



Bristol City Council

**Project Title: CSI/ED/Alternative Learning Provision (ALP)
Framework**

Invitation to Tender Document

ProContract ID: DN549611

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FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 463,400 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment.

The Council spends around £300million per annum on various works, goods and services to bring benefits to the City and its residents. Many of these are provided by external providers, all of whom must commit to upholding the standards that the Council expects. These include:

Standards of work – work must be carried out to the highest standards by suitably qualified and competent personnel.

Health and safety – organisations must have relevant and effective health and safety systems and policies in place. They must comply with relevant legislation, codes of practice and safe working systems.

Business Continuity – organisations providing essential services must be able to maintain service in the event of a major emergency.

Social Value – the Council is committed to maximising the impact of public expenditure to get the best possible outcomes, and recognising that people who live in Bristol are central to helping us to achieve our aims. Therefore the Council is looking for additional social value benefits through the commitments you make within this tender.

Environment - the Council would like to use its influence and powers to improve Bristol's environment, keep it a Green Capital. The Council has its own Environmental Policy

<https://www.bristol.gov.uk/documents/20182/1352057/Environmental+Policy/b9e63e8b-40e7-b6d5-6815-ee3d02f24d6b>

Equalities – providers must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty. The provider must have due regard to the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
- b) Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
- c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Safeguarding – providers must provide the service in such a manner that complies with national and Council requirements with regards to safeguarding the service users.

Data Protection – providers must adhere to the principles of the General Data Protections Regulations when working with personal data.

SECTION ONE – BACKGROUD AND OVERVIEW

1 Introduction

- 1.1 Bristol City Council (“the council”), North Somerset Council, South Gloucestershire Council wishes to appoint provider(s) for Alternative Learning Provision. The contract is divided in to three lots: Full-time, Part-time, and Early intervention.
- 1.2 Full-time: The Service will offer full-time education to pupils who are not able to, or are at risk of not being able to, receive effective education in mainstream schools, and require support through ALP. The Service will have high aspirations for all pupils and will focus on supporting engagement, personal development and academic learning.
- 1.3 Part-time: Part-time ALP offers additional and complimentary support to that provided by schools, to support pupils’ sense of belonging as well as their attendance, academic attainment and personal development.

The Service will offer a programme for individuals or groups of pupils, supporting engagement, personal development and academic learning, based on each pupil’s own needs, aspirations and preferences.

- 1.4 Early intervention: Early intervention in-school ALP, to be delivered within mainstream schools, will support pupils’ sense of belonging as well as their attendance, academic attainment and personal development. The Service will support schools to be more inclusive and help them to keep pupils in mainstream school, wherever possible.
- 1.5 This document contains details of the bidding process.

2 Proposed Contract

- 2.1 The Contract will be for the period of 5 years and will commence on the 01st September 2022 with the option to extend for up to a further 1 year.
- 2.2 Ceiling of £4.55m per year across the three local authorities

3 Lots

- 3.1 The Council intends to split the contract into the following lots:
- Lot 1 – Full-time
 - Lot 2 – Part-time
 - Lot 3 – Early Intervention

SECTION TWO – INSTRUCTIONS FOR SUBMISSION OF BID

4 General

- 4.1 Bidders are invited to submit a bid for the above-mentioned tender.
- 4.2 The Council is utilising the ProContract e-Tendering System to manage this procurement and communication with bidders are as outlined below. You should not refer to general promotional literature or policies. Nor should you include these unless the Council has specifically asked you for them.
- 4.3 The instructions in this document are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified.
- 4.4 Bidders should read these instructions carefully before completing the bid documentation. Failure to comply with these requirements for completion and submission of the bid response may result in the rejection of the bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the contractual requirements and obligations.
- 4.5 These instructions constitute the Conditions of bidders. Participation in the bidding process automatically signals that the bidder accepts these conditions.
- 4.6 Bids must not be qualified and bidders should not make unauthorised changes to the bid documentation. Bids must not be accompanied by statements that could be construed as rendering the bid equivocal or placing it on a different footing from other bids. Nor should bidders approach the Council during the bid process to suggest alterations in the bid documents. Where a bid submission does not comply with this paragraph, the Council's decision as to whether or not your bid is acceptable and how it will treat an unacceptable bid will be final and the Council will not regard itself as under any obligation to consult bidders on this.
- 4.7 All bid documents and submissions must be completed in their entirety. The bidder who is awarded the Contract will be required to sign the contract documents:
- Where the bidder is an individual, by that individual;
 - Where the bidder is a partnership, by at least two duly authorised partners; or

- Where the bidder is a company, by two Directors or by a Director and the Company Secretary.
- 4.8 If you are a company you must satisfy yourself that carrying out the contract in the way this contract is structured will be within your objects and powers and demonstrate this to the Council.
- 4.9 All documentation supplied by the Council shall remain its property and confidential to it. Bidders may not without the Council's written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the bid or contract documents or any information or material which the Council may make available to bidders all of which shall remain confidential to the Council.
- 4.10 The Council may reject non-compliant bid responses. Bid responses that are deemed by the Council to be fully compliant will proceed to evaluation.
- 4.11 The Council does not warrant that it will place any particular orders or any level of business with the provider it selects. The Council does not bind itself to accept the lowest priced or any bid. The Council shall not be liable for any loss or expense incurred by any bidder as a result of its decision not to award the contract to any bidder.
- 4.12 The winning bidder will receive a Standstill notification letter advising the successful outcome and the Council's intention to contract award on expiry of the Standstill period. The remaining bidders will receive an unsuccessful notification letter.

5 Timescales

- 5.1 Set out below is the proposed timetable. This is intended as a guide and whilst the Council does not intend to depart from the timetable it reserves the right to do so at any stage.
- 5.2 The Council reserves the right to cancel the whole or part of the bid process at any point and is not liable for any costs resulting from any cancellation.

| DATE | STAGE |
|------------|--|
| 17/01/2022 | Bid & clarification process opens |
| 19/02/2022 | Clarification period closes |
| 25/02/2022 | Closing date and time for receipt by the Council of completed bidder responses via the ProContract |

| DATE | STAGE |
|------------|-------------------------------|
| | tendering system. |
| 25/02/2022 | Evaluation of bids commences |
| 04/05/2022 | Notification to bidders |
| 01/09/2022 | Commencement date of contract |

5.3 Future DPS rounds are intended as a guide and whilst the Council does not intend to depart from the timetable it reserves the right to do so at any stage.

| DPS Round | Open | Closes |
|-----------|------------|------------|
| Round 1 | 17/01/2022 | 25/02/2022 |
| Round 2 | 25/02/2022 | 03/06/2022 |
| Round 3 | 03/06/2022 | 02/09/2022 |
| Round 4 | 02/09/2022 | 02/12/2022 |

5.4 Once the initial tender (round 1) is complete, the Council will evaluate bids according to the following dates. However, the Council reserves the right to deviate from this at any time during the life of the Contract. After the dates listed below, the Council will evaluate the bids every year, though in some circumstances this timescale maybe reduced.

5.5 Providers who choose not to submit a tender during the initial tender period or who may be unsuccessful in meeting the requirements for admission for the framework may submit/re-submit their tender via ProContract at any time.

5.6 The ProContract system will remain open continuously to accept new or re-submitted bids. It should be noted however that the Council only intends to evaluate these bids periodically and so there may be some delay between submission and evaluation of your bid.

5.7 If you are re-submitting your bid after being unsuccessful, please complete the re-submission form indicating which sections of the tender you are re-submitting. Your organisation does not need re-submit all areas of your bid, only those that you have failed on or where you are trying to increase your overall score.

- 5.8 In order to manage the submission of new tenders the system will periodically release a new 'DPS Round'. If you are applying during the initial tender period you will only see DPS Round 1 – and you will make your submission on DPS Round 1. Once you have made your application and until you receive feedback from the Council and confirmation of your place on the residential rehabilitation open framework you need not worry about any further DPS Rounds being released.
- 5.9 If you are applying after the initial tender period or are making a re-submission you will be making your submission on a later DPS Round e.g. DPS Round 3 or DPS Round 5.

6 Bid Validity

- 6.1 The bid is an unconditional offer and shall remain open for acceptance for 180 days. A bid valid for a shorter period may be rejected.

7 Preparation of Bid

- 7.1 Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of bids. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bids and all other stages of the selection and evaluation process. All material issued in connection with this bid process shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council or securely destroyed by the bidder (at the Council's option) at the conclusion of the procurement exercise or earlier if a bidder withdraws or declines an interest.
- 7.2 Under no circumstances will the council, or any of its advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this tendering process.
- 7.3 Bidders should provide their response to the questions within the on-line questions section of Pro-contract rather than referring to one of their documents. Additional documents may be required this will be indicated within the question and the evaluation criteria. If additional documents are not specified these will not be evaluated.
- 7.4 The Council may make drafting changes to the bid documentation until six working days before the date for return of bids. Bidders will be required to accept any such changes without reservation and by submitting a bid they are

deemed to have accepted such changes and any bid submitted in non-compliance with those changes may be excluded from further consideration.

- 7.5 Bidders should notify the Council promptly of any perceived ambiguity, inconsistency, or omission in the bid documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this bid should be made in writing via ProContract using the messages function.
- 7.6 Tenderers should make sure their answers are clearly written and unambiguous so that evaluators are able to understand and assess how well the answer meets the criteria. If the evaluators are unable to understand the answer, there is a risk that they will not be able to determine whether the answer satisfies the requirement, and a lower score is given.

8 The Bid Pack

| Document | Information |
|--|--|
| Invitation To Tender Document | <ul style="list-style-type: none"> This includes details of the bidding process, award criteria, the background information and key requirements that need to be addressed to enable bidders to submit a formal proposal for completing a particular piece of work or for the provision of Services or Goods. |
| Specification (separate pdf document) | <ul style="list-style-type: none"> The Specification information is an explicit set of requirements to ensure the right service or goods are provided. Bidders need to understand what the requirements are and relate this to the input required in other parts of the bid documents. |
| Standard Selection Questionnaire (These are embedded in Pro-contract) | <ul style="list-style-type: none"> These are the Crown Commercial Services standard questions designed to test if a bidder meets the minimum levels of suitability. These are embedded in Pro-Contract. |
| Quality Questions (These are embedded in Pro-contract) | <ul style="list-style-type: none"> These questions are embedded into the Pro-contract system and the bidder should complete their response on-line. Only |

| | |
|---|--|
| | complete the Quality Questions that are relevant to the lot that you are applying for. For those you are not applying for please click “opt out” |
| Costing Schedule | <ul style="list-style-type: none"> Please complete and return as an attachment on the Pro-contract system. Only complete the costing schedule that applies to the lot you are applying for. |
| Declarations Non-Collusive & Non-Canvassing Certificate | <ul style="list-style-type: none"> The bidder should complete the appropriate forms and upload them in responses to the questions on ProContract. |
| Terms & Conditions | <ul style="list-style-type: none"> These are attached on the attachment tab. |
| Market Engagement Information | <ul style="list-style-type: none"> This is for information only and provides details of the market engagement |

9 Submission of Bid

- 9.1 The Council is utilising the ProContract e-Tendering System to manage this process and communicate with bidders. Accordingly, there will be no hard copy documents issued to bidders and all communications with the Council including the submission of bid responses will be conducted via ProContract.

10 Bid submission

- 10.1 Please note the ‘Time Remaining Countdown’ alerting you to the time available to final bid submission. Please note the ProContract system may let you submit after the deadline, but the Council will not accept bids submitted after the deadline.
- 10.2 In the event that a bidder does not wish to participate further in this procurement exercise, the bidder should click on ‘No Longer Wish to Respond’. If the bidder declines after downloading the bid documents all data supplied should be destroyed.

