

**Partnership Opportunity: Employability Skills Provision for Building Better Opportunities - Age of Opportunity Project (East Lancashire) Phase 3**

**Reference: DN555715**

**INVITATION and INSTRUCTIONS**

**TO TENDER**

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# BACKGROUND

Selnet Ltd is the Social Enterprise Network for Lancashire and for over 15 years Selnet has supported social enterprises across Lancashire. In 2015/16 the organisation led a 12-month process to develop a Lancashire-wide partnership to provide specialist employability and skills support to unemployed people aged 50 and over. This project is known as Age of Opportunity and is part of the Building Better Opportunities programme.

Building Better Opportunities (BBO) is a national programme funded by The National Lottery Community Fund (NLCF) and the European Social Fund (ESF) to invest in local projects tackling the root causes of poverty, promoting social inclusion and driving local jobs and growth.

The Age of Opportunity project consists of approximately 13 diverse delivery partners from the voluntary, community, and social enterprise sectors, coming together to deliver specialist support for key groups across Lancashire. Selnet is the lead partner and does not undertake any delivery or direct support to participants. Age of Opportunity has been operational since August 2016 and has recently received additional investment extending project delivery to the end of 2022.

Over the lifetime of the project, over 2300 disadvantaged people will benefit from support tailored to their individual needs and interests to overcome complex barriers and move towards work and training. This project aims to engage with older people who live in the Lancashire LEP area and have low or no skills, thereby preventing them from engaging with training and employment opportunities. It will support them in moving towards and into employment, training and education.

The project consists of targeted services to deliver a holistic, personalised offer of support for the identified needs of individuals accepted onto the project. Age of Opportunity project delivery staff work to enable participants to overcome obstacles to sustainable employment arising out of their situations, circumstances and behaviours, helping to build resilience, self-esteem and self-confidence in working towards successful employment and training outcomes. Participants will benefit from a range of practical support including: money and budgeting advice, IT skills, business start-up, CV building, interview practice, confidence building activities, volunteering experience, basic skills, housing advice, support with childcare, and much more.

## Project Participants:

## It is the responsibility of the successful tenderer to identify and engage with suitable project participants. All participants must meet funder eligibility criteria. Participants must be unemployed or economically inactive, with low or no skills. BBO projects are specifically for people who are most at risk of social exclusion and specific demographics such as gender and ethnicity are also applied to participant throughflow.

## Participant eligibility is tested in terms of the mandate from the funders and a diagnostic tool is used to assess the participant’s barriers to progression. Once the participant is accepted on to the project, and an action plan created, an ‘Output’ is counted, and support begins. There is no predetermined package of support or set timeframe in which a participant is on project – all support is tailored to the needs of the individual. The project is designed to support participants with multiple and complex needs and the current delivery partners strive to help participants overcome all of an individual’s barriers to economic activity.

## Project Targets:

The successful applicant(s) will be allocated Output, Result, and Soft Outcome targets.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Borough** | **Minimum Outputs (participants supported)** | **Results:****People leaving the project into education or training** | **Result:** **Unemployed people leaving the project into employment or self employment**  | **Result: Economically inactive people leaving the project into employment, self employment or job search** | **Soft Outcomes** |
| Blackburn | 30 | 15 | 8 | 22 | 348 |
| Burnley | 10 |
| Hyndburn |  |
| Pendle  | 25 |
| Rossendale |  |
| Any of the above Boroughs | 51 |
| **Total** | 116 |

|  |  |
| --- | --- |
| **Total Outputs** | **116** |
| Male  | 47 |
| Female | 69 |
| Economically Inactive | 69 |
| Unemployed | 47 |
| BAME | 14 |
| Disabled/ Limiting health condition | 23 |

## Soft Outcomes list for the project is at Appendix 1.

# BRIEF

Applications are invited from suitably qualified and experienced organisations to provide employability skills support to Age of Opportunity participants from specified Boroughs within Lancashire (Blackburn, Burnley, Hyndburn, Pendle, Rossendale). Proposals are sought from organisations that can demonstrate competence in delivering relevant support to people aged over 50 with multiple and complex barriers into employment, training or education. The delivery partner will be expected to carry out a diagnostic assessment with potential participants to determine eligibility, suitability and need. This will be followed by a comprehensive action plan to agree a course of action for the eligible participant, which will improve their lives and ultimately take them closer to work or learning. The delivery partner will be the key contact and support provider for the participant and will also introduce the participant to a variety of specialist services should they be needed, some of which will be other BBO funded services. These specialist services may include, financial capability support, digital skills, volunteering, business start-up support, and emotional wellbeing help.

