    1. **Scored Quality Questions**

| **Assessment** | **Interpretation** | **Score** |
| --- | --- | --- |
| Deficient | A significantly deficient answer, the response provides no confidence of successful delivery **OR** a response has not been provided to this question. | 0 |
| Very Poor | A very poor answer that gives very little detail or evidence. The response does not show understanding of the requirement and provides little confidence of successful delivery. | 1 |
| Poor | A poor answer that only partially addresses the requirement.  The response illustrates some understanding of the requirement but provides does not provide sufficient confidence of successful delivery. | 2 |
| Acceptable | An acceptable answer meeting the requirement with a sufficient level of detail and evidence.  The response illustrates an understanding of the requirement and provides sufficient confidence of successful delivery. | 3 |
| Good | A good answer, with a comprehensive level of detail and strong evidence.  The response illustrates a comprehensive understanding of the requirement and provides good confidence of successful delivery. | 4 |
| Excellent | An excellent answer with exceptional detail and evidence.  The response illustrates an excellent understanding of the requirement and provides an excellent level of confidence of successful delivery. | 5 |

* + 1. Tenderers are expected to achieve a minimum of an ‘Acceptable’ standard on each question, or an equivalent minimum numerical score of 3. The Council reserves the right to reject any tender which does not meet this threshold as a minimum in respect to one or more of these criteria.
  1. Determining the Winner
     1. The total annual contract value will be divided by the total amount of quality points scored for each submission. This will produce a price per quality point.
     2. The Tenderer with the lowest price per quality point will be deemed the winning bidder.
     3. For example:

|  |  |  |  |
| --- | --- | --- | --- |
| **Provider** | **Annual Contract Price** | **Quality Points Scored** | **Price per Quality Point** |
| A | £2,530,751.00 | 190 | £13,319.74 |
| B | £2,300,700.00 | 165 | £13,943.66 |
| C | £2,450,950.00 | 170 | £14,417.35 |

* + 1. In the above illustration the winner is provider A
  1. Tiebreak Criteria
     1. Where there is a tie in the scoring between Tenderers, the highest scoring Tenderers for the following criteria will be used to determine the rankings:
        + Tiebreak criteria 1, Question 1 then
        + Tiebreak criteria 2, Question 2; then
        + Tiebreak criteria 3, Question 9.
     2. All Tenderers who submit tender responses will receive appropriate feedback from the Council at the conclusion of the process.
  2. Award Stage
     1. If and when a final contract award decision is reached, Tenderers will be notified of that decision and a minimum standstill period of ten (10) calendar days will be observed before a Contract is entered into. At the start of the standstill period, appropriate feedback will be provided to unsuccessful Tenderers on their tenders.
     2. Award decisions are not binding on the Council and an award decision alone will not constitute any form of contract. Should post-award discussions break down between the Council and the successful Tenderer, or between the incumbent provider and incoming Tenderer, the Council may, at its absolute discretion, consider alternative options in order to ensure business continuity.

# Background Information

* 1. Background Information about the Council
     1. Background information about the Council can be found within:
* Wiltshire Council’s Business Plan 2017–2027 – <http://www.wiltshire.gov.uk/council-democracy-business-plan>
* Wiltshire Council’s Constitution – <http://cms.wiltshire.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13386&path=0>
* Wiltshire Council website – <http://www.wiltshire.gov.uk/>
  1. Wiltshire Council Aspirations
     1. The Council strives to improve the environment and quality of life in Wiltshire and its surroundings.
     2. This includes:
* energy and environmental aspirations; and
* social value; and
* addressing inequalities, including within supply chains, and with regards to the protected characteristics addressed within the Equality Act and in the Modern Slavery Act.
  1. Safeguarding
     1. The Council is committed to safeguarding all children, young people and vulnerable adults. The Council believes that all children, young people and vulnerable adults have an equal right to protection from abuse, regardless of their age, race, religion, ability, gender, language, background or sexual identity and consider the welfare of children, young people and vulnerable adults is paramount.
  2. Armed Forces Covenant
     1. The council is committed to the Armed Forces Covenant and encourages its suppliers to also add their support. Information can be accessed via: <https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information>.
  3. Apprenticeships and Skills
     1. Apprenticeships are key to growing a skilled and competitive workforce that meets the needs of employers and drives business growth. The Council encourages its suppliers to consider apprenticeships where appropriate to the requirement.
  4. Growing the Local Economy
     1. The Council want to continue sustainable growth in local communities, and grow the skills of the local workforce so that the council can continue to attract and retain high value businesses in Wiltshire. The Council actively encourages tenders from small, medium enterprises (SME’s). The Council also encourages consideration by larger companies of opportunities and social value benefits they can offer to the local community.