Please allow sufficient time to upload documentation and submit your bid. It would be unwise to commence uploading documents less than four hours before the deadline. Also, remember after up loading your documents and answering all the on-lines question **to press the SUBMIT button** within ProContract. Until you have pressed the SUBMIT button you haven’t sent your tender bid through to the Council. If bidders experience any technical

difficulties relating to the ProContract, then call 0330 005 0352 Monday to Friday 8.30 am to 17.30 pm or email: procontractsuppliers@proactis.com

- 10.3 It is the bidder's responsibility to return completed documentation via the ProContract.
- 10.4 During the bid process, any communication between bidders and the Council must be made via ProContract. The Council may ask any bidder at any time during the procurement to submit all or part of the evidence it is necessary to ensure the proper conduct of the procedure
- 10.5 After the closing date for receipt of bids the Council expects only to make contact with bidders for the following purposes:
- To clarify information contained in the bid documents;
 - To clarify anything relating to guarantees;
 - To ask for evidence that the winning bidder meets the requirements of the Standard Selection Questionnaire;
 - To inform bidders of the award decision;
 - To give bidders feedback about their bid;
 - To agree the commencement date.
- 10.6 If the winning bidder fails to supply the required evidence within the set timescale, or the evidence proves unsatisfactory, the award of the contract will not proceed to that bidder. The Council has the right to then choose to amend its award decision and award to the second placed bidder, provided that they have submitted a satisfactory bid. Alternatively the Council may terminate the procurement process.

11 Clarification Questions

- 11.1 All queries, questions and requests for information regarding this bid should be made via ProContract.
- 11.2 These should be submitted **no later than the clarification deadline listed above**. It should be noted that such requests and the answers will be communicated to all other bidders via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.

12 Freedom of Information Act and Environmental Information Regulations 2004

- 12.1 The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. So far as procurement information is concerned, the Council currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your bid, bidders are taken to accept this.

| Information | How it is treated |
|---|--|
| Bid submissions | Will be treated as publicly inaccessible at least until the notification of successful bidder. |
| Identity and amount of bids | The total bid price of successful bidder will become accessible between notification of successful bidder and contract signature. |
| Contract Documents as completed by the successful bidder | Accessible during the advertisement period under the Council's auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that the Council may not agree to treat information as confidential unless there is a really strong justification for doing so. |

13 Bribery Act 2010 & Whistleblowing

- 13.1 Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.
- 13.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 13.3 The Council also requires of bidders that they sign non-collusion agreements to the effect that they will not collude with other bidders in submitting bids, except where they are consortiums.
- 13.4 If so, or for that matter in respect of any concerns a supplier may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the Council's Whistle Blowing Policy. This can be found on the Council's publicly accessible website.

14 Fraud Act 2006

- 14.1 In responding to this bid documentation your attention is drawn to the Fraud Act which now includes offences of:
- Dishonestly making a false representation; and
 - Dishonestly failing to disclose information which a person is under legal duty to disclose.
- 14.2 In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
- 14.3 When returning your bid you are confirming that your bid contains accurate information which will not mislead the Council in the bid evaluation process.
- 14.4 In the event that the Council finds that any bid contains a false representation, or which fails to disclose information relevant to the bid selection process, that bid will be disqualified and the Council will consider referring the matter to the police.
- 14.5 If your bid is successful and the Council finds during the period of the Contract that either of the above applies, the Council reserves the right to immediate termination and to seek a full indemnity for any loss or damage caused.

15 Data Protection

- 15.1 Both parties are bound to comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and will have obligations to one another under that legislation in the event that personal data is being handled by virtue of this contractual relationship. In the event that a controller-processor relationship is identified, it is required that the controller place specified contractual obligations upon the processor. Should both parties be controllers, the obligations of the parties will need to be considered and a separate agreement entered into outlining these. Details of the relationship, if any, will be provided in the contract documentation.
- 15.2 Should the supplier be handling personal data under the contract, the Council will seek assurances from the tenderers and/or the successful tenderer in order to ensure compliance with the GDPR and the tenderer must demonstrate that the technical and organisational measures put in place meet the requirements of the contract. In the absence of sufficient assurances, the Council reserves the right not to award the contract to the first placed bidder.

16 Other Matters

- 16.1 Tenderers should not attempt to canvass any Member or Officer of the Council about their bid or try and obtain confidential information relating to the services or the bidding process from anyone associated with the Council or from any other past or present service provider to the Council. If tenderers do so their bid is likely to be rejected.
- 16.2 The Council cannot and does not propose to commit itself as to:
- Its requirements after this contract has expired;
 - What arrangements it may propose to make to procure the services;
or
 - What the legislative regime will be at that time as to the procurement of goods/services/works or transfer of staff after this contract has expired.
- 16.3 Bidders should not try and recruit any Council employee who has during the year prior to the closing date for the submission of bids been employed on work relating to the contract. If you do so, your bid is likely to be rejected.
- 16.4 Pre-market engagement has taken place and the information relating to this is available as an attachment on ProContract, this is to ensure transparency and

fairness of the procurement process. The details of the soft market testing is an attachment on ProContract.

SECTION THREE - COLLABORATIVE ARRANGEMENTS

17 Collaboration Arrangements

- 17.1 The resources, range and depth of skills needed to deliver this project to the Council are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
- 17.2 Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Bidder”. The bidder is responsible for ensuring that the bid submission is fully completed and the required information is provided in respect of consortium members (as appropriate).
- 17.3 A consortia proposal requires either a clear lead organisation with whom the Council will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
- 17.4 The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
- Lead partner consortium;
 - Joint and several liability consortiums;

18 Lead partner consortium

- 18.1 A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, deliver a contract. One partner, will contract with the Council, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of the contract. The other consortium members are effectively sub-contractors to the lead organisation.
- 18.2 The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to deliver the entire contract.

- 18.3 Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.
- 18.4 It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the contract. This is not the responsibility of the Council.

19 Joint and several liability consortia

- 19.1 The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
- 19.2 The cumulative strength of both the financial and technical capability is assessed once the bids are submitted or against the winning bidder.
- 19.3 Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

20 Sub-contracting

- 20.1 This is where the Council contracts with one provider (the lead provider) and the relationship in respect of contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out.
- 20.2 It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, bidders should be aware that where, in the opinion of the Council, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the bidder to proceed with the procurement process and/or to perform the contract. For the

avoidance of doubt, in the event that the Council considers that such a change constitutes a material change for the purposes of procurement law, then the Council reserves the right to disqualify the bidder from the procurement process and to terminate any contract entered into.

- 20.3 There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted; i.e. the lead provider will deliver the core elements of the service. Where collaborative bids or sub-contracting arrangements are proposed details will need to be provided at the Invitation to Tender stage where the role(s) of the subcontractors/collaborators will need to be provided with the approximate percentage of contractual obligations assigned to the subcontractor/collaborators.
- 20.4 The Council will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the Council would expect payments to sub-contractors to mirror the payment conditions to the provider. The Council would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.
- 20.5 Whilst the Council does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are considered to be unacceptable or inappropriate.

21 Other information – Multiple Bids

- 21.1 It is possible for an organisation to bid as a member of more than one consortium; or as part of a consortium, as an individual organisation, or as a sub-contractor to another bidder. It is advisable for such organisations to seek independent legal advice as the Council cannot offer this. In this instance, the relevant organisation/s are also required to submit a certificate 'regarding involvement in other bids' with their bid. This certificate will form part of the bid documentation. The purpose of this certificate is to protect the Council from any claims regarding contravention of competition law. It also forms part of the Council's due diligence regarding each bidding group's awareness of their member's potential conflicts of interest. The relevant consortia will need to confirm within their bid that they are aware that an organisation is a party to more than one bid.

SECTION FOUR: GUIDANCE FOR THE BIDDER SUBMISSION

22 General Guidance on Submitting Your Bid

- 22.1 Complete the on-line questions in English and ensure that any supporting documents are also in English for example financial accounts.
- 22.2 Please note that whenever used in this submission, the term organisation refers to a sole practitioner, partnership, incorporated company, co-operatives, charity or analogous entity operating outside the UK, as appropriate, and the term 'officer' refers to any director, company secretary, partner, associate, trustee or other person occupying a position of authority or responsibility within the organisation.
- 22.3 Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. Where, however, group policies, statements, etc. are normally used in your organisation, please answer accordingly.
- 22.4 Where a question requests a YES/NO answer please make it clear which answer is indicated. The Council is entitled to interpret any ambiguous replies in its favour.
- 22.5 The submission must be fully completed even if you have previously submitted a submission to the Council. It is not acceptable to cross reference earlier or other submissions.
- 22.6 Bidders should note that they may be asked to clarify or provide additional information before the Council is able to determine the successful bidder, and that the provision of false information may disqualify a bidder from inclusion. Also, that in accord with the provisions of the Data Protection Act 1998, the name of a person dealing with an application will be a matter of record.
- 22.7 Before submitting your completed bid on Pro-contract, please ensure that all questions have been completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.
- 22.8 All relevant/requested documents have been uploaded.
- 22.9 The named person above is an individual with the authority to make these statements on behalf of the bidder. Completion of the template on Pro-contract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.
- 22.10 All acronyms are adequately defined.

- 22.11 Answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
- 22.12 Answers to each question are self-contained, and do not cross-refer to responses to other questions.
- 22.13 Where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow tenderers to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. Wording in tables will contribute to the word count; wording in charts, diagrams and graphics are excluded. For this purpose "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (not withstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.

23 Joint and Several Liability Consortium Bids

- 23.1 Each consortium member will need to register on the ProContract. Each consortium member must complete the Standard Selection Questionnaire and the Bristol General Questions. Only one of the bidders in the consortium needs to provide answers to the Quality Questions and Pricing Schedule for the bid.
- 23.2 If a single member of the consortium fails to achieve any minimum requirements, the consortium as a whole will fail.

24 Sub-contracting

- 24.1 Only the bidder (i.e. the lead provider) should complete the submission.
- 24.2 The lead provider should include details of known proposed sub-contractors as part of the on-line questions. If such details are included, the lead provider would be obliged to use the proposed sub-contractors should the lead provider be awarded the contract unless the Council agrees otherwise. However, when evidencing how they are going to deliver the contract, if the lead provider will be reliant on known proposed sub-contractors to deliver specific areas, they will need to make reference to that in their evidence.

- 24.3 Please note sub-contractors do not need to register on ProContract or complete any part of the submission.

SECTION FIVE: BID EVALUATION

25 Evaluation of the Bidder Submission (to secure a place on the DPS)

- 25.1 The Council will evaluate on the basis of what is the most economically advantageous bid. Bids will be evaluated on a split of 80% quality and 20% social value.
- 25.2 Bidders will also be assessed against minimum levels of suitability as set out in the Standard Selection Questionnaire and the declarations. Should a bidder fail to meet the minimum levels of suitability they may be excluded from the tender process.

26 Pricing

- 26.1 Price will not be evaluated however Bidders must complete the Costing Schedule and submit on ProContract. The Council reserves the right to reject the bid if the risks associated with delivering the contract are deemed to be unacceptable.
- 26.2 The costs must include and allow for everything that might be required under the contract, whether implementation, collection, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contract management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party's charges or whatever. All rates and prices must be quoted in pounds sterling (GBP).
- 26.3 VAT should not be included in the bid rates and prices. Any VAT will be paid to the provider as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.
- 26.4 The Council proposes to check the submitted Costing Schedule for errors in computation. If it finds any such errors, it will tell bidders about them and give them the opportunity to amend the errors or withdraw their bid.
- 26.5 Ceiling of £4.55m per year across the three local authorities.
- 26.6 Providers can submit costings for new or distinct service through the duration of the contract.
- 26.7 Price will be fixed for duration of contract.
- 26.8 Annual uplift can be applied for, with evidence of increase in costs.

