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**Invitation to Tender**

**YOUTH SERVICES   
­­­DN539422**

**To be completed and returned no later than 14 June 2021 at 14.00 via the Proactis Portal.**

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**PART 1**

**GENERAL INTRODUCTION**

**1. Purpose of this Invitation to Tender (ITT)**

This ITT has been prepared by Eastleigh Borough Council (the “Authority”) for the purposes of inviting proposals from Suppliers for the provision of Services described in the Specification attached as Appendix 1. This ITT:

* Sets out the overall timetable and process for the procurement.
* Provides tenderers with information to enable them to submit a compliant Quotation (including providing templates where relevant).
* Sets out the Evaluation Model that will be used to evaluate Quotations.
* Explains the administrative arrangements for the submission and receipt of Quotations.

**1a. Contract Term**

The anticipated service commencement date is **1 September 2021** for an ‘initial phase’ of service delivery through to 31 March 2022, followed by a co-produced service delivery model to run for 4 years from 1 April 2022 until 31March 2026.

**PART 2**

**INSTRUCTIONS FOR TENDERING**

**Quotations must be submitted in accordance with the following instructions. Quotation’s not complying with these instructions may be rejected by Eastleigh Borough Council (“the Authority”) whose decision in the matter shall be final.**

* 1. **Guidance & Instructions**

2.1.1 Quotations must be submitted in accordance with the following instructions. Quotations not complying with these instructions may be rejected by Eastleigh Borough Council (“the Authority”) whose decision in the matter shall be final.

2.1.2 All information supplied by the Authority in connection with the Invitation to Tender shall be treated as confidential and tenderers shall not, without the prior written consent of the Authority, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where such information is reasonably disclosed for the purposes of obtaining sureties, guarantees or comments from insurers/legal advisers and other information required to be submitted with the tender/quotation).

2.1.3 Tenderers should not disclose the fact that they have been invited to submit a quotation or release details of the Invitation to Tender other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing their quotation submissions.

2.1.4 Tenderers shall not at any time release any information concerning the Invitation to Tender and/or their quotation submission and/or any related documents and/or any clarification and/or discussion with the Authority in this connection for publication in the press or on radio, television, internet including websites and/or social media or any other medium.

2.1.5 Each tenderer warrants to the Authority that no document that it prepares as part of its quotation shall infringe any Intellectual Property Rights. Each tenderer shall retain Intellectual Property Rights in all documents that it prepares as part of its quotation and the Authority shall not copy or use any such documents other than for the purpose of evaluation of quotations.

2.1.6 The Authority reserves the right to retain all documents submitted by each tenderer as part of its quotation documentation.

2.1.7 Each tenderer undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions within the Instructions for Tendering.

2.1.8 The Authority shall treat all tenderers' responses as confidential during the procurement process. Tenderers may designate any information in their quotation as confidential or commercially sensitive where they consider this appropriate, but this may not prevent the Authority from having to make a disclosure of such designated information in accordance with the principles of the Freedom of Information Act (FOIA). Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.

2.1.9 Tenderers shall ensure that each Consortium Party, if any, who receives any of the Information, is made aware of, and complies with the provisions of this section as if it were a tenderer.

### 2.1.10 Any tenderer who, in the Authority's opinion, breaches any of the requirements of the Instructions for Tendering may, at the Authority's sole discretion, be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a tenderer may attract).

### 2.1.11 The Authority may disclose detailed information relating to quotations to the Authority's Members, directors, officers, employees, agents, advisers, auditors and the Authority may make the key contract documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers. The Authority also reserves the right to disseminate information relating to the quotation that is materially relevant to the Contract and/or the quotation process to all tenderers, even if the information has only been requested by one tenderer, subject to the duty to protect any tenderer's commercial interests relating to its quotation. The Authority will make all reasonable endeavours to protect commercially sensitive information submitted by the tenderer.

2.1.12 The Information in this and any other documents or information to which it refers has been prepared by the Authority in good faith. However, it does not purport to be comprehensive or to have been independently verified and the Authority does not accept any responsibility for the Information or in any other document for its accuracy or completeness and shall not be liable for any loss or damage arising as a result of such Information or any subsequent communication. Tenderers are expected to carry out their own due diligence checks for verification purposes.

