



DATED 15TH JUNE 2017

INVITATION TO TENDER

OPEN PROCEDURE

PROCURING ORGANISATION: THE ROYAL BOROUGH OF KINGSTON
OPEN LIGHT TOUCH OJEU COMPETITION FOR: MENTAL HEALTH HOUSING RELATED SUPPORT SERVICES
TENDER RETURN DATE AND TIME (DEADLINE): Thursday 3rd August 2017 (15:00)

CHANGE LOG

Version	Date	Amendment
V1.0	25/05/2017	First publication
V2.0	15/06/2017	Second Publication: Tender timetable updated
V3.0	12/07/2017	Third Publication: Contact Details for TUPE Clarification Added

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1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITT

This invitation to tender (ITT) comprises:

- Tender completion requirements.
- Evaluation model.
- Service Specification.
- Draft contract and schedules.
- Method Statements
- Information Sharing Agreement (Tier 2)

1.2 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

1.3 Introduction to the Council

The Council's vision, values and strategic objectives are set out in the Council's medium term service and financial plan, Destination Kingston. This can be downloaded from the Council's website:

https://www.kingston.gov.uk/info/200279/performance_and_improvement/717/annual_planning

1.4 Procurement Process

The Council is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (S/2015/102) (PCR 2015) for the purpose of procuring the services described in the Service Specification (**Services**).

This ITT contains information about the procurement process, the Services, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

1.5 **Scope of the Project**

(a) Summary of service objectives and outcomes

The Provider is required to provide housing related visiting/floating support to up to 120 service users with mental health conditions at any one time. This support will be offered to service users in council accommodation, other social housing, temporary accommodation, in their own or family homes, or in one of the supported accommodation properties outlined in Section 8. The Provider will be expected to enter into a separate agreement/protocol with the owners of these properties related to their use. The Provider will need to ensure that suitable qualified and experienced staff are in place to cover all aspects of Housing Management.

Where individuals are required to move between properties to gain more independence and receive a reduction in their level of support as their recovery progresses, such a change of accommodation can of course negatively impact on mental health recovery. Therefore the Council wish to commission a pathway model where support flexes around the person and that has the following three elements:

1. The provision of targeted, recovery-focused 'medium' and 'low' support by the Provider.
2. Proactive promotion of move-on for service users (to more independent accommodation for those living in one of the 57 currently occupied supported accommodation units and by increasing the independent living skills of those receiving floating support only)
3. The provision of a fully aligned service which has positive working relationships with relevant organisations that may input into the achievement of the outcomes.

Key outcomes of the service are as follows:

Meet individual needs and establish life skills by:

- Enabling service users to access the resources and services that they need;
- Following an assessment process working with service users to develop a

support plan which meets their short and long term goals and aspirations. The outcome and goals are for the service user, the Provider will have to demonstrate how they will support them to achieve their goals;

- Working with service users to enable them to put in place SMART actions to achieve and review these goals and aspirations;
- Managing a key working system providing the service users with a named key worker who will engage and support the service user.
- Creating an environment that meets individual needs in the least restrictive way - supporting service users to stay in control of their lives whilst experiencing a mental health problem in line with the Recovery model of care. At the same time the Provider will support the Council's key objective of moving people successfully into the least restrictive accommodation environment according to their long-term needs.
- Supporting service users to move through the recovery pathway and work with the service users to find and move into new accommodation with less support, aligned with their support plan.

Promote and achieve well being in relation to mental and physical health:

Improve access to physical and mental health services and encourage healthy lifestyles by:

- Ensuring service users register with a G.P;
- Enabling service users to improve responsibility for physical and mental health and substance misuse;
- Ensuring all staff have an awareness of the signs and symptoms of mental health conditions and understand how to make referrals to local mental health services;
- Ensuring all staff have an awareness of the signs and symptoms of substance misuse and how to make a referral to the Kingston Wellbeing service.

Engage in meaningful daytime activities:

- Ensure service users are supported towards education, training or employment where appropriate;
- Enable service users to have improved use of their time, including hobbies/leisure activities;
- Enable the service users to have improved work skills (in work-related training- volunteer work etc);
- Enable the service users to have improved employability;
- Enable the service user to have social networks.