27 Quality & Social Value

27.1 Bidder's quality and social value submission will be assessed in accordance with the criteria set in the below table.-

| High Level Criteria | Weighting | Word Limit | Lot | Question | Sub criteria | Sub weighting |
|---|-----------|-------------|-------------------------|--|--|---------------|
| 1. Safeguarding – Implementation of policies | 10% | 1,000 words | All 3 lots (FT, PT, EI) | Please submit your Safeguarding and Child Protection Policy. Set out how your organisation's safeguarding policy is implemented to ensure effective practice, including how you identify, record and respond to child protection concerns. | <p>Demonstrates, with examples:</p> <ul style="list-style-type: none"> • How your organisation ensures that its policies, procedures and practice in relation to Safeguarding Children is in accordance with national and local requirements, legislation and guidance (detailed in the specification). • Robust processes in place to ensure that children are effectively safeguarded. • Training and development of relevant staff should be clearly outlined. • Safe recruitment and safe working practice – policies and procedures to ensure that persons who are recruited are safe to work with children, and that reviews and checks are regularly undertaken | 100 |

| | | | | | | |
|--|-----|-------------|-------------------------|---|--|-----|
| 2. Safeguarding - Assessment and management of risk | 10% | 1,000 words | All 3 lots (FT, PT, EI) | Please explain how you assess and manage risks relating to your service, activities and premises to help keep pupils safe. | <p>Demonstrates, with examples</p> <ul style="list-style-type: none"> • A systematic and effective risk assessment procedure, including providing at least one example of a completed risk assessment for a pupil activity. • A contextual safeguarding approach to risk assessment, including frequency of reviews and developing practice around the use of contextual safeguarding in collaboration with staff, pupils and parents/carers | 100 |
| 3. Business Continuity | 5% | Standard | All 3 lots (FT, PT, EI) | As a potential partner you are expected to have your own Business Continuity Plan/s in place, therefore describe how your plans create resilience within your service / business, what critical activities and functions have you identified and how will your plans mitigate against known risks and reduce level of impact from | <p>Sub-Criteria 1 – Demonstrates the following:</p> <ul style="list-style-type: none"> • A business continuity plan is in place and is actively managed. • The business continuity plan identifies levels of ownership and responsibilities. • The business continuity plan details a business continuity structure. <p>The business continuity plan demonstrates ‘strategy, policy and procedures are embedded into the organisation/company’.</p> | 30 |
| | | | | | <p>Sub-Criteria 2 – Demonstrates the following:</p> <ul style="list-style-type: none"> • The business continuity plan is linked to a risk management process. • The business plan identifies risks, such as (severe weather, snow, flood, IT failure, loss of premises, | 20 |

| | | | | | | |
|----------------------|----|--------------------------|-------------------------|--|---|-----|
| | | | | disruption? | <p>finance/income, distribution / logistics, material / product chain, staffing / resources, communication).</p> <ul style="list-style-type: none"> • The business plan describes solutions to mitigate against risk/s. • Critical activities and functions have been identified. | |
| | | | | | <p>Sub-Criteria 3 – Demonstrates the following:</p> <ul style="list-style-type: none"> • That a timeline for recovery of critical activities and functions has been identified. • How plans are shared with staff. • How plans are exercised. • The method of approach used to communicate with (staff, customers, service users, stakeholders, partners). | 30 |
| 4. Equalities | 5% | 1,000 excluding policies | All 3 lots (FT, PT, EI) | With regards to this project, please describe how your organisation will operate in accordance with the Equality Act 2010 and the s.149 Public Sector Equality Duty". Please | <p>Demonstrates a good understanding of the Equality Act 2010, including the Public Sector Equality Duty.</p> <ul style="list-style-type: none"> • Accurate reference to the nine protected characteristics • References the need to tackle discrimination, harassment and victimisation • Reference to public sector equality duty • replacing previous equality legislation/not refer to out of date legislation • Reference to reasonable adjustments | 30% |

| | | | | | | |
|--|--|--|--|---|---|-----|
| | | | | provide copies of any relevant policies or evidence of relevant actions | | |
| | | | | | <p>Demonstrates as an employer that equality of opportunity is integral to vacancy advertising, recruitment, retention, promotion, training and grievances.</p> <ul style="list-style-type: none"> • Advertise to ensure wide pool of applicants. • Job requirements do not contain discriminatory statements/reference to job descriptions • Equality training for interview panels/fair transparent recruitment process • A complaints and grievance procedure is in place • There are arrangements for equality training, incl. commitment to providing access to training for all employees. | 30% |
| | | | | | <p>Demonstrates that services will be tailored and regularly reviewed to include understanding of the various service user needs, backgrounds and their differing requirements.</p> <ul style="list-style-type: none"> • Make reference to service user needs, backgrounds and their differing requirements. • Commit to the principles of organisational review, either through the use of equality action plans, the use of impact assessment or annual reviews by management • Have processes in place for equalities monitoring of | 40% |

| | | | | | | |
|----------------------|-----|-------------|----|--|---|-----|
| | | | | | service users and/or outcomes or evidence of producing and using data <ul style="list-style-type: none"> • Feedback from service users or individual reviews of cases • Evidence of making access improvements | |
| 5. Engagement | 20% | 1,000 words | FT | Please set out your understanding of barriers to engagement and learning, and how these can be overcome to support pupils to actively engage in your provision | Sub-Criteria 1: Demonstrates an understanding of the barriers to engagement and how pupils will be supported to overcome these <ul style="list-style-type: none"> • An in-depth understanding of the barriers to learning and engagement, and what this looks like during the different stages along the ALP journey. • Detail of how you identify potential barriers for individual pupils. • Specific actions you undertake to support pupils to overcome barriers • Evidence of innovation and the application of evidence-based practice, such as trauma-informed approaches for pupils who have experienced adversity and trauma.. • How you work in partnership with parents/carers and other key partners to support pupil engagement | 75% |

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|--|-----|-------------|----|---|---|-----|
| | | | | | <p>Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's engagement and sought to overcome these, based on their own individual complex needs.</p> <p>This should include evidence of the pupil's journey of engagement, setting out the pupil's baseline prior to working with them, the support offered over and above your core offer, and how this impact was measured.</p> | 25% |
| | 20% | 1,000 words | PT | <p>Please set out your understanding of barriers to engagement and learning, and how these can be overcome to support pupils to actively engage in your provision</p> | <p>Sub-Criteria 1: Demonstrates an understanding of the barriers to engagement and how pupils will be supported to overcome these</p> <ul style="list-style-type: none"> • An in-depth understanding of the barriers to learning and engagement, and what this looks like during the different stages along the ALP journey. • Detail of how you identify potential barriers for individual pupils. • Specific actions you undertake to support pupils to overcome barriers • Evidence of innovation and the application of evidence-based practice, such as trauma-informed approaches for pupils who have experienced adversity and trauma. • How you work in partnership with parents/carers and other key partners to support pupil engagement | 75% |

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|--|-----|-------------|----|--|---|-----|
| | | | | | <p>Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's engagement and sought to overcome these, based on their own individual complex needs.</p> <p>This should include evidence of the pupil's journey of engagement, setting out the pupil's baseline prior to working with them, the support offered over and above your core offer, and how this impact was measured</p> | 25% |
| | 20% | 1,000 words | EI | Please set out your understanding of barriers to engagement and learning, and how these can be overcome to support pupils to actively engage in your provision | <p>Sub-Criteria 1: Demonstrates an understanding of the barriers to engagement and how pupils will be supported to overcome these</p> <ul style="list-style-type: none"> • An in-depth understanding of the barriers to learning and engagement, and what this looks like during the different stages along the ALP journey. • Detail of how you identify potential barriers for individual pupils. • Specific actions you undertake to support pupils to overcome barriers • Evidence of innovation and the application of evidence-based practice, such as trauma-informed approaches for pupils who have experienced adversity and trauma. • How you work in partnership with parents/carers and other key partners to support pupil engagement | 75% |
| | | | | | <p>Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's engagement and sought to overcome these, based on their own individual</p> | 25% |

| | | | | | | |
|--|-----|-------------|----|--|---|-----|
| | | | | | <p>complex needs.</p> <p>This should include evidence of the pupil's journey of engagement, setting out the pupil's baseline prior to working with them, the support offered over and above your core offer, and how this impact was measured</p> | |
| 6. Curriculum and service offer | 20% | 1,000 words | FT | <p>Please set out the service offer to pupils, including how it identifies needs and supports pupils to achieve their academic, vocational, social and personal development outcomes. Include a list of subjects/courses provided – this can be in the form of an attached curriculum table.</p> | <p>Sub-Criteria 1: Demonstrates how your academic and/or vocational learning offer meets individual pupil needs</p> <ul style="list-style-type: none"> • Quality education that is well-planned, broad, ambitious and tailored curriculum that enables pupils to learn, progress and develop in preparation for their next stage of education, employment or training. • For pupils in KS3 and KS4, include how education provided prepares pupils for their next steps after Year 11 including Careers Education, Information and Guidance (CEIAG) and employability skills offered. • Teaching which is varied in both content and delivery to suit the individual • A broad range of subjects, accreditation and qualifications, where appropriate, according to Key Stage • How you will use any Pupil Premium received to improve outcomes for pupils | 50% |

| | | | | | | |
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| | | | | | <p>Sub-Criteria 2: Demonstrates how your offer goes beyond academic and/or vocational learning to support the development behaviours, skills and character necessary for pupils' current and future success:</p> <ul style="list-style-type: none"> • Enrichment opportunities you offer, including any extra-curricular activities, and how these support positive pupil outcomes • How you support Special Educational Needs and Disabilities. • How you support physical and mental health and wellbeing for all pupils, including those who have experienced trauma • How the physical environment and/or facilities will provide an environment conducive to psychological safety, effective teaching and learning • How you will use any Pupil Premium received to improve outcomes for pupils | 50% |
| | 20% | 1,000 words | PT | Please set out the service offer to pupils, including how it identifies needs and supports pupils to achieve their academic, vocational, social and personal | <p>Sub-Criteria 1: Demonstrates how your academic, vocational, social and/or personal development offer meets individual pupil needs:</p> <ul style="list-style-type: none"> • An offer that is well-planned, ambitious, and tailored to individual pupil needs • How you support Special Educational Needs and Disabilities. • How you support physical and mental health and wellbeing for all pupils, including those who have | n/a |

| | | | | | | |
|-------------------------------|-----|-------------|----|--|--|-----|
| | | | | development outcomes. Include a list of subjects/ courses provided – this can be in the form of an attached curriculum table. | <p>experienced trauma.</p> <ul style="list-style-type: none"> How the physical environment and/or facilities will provide an environment conducive to psychological safety, effective teaching and learning | |
| | 20% | 1,000 words | EI | Please set out how your service offer support pupils' education and personal development, and how it supports pupils' sense of belonging in school | <p>Sub-Criteria 1: Demonstrates how your offer identifies and meets individual pupil needs:</p> <ul style="list-style-type: none"> An offer that is well-planned, ambitious, and tailored to individual pupil needs How you support Special Educational Needs and Disabilities. How you support physical and mental health and wellbeing for all pupils, including those who have experienced trauma. How you utilise a school's physical environment and/or facilities to create an environment conducive to psychological safety and effective provision | n/a |
| Appropriate Transition | 15% | 1,000 words | FT | Please explain how you support pupils to successfully transition to the next stage of their education, whether this is a return to school, a new | <p>Sub-Criteria 1: Demonstrates robust planning, communication and support that facilitates successful transition:</p> <ul style="list-style-type: none"> How you work with the the pupil and their parents/carers to ensure their aspirations and ambitions are supported through transitions, and any fears or concerns are addressed Provision of all relevant needs, support and | 75% |