2.1.13 The tenderer shall not communicate with any employee of the Authority (other than via the Clarifications process) with a view to providing or requesting information on any part of their quotation submission.

* + 1. When completing the quotation, tenderers should only provide information which relates to the organisation/party (entity) which, if successful, would contract with the Authority. The tenderer is a company, the quotation must be signed by a duly authorised representative of that company. Where the tenderer is a consortium, the quotation 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/she should sign and give his/her name in full together with the name under which he/she is trading.
    2. No UNAUTHORISED alteration or addition should be made to the quotation document.
    3. Quotations must not be qualified but must be submitted STRICTLY in accordance with the requirements set out in the Invitation to Tender documents. Only quotations submitted without qualification strictly in accordance with the quotation documents will be accepted for consideration.
    4. All quotation submissions will be checked to ensure they are compliant in line with the quotation documents. Those quotations that are deemed to be non-compliant will be rejected.
    5. Written submissions shall be contained within the maximum word count where stated using Arial 12-point font. Submissions should be clearly identified with the tenderers name at the top of each document. Any content that exceeds the word count stated will not be assessed.
    6. Tenderers should not include in their quotation submission any extraneous information which has not been specifically requested, for example, standard terms of trading, sales literature, pictures, graphs, tables, illustrations of supporting documents/appendices. Any such information submitted will not be assessed.
    7. Quotations should remain valid for acceptance for a period of 120 days following the final date for submission of the quotation.
    8. The full cost of responding to this quotation process, including but not limited to any costs and/or expenses involved in the preparation of the quotation response and for any subsequent presentations and/or demonstrations and/or negotiations, will be borne by the tenderer. The Authority shall have no liabilities in this regard. Tenderers’ participation in the procurement process will be entirely at their own risk. The Authority shall bear no liability whatsoever for the outcome of this quotation process, whether withdrawn or altered or recommenced, including but not limited to any loss of bidding costs, profit or economic loss incurred by tenderers or any other person arising out of or in connection with this quotation process.
    9. Tenderers are advised to read carefully all of the documentation contained in the Invitation to Tender to ensure they are fully aware of the nature and extent of the obligations to be accepted by them if their quotation is successful. No later claim for ambiguities, inconsistencies or discrepancies or any alleged lack of knowledge of the conditions, specifications and documentation will be considered by the Authority. Tenderers should satisfy themselves that they have all necessary information as to the risks, contingencies and any other circumstances affecting or influencing the quotation submission. The Authority takes no responsibility for identifying any ambiguities, inconsistencies or discrepancies whether between the Invitation to Tender documents or in any of the quotations submitted. Tenderers must therefore ensure that the content of any quotation is complete and accurate.
    10. The quotation submission and any supporting documentation (where requested) should be page numbered and cross referenced to the Invitation to Tender documents where appropriate and should be fully indexed. The name of the tenderer must be clearly indicated at the top of each page of the response. The response must be clear, concise and complete. Responses will be evaluated on the basis of information submitted by the deadline for receipt of submissions.
    11. Potential tenderers should respond to the Invitation to Tender on the basis that the Authority has no prior knowledge of their organisation.

### 2.1.26 This process shall determine the most economically advantageous tender by the Authority. However, the Authority does not bind itself to accept the lowest or any quotation and reserves the right to accept the whole or any part of any quotation, unless the tenderer stipulates otherwise. Nothing in this quotation document shall oblige the Authority to enter into a Contract and the Authority shall be entitled (at its sole discretion) to alter or terminate this quotation process at any stage.

2.1.27 Every effort will be made to reach a decision on award of the Contract as soon as possible after submission of quotations.

2.1.28 Tenderers are reminded that it is their responsibility to check all correspondence/clarifications, issued by the Authority, to ensure they have received all of the information required to provide a compliant quotation. During the quotation process, tenderers will be notified electronically via Proactis if there is any new project correspondence or clarifications

* 1. **Clarification Deadline**

2.2.1 Tenderers may raise clarification queries during the quotation period and these should be submitted via Proactis e-tendering system to be received no later than **17.00 hrs on 7 June 2021.** All questions and answers shall, where appropriate, be distributed to all tenderers via the Proactis e-tendering system and shall be anonymous. If the Authority receives a request for clarification or other query from a tenderer, the Authority reserves the right:

(a) where the query relates to an item on which, in the judgement of the Authority, it is important that all tenderers are clear, the answer to the query shall be made available to all tenderers and/or

(b) where the query requires, in the judgement of the Authority, a change or addition to any of the documents comprising the Invitation to Tender to change or add to the relevant section of the quotation documentation.