# Service Specification(s)

Attached at Annex 3 – Service Specification

# Declarations

* 1. **Declarations to be Submitted**
     1. Tenders must be submitted in the format contained in this documentation, and must be accompanied by the following signed declarations:-
        + Form of Tender
        + Conflict of Interest Declaration
     2. Please return the declarations by completing all of the templates in this section and uploading them as part of the tender response on the e-procurement system.

MUST BE SUBMITTED

Form of Tender

**HC1567 Life Course Substance Misuse Service**

|  |  |
| --- | --- |
| **Tenderer Name:** |  |
| **Tenderer Address:** |  |

I agree:

* That this offer and any contracts arising from it shall be subject to the terms of this ITT and the terms and conditions of Contract set out by this ITT; and
* To provide the requirements as specified in this ITT and associated documents and for the period specified in the Contract; and
* If this offer is accepted, that any subsequent Contract will be executed within a reasonable number of days of being called upon to do so; and
* That this tender is made in good faith and that the Tenderer has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person.

I am able, if required, to offer a parent company guarantee at no additional cost and the details of the parent company are:

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Registration Number:** |  |

I have provided any relevant commercially sensitive information as follows:

|  |  |
| --- | --- |
| **Information considered commercially sensitive:** |  |
| **The reasons this is considered exempt:** |  |
| **The period of time this is considered exempt:** |  |

NB: Where information is identified here as sensitive, reasonable justification must be provided for consideration by the Council.

The total contract price (excluding VAT and inclusive of any optional extension periods) for the requirement specified within the ITT is:

|  |  |
| --- | --- |
| **Total sum in £:** |  |
| **Total sum in words:** |  |

I warrant that I have all the requisite authority to sign this tender and confirm that I have complied with the requirements of this ITT.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name and Role:** |  |
| **For and on behalf of:** |  |
| **Date:** |  |

MUST BE SUBMITTED

Conflict of Interest Declaration

**HC1567 Life Course Substance Misuse Service**

As part of the commissioning process, it is a requirement that any actual or potential conflicts of interest are managed appropriately.

An actual conflict of interest involves a material conflict between one or more interests, a potential conflict of interest if there is the possibility of a material conflict between one or more interests in the future.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by the Council or other public body, although Tenderers are requested to disclose such relationships for information purposes.

Please provide a description of any interest that is being declared for both the organisation and any relevant persons as set out below. If no potential conflict of interest is identified, please state this in the response:

|  |  |
| --- | --- |
| **Name of Organisation:** |  |
| **Please insert below EITHER details of interests held OR state ‘not applicable’** | |
| Details of interests held / not applicable: | |
| **Dates** **Applicable**: |  |

To the best of my knowledge and belief, the above information is complete and correct. I undertake to update the information as necessary.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name and Role:** |  |
| **For and on behalf of:** |  |
| **Date:** |  |

# Annex 11 – How to Submit a Tender on the e-Procurement System

Tender documents submitted must adhere to the following requirements:

* + - * Each tender document must be uniquely named or referenced; and
      * All pages of the tender documents must be clearly numbered as "Page [x] of [xx]" and include the date and title of the document on each page; and
      * Any attachments must be clearly referenced within the narrative of the tender, and not embedded but provided as additional separate attachments; and
      * A table of contents must be provided including any supporting additional attachments; and
      * Tenderers must use 12and

Please note that assistance on the e-procurement system is available via the help and guidance within the site. Supplier guidance documents are also available to view and download.

All documents required to submit a tender are available on the e-procurement system.

All tenders must be submitted via the e-procurement system prior to the deadline in this ITT. Please allow sufficient time to upload documentation as late submissions will not be accepted. Insufficient time allowed for upload will not be considered a justification for extension by the Council.

If Tenderers experience technical difficulties relating to the e-procurement system they should use the ‘Help’ button on the blue menu bar on the homepage and follow the instructions for submitting a query.