Maintain healthy relationships:

- Establish social activities to reduce social isolation and enable service users to develop and maintain social networks, promote social inclusion and

- integration;
- Establish life skills;
- Develop and maintain access to other community services and activities for example, voluntary groups and GP's;
- Support service users to have paid employment and improve economic well-being.

Planned move on and tenancy sustainment:

- Establish with the service users a move on plan from the initial assessment and support planning ;
- Work with the service users to sustain the tenancy in the service preventing evictions and abandonment;
- Support service users to move on in a planned way, where appropriate;
- Manage the expectations of service users in respect of them obtaining Local Council housing within Kingston upon Thames;
- Manage an orderly transition to appropriate floating support, self-directed support or other support services where service users have ongoing support needs.
- Support service users to establish/maintain claims for housing and other key benefits;
- Support service users not to have rent arrears or debt and where applicable to engage with a plan to reduce rent arrears/debts.

(b) Summary of current arrangements

Services are currently delivered through face-to-face contacts (visits to the service users' home or meetings in other locations), telephone support or appointments at the Provider's Kingston offices/venues.

The following housing related support services are currently available to adults with mental health conditions in Kingston:

1. A Visiting/Floating Support Service is currently in place enabling 14 service users to maintain their independence in their homes
2. A Floating Support Service is available supporting 27 service users with mental health needs, who may also have additional substance misuse needs and who require short term (less than 2 years) housing related support.
3. An intensive outreach focused independent living support service is available to 8 people with medium level mental health and/or substance misuse support needs. Four of these support packages can also be aided (and receive housing management assistance from the Kaleidoscope Project) through time-

focused supported tenancies at the property in Kingston.

4. Medium support and low support services providing 42 units of accommodation (11 shared and 1 self-contained flat unit in one property and 30 self-contained units are available). The self-contained flat is also particularly suitable for service users with mobility needs or requiring wheelchair accessible accommodation.

Contract Performance

Move-on is a key requirement for this service, and as such the Council has created an Enhanced Quality Award fund related to the Provider's performance in this area. The Provider is required to meet PI 1 - 'Percentage of service users who moved on from supported accommodation in a planned way' (see Section 21) in order to secure the Enhanced Quality Award, which is set at £50,000.00 per annum.

Payments from this fund only become payable on written confirmation from the Council confirming success following quarterly contract monitoring meetings.

Payments will be made quarterly, and the Enhanced Quality Award payment will be paid in Q4 of each year on agreement of achievement, based on evidence of progression towards achievement of Performance Indicator (PI) 1

1.6 Value of the Contract

The anticipated value of the Services is approximately £870,000.00 per annum.

Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

1.7 Contract Term

The Council proposes to enter into one contract with the successful Tenderer (**Service Provider**) for an initial period of 3 (three) years.

The Council may at its discretion extend the Contract for a further period, of up to 2 (two) x 1 (one) years.

The anticipated service commencement date is **1st April 2018**.

1.8 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted through the e-tendering

portal (Pro-Contract). The Council will respond to all reasonable clarifications as per the timetable set out in paragraph 2 through publishing the Tenderers' questions and the Council's response to them on the e-tendering portal (Clarifications Log).

If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

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

Any clarification questions relating to the properties should be clearly identified as such and submitted through the e-tendering portal. The relevant Landlords will respond to all reasonable clarifications as per the timetable set out in paragraph 2 through publishing the Tenderers' questions and the Landlords' response to them on the e-tendering portal (**Property Clarifications Log**). The deadline for receipt of clarifications relating to the Property is set out in paragraph 2.

Tenderers are advised that the Council is merely passing on the Property Clarifications Log provided by the Landlords and therefore neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given in relation to clarifications regarding the properties.