If a tenderer wishes the Authority 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 Authority, the clarification is not confidential, the Authority 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.

* 1. **Quotation Submission Deadline**

2.3.1 Quotations should be submitted via the Proactis e-tendering portal no later than **14:00 hrs on 14 June 2021**

2.3.2 Paper copies of quotations **or late quotations** will not be considered. Where information or documentation is, or appears to be, incomplete or erroneous, or where specific documents are missing, the Authority may request the supplier to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

2.3.3. Quotation documents must be written in English and uploaded in Word/Excel or PDF format only and must be correctly labelled. Larger attachments should therefore be submitted as Zip files.

2.3.4 Tenderers may withdraw their quotation at any time prior to the Deadline or any other time prior to accepting the offer of a Contract.

* 1. **Indicative Timetable**

2.4.1 The Authority is working to the following procurement timetable, although reserves the right to amend the timetable if required:

|  |  |
| --- | --- |
| Issue Invitation to Tender | 12 May 2021 |
| Clarification Queries Deadline | 7 June 2021 17.00 hrs |
| Quotation Return Deadline | 14 June 2021 14.00 hrs |
| Tender Evaluations | 15 June – 25 June 2021 |
| Interviews for bidders who score within 25% of the highest bid | 15 June – 25 June 2021 |
| Evaluation Complete | 25 June 2021 |
| 10 Day Standstill Period | 26 June – 6 July 2021 |
| Contract Award | 7 July 2021 |
| Contract Commencement Date | 1 September 2021 |

**3 Evaluation**

3.1 Tender returns will be evaluated on the basis of the "most economically advantageous tender" and Eastleigh Borough Council will identify this using the selection criteria of 75% Technical/ 25% Price.

3.2 Qualification Envelope: Standard Selection Questionnaire (SQ)

Qualification Envelope questions are included in Part 5 of this document. The suitability and capability of suppliers to carry out these works will be determined by Eastleigh Borough Council based upon the responses received in the Qualification Envelope. This section is scored entirely on a "pass or fail" basis.

3.3 Technical Envelope

Technical Envelope questions are included in Part 6 of this document. Suppliers must respond to all of these questions in sufficient detail in order to meet the minimum scoring requirement:

The responses to each of the technical questions will be evaluated by officers from Eastleigh Borough Council and scored from 0 to 5 using the Scoring Scale noted below. Each response must receive a minimum of 2 marks for the suppliers' quotation to be considered for acceptance.

**Scoring Scale**

|  |  |
| --- | --- |
| **Score** | **Description** |
| **0** | A response which is significantly deficient and fails to address the question as set out, in any way. **Fail.** |
| **1** | A response that fails to meet the majority of the requirements expected in respect of the question set and is generally weak and inadequate. |
| **2** | A response that fails to meet some of the requirements and the responses given are limited. |
| **3** | A response that meets most of the expectation set in the question but has a few shortcomings. |
| **4** | A response that generally meets the expectations set in the question and demonstrates depth and detail. |
| **5** | A response that fully meets the requirement of the question set in every detail and is outstanding in its detailed explanation. |

**Pricing**

3.4 All prices must be fixed for the period of the works and be inclusive of all disbursements and expenses associated with the works, but exclusive of VAT.

3.5 Where requested, suppliers must provide a breakdown of their prices with appropriate descriptions.

3.6  The attached Fee Bid Breakdown must be completed and submitted with the quotation for ease of reference.

3.7 The prices received from suppliers will be evaluated on a standard deviation approach, relative to the lowest price. This means that the lowest priced tender will receive 100% with all other higher bids scored relative to the lowest price.

For example, where three tenders are received, if the lowest overall tender is £10,000, that tender will be awarded 100%. The second lowest bid received of £15,000 will therefore be awarded with 66.67% and the highest bid received at £17,500 will be awarded with 57.14%.  These figures are then converted to a percentage score out of 25%.

The percentage out of 25% will then be added to the percentage quality score.