To view this opportunity

1. Login to the system
2. Opportunities are available to see within the ‘Opportunities’ section of the home screen, and there is a search function to look for other opportunities.
3. Find the opportunity you are interested in and click the title
4. Click the link ‘Open’ to view all the documents relevant to the opportunity

Register intent

1. Click on ‘Register Intent’ which informs the Council of your intention to respond to the opportunity

Decline interest

1. If you do not wish to submit an application, click on ‘No Longer Wish’ to inform the Council that you wish to decline the opportunity, giving reasons for withdrawing

Response wizard

1. After registering intent, click into the tender title and click the link ‘Start’
2. Click ‘Start my response’ and follow the response wizard
3. Under ‘Actions’ click ‘Edit response’ to answer questions online within the system where required
4. Where documents are required, tender documents can be downloaded, completed, then re-uploaded to the system as part of your tender response

If you do not wish to submit an application, following registering of an interest, you can do so at any point by going into ‘My Activities’, searching for the project, opening the Project detail and click on ‘Opt Out’ to inform the Council that you wish to decline the opportunity, giving reasons for withdrawing using the drop down options box.

# Annex 12 – Selection Questionnaire Tenderer Guidance

* 1. **Selection Questionnaire Instructions to Tenderers**
     1. All Tenderers must submit a completed Selection Questionnaire (SQ) in accordance with these instructions.
     2. All SQ submissions must be submitted via the e-procurement system using the online questionnaire.
     3. Tenderers will be evaluated on the basis of the standard SQ which is derived from the Crown Commercial Service template. This consists of:
        + Part 1 – basic information such as the contact details, trade memberships, details of parent companies, group bidding etc.
        + Part 2 – self-declaration by the Tenderer regarding whether or not any of the exclusion grounds apply.
        + Part 3 – self-declaration by the Tenderer regarding whether or not the Tenderer meets the selection criteria in respect of their financial standing and technical capacity.
     4. The SQ is a self-declaration, made by the Tenderer, that the Tenderer does not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures taken to rectify the situation (self-cleaning).
     5. Where the Tenderer is bidding on behalf of a group (consortium) or intends to use sub-contractors, the selection questions must be completed on behalf of the consortium and/or any sub-contractors. The answers for Part 3 must form one composite response and declaration for the group.
     6. All the organisations that are relied upon to meet the selection criteria must provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This includes joint ventures and partnerships, where each organisation in that group must complete a Part 1 and Part 2. Where a Tenderer relies upon a sub-contractor to meet the selection criteria this sub-contractor must also complete a Part 1 and 2 self-declaration (although sub-contractors that are not relied upon do not need to complete).
     7. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
     8. The authority recognises that arrangements set out in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The Tenderer must notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information. The Council reserves the right to disqualify any Tenderer that fails to provide notification, or to seek further assurance in the event of any changes, and to disqualify a Tenderer who does not provide sufficient assurance around any changes. The Council reserves the right to deselect a potential supplier or a group prior to any award of contract, based on an assessment of updated information.
  2. **Selection Questionnaire Consequences of Misrepresentation**
     1. Where a Tenderer seriously misrepresents any factual information in filling in the SQ, and so induces the Council to enter into a contract, there may be significant consequences. The Tenderer may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into the Tenderer may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, the Tenderer or the Tenderer’s responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and must be excluded from further procurements for five years.
  3. **References**
     1. Tenderers are requested to provide 3 references. References provided will be used to verify information provided only and will not be scored. Tenderers may include the Council as a referee where relevant and appropriate.
     2. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
  4. **Supporting Information**
     1. The Council reserves the right to request evidence in support of a Tenderer’s SQ submission, including but not limited to:
* A copy of current insurance documents;
* Three years annual accounts (unless you are a limited company in which case your registration number will be used to check your financial status); or
* An annual report.
  1. **SQ Evaluation**
     1. The following scoring matrices will be applied to SQ submissions:
     2. **Pass/Fail Questions**

|  |  |
| --- | --- |
| **Assessment** | **Interpretation** |
| Pass | Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity |
| Fail | Does not confirm compliance with / acceptance of the requirement, or does not provide acceptable and appropriate evidence of capability and capacity |

* + - * Any SQ response that results in a final score of “Fail” for any “Pass/Fail” question will result in the SQ being disqualified.