The successful applicant will become an Age of Opportunity Delivery Partner and will sign the Partnership Agreement alongside current partners. **The Collaboration Agreement can be found at Appendix 2.**

The service is currently being delivered by The Calico Group Ltd. Please see Section 3, TUPE and Pensions for further information.

Prospective partners should outline their qualifications, experience, track record and proposed offer in their tender submission by answering the set questions. As the successful delivery partner will be expected to identify their own participants to support it is important that the submission outlines evidence of previous experience of relevant engagement.

The successful organisation must deliver the targets for every area listed below. Please note that all Building Better Opportunity activity must represent additional activity to any delivery paid for by any other means.

**Funding available:**

A total of £180,000 is available for the delivery of employability skills to Age of Opportunity participants. This must provide support for at least 116 participants, with value for money being a consideration in assessment of proposals.

# PARTNER REQUIREMENTS AND FURTHER INFORMATION

**We are looking for organisations:**

* With experience and track record in providing end to end employability support to people aged 50 and above with multiple and complex needs
* With strong knowledge of communities within each listed delivery area, and strong links to local complementary services
* Committed to collaborative, partnership-focused working
* Committed to changing the lives of disadvantaged people
* Ready to commence delivery no later than October 2021
* Who can add value to BBO projects
* With capacity and capability to manage the strict requirements of our funders (ESF and NLCF)

**Existing BBO Partners**

Existing BBO delivery partners are welcome to apply in the interests of diversifying or increasing their role in the programme, but they will not be at an advantage, with all tenders being reviewed objectively and awards being made on merit.

**Due Diligence**

Successful organisations will be subject to a full due diligence process to assess financial management capacity, financial stability, staffing capacity, and relevant policies and procedures. Successful partners will be supported where possible to meet minimum requirements.

**Delivery Dates**

Delivery will start as soon as possible after award and no later than October 2021, and will end no later than December 2022. Reporting and final claims will need to be submitted no later than March 2023.

The dates provided in the table below are indicative only and may be subject to change. They are provided for your guidance.

|  |  |
| --- | --- |
| **PROCESS** | **DATE** |
| Issue Instructions to Tenders | 12/07/2021 |
| Deadline for clarifications | 10/08/2021 |
| Deadline for receipt of Tenders | 13/08/2021 |
| Evaluation of Tenders no later than | 20/08/2021 |
| Award of Contract no later than | 27/08/2021 |
| Delivery Start Date | No later than October 2021 |

**TUPE and Pensions**

It has been advised that TUPE will apply for the requirements of this service.

You are referred to the European Acquired Rights Directive 77/187 and to the Transfer of Undertakings (Protection of Employment) Regulations 1981 (“the Legislation”), and are recommended to seek independent professional advice about this legislation, the effect of which can be the automatic continuation of employment contracts and the transfer to a successful tenderer of rights, powers, duties, and liabilities under or in connection with those employment contracts. Selnet will not provide advice on the issue of TUPE applicability, and if any view is expressed, no liability will be accepted with regard to it.

**Before workforce information (including that relating to pensions) is supplied Tenderers are required to complete and return the Non-Disclosure Agreement (NDA) issued with the Tender documents (attached at Appendix 3).** The completed NDA should be returned via the questions area of The Chest. This NDA constitutes an undertaking that the information will only be used for the purpose of tendering for the particular contract concerned and will comply with the Data Protection Acts 1984 and 1998 or any statutory re-enactment or modification thereof.

Where information is provided which originates from third parties, Selnet has no control over the compilation of this information and gives no guarantees or assurances as to the accuracy or completeness of the information.

You may put forward proposals with different TUPE implications, but are required to indicate in the tender whether or not they have been prepared on the basis that the contract will give rise to a transfer under the legislation. You must confirm in writing whether or not you have sought independent legal advice in relation to your tender submission.

If, after careful consideration of detailed proposals, there is uncertainty about the applicability of the legislation, and the successful Tenderer wishes to **proceed on the basis that a transfer will not occur,** Selnet will require the successful Tenderer to indemnify them in respect of any failure to comply with the Legislation.