**The Basis of Quotations**

3.6 The quoted prices shall exclude VAT

3.7 Organisations are required to submit a proposal for the price set out in the Pricing Breakdown document in Part 7

3.8 The price quoted must not exceed £127,000 per annum. This is broken down by Local Area as follows:

* Bishopstoke, Fair Oak & Horton Heath – £50,000
* Eastleigh (Local Area) – £57,000
* Chandlers Ford & Hiltingbury - £20,000
* In addition, both Eastleigh and Bishopstoke, Fair Oak & Horton Heath have premises from which services can be delivered. This would potentially be a free resource to the provider. Precise details of the management arrangements would form part of the co-production and design of the overall service.

**PART 3**

**APPENDIX 1 – SERVICE SPECIFICATION/SCHEDULE OF SERVICES**

1. **Introduction**
2. Eastleigh Borough Council is looking to commission a delivery partner to work with them in **the** design and co-production of a range of youth services across the Borough. Once commissioned, activity to enable an ‘initial phase’ of delivery from 1st September 2021 will begin immediately and the provider will therefore need to be able to support this requirement.
   1. The ‘initial phase’ of delivery will run from 1st September 2021 until 31st March 2022 at the latest. This will allow some early agreed aspects of service delivery to commence immediately, whilst the co-production and development of the new service is taking place. As the ‘initial phase’ of service delivery will not be the final designed and agreed service, it is likely to operate at a reduced level and funded pro-rata to reflect this. However, a fully agreed programme of service delivery will need to be in operation from 1st April 2022.
   2. Whilst exact details of the new service design will be the product of discussion, it will need to be outcome driven and remain flexible and responsive to emerging need. The provider will be expected to work with Parish Council and Borough Council officers and members, to shape service provision and to report to them as required.
   3. The latest forecast figures of children in young people aged 10 -17 in the three identified areas for service delivery (see 4. Location of Service) are set out below:

* Bishopstoke, Fair Oak & Horton Heath - 2068
* Eastleigh (Local Area) - 3124
* Chandlers Ford & Hiltingbury - 1977
  1. Eastleigh Borough follows the profile of Hampshire County Council area as a whole with regard to social deprivation, being slightly less deprived overall than the national average. However, Eastleigh town itself is significantly more deprived than the rest of the Borough.

1. **Outcomes**
   1. To provide and deliver an outcome focused service to enhance the life chances of young people who are engaged. This will need to be supported by ‘Distance Travelled’ tools, or similar approaches, to capture and evidence this.
   2. To provide a variety of well planned, engaging and accessible opportunities for young people from all backgrounds but in particular those that are disengaged from mainstream services.
   3. To increase the engagement of young people in positive and diversionary activity and to reduce involvement in anti-social behaviour and other high-risk activity.
   4. To help improve communication skills and the ability of young people to develop positive relationship, build confidence, increase self-esteem and to generally aid their personal development.
   5. To deliver specific interventions that seek to support issues of mental health and wellbeing, physical health, sexual health, substance misuse and abuse, and which help young people improve personal skills and make better life choices.
2. **Scope of service**
   1. Service design will be the product of a co-production process with the service provider required to meet regularly with Council officers and officials to develop and agree the approaches to service delivery. This process will be ongoing through the lifetime of the contract.
   2. The Service will offer a variety of programmes designed to both support and challenge those it engages with.
   3. It is anticipated that service delivery will take the form of centre-based youth sessions, detached programmes and other outdoor activities, as well as work with schools and other partner agencies.
   4. It also expected that the work will include more targeted interventions, one to one support, drop-in advice sessions, but again the exact shape of these service delivery dimensions will be subject to discussion.
3. **Location of Service**
   1. The Borough of Eastleigh is divided into five Local Areas and each area has its own Local Area Committee (LAC):

* Bishopstoke, Fair Oak & Horton Heath
* Eastleigh
* Chandlers Ford & Hiltingbury
* Bursledon, Hamble-le-Rice & Hound
* Hedge End West end & Botley

Initial service delivery will be in three Local Areas:

* Bishopstoke, Fair Oak and Horton Heath;
* Eastleigh; and
* Chandlers Ford and Hiltingbury

It is anticipated that additional elements of service delivery will be added during the lifetime of the contract and the provider will therefore need to demonstrate an ability to respond to any such requests. If these are required additional funding will be made available.