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

Event	Date
Release of ITT	25th May 2017
Deadline for receipt of Bidder clarification questions	12:00 (noon) on 26th June 2017
Target date for responses to clarifications (Tender & Property)	12:00 (noon) on 4 th July 2017
Deadline for receipt of Tenders	15:00 on 3rd August 2017

Evaluation of Tenders	4th August 2017 – 6 th September 2017
Clarification Meetings (if required)	w/c 21 st August 2017
Notification of contract award decision	4 th October 2017
"Standstill" period	4 th October 2017 - 15 th October 2017
Confirm contract award	15 th September 2017
Contract start and start of mobilisation period	1 st November 2017 - 31 st March 2018
Target service commencement date	1 st April 2018

1.9 Clarifications about the Contents of the Tenders

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

2. TENDER TIMETABLE

2.1 Key Dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

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

2.2 Deadline For Receipt Of Tenders

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline. Any Tender received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Tenderers of any change.

2.3 References

Tenderers are requested to supply three references. References will be used to verify the technical proposals put forward in the Tender and will not be scored. The Council reserves the right to seek references from any of the Tenderer's customers, including the Council, whether or not the Tenderer has listed such customers as referees.

2.4 Clarification Meetings

Tenderers may be invited to meet with representatives of the Council for the purpose of clarifying aspects of their Tenders, as set out in the Timetable. You should keep this date free in case you are asked to attend.

The names and positions of those attending from the Council will be notified to all Tenderers in advance of the presentation.

2.5 Contract Award

The Council may award a Contract on the basis of a Tender submitted in accordance with the instructions set out in this Invitation to Tender.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

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

2.6 Debrief

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

3. TENDER COMPLETION INFORMATION

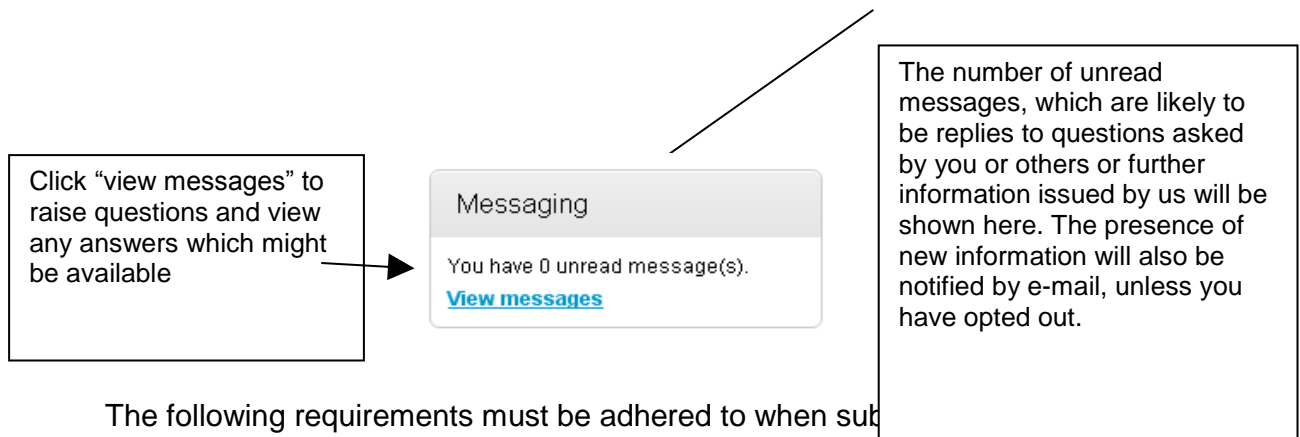
3.1 Formalities

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

Should a Bidder proposing to submit tenders be in doubt as to the interpretation of any part of the tender documents, the Lead Procurement contact or their nominated officers will endeavour to answer written enquiries

prior to tenders being submitted. Requests for clarification should be sent using the Q&A functionality provided within the portal (refer to the tender summary screen and click on:



The following requirements must be adhered to when submitting tenders:

- The pages of any Tender documents uploaded to the e-procurement portal must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.
- Tenderers should use Arial Size 12 Font.
- Line spacing must be single or more.

The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender the template of which is included in the Tender Documents available on the e-procurement system.