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| | | | | education setting or post-16 destination, using examples of the specific actions and activities you undertake | safeguarding information to onward destination <ul style="list-style-type: none"> • Robust recording of onward destinations • An appropriate 'keep in touch' transition offer following move to post-16 destination, reintegration to mainstream school or move to specialist provision. | |
| | | | | | Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's transition and sought to overcome these, based on their own individual needs | 25% |
| | 15% | 1,000 words | PT | Please explain how you support pupils to successfully transition to the next stage of their education, whether this is a return to school, a new education setting or post-16 destination, using examples of the specific actions and activities you undertake | Sub-Criteria 1: Demonstrates robust planning, communication and support that facilitates successful transition: <ul style="list-style-type: none"> • How you work with the pupil and their parents/carers to ensure their aspirations and ambitions are supported through transitions, and any fears or concerns are addressed • Provision of all relevant needs, support and safeguarding information to onward destination • Robust recording of onward destinations • An appropriate 'keep in touch' transition offer following move to post-16 destination, reintegration to mainstream school or move to specialist provision. | 75% |
| | | | | | Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's transition and sought to overcome these, based on their own individual needs | 25% |

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|----------------------------|-----|-------------|----|--|--|-----|
| | 15% | 1,000 words | EI | Please explain how you support pupils to successfully transition to the next stage of their education, whether this is a return to school, a new education setting or post-16 destination, using examples of the specific actions and activities you undertake | Sub-Criteria 1: Demonstrates robust planning, communication and support that facilitates successful transition: | 75% |
| | | | | | <ul style="list-style-type: none"> • How you work with the pupil and their parents/carers to ensure their aspirations and ambitions are supported through transitions, and any fears or concerns are addressed • Provision of all relevant needs, support and safeguarding information to onward destination • An appropriate 'keep in touch' transition offer following move to post-16 destination, reintegration to mainstream school or move to specialist provision. | |
| | | | | | Sub-Criteria 2: Provide an example of a time you identified barriers to a particular pupil's transition and sought to overcome these, based on their own individual needs | 25% |
| Partnership Working | 15% | 1,000 words | FT | Please set out how you meet pupils' needs through strategic partnership working with local authorities, mainstream and special schools, providers of ALP and other agencies | Sub-Criteria 1: Demonstrates an understanding of and commitment to partnership working: <ul style="list-style-type: none"> • Identification of key partners working within the wider educational eco-system that your organisation is part of • Any barriers to partnership working and how you are overcoming them. • How you work in partnership with a network of local schools, colleges and other ALP settings, in light of your role as the lead provider of pupils' education • How you work with outside agencies and employers (where applicable), as well as local authority teams | 75% |

| | | | | | | |
|--|-----|-------------|----|---|---|-----|
| | | | | | such as Safer Options and Families in Focus | |
| | | | | | Sub-Criteria 2: Provide an example of a time partnership working with partner agencies improved outcomes for a pupil you supported | 25% |
| | 15% | 1,000 words | PT | Please set out how you meet pupils' needs through strategic partnership working with local authorities, mainstream and special schools, providers of ALP and other agencies | Sub-Criteria 1: Demonstrates an understanding of and commitment to partnership working: <ul style="list-style-type: none"> • Identification of key partners working within the wider educational eco-system that your organisation is part of • Any barriers to partnership working and how you are overcoming them. • How you work in partnership with a network of local schools, colleges and other ALP settings, with particular focus on working with the school or ALP setting where pupils are on roll • How you work with outside agencies and employers (where applicable), as well as local authority teams such as Safer Options and Families in Focus | 75% |
| | | | | | Sub-Criteria 2: Provide an example of a time partnership working with partner agencies improved outcomes for a pupil you supported | 25% |
| | 15% | 1,000 words | EI | Please set out how you meet pupils' needs through strategic partnership working with local | Sub-Criteria 1: Demonstrates how you adapt your offer to work with different policies and governance arrangements to ensure pupils needs are met and they are safe <ul style="list-style-type: none"> • Awareness of the barriers to establishing your | 50% |

| | | | | | | |
|--|--|--|--|--|---|-----|
| | | | | authorities, mainstream and special schools, providers of ALP and other agencies | <p>service in new settings and how you overcome these</p> <ul style="list-style-type: none"> • How you work with the school to introduce the pupil to the support being offered so they feel part of the process. For example, what ground rules do you establish with schools and pupils to ensure engagement? | |
| | | | | | <p>Sub-Criteria 2: Demonstrates an understanding of and commitment to partnership working:</p> <ul style="list-style-type: none"> • Identification of key partners working within the wider educational eco-system that your organisation is part of • Any barriers to partnership working and how you are overcoming them. • How you work in partnership with a network of local schools, colleges, other ALP settings, outside agencies and employers (where applicable), as well as local authority teams such as Safer Options and Families in Focus | 25% |
| | | | | | <p>Sub-Criteria 3: Provide an example of a time partnership working with partner agencies or a school in which your service was based improved outcomes for a pupil you supported</p> | 25% |

- 27.2 The evaluation of the social value requirement for the tender is as set out in Appendix 5 to this document.
- 27.3 You are advised to review the Social Value Portal User Guide appended when completing your online submission (**Lot 1 ONLY**), the SVP Project link you'll need is
[https://urldefense.com/v3/_https://socialvalueportal.force.com/supplieraccountregistration?svpprojectid=8e0-0000-1Vxvi_!!KUxdu5-bBfnh!r8zRYl_Ma8iNztaK6NtQowIwzpY3bG2rSVHeOjpK4Oh8S3z9-CUvhQ6lHePHTVYFQtsCSQ\\$](https://urldefense.com/v3/_https://socialvalueportal.force.com/supplieraccountregistration?svpprojectid=8e0-0000-1Vxvi_!!KUxdu5-bBfnh!r8zRYl_Ma8iNztaK6NtQowIwzpY3bG2rSVHeOjpK4Oh8S3z9-CUvhQ6lHePHTVYFQtsCSQ$).
- 27.4 Once you've completed your online submission please attach the pdf to the Social Value quality question.
- 27.5 Scores will be awarded in accordance with the scoring matrix below. The relevant mark shown in the scoring matrix will be allocated where the bidders' response complies with one or more of the bulleted descriptions.
- 27.6 If the project evaluation team scores 1 or more sub-criteria of a bid as either 0 (unacceptable) or 1 (serious reservations), the council reserves the right to exclude that bidder from further consideration.
- 27.7 Only providers who meet the required standards will be placed on the Framework. Any provider scoring less than 3 on the following sections, the council reserves the right to exclude that bidder from further consideration:
- Safeguarding – Implementation of policies,
 - Safeguarding - Assessment and management of risk,
 - Engagement
 - Curriculum and service offer
- 27.8 Additionally, bidders must score a minimum overall weighted score (weighted quality + weighted Social value) of 49.60 to be placed on the DPS.
- 27.9 Evaluators scores will take into account the response submitted for each specific question. They will not take into account the responses for other question or attachments unless otherwise specified.
- 27.10 The sub-weighting and weightings will be applied and then scores for each bidder will be added together to produce an overall quality score. The weighted quality score will be applied to this score, as set out in Appendix 1 to this document.

| Scoring Matrix | | |
|----------------------|------------|---|
| Assessment | Scores 0-5 | Reason to award this score based on evidence provided against the criteria included |
| Unacceptable | 0 | <ul style="list-style-type: none"> Does not meet the requirement; Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response. Does not submit a reply to the question; <p>Scoring 0 for any question may result in your bid being deemed to be non-compliant and may be rejected.</p> |
| Serious reservations | 1 | <ul style="list-style-type: none"> Meets some of the requirement with major reservations; Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. <p>Scoring 1 for any question may result in your bid being deemed to be non-compliant and may be rejected.</p> |
| Minor reservations | 2 | <ul style="list-style-type: none"> Satisfies the requirement with minor reservations; Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response. |
| Satisfactory | 3 | <ul style="list-style-type: none"> Satisfies the requirement; Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response |
| Good | 4 | <ul style="list-style-type: none"> Satisfies the requirement with minor additional benefits; Good demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; Response identifies factors that will offer potential added value, with evidence to support the response. |
| Excellent | 5 | <ul style="list-style-type: none"> Satisfies the requirement with major additional benefits; Exceptional demonstration by the Tenderer of the relevant |

- | | | |
|--|--|--|
| | | <p>ability, understanding, experience, skills, resource & quality measures required to provide the service;</p> <ul style="list-style-type: none"> • Response identifies factors that will offer potential added value, with evidence to support the response |
|--|--|--|

28 Evaluation of Mini Competitions and Block submissions

- 28.1 The Council will evaluate based on what is the most economically advantageous bid (see appendix 1). Bids will be evaluated on a split of 30% price and 70% quality.
- 28.2 Each sub criteria will be scored between 0 and 5 using the scoring matrix outlined in Table A above.
- 28.3 Following scoring the weightings outlined in the document will be applied.

Pricing

- 28.4 The pricing submission will be evaluated by way of a 'standard differential' method. Please refer to Appendix 1 of this document for more information.
- 28.5 Price ceiling for mini competitions and blocks must not exceed pricing previously submitted as part of the tender process.
- 28.6 The weighting for price (30%) will be applied to the score achieved from the standard differential method.
- 28.7 The minimum marks for a lump sum price will be zero. Therefore, if a bidder submitted lump sum price that is over 100% higher than the lowest submitted lump sum price this bidder will receive a score of zero for that section of the overall price award criteria.
- 28.8 If selected, the price(s) shall apply for the duration of the contract.
- 28.9 The pricing must include and allow for everything that might be required under the contract, whether collection, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contact management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party's charges or whatever. All rates and prices must be quoted in pounds sterling (GBP).

- 28.10 VAT should not be included in the bid rates and prices. Any VAT will be paid to the provider as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.
- 28.11 The Council proposes to check the submitted Pricing Document for errors in computation. If it finds any such errors, it will tell bidders about them and give them the opportunity to amend the errors or withdraw their bid.

Evaluation

- 28.12 Following evaluation of price and quality as outlined above, the weightings advised earlier in this document will be applied. The weighted scores achieved for pricing and quality will be added together to form the total score. The tenderer with the highest total score will be awarded the contract.
- 28.13 In the case of tied scores, meaning two or more tenders have exactly the same score following evaluation, the Council will double the weighted score for the pricing section.
- 28.14 All percentage and weighted marks are round up (0.005 / 0.009) or down (0.001 / 0.004) to two decimal points.

29 Evaluation of – Spot Purchases

- 29.1 The Council will evaluate taking into account some, or all, of the following factors:
- Views of the pupil
 - Views of the parents/carers
 - Setting best able to meet pupils' academic or personal progress outcomes
 - Relevant specialism of the provision
 - Availability
 - Location that best meets pupil needs
 - Setting named on pupil EHCP
 - Cost
 - Quality Assurance monitoring information including Ofsted monitoring information

29.2 For the equalities and diversity question the following scoring matrix will apply:

| Scoring Matrix | | |
|-----------------------|-------------------|--|
| Assessment | Scores 0-5 | Reason to award this score based on evidence provided against the criteria included |
| Unacceptable | 0 | <ul style="list-style-type: none"> Does not meet the requirement There is no reference to any aspect of the required evidence Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response. Does not submit a reply to the question; <p>Scoring 0 for any question may result in your bid being deemed to be non-compliant and may be rejected.</p> |
| Serious reservations | 1 | <ul style="list-style-type: none"> Meets some of the requirement with major reservations; There is reference to at least one aspect of the required evidence Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. <p>Scoring 1 for any question may result in your bid being deemed to be non-compliant and may be rejected.</p> |
| Minor reservations | 2 | <ul style="list-style-type: none"> Satisfies the requirement with minor reservations; There is reference to at least two aspects of the required evidence Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response. |

| | | |
|--------------|---|--|
| Satisfactory | 3 | <ul style="list-style-type: none"> • Satisfies the requirement; • There is reference to at least three aspects of the required evidence • Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response |
| Good | 4 | <ul style="list-style-type: none"> • Satisfies the requirement with minor additional benefits; • There is reference to at least three aspects of the required evidence plus an additional example of relevant good practice • Good demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; • Response identifies factors that will offer potential added value, with evidence to support the response. |
| Excellent | 5 | <ul style="list-style-type: none"> • Satisfies the requirement with major additional benefits; • There is reference to at least three aspects of the required evidence plus more than one additional example of relevant good practice • Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; • Response identifies factors that will offer potential added value, with evidence to support the response |

30 **Abnormally Low Tenders**

- 30.1 The Council shall require bidders to explain the price or costs proposed in the bid where they appear to be abnormally low in relation to the service.