* 1. Eastleigh Borough Council also has two properties in the area which can be an additional resource to the provider, the Y Zone Centre, Blackberry Drive and The Energy Youth Centre in Leigh Road, although services need not be constrained by their use. Exactly how the buildings are used will be part of the co-production and design process. However, wherever services are delivered from, they will need to be accessible to the wide range of different ability and disability needs of local service users.

1. **Service to be Provided**
   1. As already stated, the exact nature of service delivery will be the product of future discussion and mutually agreed approaches. However, activities will need to happen in the evenings, at weekends and at times that maximise the engagement possibilities for service users. They will also need to happen during school holidays.
   2. For some interventions, attention will need to be given to session themes, topics of discussion and a programme of events that is designed to best support the needs of those who are engaged. The service may also offer advice and guidance around education and training pathways that can help improve the life chances of service users.
   3. All delivery sessions will need to be given appropriate planning and preparation time, and session evaluation with debriefing outcomes noted.
   4. The provider will need to demonstrate effective partnership working by collaborating with other service providers to generate a stronger local offer of activity and opportunities. Particular attention will need to be given to partnership working with schools and other education establishments with joint working encouraged. Where appropriate this could include referral-based interventions. Some Local Areas in the Borough have, or are seeking, to establish more formal Youth Partnerships, for example in Eastleigh. Active participation in these fora will be expected. This also applies to other relevant partnerships such as the Eastleigh Community Safety Partnership and the Eastleigh Health and Wellbeing Partnership.
   5. The Provider will be expected to maintain individual attendance and personal achievement information along with other relevant personal details, in keeping with all current data protection requirements. Where interventions are more dynamic and ‘detached’ then effective systems to record activity will be adopted.
   6. Multi-agency working processes and information sharing protocols need to be appropriate and work in the best interest of service users. Where necessary, parental consent maybe also be required and evidenced.
   7. Feedback by service users, also needs to be captured and fed into a forward process of continuous improvement. It is expected this will take various forms, for example: through comments, surveys, focus groups and complaints procedures.
   8. The work will need to provide opportunities of engagement through, virtual, on-line and social media platforms. These will be age appropriate and will be required to have robust protocols in place to ensure service user protection and safety.
2. **Service Eligibility Criteria** 
   1. Service delivery will be focussed toward young people aged 10 – 17 from across the Eastleigh Borough Council area with the priority been given to the 13 – 16 year old age group.
   2. Most of the provision will be open access but can be defined by age and gender where appropriate, and will be self-selecting depending on the location of the delivery setting.
   3. Some provision may be by a referral process or targeted in some way, either on an individual basis or as a ‘detached’ work programme in a specific neighbourhood.
3. **Safety, Safeguarding and Professional Standards**
   1. The Service provider will ensure the safety of its staff, volunteers and service users, through appropriate management of health and safety, safeguarding and other policies and protocols.
   2. The Service Provider shall carry out risk assessments related to all activities which shall include an assessment of any risk to staff, service users and the wider public. The Service Provider is to take all reasonable steps to minimise risks in line with current legislation and regulations. Where a risk is identified, a plan to ensure safety shall be developed and recorded and may need to be presented to Council officers for approval prior to specific activity commencement.
   3. All staff and volunteers involved in delivering the service are required to have an up to date, enhanced DBS clearance in place, confirming their suitability to work with children and young people. They are also required to have undertaken Safeguarding Children Training in line with the latest Safeguarding Children’s Board guidance and ensure their Safeguarding practice reflects the latest policy updates and changes.
   4. The Service Provider will ensure that Its Safeguarding Policy is compliant with the requirements of the Local Safeguarding Children’s Board and meets all other statutory guidance.
   5. The Service Provider will demonstrate compliance with professional standards including relevant ethical frameworks and policies on Equality and Diversity.
   6. Staff will need to be trained and qualified to deliver services to young people including youth support worker level 2 or 3 certificates or above in youth work practice and/or other relevant qualifications. Additional training and qualifications to support the delivery of specific activities will also be required. Continual Professional Development for all staff and volunteers delivering the service will need to be evidenced, including access to relevant training offers delivered by the Borough and County Council.
   7. The Service Provider will also be required to maintain a suite of policies and protocols to support every aspect of service delivery which will need to be accessible to Council Officers and provided on request and amended and developed if needed.
4. **Monitoring**
   1. The Service Provider will meet with Council representatives on at least a quarterly basis to review progress and monitor the provision. This will also help support the co-production process and the ability to adapt and develop provision to respond to emerging need.