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

3.2 **Executive Summary**

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

- An outline of the way in which the Council's requirements are to be met by its proposal.
- A summary of all the services offered by the Tenderer in response to the ITT.
- An overview of the Tenderer's overall costs and proposals in relation to pricing.
- A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
- Confirmation that the Tender(s) will remain open for a period of **120** days.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify the Council of them. The Council reserves the right to disqualify any Tenderer that fails to duly notify the Council. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in regulation 57 of the PCR 2015 and the minimum standards set out in sections 2 and 3 of the Invitation to Tender DV Refuges within the London Tenders Portal. Any change in the eligibility of a Tenderer must be notified immediately to the Council in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

3.3 **Submission of Tenders**

Each Tenderer must submit one Tender. The Tender must meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Council in its own right.

3.4 Contract Terms

The draft Contract that the Council proposes to use is included in the tender documents on the e-portal system as Draft Mental Health Services_Conditions of Contract. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.10 and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.5 Documents Forming the Contract

The following documents shall form part of the Contract between the Council and the Service Provider(s):

- Contract and its schedules.
- Service Specification.
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the successful Service Provider).
- Responses to method statement questions (as completed by the successful Service Provider).
- A list of commercially sensitive information (as completed by the successful Tenderer).
- Information Sharing Agreement (Tier 2)

The successful tenderer(s) will be required to enter into separate Managing Agent agreements with the Property Owners. These documents will be attached with the tender documentation however any enquiries regarding the

management agency agreement should be directed to the Property Owners. Full details are provided within the London Tenders Portal

3.6 **Consortia and Subcontractors**

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

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

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

3.7 **Warnings and Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

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

3.8 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is

not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

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

While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the template provided within the e-procurement portal.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

3.9 Publicity

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

3.10 Tenderer Conduct and Conflicts of Interest

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

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the

effect of prohibiting or excluding that person from submitting a Tender.

- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.

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

3.11 Council's Rights

The Council reserves the right to:

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

3.12 Bid Costs

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

3.13 Guarantees

Recipients of this ITT will note that examples of a deed of guarantee and a performance bond are included in the tender documents on the e-procurement portal. This is found in section 5, 'Parent Company' within the Suitability

Assessment Questions.

The Council may require that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Council may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

In the case of a successful Tenderer which is not an operating company, the Council may require the successful Tenderer to provide a performance bond or an alternative/equivalent level of security (the attestation will be amended as necessary for RBK before entering the contract). Tenderers within this category should complete section 5.4 and confirm what type of guarantee they can provide to the Council, if required, in the comments box.

3.14 Insurance

The Council will require the successful Tenderer to have in place as a minimum the following insurances in place.

- (a) Employer's Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and
- (b) Public and Product Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences.
- (c) Professional Indemnity Insurance Policy of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

4. TENDER EVALUATION MODEL

4.1 Selection Criteria Evaluation

The Selection Criteria which are included as questions 2 - 7 will be evaluated first. Tenderers must achieve passes against all Pass/Fail questions in order to proceed to Award Criteria evaluation.

If a "Fail" score is obtained on any of the questions designated "Pass/Fail", this will result in the Tender being rejected.

- 4.1.1 The following table provides the summary scoring mechanism which will be applied.

Section	Question Ref	Scoring Method
General Information	1.1 - 4.2 7.3	None - for information only
Grounds for Mandatory Exclusion	2.1	Pass/Fail
Grounds for Discretionary Exclusion	3.1	Pass/Fail
Economic & Financial Standing	4.1	Pass/Fail
	4.2	Pass/Fail
	4.3	Pass/Fail
Parent Company Guarantee	5.1	None - for information only
	5.2	Pass/Fail
	5.3	Pass/Fail
	5.4	Pass/Fail
Technical & Professional Ability	6.1	Pass/Fail
	6.2	Pass/Fail
Insurance	9.1	Pass/Fail

4.3 Financial Information Evaluation Process

Satisfaction of the Council's Minimum Standards relating to Economic and Financial Standing and Professional and Technical Ability

This is assessed on a pass/fail basis. Tenderers will be required to pass a multi-step test to meet the Council's minimum standards relating to Economic and Financial Standing and Professional and Technical Ability.