31 Standard Selection Questionnaire

- 31.1 Guidance on the Standard Selection Questionnaire and the rules for exclusion grounds can be found in the table below as well as Appendix 2 to this document. These questions are embedded in Pro-Contract. Please complete them on-line, alternatively you can submit the completed Exclusion Grounds of the (EU ESPD) (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Standard Selection Questionnaire evaluation guidance

| Section | Specified Level / Status For Individual Bidders or Consortium |
|--|---|
| Grounds for mandatory exclusion | <p>Individual bidders and all individual members of a consortium must be able to confirm that none of the grounds for mandatory exclusion apply to them.</p> <p>Bidders will be excluded from the process if they answer “yes” and the self-cleaning does not satisfy the Council’s requirements.</p> |
| Grounds for discretionary exclusion | <p>Individual bidders and all individual members of a consortium must be able to confirm that none of the grounds for discretionary exclusion apply to them.</p> <p>Bidders maybe excluded from the process if they answer “yes” and the self-cleaning does not satisfy the Council’s requirements.</p> |
| Economic & Financial Standing | <p>To pass this criterion the individual bidders, the lead partner (in a lead partner consortium) or all individual members of a consortium (in a joint & several consortium) must not be an unacceptable risk to the Bristol City Council as assessed using the Financial Evaluation Method detailed in Appendix 3.</p> <p>Estimated annual value £</p> |
| Parent Company Guarantee/ Performance Bond | <p>To pass this criterion the individual bidders or consortium must be willing to provide a UK Parent Company Guarantee (if applicable). The guarantee (if applicable) must be signed and provided by the successful tenderer within 4 weeks of Award. If a tenderer has answered NO, the tenderer must explain why.</p> |
| General Data Protection Regulations | <p>To pass this criterion the individual bidders, the lead partner (in a lead partner consortium) or all individual members of a consortium (in a joint and several consortium) must demonstrate protective measures appropriate to the nature and risk of processing.</p> <p>Your response should include, but should not be limited to facilities and measures:</p> |

| Section | Specified Level / Status For Individual Bidders or Consortium | |
|------------|---|-------------|
| | <ul style="list-style-type: none"> • to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; • to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; • to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; • to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); • to maintain records of personal data processing activities; and • to regularly test, assess and evaluate the effectiveness of the above measures; • Confirm registration with the ICO; • to have in place a robust breach notification process; <p>to have processes in place to delete or return personal data as required by BCC.</p> | |
| Insurances | <p>To pass this criterion the individual bidders or individual members of a consortium must be willing or have in place the following levels of insurances prior to the commencement of the contract. The applicant will be required to provide this information supported with evidence, within four weeks of contract award.</p> <p>The minimum level of cover required is not less than the following levels for each and every occurrence or incident:</p> | |
| | Employers Liability | £10 million |
| | Public Liability | £5 million |
| Blacklists | <p>To pass this criterion the individual bidder or the legal entity that has expressed an interest in this tender must not be an unacceptable risk to the Bristol City Council.</p> <p>The Council regards the use of Blacklists in the recruitment and/or treatment of workers as grave misconduct in the course of business and as being a discretionary ground for exclusion under Regulation 57(8)(c) of the Public Contracts Regulations 2015.</p> <p>The Council reserves the right to exclude an individual bidder or the</p> | |

| Section | Specified Level / Status For Individual Bidders or Consortium |
|------------------------|--|
| | <p>whole of the consortium (includes USA, Non-EU entities etc) from this procurement process, if an individual bidder or an individual member of a consortium has used 'Blacklists' and the Council is not satisfied that adequate self-cleaning has been carried out by the individual tenderer following:</p> <ul style="list-style-type: none"> i. an adverse finding by a court or tribunal or other public body exercising similar functions regarding the use of a Blacklist by or on behalf of the individual tenderer; and/or ii. an admission by the Tenderer of the use of a Blacklist by or on behalf of the Tenderer. <p>The Council expects self-cleaning by the individual tenderer to have involved the following four stages:</p> <ul style="list-style-type: none"> i. Clarification of the relevant facts and circumstances to determine: what were the facts and circumstances of the wrong doing. When did the wrongdoing take place. Was there any subsequent wrongdoing. ii. Effective repair of the damage caused: What has your organisation done to repair the damage caused by the wrongdoing. iii. HR measures: Have any staffing/HR measures been put in place to prevent a recurrence. iv. Structural and organisational measures: What structural and organisational measures have been put in place to prevent a recurrence |
| Living Wage Foundation | <p><i>Living Wage - link http://www.livingwage.org.uk/</i></p> <p>The Council has paid its own employees no less than the Foundation Living Wage since 1st October 2014.</p> <p>The payment of the recommended Living Wage Foundation rate supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals.</p> <p>In accordance with the Council's aspirations and objectives and its obligations under the Public Services (Social Value Act) 2012, we require our providers and suppliers to pay staff, employed to deliver our contracts, at least the Living Wage Foundation rate.</p> <p>If a provider or supplier is currently not paying the Living Wage they may consider either no longer using any pay spine below the Living Wage, top this up or apply a discretionary supplement to pay spines that fall below the Living Wage.</p> <p>The Council will annually review all Contracts in scope to ensure the Living Wage is being paid by our providers and suppliers.</p> |

| Section | Specified Level / Status For Individual Bidders or Consortium |
|---------|---|
| | <p>A recent Government Apprentice and Pay Survey found that one in five were being paid less than the legal minimum.</p> <p>If an employer fails to pay the minimum wage a complaint can be made to HM Revenue and Customs or an application made to an employment tribunal</p> |

32 Non Canvassing & Non Collusion Certification

- 32.1 The Council requires all bidders to sign and return the non-collusion agreement, the effect that they will not collude with other bidders in submitting bids, except where they are submitting a collaborative bid. Failure to supply satisfactory completed forms will be deemed an incomplete bid and the Council reserves the right to reject the tender.

APPENDIX 1: Standard differential evaluation model Price Only and Total Scores

Below provides a **worked example** of how marks for price and quality are allocated using the standard differential evaluation model based on a 20% price, 60% quality and 20% social value split.

Marks for Price

Each bidder will receive 100% of the available marks less the percentage by which their bid exceeds the lowest bid. This is called your unweighted price score. The percentage weighting is then applied, therefore this means that 20 marks will be awarded to the bid with the overall lowest total price/cost (weighted price score).

By way of example, if lowest price is £120,000, the score for a bid of £125,000 will be calculated as follows:

- Calculate the percentage difference between the lowest price bid and bided price.
- £125,000 - £120,000 = £5,000, a 4.17% difference from the lowest price. This is the unweighted price score

This bid will therefore receive an unweighted score of 95.83%. This is the winning bidders score (100) minus this bidders score (4.17).

The maximum mark available for price (20%) is multiplied by the above figure (95.83%) to give a final score of 19.17 marks (weighted price score). The lowest bidder score for price will be 20.

Marks for Quality

Each bidder will receive their total quality marks multiplied by the weighted quality score. For example, if a bidder scored a quality score of 52, this would be multiplied by 60%. $52 \times 60\% = 31.2$.

Marks for Social Value – Lot 1 ONLY

The total Social Value score will be derived from the following calculation: -

$$\frac{\text{Total Social Value score}}{0.2} = (\text{Quantitative score (at 50\%)} + \text{Qualitative score (at 50\%)})$$

Please note: The value is multiplied by 0.2 to adjust the score to 20%, as the total Social Value weighting has been set at that level.

Marks for Social Value – Lot 2 & 3 ONLY

Each bidder will receive their total social value marks multiplied by the weighted social value score. For example, if a bidder scored a social value score of 70, this would be multiplied by 20%. $70 \times 20\% = 14$

Please note: The value is multiplied by 0.2 to adjust the score to 20%, as the total Social Value weighting has been set at that level.

Total Scores

- The weighted quality score and the weighted social value score will be added together to give a total score, this is called the final weighted score.

All percentages and weighted marks are rounded up (0.005/ 0.009) or down (0.001 / 0.004) to two decimal points.

Appendix 2 - Guidance on the Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The Standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion's grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Standard Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

¹ For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Standard Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

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

Other offences

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

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

Discretionary exclusions

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

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

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

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are

suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

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

Additional exclusion grounds

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

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

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

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;

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

Consequences of misrepresentation

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

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

Appendix 3 – Financial Evaluation

The Financial Information provided will be used by the Authority to assess whether the bidders possess the necessary economic and financial capacity to perform the contract.

When undertaking the assessment the Authority looks at the bidders most recent financial statements along with those of any ultimate parent company (if appropriate). These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.

The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Authority will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of an applicant's financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the applicant's auditors. Furthermore the Authority may (but is under no obligation) request further information or explanation from a bidder.

Initially basic checks are made on a bidder's name and any relevant registration details (e.g. registered number at Companies House). The Authority would check whether the bidder is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.

When considering profitability the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.

The Authority would look at the bidder's balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.

When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the

payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally the Authority would expect a bidder to have a current ratio of at least 1:1.

Contract limit is the size of contract that is considered 'safe' to award to a bidder, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Authority assesses the capacity issue of whether the bidder has the resources to carry out the work and also considers whether the bidder will become over-dependant on the contract in question. Generally the Authority would expect a bidder to have a turnover of 2 times the annual contract value. It is also acknowledged that the Authority may use its discretion in the application of the contract to turnover ratio.

The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority. If the Authority decides that the financial and economic standing of the bidder represents an unacceptable risk to the Authority then the bidder will be excluded from further consideration in this process.

Appendix 4 Social Value

Evaluation of Social Value Requirement – Lots 2 & 3 ONLY

Information for Bidders

What is Social Value?

Our main priority for this contract is getting the best mix of Quality service with competitive Price. However, we are also interested in any additional economic, social and environmental benefits we can secure for Bristol, North Somerset and/or South Gloucestershire alongside delivery of this contract. We call these benefits “Social Value”.

Local is defined as:

Bristol – BS1 – BS16

North Somerset – TBC

South Gloucestershire - TBC

Examples of Social Value could include:

- A commitment to use employees who live in Bristol, North Somerset and/or South Gloucestershire (aforementioned postcodes) to deliver the contract
- A new commitment to support community groups or charities in Bristol, North Somerset and/or South Gloucestershire with your expertise
- A new commitment to go into a Bristol, North Somerset and/or South Gloucestershire school to help raise children’s career aspiration

Guidance

4 important notes:

- 1. Offers of social value must be new and directly result from the award of this contract only.**

This means that:

2. Social value or corporate social responsibility initiatives already being delivered must not be included – i.e. if you are already delivering volunteering with a local charity you cannot include that as a commitment, but you can

include any additional volunteering that you will deliver if you are awarded this contract.

- a. However using an existing local employee to deliver the contract DOES count as this would be employment sustained from winning the contract

3. **Core requirements of the contract cannot be counted as social value** – i.e. if the core requirements of the contract require you to provide professional support for a local charity, you cannot also claim social value for meeting that core contractual requirement.
4. **Commitments must be provided for the total duration of the initial term of the contract only** – i.e. not including any potential extension periods. The provision of social value for any extension periods will be agreed at the time of the extension.
5. **Do not over-promise:** The winning bidder will be contractually obliged to deliver the social value commitments made at bid stage and this will be monitored – so it's important that you are confident you know how you will deliver. The amount of Social Value that's possible will depend on the contract and the bidder. This makes it difficult to give guidance on what we expect from bidders - but if the proxy value of your social value offer exceeds the contract price it's unlikely to be deliverable.