* 1. As part of the monitoring process the Service Provider is also expected to support monitoring visits by Council representatives, at the different service locations, so they can observe activity.
  2. The Service Provider will also be required to support broader Council consultation exercises where this is appropriate.

1. **Management Information and Performance Indicators**
   1. Precise management information requirements will be the subject of the co-production process. However, these will be required at least quarterly and likely to include the following details:

* Number of specific sessions delivered
* Number of young people engaged each delivery session
* The number of different young people engaged
* The number of new young people engaged
* Various analyses by age, gender and geography
* Identification of themed activities and issue-based activities delivered
* Improved outcomes and ‘distance travelled’ achievements by young people
* Accreditation and award-based achievements of service users
* Specific case studies and anecdotal evidence of service impact

**PART 3 CONTINUED**

**APPENDIX 2 – TERMS AND CONDITIONS**

**Please refer to Appendix 2a within the tender documents**

**PART 3 CONTINUED**

**APPENDIX 3 – TRANSFER OF UNDERTAKINGS (TUPE)**

**The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006**

2.19.1 Tenderers will be aware of the issues surrounding the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) to the competitive tendering process. The Authority’s preliminary view is that TUPE mayapply to this contract. **In order to access the relevant TUPE information from the current provider, prospective tenderers must complete the TUPE Confidentiality Undertaking Form, within the tender documentation, and return via the portal.**

2.19.2 However, prospective tenderers must take their own advice on this matter and tender accordingly and must not rely on the Authority’s view being correct in law. Eastleigh Borough Council expects successful bidders to investigate whether TUPE applies in all cases to establish whether there should be an automatic transfer of staff.

2.19.3 The Authority accepts no liability whatsoever for any loss or damages suffered by any tenderer who submits a successful tender pursuant to this invitation should it subsequently be held that such tender and the award of the Contract to the tenderer does not constitute a transfer within the meaning of TUPE. The Authority will not indemnify the contractor against any such loss.

2.19.4 The current employer has agreed to make available to tenderers certain information regarding the terms and conditions of its existing workforce subject to the tenderers completing the Confidentiality Undertaking. Tenderers are required to sign the TUPE Confidentiality Undertaking, incorporated within the Invitation Letter. The document should be submitted via In-Tend, with an electronic signature (or can be signed by hand and scanned into a PDF format).

2.19.5 Tenderers who complete the TUPE Confidentiality Undertaking on the required form will be supplied with information required such as:-

* The number of staff who would potentially be transferred, but with no obligation to specify their names
* In respect of those staff, their grade, job title, place of work, age, sex, salary, length of service, hours of work, overtime hours and rates and any other factors affecting redundancy entitlement and any other outstanding claims arising from employment
* General terms and conditions applicable to those members of staff including probation periods, retirement age, period of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and paternity leave and other special leave, mobility terms, any loan or leasing schemes and relevant collective agreements, facility time arrangements and additional employment benefits.

2.19.7 The Authority does not warrant the accuracy or completeness of this information and does not accept any liability arising from any inaccuracy in, or omission from the information.

2.19.8 Tenderers are required to confirm whether their tender is submitted on the basis that TUPE applies and, where this is so, how the effects of TUPE have been taken into account in the submission of their rates.

2.19.9 Where applicable, tenderers’ pricing models must include the costs associated with the TUPE transfer of employees. If the costs associated with a TUPE transfer (including pensions costs) are subsequently found to be lower than envisaged, the contractor who is awarded the contract shall make a corresponding reduction in the Contract price.

2.19.10 Where the Regulations are deemed to apply to the tender, the Authority will need to be satisfied that the tenderer is proposing to offer pension arrangements which are the same as, broadly comparable to or better than those available to transferred employees immediately prior to the transfer (the ‘Pension Protection’). This Pension Protection must satisfy the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

**PART 4**

**SUPPLIER DETAILS**

**GENERAL INFORMATION**

The purpose of these questions is to collect background information and contact details to establish the entity with which the Authority may contract. All questions within this section must be completed. As the information requested in this section is for information only, it is not scored.