Tenderers must:

- i) pass the ratio review; and
- ii) pass the Contract test.

If the Tenderer does not meet the multi-step test, then the Council reserves the right to fail the Tenderer at suitability assessment, in which case its submission will not be considered any further.

Each of the tests above are explained in more detail below.

Ratio Review

The financial ratio / figures described in table 1 below will be calculated using the annual report and if applicable other financial documents that have been provided as requested.

Figure / Ratio	Calculation of Figure / Ratio
Gearing (%)	<div>Calculated as: $\frac{\text{Total Debt}^{**}}{(\text{Total Debt} + \text{Equity})} \times 100$</div> <div>**Taken as current and non-current external bank related loans. Fail= 70% or higher</div>

Table 1- Financial Ratio

The Council reserves the right to reject a tender if the Tenderer does not satisfy the Council's Minimum Standards relating to economic and financial standing as outlined in above.

The Council reserves the right to send clarification questions to Tenderers on any part of the Financial and Economic information provided by the Tenderer.

Contract Test

The Council requires the Tenderer to demonstrate it has carried out similar contracts in its previous 3 financial years with public sector bodies or similar clients. Where Tenderers are not able to provide at least one example please provide an explanation that includes a description of your Business Plan and details how this contract opportunity fits in with your Business Plan.

Tenderers that do not pass this Contract Test will not be considered further.

4.4 **Award Criteria Evaluation**

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. The Award Criteria (**Award Criteria**) are:

- 70% quality
- 30% cost.

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them are set out below.

Where specified, that a minimum pass mark (**Threshold**) applies to the Evaluation Criteria. The Council shall reject any Tender which does not meet the relevant Threshold in respect of one or more criteria.

Method Statements [70 %] Quality Criteria

The Method Statement questions and their weightings are shown in ProContract. The question weightings add up to 100 in the system; but the overall weighting applied to Quality is 70%

Note: You must achieve a minimum score of 3 out of 5 to pass these questions.

MS1: Service Delivery			
	Quality Weighting: [25 %]	Percentage of Total Score [17.5%]	Page Limit (A4 sides)
<p><u>Implementation:</u></p> <p>Please provide an implementation plan with key milestones for setting up and delivering the service described in the service specification.</p> <p>This should set out full supporting details of the staff and other resources which will be utilised and include milestones and details of how you will transition seamlessly from the current service provider / arrangements to the new service for 1st April 2018.</p> <p>NB: The implementation plan will not be included in the page limit</p>	25%	4.4%	2
<p><u>Service Continuity:</u></p> <p>Please explain how you will resource this project to ensure continuity of resources throughout the contract term, including how you will cover unplanned absences.</p> <p>Your response should include partner organisations, the skills and experience of the key members of staff delivering the services, staffing levels and other resources/assets that will be required, as well as including an outline of how you will build capacity e.g. by through the use of volunteers.</p> <p>Please include your business continuity and contingency plans to illustrate how you will secure service continuity for the entire term of</p>	25%	4.4%	2

<p>the contract.</p> <p>NB: The Business Continuity & Contingency Plans will not be included in the page limit.</p>			
<p><u>Partnership Working:</u></p> <p>Please describe how you will work with all the relevant organisations in Kingston's health and social care system and voluntary and community sector organisations in order to maximise the support available to the service users.</p> <p>This should include how the services will complement other services and organisations already operating in Kingston - e.g. statutory, voluntary, community and faith based sector and universal services.</p>	20%	3.5%	2
<p><u>Equalities and Accessibility:</u></p> <p>Please describe any equalities issues that you foresee for this tender, how you propose to mitigate these issues, and describe how you will ensure that equalities are at the heart of this service.</p> <p>Please describe how you will ensure that the services can be accessed equally by all service users in a manner appropriate to their needs, and how this will align with Psychologically Informed Environment (PIE)/Trauma informed care approach</p> <p>Please attach your equalities and diversity policy. NB: The Equalities and Diversity Policy will not be included in the page limit.</p>	15%	2.6%	2