If, after careful consideration of your detailed tender, Selnet takes the view that the **Contract will give rise to a transfer**, the Conditions of Contract will require the successful tenderer:

1. to fully assume and discharge all the duties and liabilities imposed upon the successful tenderer by, or in consequence of the transfer;
2. to offer to transferred employees’ pension arrangements broadly comparable to those applying to them immediately before the transfer;
3. to indemnify Selnet in respect of any failure to give effect to the requirements of the condition referred to in paragraph (i) above;
4. to supply Selnet a list, together with all necessary details relating to their terms and conditions of employment of all operatives and staff likely to transfer to a subsequent successful tenderer in the event that the legislation referred to above is deemed to apply at that time, such list to be provided at the request of Selnet, on or before the termination of the Contract, ensuring that the information provided is accurate;
5. to indemnify and hold harmless Selnet against any costs, claims, or actions arising from the information provided in accordance with paragraph (iv) above;
6. to indemnify and hold harmless Selnet and any other subsequent successful tenderer who may succeed to all or any part of the work tendered for under the terms of the Contract against any costs, claims, or actions brought by any employee or sub-contractor of the successful tenderer arising out of or connected with the termination of the Contract;
7. to agree that these provisions will survive the termination of the Agreement howsoever caused.

A Tenderer who submits a tender on the basis that the contract will give rise to a transfer is required to include with the tender full particulars of the arrangements to be offered or compensation to be paid in accordance with the condition referred to in paragraph (ii) above.

**Partnership Arrangements**

The successful tenderer will become a named BBO partner and will sign a collaboration agreement within which all organisational based targets and financial profiles will be stated. Partners will be expected to operate collaboratively and in the spirit of partnership. There is a requirement to attend relevant partnership meetings and to network with existing BBO partners.

**Marketing**

Selnet hold a central Marketing budget which is used to support engagement and marketing activities for BBO. If your delivery offer requires some marketing activity, then this can be explored with Selnet as we may be able to support some or all of the costs of this.

**Guidance and Training**

Support will be offered to the successful tenderer on the subject of financial claims submissions, completing participant documentation and using our client management system (Views). As with all ESF funded projects the level of administrative work involved in the BBO projects is high and it is recommended that a suitable level of admin support is built into the staffing plans within your proposal.

**Funding and Payment**

Payment will be made in the form of a grant. Selnet sought VAT advice at the BBO projects’ bidding stage and was advised that the grant is not within the scope of VAT. That said, it is strongly recommended that the successful bidder obtain their own advice on VAT. As an ESF funded grant programme, grant recipients are not permitted to generate profit, and activities are delivered on a cost recovery basis only.

Grant payments will be made in advance on either a monthly or quarterly basis according to an agreed profile. A project expenditure claim must be submitted on a monthly or quarterly basis as agreed and any underspend or ineligible spend must be returned to the lead partner. It is the individual partner’s responsibility to ensure that all expenditure is made in line with National Lottery Community Fund and European Social Fund requirements. Guidance will be provided within the collaboration agreement, through a partner handbook, and via a dedicated BBO partner website. Where staff who are wholly employed on BBO, full salaries will be paid. For staff working only some of their time on BBO, they will charge a percentage of their salary to the project.

**Management information and Security**

Successful partners will be required to use the management information systems and processes provided by Selnet for all participants’ records and for financial claims. You will be required to comply with data security requirements as outlined in the Collaboration Agreement in line with the General Data Protection Regulations.

**Quality, Compliance and Evaluation**

Successful partners will be expected to fully take part in quality and compliance activities facilitated by Selnet and external evaluators and auditors. Partners will be expected to regularly self-assess delivery quality, and to make files and documentation available for regular audits and spot checks by Selnet and the funders.

**Legislation / Health and Safety**

It is expected that it is your policy, as an employer, to comply with your statutory obligations under the key legislative equality acts including but not limited to those listed below:

* Equality Act 2010
* Human Rights Act 1998
* Any other Acts or Legislation that is either in force or comes into force during the contract period for the purposes of this Contract

and accordingly, your organisation’s policies and procedures should not treat one group of people less favourably than others because of their colour, race, nationality, ethnic origin, disability or gender in relation to decisions to recruit, train or promote employees.