Appendix A (Dos and Don'ts for Bidders) gives more detailed guidance. Please ensure that you are familiar with it.

Clarification of Social Value offers

Bidders are encouraged to raise a clarification question through the Council's Tendering Portal if they are unsure of any detail in this process. This will allow the Bristol City Council the opportunity to clarify the requirements to all participating suppliers and help to avoid lengthy communications after tenders have been returned.

During evaluation of bids received, if there is any apparent inconsistency between a bidder's Social Value offer and the parameters stated above and in Appendix A Dos and Don'ts', for bidders, or if the evaluation identifies a manifest inconsistency with the bidder's qualitative Social Value proposals or the nature and scope of the proposed contract, Bristol City Council may seek clarification to enable the bidder to explain/justify the methodology used and correct their bid if necessary.

If inconsistencies remain after clarification, the Council reserves the right to discount all or some of the bidder's Social Value offer.

Monitoring of delivery against Social Value offer

The winning bidder will be contractually obliged to deliver the social value commitments made at bid stage and this will be monitored.

The winning bidder will be obliged to provide evidence of delivery against their social value offer on at least a quarterly basis until delivery is complete. You will be required to provide evidence for each target you deliver against e.g. HR reports, employment records, emails detailing the organisation of an event with contributing organisation, etc.

Remedies

If there are challenges forecast in the delivery of commitments made by the winning contractor during the lifetime of the project or contract, the Council may, in the first instance, agree to accept a different Social Value outcome (of equivalent Social Value proxy value) as a suitable alternative.

In exceptional cases, the Council may (at its sole discretion) agree instead to accept a cash contribution to the Council's Social Value Fund for the proxy financial value outstanding, in place of agreed Social Value commitments that cannot be delivered. This alternative will only be considered by the Council if it can be clearly demonstrated that all other options have been exhausted.

How we will evaluate Social Value offers made by Bidders

Social Value has been allocated a total weight of 20% as part of the overall quality/price matrix for this procurement.

We will evaluate the quality of your social value method statement by scoring it on a 0-5 scale based on the overall assurance of all the evidence provided as to your capabilities to deliver the Social value offer made. The Qualitative Evaluation Scoring Methodology (Table A) will be used to score this.

Table A Qualitative Evaluation Scoring Methodology

| Assessment | Scores 0-5 | Reason to award this score based on evidence provided against the criteria included |
|----------------------|------------|--|
| Unacceptable | 0 | Does not meet the requirement; Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response. |
| Serious reservations | 1 | Satisfies the requirement with major reservations; Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. |
| Minor reservations | 2 | Satisfies the requirement with minor reservations; Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response. |
| Satisfactory | 3 | Satisfies the requirement; Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response. |
| Good | 4 | Satisfies the requirement with minor additional benefits; Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; Response identifies factors that will offer potential added value, with evidence to support the response. |
| Excellent | 5 | Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; Response identifies factors that will offer potential added value, with evidence to support the response. |

Appendix A

Dos and Don'ts for Bidders

DO Only report activities/offer social value that will be delivered as a result of this contract

Ensure that your Social Value targets are relevant and proportional to this contract only and are not based on any other projects, initiatives, or wider Corporate Social Responsibility.

Example: If your organisation already donates 1 hour a week of time to support a local charity, you cannot claim social value for this on a contract as it has not been delivered specifically for the contract you are bidding for. However, you may want to offer to increase that donation to 2 hours a week for a set period if you win the contract – in which case you can claim social value for the additional hours you're offering.

At times, you may need to consider attribution. Ensure you assess what proportion of the overall investment you are directly responsible for. For example, cases where:

- An investment has been made in partnership with other organisations
- Social value initiatives are spread across several projects and so can only partially be linked to this contract

Example: An organisation has invested £1,500 in donations to a local community project (BT1) in Bristol. However, the contribution can only be partially linked to the project/contract for which social value is being reported, because it has 3 projects in Bristol. In this case, enter £500 for the relevant project.

DO NOT Offer anything that is already required as part of the core contract

Services or works that the bidder is required to provide as part of the core contract requirements cannot also be counted as additional social value.

Example: If the contract involves an environmental initiative, you cannot claim social value (BT22) for the resources you put into delivering that as that is part of the requirement of the core contract

- *Social value is about 'additionality', i.e. what will you provide over and above the core contract*

DO Account for employment accurately – all employment measures in the TOMs use the same unit: No. People FTE

‘FTE’ = Full Time Equivalent, per year

Bidders should only include the actual time spent on the contract by their employees. This should be calculated as a ‘Full Time Equivalent’ (FTE). For example, a project lasting six months and employing only one person has an FTE equal to ‘0.5’.

Similarly, where an employee only spends 3 months delivering an aspect of a 12-month contract, their contribution should be measured as ‘0.25 FTE’

Calculating time spent on a project in ‘FTE’:

- Full time for 1 year 1
- 6 Months 0.5
- 3 Months 0.25
- 1 Months 0.083
- 1 Week 0.0192

DO Make sure that you deliver locally

The definition of ‘Local’ has been set up as being within a specific boundary (aforementioned postcodes).

- Any Social Value offer that does not provide benefits to the communities within this definition will be excluded in the evaluation. Equally, bidders must not include elements of spend in their proposals which are expected to occur outside of this definition (e.g. central overheads or head office costs where the bidder’s head office is outside the defined local area).

Evaluation of Social Value Requirement – Lot 1 Only

Information for Bidders

1. Introduction

This Section sets out the methodology that Bristol City Council will follow to evaluate Social Value offers from bidders as part of this procurement. **Please note that Bidders MUST read the ‘Dos and Don’ts’ for Social Value Bids set out at Appendix A before submitting any Social Value offers.**

Local is defined as:

Bristol – BS1 – BS16

North Somerset – TBC

South Gloucestershire - TBC

2. Social Value Evaluation Overview

Bristol City Council is committed to a performance and evidence-based approach to Social Value. Based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal, bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored. The TOMs within this tender process have been developed to reflect the specific needs of Bristol City Council and bidders will be given access to them after registering on the Social Value Portal. Please see the link below which explains how the SVP measure social value: <https://www.youtube.com/watch?v=SGo7gMitCDQ>

Please note that Bristol City Council is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals. Bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be to demonstrate the ability to deliver against the commitments made.

3. Social Value Bid Submissions

Overall Approach

Bidders are free to make a commitment against any measure described within the TOMs matrix. Bidders are not required to submit a Social Value offer against each measure, only those that Bidders consider their organisation is best placed to offer given the nature and value of the contract.

NOTE:

- i) Bidders' social value offers should relate to this contract only. Social value or corporate social responsibility initiatives being delivered elsewhere must not be included in your social value proposal and must represent additionality for this contract – i.e. if you are already delivering volunteering with a local charity you cannot include that as a target but you can include any additional volunteering that you will deliver should you be awarded this contract**
- ii) Core requirements of the contract cannot be counted as social value – i.e. if the contract requires supporting people back to work you cannot claim social value for getting people back to work as that is a deliverable of the core contract**
- iii) targets must be provided for the total duration of the initial term of the contract only – i.e. not including any potential extension periods. The provision of social value for any extension periods will be agreed at the time of the extension**
- iv) it is important that bidders be confident of their ability to deliver Social Value proposals made, as Bristol City Council will contractualise these commitments with the winning bidder which will then be monitored and reported on periodically**

Bristol City Council recognises that measuring and delivering Social Value requires flexibility and a collaborative approach. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the contracting partner to work openly and transparently with the Authority whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the winning contractor.

Accessing the Social Value Portal

The social value bid submission must be made via the Social Value Portal. Bidders should use the link below to register on the Portal.

[https://urldefense.com/v3/_https://socialvalueportal.force.com/supplieraccountregistration?s_vpprojectid=8e0-0000-1Vxvi_!!KUxdu5-bBfnh!r8zRYl_Ma8iNztaK6NtQowIwzpY3bG2rSVHeOjpK4Oh8S3z9-CUvhQ6lHePHTVYFQtsCSQ\\$](https://urldefense.com/v3/_https://socialvalueportal.force.com/supplieraccountregistration?s_vpprojectid=8e0-0000-1Vxvi_!!KUxdu5-bBfnh!r8zRYl_Ma8iNztaK6NtQowIwzpY3bG2rSVHeOjpK4Oh8S3z9-CUvhQ6lHePHTVYFQtsCSQ$)

Once you have submitted your registration, you will receive an email to confirm that you have successfully registered for the tender or that there was an error with your registration. Should there be an error with your registration the Social Value Portal Support team will review your registration and resolve any errors or contact you within one working day.

If you do not already have Social Value Portal login credentials, you will be sent an email containing your username and a link to set up your password.

Please note:

- I. The password setup link will expire within 48 hours of being sent; if you need a new password setup link, please click here: [Forgot Your Password](#) and use your existing username to reset your login credentials
- II. If you do not receive a password setup email, please check your spam/junk mail folder
- III. Your username will be in the format: [firstname.lastname@socialvalueportal.com](#)

Please allow at least one working day to receive your login credentials. Once your details are checked and approved, an account will be set up for you, and details will be sent via the email address you provide.

Remember that filling in your Social Value responses will require time and preparation, including specific quantified measures with supporting qualitative submissions as required.

Your SVP response/submission must be done online via the SVP. You can save your work and repeatedly return to progress your submission, but it is not possible to download the content to work on it offline and then upload your commitments.

The deadline for making your final submission through the SVP is the same as the tender deadline. No extensions will be made to deadlines due to any bidder being

unfamiliar with the portal or allowing insufficient time for uploading and submitting their social value documents.

Any queries/clarifications regarding the Social Value criteria or tender requirements must be directed via ProContract through the message function. However, if you need technical support with the SVP itself please email the SVP directly at support@socialvalueportal.com. The SVP support team are available between 09:00 and 17:00, Monday to Friday. Please allow **one working day** for responses from the SVP.

Generic Social Value Portal User Guidance Document is available at:
<https://socialvalueportal.force.com/sArticle?id=a060K00001JRIO8>

Bid Requirements

Bidders are required to complete the following as part of their tender:

- A A quantified Social Value Proposal (see 'Quantitative Social Value Proposal'); and**
- B Evidence describing how the social value being offered will be delivered against each of the measures offered (see 'Qualitative Social Value Proposal').**

Quantitative Social Value Proposal

Bidders will be provided with online access to the set of TOMs that Bristol City Council has developed for this project through the Social Value Portal. Bidders are required to complete and submit a response through the Social Value Calculator in line with the deadline for tender submissions. The completed Calculator forms the basis of the quantitative element of the Social Value Proposal.

For assistance with calculating targets for certain measures bidders should use the Unit Toolkit on the Portal this includes, but is not limited to:

- Employment Measures: Full Time Equivalents (FTE)
- Supporting people into work and Staff Wellbeing: No. hrs * attendees
- Apprenticeship and Training Opportunities: no. weeks
- Community initiatives and Innovation measures: £ invested including staff time

The Unit Toolkit is available through the Social Value Calculator:
<https://socialvalueportal--c.um5.visual.force.com/apex/unittoolkit>

'Dos' and 'Don'ts'

Bidders are to make sure that they follow the guidance set out in **Appendix A** which sets out a number of Dos and Don'ts that will apply to Social Value quantitative offers made by bidders. It is essential that you read this guidance before submitting a Social Value offer.

Contract Value

As part of their submission, bidders are required to input an estimate of the contract value for the full initial contract period, on the Portal. This will not be evaluated as part of the social value element of the tender but provides a useful sense check for bidders and the Authority as to whether social value proposals are proportionate to the contract. The figure entered must be consistent with the bidder's priced proposal and with the Authority's instructions regarding the scope of the contract, including its duration.

Proportionality

None of the measures are mandatory and bidders should ensure that their proposals are relevant and proportional to this contract.

The proposal must be proportional to the overall contract value (for example, social value bids that are in excess of 100% of the contract price are unlikely to be deliverable).