<p><u>Continuous Improvement:</u></p> <p>Please provide detail of ongoing support and training for staff and volunteers to sustain service delivery throughout the term of the contract with your response and to meet the training requirements identified within the specification.</p> <p>Please describe how user feedback and local need will drive the development of the service during the life of the contract and will inform staff training.</p> <p>Please attach the following policies and procedures: a) Workforce Development and Training for Staff and Volunteers b) DBS checks</p> <p>NB: The policies and procedures will not be included in the page limit</p>	15%	2.6%	2
MS2: Meeting the service requirements			
	Quality Weighting: [40 %]	Percentage of Total Score [28%]	Page Limit (A4 sides)
<p><u>Skills and Experience:</u></p> <p>How will your organisation ensure that the staff are able to provide specialist support to service users with mental health conditions within a housing related service?</p> <p>How will your skills and experience of working with service users with mental health conditions and additional needs such as substance misuse, learning disability, autism, physical disabilities, sensory impairments and complex health needs contribute to the delivery of this contract?</p>	30%	8.4%	2

<p><u>Approach:</u></p> <p>Please outline how you will meet the aims and objectives (section 5 of the specification) and deliver the 3 key elements described (section 6 of the specification).</p> <p>Your response should cover:</p> <ol style="list-style-type: none"> 1. The provision of targeted, recovery-focused 'medium' and 'low' support by the Provider 2. Proactive promotion of move-on for service users 3. The provision of a fully aligned service which has positive working relationships with the listed initiatives within the specification <p>Please clearly describe your delivery model and the staff skill mix/hours of support you will provide.</p> <p>Please attach your confidentiality policy to support this response.</p> <p>NB: The Confidentiality Policy will not be included in the page limit</p>	40%	11.2%	4
<p><u>Enhanced Quality Award:</u></p> <p>Commissioners are receptive to alternative methodology for the Enhanced Quality Award being proposed. Please outline this here if you wish to. This is for information only and will not be marked.</p>	0%	0%	2
<p><u>Needs of Service Users:</u></p> <p>How will you make sure your services are flexible to meet the needs to service users who will be at different stages of their pathway journey?</p> <p>Please outline your approach to producing Support Plans for individual service users that meets their needs. This should include how you will support (and measure) service users to achieve wellbeing, independence and live healthy lives, following a time limited</p>	30%	8.4%	2

<p>programme of support.</p> <p>Your response should outline your methodology for identifying a suitable number of support hours required for individuals taking into account the support required within the Support Plan.</p> <p>Please attach your safeguarding policy to support this response.</p> <p>NB: The Safeguarding Policy will not be included in the page limit.</p>			
<p>MS3: Housing Management Note: This will be evaluated by the property landlord.</p>			
	<p>Quality Weighting: [15 %]</p>	<p>Percentage of Total Score [10.5%]</p>	<p>Page Limit (A4 sides)</p>
<p><u>Housing Management:</u></p> <p>Please set out your experience or knowledge of delivering housing management, as a managing agent or as a landlord. Give examples of successful housing management practices. Set out your experience or knowledge of involving service users and monitoring service user satisfaction</p> <p><u>Previous Housing Management Contracts:</u></p> <p>Has your organisation had any Housing Management contracts terminated over the last five years as a result of poor performance, and if yes, please provide further details.</p> <p>This is for information only and will not be marked. This resoins</p>	50%	5.3%	2 per part

<u>Mobilisation:</u> a) Please include a mobilisation plan of how you will implement the Housing Management Service, within the context of this tender. b) Explain how you will ensure that suitably qualified/experienced staff are in place to cover all aspects of housing management, and the staffing structure at both central and local level.	50%	5.3%	2 per part
MS4: Performance and Monitoring			
	Quality Weighting: [5 %]	Percentage of Total Score [3.5%]	Page Limit (A4 sides)
<u>Performance:</u> Please describe how you will ensure that the services offered will achieve the key performance indicators and how you will monitor this. Please refer to sections 18, 19 and 21 of the specification	70%	2.5%	2
<u>Service Development:</u> How will you ensure that the performance management system is flexible enough to encompass any emerging trends relating to the service?	30%	1.1%	2
MS5: Management of Risk			
	Quality Weighting: [5 %]	Percentage of Total Score [3.5%]	Page Limit (A4 sides)