**Selnet Ltd reserves the right at any time to vary, add to, delete, withdraw from, suspend or terminate the Procurement Procedure, any part of the Procurement Procedure by notice in writing to the tenderers.**

# INSTRUCTIONS FOR TENDER SUBMISSION

**Your Tender must be submitted electronically via The Chest – an Electronic Tendering System. Tenders will not be accepted by any other means.**

The Tender Return Document (**attached at Appendix 4**) must be completed and uploaded by you as part of your submission.

|  |
| --- |
| Information to be provided |
| 1. Selection Questionnaire: **Important -** please note that you are required to complete a number of elements of the Selection Questionnaire directly on The Chest supplier portal. You must also complete the questions included in the Tender Return Document.
 |
| 1. References – within Tender Return Document
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| 1. Method Statement Responses – within Tender Return Document
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| 1. Pricing Information – within Tender Return Document
 |
| 1. **Signed Declaration / Form of Tender –** within Tender Return Document
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| 1. **Certificate of Non-Collusion and Non-Canvassing –** within Tender Return Document
 |
| 1. **Confidential and Commercially Sensitive Information –** within Tender Return Document
 |

Your Tender must be received no later than the indicated deadline. **It is important that you allow sufficient time to upload your response to The Chest as any responses received after the closing date and time will register as a late Tender and will be disqualified.**

If you encounter any technical problems associated with this opportunity, please log issues via ProcontractSuppliers@proactis.com or go directly to <http://proactis.kayako.com/default>. For critical and time-sensitive issues (normally requiring resolution within 60 minutes) then please call 0330 005 0352. Supplier help guides are also available on “The Chest” from [www.the-chest.org.uk](http://www.the-chest.org.uk).

**Clarification**

Should you require clarification in respect of anything contained within this Invitation to Tender please submit your question via the Messaging section on The Chest only. Clarifications must be received by 10/08/2021. Clarifications received after this date may not be responded to. Correspondence sent elsewhere will not be processed. Selnet reserves the right to circulate your query and the response to other Tenderers.

**EVALUATION CRITERIA / PROCESS**

Tenders will be evaluated by a panel comprised of at least 2 representatives from key project stakeholders.

Tender submissions will be assessed on the basis of **90% Quality / 10% Price.** The Quality and Price scores will be added together to give you an overall score.

**NB: The maximum grant value is provided within the Brief. Submissions exceeding the maximum grant level will be deemed to have failed and will not be scored.**

**How we will evaluate Quality**

To help us judge your capability to meet our requirements you must respond to a number of Method Statement questions (set out in Tender Return Document). Each of your responses will be evaluated using scores that reflect the extent to which the responses have addressed the published criteria. These scores will then have the published weightings applied and will be added together to give an overall Quality Score.

|  |  |  |
| --- | --- | --- |
| **Question** | **Scoring Guide** | **Max Score** |
| 1. Current Delivery
 | 0 – no projects described1 – limited info given and/or not relevant to beneficiaries 3 – some relevant examples provided and understands funded projects5 – fully relevant examples provided and understands funded projects  | 5 |
| 1. Experience
 | 0 – no relevant experience given1 – limited information given and barely meets assessment requirements 3 – some information given and satisfies assessment requirements 5 – detailed information given and strong response to assessment areas  | 5 |
| 1. Partnerships
 | 0 – no examples in last 2 years1 – limited information given and barely meets assessment requirements 3 – some information given and satisfies assessment requirements 5 – detailed information given and strong response to assessment areas | 5 |
| 1. Your delivery offer
 | 0 – delivery offer not at all relevant to specifications requirements1 – limited information given and barely meets assessment requirements 3 – some information given and satisfies assessment requirements 5 – detailed information given and strong response to assessment areas | 5 |
| 1. Staffing
 | 0 – no staffing plan provided1 – limited information given and barely meets assessment requirements 3 – some information given and satisfies assessment requirements 5 – detailed information given and strong response to assessment areas | 5 |
| 1. Delivery capacity
 | 0 – delivery does not meet the stated minimum number of participants in each area chosen 1 – delivery meets the stated minimums for each area chosen3 – delivery exceeds the stated minimums 5 – delivery exceeds the stated minimums and provides a solid rationale for retaining quality of provision | 5 |
| 1. GDPR
 | 0 – no staffing plan provided1 – limited information given and barely meets assessment requirements 3 – some information given and satisfies assessment requirements 5 – detailed information given and strong response to assessment areas | 5 |

**How we will evaluate Price**

Please complete the Pricing Schedule (included in Tender Return Document). The lowest price submitted (which is assessed as being realistic) will receive the full allocation of marks available. The percentage difference between your submitted price and the lowest submitted price is calculated as follows:

$$\% of the available allocation received=1-\left(\frac{Your submitted price-lowest submitted price}{Your submitted price}\right)X 100$$

Should the requirements or budget alter these will be subject to change and may increase or decrease accordingly. It is expected that the successful tenderer is adequately resourced to accommodate such changes and will provide a total supply / service for the required period, whether greater or smaller at the tendered rates.