Local

Please note that social value commitments should be appropriate to the local area. For Bristol City Council, 'local' is defined as being within BS1-BS16.

Qualitative Social Value Proposal

Bidders are to provide evidence against each Social Value commitment to explain how each commitment will be delivered.

The Qualitative Social Value Proposal will consist of the following:

i) Description/evidence box

- The name of the person who will be responsible for delivery of the Social Value offer made by your company, details of how social value delivery will be managed in the organisation and resources that will be deployed
- Bidders should provide clear evidence that they can identify, source, deliver and report on each target they have set.
- Bidders should include the timeline for delivering the social value offer.
- What are your internal processes in the event that something goes wrong i.e. how will any non-delivery of offers made, or poor quality be escalated internally and addressed
- Bidders should set out their broad approach under each theme and explain how they will make the best use of the opportunities created through the procurement to contribute to the delivery of sustainable social value outcomes
- For projects that extend beyond 18 months, bidders should include an explanation of how they will progressively improve and expand the delivery of Social Value outcomes over the life of the project and what continuous improvement targets it plans to set.
- If applicable, How will you engage with local Voluntary Community and Social Enterprise (VCSE) organisations in the delivery of your offer?
- If applicable, what are your processes for engagement and collaboration with relevant local stakeholders in the delivery of Social Value? (identifying key stakeholders needed to support the plan, setting out detailed plans for the early phases on engagement.)
-

Please note that a word limit of 2,000 words applies to Delivery Plans.

Please note that if a Bidder either:

- i) **Makes quantitative proposals but does not provide any evidence (i.e. by completing Evidence/Description boxes on the Social Value Calculator or through completion of a delivery plan) about how those proposals will be delivered OR;**

- ii) provides evidence (i.e. by completing Evidence/Description boxes on the Social Value Calculator or through completion of a delivery plan) about social value proposals but does not make any actual quantitative proposals then

Both the bidder's quantitative and qualitative social value scores may be treated as non-compliant and be scored 0.

Prioritisation of measures:

'Please note that a commitment made against the TOMs measures listed in the table below will be valued at (x2 or x3) the regular proxy value to recognise commitments made in areas of high deprivation. The prioritisation factor for these measures are set out in the Portal and will be visible to bidders. Please be advised that these prioritisation factors will only be taken into account at the evaluation stage.

| REF | Measure | Prioritisation Multiplier |
|------|---|---------------------------|
| BT4a | <p>Bristol: Total amount of time (FTE) that employees who live in BS2, BS4, BS5 or BS13 postcodes will spend working on this contract.</p> <p>North Somerset: TBC</p> <p>South Gloucestershire: TBC</p> | x2 |
| BT5a | <p>Bristol: Total number of weeks that new apprentices who live in BS2, BS4, BS5 or BS13 postcodes will spend working on this contract.</p> <p>North Somerset: TBC</p> <p>South Gloucestershire: TBC</p> | x2 |
| BT6a | <p>Bristol: Weeks of training towards a Level 2,3, or 4+ qualification for new employees working on the contract who live in BS2, BS4, BS5 or BS13 postcodes</p> <p>North Somerset: TBC</p> <p>South Gloucestershire: TBC</p> | x2 |
| BT10 | Bristol: Recruit local people who are long-term unemployed and from marginalized communities. | x2 |

| | | |
|------|--|----|
| | North Somerset: TBC South Gloucestershire: TBC | |
| BT15 | Bristol: Weeks of meaningful work placements for local people who live in BS2, BS4, BS5 or BS13 postcodes: either 1-6 week student placements (unpaid) or longer internships (living wage) North Somerset: TBC South Gloucestershire: TBC | x2 |
| BT16 | Bristol: Hours spent (including preparation time) on engagement with schools or colleges in BS2, BS4, BS5 or BS13 postcodes e.g. delivering careers talks, curriculum support, literacy support, safety talks North Somerset: TBC South Gloucestershire: TBC | x2 |

4. Evaluation of Social Value Offers made by Bidders

Social Value has been allocated a total weight of 20% as part of the overall quality/price matrix for this procurement, which will be evaluated using sub-weightings on the following basis:

| | Social Value Sub-Weighting |
|---|-----------------------------------|
| Social Value Quantitative offer | 10% |
| Social Value Qualitative offer Evidence of Delivery plus a Delivery Plan (for contracts over £250K | 10% |
| Total Social Value | 20% |

A. Quantitative Assessment:

The quantitative score will be calculated using the formula below.

The bidder submitting the highest Social Value offer will be scored 10% for this section, subject to satisfactory evidence being provided. All other bidders will be scored in relation to the highest Social Value offer as follows: -

$$\frac{\text{Bidder's total Social Value offer}}{\text{Value of the highest Social Value offer from all bidders}} \times 10$$

$$\frac{\text{Bidder's total Social Value offer}}{\text{Value of the highest Social Value offer from all bidders}} \times 10$$

Worked Example: Sub-criteria A: If the Quantitative sub-weighting is 10%

If Tenderer X's social value quantitative offer was the highest at £100,000. They would receive the maximum 10% available.

Tenderer Y whose social value quantitative offer was second highest at £80,000 would score 8% ($80K/100K \times 10$)

Tenderer Z whose social value quantitative offer was third highest at £40,000 would score 4% ($40/100 \times 10$)

Bidders are to note that the information submitted by bidders in the Description/Evidence Box and Delivery Plan on the Calculator will be used in evaluation to verify the quantitative values submitted by bidders and to ensure they meet the parameters set out below.

B Qualitative Assessment:

The evidence and, as appropriate, the Delivery Plan information provided about how Social Value offers made will be delivered (Qualitative evidence) will be evaluated using the scoring mechanism set out in Table A below. The assessment will be based on an overall assurance of all the evidence provided as to the Bidder's capabilities to deliver Social value offers made.

Table A Qualitative Evaluation Scoring Methodology

| Assessment | Scores 0-5 | Reason to award this score based on evidence provided against the criteria included |
|--------------|------------|---|
| Unacceptable | 0 | Does not meet the requirement; Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to |

| | | |
|-----------------------------|---|--|
| | | provide the service, with little or no evidence to support the response. |
| Serious reservations | 1 | Satisfies the requirement with major reservations; Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. |
| Minor reservations | 2 | Satisfies the requirement with minor reservations; Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response. |
| Satisfactory | 3 | Satisfies the requirement; Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response. |
| Good | 4 | Satisfies the requirement with minor additional benefits; Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; Response identifies factors that will offer potential added value, with evidence to support the response. |
| Excellent | 5 | Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; Response identifies factors that will offer potential added value, with evidence to support the response. |

i) Clarification of Social Value offers

During evaluation of bids received, if there is any apparent inconsistency between a bidder's Social Value offer and the parameters stated above and in Appendix A Dos and Don'ts', for bidders, or if the evaluation identifies a manifest inconsistency with the bidder's qualitative Social Value proposals or the nature and scope of the proposed contract, Bristol City Council may seek clarification to enable the bidder to explain/justify the methodology used and correct their bid if necessary.

If inconsistencies remain after clarification, the Council reserves the right to discount all or some of the bidder's Social Value offer.

5. Total Social Value Score

Bidders will be marked on a combination of their quantitative and qualitative responses. In committing to certain targets, bidders must provide a realistic and convincing description of how these will be achieved in practice. Example - if a bidder commits to employing 10 long-term unemployed people, it should explain the partnerships in place as well as explaining how the bidder plans to identify those potential employees.

The total Social Value score will be derived from the following calculation: -

Total Social Value Score = (Quantitative score (%)) + Qualitative score (%))

6. Remedies

If there are challenges forecast in the delivery of commitments made by the winning contractor during the lifetime of the project or contract, the Council may, in the first instance, agree to accept a different Social Value outcome (of equivalent Social Value proxy value) as a suitable alternative.

In exceptional cases, the Council may (at its sole discretion) agree instead to accept a cash contribution to the Council's Social Value Fund for the proxy financial value outstanding, in place of agreed Social Value commitments that cannot be delivered. This alternative will only be considered by the Council if it can be clearly demonstrated that all other options have been exhausted.

7. Social Value Reporting

Please note that the successful supplier will be required to report on the delivery of their social value commitments on a quarterly basis through the delivery of the contract. Suppliers will be required to download a progress report from the Social Value Portal and discuss progress on social value delivery with the appointed contract manager during meetings.

8. Social Value Management Fee – Lot 1 ONLY

There is no charge for Tenderers to access the Social Value Portal for the purpose of responding to this tender. However, for the successful Tenderer who is subsequently awarded the contract will be required to contract directly with the Social Value Portal who will provide the following services to the supplier

- Online account with Social Value Portal to allow contract management and project reporting account
- Technical support with data entry (e.g. access and functionality issues)
- Confirmation of evidence required to satisfy requirements
- Quarterly reports showing progress against targets
- End of project summary report and case study

The successful supplier will be invoiced directly by The Social Value Portal (SVP) upon award according Schedule 1 below and will be responsible under the terms of the contract for payment directly to SVP.

Please Note: The successful bidder will be charged ongoing management fee per project/contract/year for access to The Social Value Portal. Fees will be invoiced directly from The Social Value Portal to the successful bidder and this payment will provide the bidder with quarterly reports and support in each Social Value submission and access to a project management dashboard.

Schedule 1 – Contract Management Fee

| Total Contract Value | £25k - £250k | | £250k - £3.35M | | >£3.35M | |
|----------------------|--------------|---------|-------------------------------|-------------------------------|---------|---------|
| Year of contract | Year 1 | Year 2+ | Year 1 | Year 2+ | Year 1 | Year 2+ |
| Annual Fees | £750 | £350 | 0.20% of total contract value | 0.15% of total contract value | £7,500 | £5,000 |

Appendix A

Social Value Portal - Dos and Don'ts for Bidders

Bidders: You must read these instructions before submitting your Social Value offer. Please ensure that your social value offers are made in relation to this contract only and do not take into account other social value initiatives being delivered elsewhere by your organisation.

Useful terms

FTE: Full time equivalent

LTU: Long Term Unemployed person

MSMEs: Micro Small and Medium Enterprise;

NEETs: Not in Education, Employment or Training (applies for young people)

VCSEs: Voluntary Community and Social Enterprise;

NB:

Bidders are encouraged to raise a clarification question through the Council's Tendering Portal if they are unsure of any detail in this process. This will allow the Bristol City Council the opportunity to clarify the requirements to all participating suppliers and help to avoid lengthy communications after tenders have been returned.

How to submit a good Social Value offer on the Social Value Portal

DO Only report activities/offer social value that will be delivered as a result of this contract

Ensure that your Social Value targets are relevant and proportional to this contract only and are not based on any other projects, initiatives, or wider Corporate Social Responsibility.

Example: If you organise a mental health and wellbeing session at your head office, you cannot claim social value for this on a contract as it has not been delivered specifically for the contract you are bidding for

At times, you may need to consider **attribution**. Ensure you assess what proportion of the overall investment you are directly responsible for. For example, cases where:

- An investment has been made in partnership with other organisations
- Social value initiatives are spread across several projects and so can only partially be linked to this contract

Example: An organisation has invested £1,500 in donations to a local community project (BT1) in Bristol. However, the contribution can only be partially linked to the project/contract for which social value is being reported, because it has 3 projects in Bristol. In this case, enter £500 for the relevant project.

DO NOT Offer anything that is already required as part of the core contract

Services or works that the bidder is required to provide as part of the core contract requirements cannot also be counted as additional social value.

Example: If the contract is about supporting people back to work, you cannot claim social value for getting people back to work as that is part of the requirement of the core contract

- *Social value is about 'additionality', i.e. what will you provide over and above the core contract*

DO Avoid 'Double Counting'

It is important that bidders only claim Social Value once.