<u>Risk Management and Mitigation:</u> Please describe any risks which have not been covered in other responses in relation to delivering the services required for the contract term and how you would seek to address them.	75%	2.6%	2
<u>Risk Assessment - Safeguarding:</u> Describe how your organisation balance confidentiality with management of risk in an adult safeguarding context. Please include your understanding of legislation regarding sharing information without consent. Please provide an anonymised case example (this should be no more than 2 A4 sides). a) Attach your Safeguarding and Risk Assessment Policies and Procedures. NB The Safeguarding and Risk Assessment Policies and Procedures will not be included in the page limit	25%	0.9%	2
MS6: Added Value and Social Value			
	Quality Weighting: [10 %]	Percentage of Total Score [7.0%]	Page Limit (A4 sides)
<u>Added Value and Social Value:</u> Please identify any added value or additional social value that you can deliver for this contract.	100%	7.0%	2

4.5 Evaluation Process

Quality evaluation

The technical evaluation will be scored in accordance with the table below.

Scoring matrix for the technical and quality criteria

0	Unacceptable	The information is either completely omitted or completely fails to meet the standard/requirements
1	Inadequate	The information submitted has major omissions or fails to meet the standard/requirements in more than one area.
2	Poor	The information submitted has some minor omissions or demonstrates only limited compliance with requirement or fails to meet the standard in one area.
3	Satisfactory	The information submitted meets RBK's requirements in demonstrating compliance with requirements area.
4	Good	The information submitted provides strong evidence of compliance with requirements and exceeds the standard in one area.
5	Excellent	The information submitted meets the standard all aspects and exceeds the standard in more than one or all of those aspects.

4.7 Pricing evaluation: [30 %]

The Pricing Schedule will be marked out of 100 on the system but the overall weighting applied to Price is 30%.

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (30% following weighting). All other bids will be compared against that lowest bid.

Example:

Lowest Bid x 100

Own Bid .

	Annual Value	Total Contract Value
Bidder A	£870,000.00	£4,350,000.00
Bidder B	£865,000.00	£4,325,000.00
Bidder C	£855,000.00	£4,275,000.00

Application of scoring:

	Calculation	Score	Weighted Score
Bidder A	$(855000/870000) \times 100$	98%	29.48%
Bidder B	$(855000/865000) \times 100$	99%	29.65%
Bidder C	$(855000/855000) \times 100$	100%	30.00%

In this scenario, Bidder C will be awarded 100% of the scoring allocation for pricing which converts to 30% once weighting is applied.

4.8 General

Form Of Tender section 11 in the London Tenders Portal	Not Scored but failure to complete and return this form may result in the Tender being rejected.
Certificate of Collusion or Canvassing section 10 in the London Tenders Portal	Not Scored but failure to complete and return this form may result in the Tender being rejected.

5 TUPE

- 5.1 Tenderers shall take independent advice and make their own decision as to whether the Tenderers shall take independent advice and make their own decision as to whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended (together “TUPE”) apply to this contract. The Council's position on the application of these regulations to this contract is that the Council believes the regulations apply and Tenderers shall price their tenders accordingly.
- 5.2 The current services for Mental Health Housing Related Support Services are currently provided by the organisations listed below. All contracts are due to expire on 31st March 2018.

MIND in Kingston – Mental Health Floating Support Service
Hestia - Mental Health Floating Support Service
Hestia – KOSH (Kingston Outreach Supported Housing) Service
Hestia - Low support needs
Hestia - Medium support needs

TUPE information has been obtained from the Providers and included with the tender documentation. This is attached to the London Tenders Portal, ITT - MH Housing Related Support Services within the Public Attachments. However please note that the Council is merely passing on the staffing schedule provided by the incumbent providers and therefore neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

Contact details for tenderers to request clarification on TUPE information for MIND in Kingston are below:

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