Please also note that Selnet Ltd will not be liable for any costs / prices not identified in your submission. No responsibility will be borne by Selnet Ltd for errors in the Tenderers pricing submission.

Selnet Ltd reserves the right to clarify aspects of the Tenderer’s financial model and pricing (should they wish to do so).

Tenderers should be clear that should their offer be accepted, the submitted method statements and pricing will be integral to the contract and will be enforceable under the terms of the partnership agreement.

**Due Diligence**

The Preferred Tenderer may be subject to a reality check i.e. this may involve (but not limited to): financial viability/risk checks (D&B), a site visit, checking references, checking capability and track record and, where appropriate, speaking to organisations who will be involved in supporting the Partner.

**Financial**

A Company Watch Credit Rating Report will be obtained for the successful tenderer. As part of further due diligence, should the Credit Report identify that a tenderer has anything below a ‘normal’ banded credit rating and that tenderer obtains Preferred Tenderer status then a second credit report will be run through Equifax. Should this Equifax credit report determine that the Preferred Tenderer has a score check grade of D+ to F- then additional financial information (as indicated in the Tenderer’s Questionnaire response) will be requested from the tenderer and further analysis will be undertaken. This analysis will form an assessment of the solvency and financial strength of the tenderer to provide the services taking into account:

* The credit rating scores
* Key financial ratios
* Liquidity, turnover and profitability

Selnet Ltd reserves the right not to enter into a contract with the Preferred Tenderer, should any of the financial assessments demonstrate an unsatisfactory financial standing.

**References**

You are required to provide details of two referees by completing the tables in the Tender Return Document. Should we decide to obtain references the referees will be asked a series of questions around but not limited to the following:

* + What type of service you provided
	+ Period
	+ Value
	+ Reliability
	+ Flexibility
	+ Communication
	+ Compliance
	+ Quality of Monitoring

Selnet Ltd reserves the right not to enter into an agreement with the Preferred Tenderer should any of the references prove unsatisfactory.

**Data Privacy**

Selnet Ltd is the Data Controller for the personal information you have provided in this tender. Selnet’s Data Protection contact is Liz Tapner: liz@selnet-uk.com. Any personal information included in your bid submission will only be used to clarify and evaluate your bid as part of the procurement process. If your bid is successful, we will also use the information to form a collaboration agreement which will be signed and shared with all Age of Opportunity partners, and held at Selnet, with a copy being held by the project funders.

We may ask one or two trusted external representatives to join the evaluation panel and we would be required to share your personal information with them for the evaluation process.

We will share your personal information with others if we are required to do so by law and as set out in the terms and conditions of the collaboration agreement.

For further information about how Selnet Ltd uses your personal information please see our website: **http://selnet-uk.com/wp-content/uploads/2018/05/SELP-024-Privacy-Policy.pdf**

**Additional Information**

Selnet Ltd reserves the right to issue supplementary documentation and information at any time during the tender process to clarify any issue. All such further information issued during the tender process shall be deemed to form part of this process and, where applicable, shall supersede any information provided to the extent indicated in the supplementary documentation.

Selnet Ltd may at its absolute discretion reject any Tender submission which does not provide **all** the information required and requested by Selnet Ltd in the form requested. If a bidder fails to complete all of the requested pricing information in the format specified such that it is not possible to evaluate the submitted price, then the bid will be deemed to be non-compliant and will not be evaluated.

Selnet Ltd does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of any tender. Each party shall be responsible for its own costs in submitting this tender.

If at award stage the Preferred Tenderer chooses not to accept the offer to enter into an agreement, Selnet Ltd reserves the right to award to the next highest scoring tenderer and so on.

If your Tender is successful, you will be expected to provide the services in accordance with Selnet Ltd's terms and conditions and specific requirements detailed in this Invitation to Tender.

Neither party will disclose to any third party, except where there is a reasonable requirement to make such a disclosure for legal purposes, any information acquired during the tender process nor whilst performing the work / service during the contract period, without the other parties written consent.