Examples:

- If a reduction in CO₂ emissions is proposed through implementing a flexible working initiative, bidders may not claim the same reduction in emissions achieved through a different initiative (Ref. TOMs: BT18 & BT19)
- If hours volunteering in the local community are claimed, these same hours cannot also be claimed under hours volunteering to safeguard the environment (Ref. TOMs: BT22)

As a rule of thumb, always ensure you **must not double-count the same initiative**. There is however **one exception** to this rule:

Disadvantaged people into work & local people into work

An individual can be both local (BT4) and from a disadvantaged background (BT10/BT11/BT12/BT13/BT14). As these measures capture different types of value; BT5 captures the Local Economic Value of local employment and BT10/BT11/BT12/BT13/BT14 capture the Social Value generated by employing a disadvantaged person. In these instances, you may count the same individual in both measures (e.g. local and disabled). However, the disadvantaged background measures cannot be double-counted with one-another, so if an individual corresponds to two disadvantaged categories (e.g. an individual being disabled and also an ex-offender), only count them in one of the measures.

Additionally, where local employees (BT4) can be counted for every year that they work on the contract, please note that disadvantaged people can only be counted for their first year of employment.

DO Account for employment accurately – all employment measures in the TOMs use the same unit: No. People FTE

'FTE' = Full Time Equivalent, per year

Bidders should only include the actual time spent on the contract by their employees. This should be calculated as a 'Full Time Equivalent' (FTE). For example, a project lasting six months and employing only one person has an FTE equal to '0.5'. Similarly, where an employee only spends 3 months delivering an aspect of a 12-month contract, their contribution should be measured as '0.25 FTE'

Calculating time spent on a project in 'FTE':

- Full time for 1 year 1
- 6 Months 0.5
- 3 Months 0.25
- 1 Months 0.083
- 1 Week 0.0192

DO Account for employment accurately – Disadvantaged Measures

Here are a few rules to remember when making use of the disadvantaged people into work measures.

- As set out above, you may record the same employee through both local employment measures (BT4) and disadvantaged employment measures.
- You may only count a disadvantaged person into work for the first year of employment with your organisation. This is because after being employed for 12-months, the proxy value for these measures no longer applies, as it reflects the value to the individual of entering the labour market.
- These measures are intended to be used as part of recruitment programmes with relevant VCSEs/organisations. You may only claim the value of disadvantaged employment that you have created through specific and intentional initiatives. As such, to evidence these measures, you will require evidence the a recruitment programme you have implemented which led to employment of the disadvantaged individual.

Consider the below example where an individual has been hired by a supplier, on a full-time basis, for a 3-year project.

Example: They have been employed through Bounce Back (a VCSE organisation that supports ex-offenders back into work), and also happen to be local to the project.

This should be recorded through the Social Value Calculator as follows:

BT4 Local direct employees): 3 FTE (because it is a 3-year project and you can account for local employment every reoccurring year of the contract)

BT11 (ex-offenders): 1 FTE (because you may only count disadvantaged measures for the first year of employment)

Scenario B:

An individual has been employed through the supplier's relationship with the local authority. They are local to the site and have been recruited via a charity that supports long-term unemployed people into work, they also happen to be disabled.

This should be recorded through the Social Value Calculator as follows:

BT4 (local direct employees): 3 FTE

BT12 (long-term unemployed): 1 FTE

BT13 (disabled people): 0 FTE (As well as constituting double-counting, the supplier has not used a recruitment programme that aims to support disabled people into work and so cannot claim the Social Value generated here)

DO Make sure that you deliver locally

The definition of 'Local' has been set up as being within a specific boundary set by the local authority.

- Any Social Value offer that does not provide benefits to the communities within this definition will be excluded in the evaluation. Equally, bidders must not include elements of spend in their proposals which are expected to occur outside of this definition (e.g. central overheads or head office costs where the bidder's head office is outside the defined local area).
- In estimating the level of local spend, bidders must only include projections of spend that occur as a result of this contract and can be influenced by their own spending decisions. Bidders must not include estimates of local spend within their supply chain which are outside of their direct control.

DO Make sure that you only include committed local spend in your supply chain

In committing to spending locally, bidders must only include spend that will result from being awarded this contract and can be influenced by their own spending decisions. Remember that your social value offer will be contractualised, therefore any offer to include local companies in your supply chain must not include any local spend which is outside of your direct control.

DO Make sure you read and understand the units

Examples:

- BT7: *no. hrs (total session duration) *no. attendees* (not just number of hours and does not include preparation time).
- BT5a, BT5b, BT6a and BT6b *no. of weeks* (not no. of people)
- BT21: *tonnes of CO₂*
- BT18: *miles saved*
- BT19: *miles driven*

DO Provide good descriptions and any relevant evidence of how you will deliver your social value offers

When making your social value offers you should include a description of how you intend to deliver this and any relevant evidence to support your target on the Portal. You should refer to the measure's Target Guidance on the Portal for what information should be provided.

Example 1: A bidder sets a social value target to deliver some schools talks. (BT16)

Descriptions & Evidence expected: Names of schools identified in the local area, a potential contact for each school, what the school talks would be about, confirmation from the school(s) that the talks would be welcome, who within the team would deliver each talk and details of relevant experience to deliver the talks.

Example 2: Example 2: A bidder sets a social value target to procure products/services through a local company (BT2)

Evidence expected: Evidence that work has been undertaken to identify local companies that can provide services required to support main delivery and that those companies have been contacted and are willing to supply to the main contractor. Evidence should include names and post codes of companies concerned together with the sums to be spent.

You will be required to provide evidence for each target you deliver against during contract management e.g. HR reports, employment records, emails detailing the organisation of an event with contributing organisation, etc.

DO Enter your social value offer for the length of the contract onto the portal, but do not forget to provide a breakdown per year

You should enter the total number of units delivered for the whole length of the contract and provide a breakdown in the comments box (i.e. include the total target for the length of the contract, target per year and a breakdown per activity if applicable).

Example: You are offering to deliver 28 hours of volunteering per year for a 3-year contract. Please enter '84' on the portal and add the breakdown in the comments box on the right (i.e. 28 hours of volunteering per year = 84 hours for the length of the contract)

APPENDIX 6 - Safeguarding Children and Young People Policy

In evaluation of the Safeguarding Children Policy the following evidence will be sought:

1. The provider shall designate a manager with responsibility for safeguarding children in respect of the Services, whose responsibilities shall include (but not limited to):
 - (a) ensuring safeguarding policies and procedures are in place and understood by all the Provider's Staff;
 - (b) ensuring the Provider's Policies include the process for accurate and confidential recording, storing and sharing of information;
 - (c) managing allegations of abuse against people who work with children, and liaising with the Authority's safeguarding service and the Authority's Designated Officer in accordance with statutory guidance.
 - (d) maintaining records of the training of all members of the Providers' organisation;
 - (e) maintaining and implementing a training plan in relation to safeguarding; and
 - (f) ensuring effective measures are in place for safer recruitment.
2. The Provider Shall:

- (a) ensure that it has established its own safeguarding policy, or has adopted the safeguarding policy of the professional body, in accordance with legislation and the expectation to follow Local Safeguarding Partnership policies and procedures. local multi-agency policies.
 - (b) ensure mechanisms to ensure safeguarding concerns are reported as required by the Authority; and
 - (c) amend the Safeguarding Policies on at least an annual basis to comply with the Authority's safeguarding requirements, to follow Local Safeguarding Partnership policies and procedures, and to reflect any practice changes within their organisation
- 3. The Provider shall ensure and be able to demonstrate to the Authority that safer recruitment practices are in place for all staff, potential staff, volunteers and other persons engaged regulated activity for children and young people (as defined in Schedule 4 of the Safeguarding Vulnerable Groups Act 2006 ("SVG Act") as amended by the Protection of Freedoms Act 2012). Such practice will apply to trustees or members of management committees where they may reasonably be expected to have access to vulnerable children and young people.
- 4. The Provider shall ensure that the Provider's Staff receive suitable training in safeguarding children and young people, as a minimum attending an update every year.
- 5. The Provider shall comply with any reasonable requests made by the Authority in relation to the Authority's Prevent Duty.
- 6. For the purposes of this Schedule "Prevent Duty" shall mean the Authority's duty to have due regard to the need to prevent people from being drawn into terrorism under section 26 of the Counter-Terrorism and Security Act 2015.
- 7. The Provider shall make the Authority aware of any serious incidents that occur within 24 hours of the Provider becoming aware of such incident. Press statements/interviews with the media should not be given without previous discussion with the Authority.
- 8. The Provider shall give reasonable assistance to the Authority to comply with the SVG Act and shall not do any act either knowingly or recklessly that would cause the Authority to be in breach of the SVG Act.
- 9. The Provider agrees to indemnify the Authority against all claims, actions, damages, Legal costs, proceedings, expenses and any other liabilities that the Authority incurs as a result of the Provider's failure to comply with this Safeguarding condition.

Providers Staff and Volunteers

10. Due to the nature of the work, all Staff deployed are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 ("the Act") by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Orders 1975 and 1986 (the Orders"). The Provider shall ensure that all Staff supply information in accordance with the Act and the Orders about convictions, which for other purposes are "spent" under the provisions of the Act. This includes a continuing contractual obligation on the part of the Provider and all Staff to disclose any new offences and/or all matters which are, or have been, the subject of an investigation by anybody authorised to conduct criminal investigations. All such information should be disclosed to the Authority in accordance with their standard procedures, such procedures to be notified to the Provider from time to time.
11. The Provider shall ensure that all individuals engaged in the provision of the Services are:
 - (a) subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("**DBS**") including a check against the adults' barred list; and
 - (b) the Provider shall monitor the level and validity of the checks under this Clause 11 for each member of staff.
12. The Provider warrants that at all times for the purposes of this contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
13. The Provider shall ensure that the Authority and the Disclosure and Barring service is kept advised at all times of any member of the Provider's Staff that subsequent to the commencement of his/her employment or engagement in the Service receives a conviction, or whose previous convictions become known to the Provider.
14. If a Provider requires a member of the Provider's Staff to commence employment or engagement in respect of the Services prior to completion of an enhanced disclosure check undertaken through the Disclosure and Barring Service, then the Provider shall ensure that the offer of employment or engagement will remain conditional upon a satisfactory Disclosure and Barring Service disclosure. Pending the completion of the enhanced disclosure check the Provider shall ensure that a risk assessment must be completed in respect of the member of the Provider's Staff, and, as a minimum, the individual shall not be allowed to work unsupervised with adults at risk, children and young people. This arrangement must only be used as a temporary measure and must be brought to an end immediately if so requested by the Authority.

15. Upon request by the Authority, the Provider shall, provided that it can lawfully do so, permit access and obtain any consent necessary to allow the Authority access to any relevant Disclosure and Barring Service disclosures in the circumstances of an allegation being made against a member the Provider's Staff or as the Authority otherwise deems necessary.
16. The Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 15 have been met.
17. The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out a Regulated Activity (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
18. The Provider shall not employ or use the services of any person to undertake any Regulated Activity, who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children.
19. The Provider shall comply with all relevant law or guidance produced by the Department for Education or the Authority relating to the safe recruitment of staff.
20. The Provider shall supply to the Authority on request a list of all Staff giving such information as the Authority reasonably requests, including, as a minimum, each member of Staff's:
 - (a) Name;
 - (b) Job title/description;
 - (c) Result of enhanced DBS check;
 - (d) Confirmation that the member of Staff has not been identified on the children's barred list
21. The Provider shall ensure that all Staff work in compliance with the Authority's policies and procedures provided to it and all relevant Provider protocols and, in the event of any conflict, the Authority's policies and procedures will prevail unless otherwise agreed between the Parties.
22. The Authority may (but only where reasonable grounds for such action exist) request the Provider to take disciplinary action against or to remove from work any member of Staff in or about the provision of the Services. Following such request, the Provider, acting reasonably, shall take appropriate action, including disciplinary action, proportionate to the circumstances.