## Company Details:

|  |  |
| --- | --- |
| Name of Organisation: |  |
| Address: |  |
| Town/City: |  |
| Post Code: |  |
| Country: |  |
| Website: |  |
| Registration No:  Date of Registration: |  |

## Details for the main contact for this Quotation:

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Telephone Number: |  |
| Email: |  |

**Organisation Type/Classification:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Please tick box |  | Please tick box |
| Limited Company |  | Sole Trader |  |
| Public Limited Company |  | Other Partnership |  |
| Limited Liability Partnership |  | Other (please state) |  |
| Voluntary, Community and Social Enterprise (VCSE) |  | Small or Medium Enterprise (SME) |  |
| Public Service Mutual |  | Sheltered Workshop |  |

**PART 5**

**PASS/ FAIL QUESTIONS**

**Professional & Business Standing**

Please provide confirmation as to whether any of the circumstances as set out below apply. This relates to the professional and business standing of your organisation and represents the minimum standards required by the Authority. If you answered “Yes” to any of these questions, this will result in a **Fail.**

|  |  |  |
| --- | --- | --- |
| **PROFESSIONAL AND BUSINESS STANDING** | | |
| **Mandatory Exclusions** | | |
| Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)? | | |
| 1.1 | A conviction (or convictions) for a criminal offence related to business or professional conduct or bribery, corruption, fraud, theft, conspiracy to defraud, conspiracy relating to participation in a criminal organisation, an offence in connection with proceeds of drug trafficking or money laundering | Yes / No |
| 1.2 | destroying, defacing or concealing of documents | Yes / No |
| 1.3 | any offence listed—  (i) in section 41 of the Counter Terrorism Act 2008; or  (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection | Yes / No |
| 1.4 | any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f) | Yes / No |
| 1.5 | an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004 | Yes / No |
| 1.6 | an offence under section 59A of the Sexual Offences Act 2003 | Yes / No |
| 1.7 | an offence under section 71 of the Coroners and Justice Act 2009 | Yes / No |
| 1.8 | an offence under section 2 or section 4 of the Modern Slavery Act 2015 | Yes / No |
| 1.9 | Failure to fulfil obligations related to payment of social security contributions | Yes / No |
| 2.0 | Failure to fulfil obligations related to the payment of taxes | Yes / No |

Please provide confirmation as to whether any of the circumstances as set out below apply. If you answered “Yes” to any of these questions, please provide the following information:

1. The date of occurrence
2. What has occurred or is occurring (including details of any legal action, fines or convictions and any further guidance (e.g. subsequent advice from the investigating body)
3. Actions which your organisation has taken to mitigate against the risk of re-occurrence.

The Authority will consider the information provided in order to assess whether or not your organisation should be excluded. Failure to provide this information will result in a Fail and your quotation response will not be evaluated further.

|  |  |  |
| --- | --- | --- |
| **PROFESSIONAL AND BUSINESS STANDING** | | |
| **Discretionary Exclusions – Part 1** | | |
| Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)? | | |
| 1.1 | Bankruptcy or is the subject of insolvency or winding-up proceedings, where your 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 | Yes / No |
| 1.2 | Legal or administrative finding of commission of an act of grave professional misconduct in the course of business | Yes / No |
| 1.3 | Guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria or withheld such information or is not able to submit supporting documents required | Yes / No |
| 1.4 | Unduly influenced the decision-making process of the contracting authority, or obtained confidential information that may confer upon the organisation undue advantages in the procurement procedure | Yes / No |
| 1.5 | Entered into agreements with other economic operators aimed at distorting competition | Yes / No |
| 1.6 | The prior involvement of an organisation in the preparation of the procurement procedure has resulted in a distortion of competition that cannot be remedied by other, less intrusive, measures | Yes / No |
| 1.7 | 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 | Yes / No |
| 1.8 | Negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes / No |
| 1.9 | Breach of section 15 of the Immigration, Asylum, and Nationality Act 2006 or a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006 | Yes / No |
| 2.0 | Breach of the National Minimum Wage Act 1998 | Yes / No |
| 2.1 | If you have answered 'Yes' to any of the Part 1 discretionary exclusions, you are required to provide evidence of ‘self-cleaning’ (see regulation 57 (13) to (17) of the regulations) against the relevant conviction. The answer should also name the organisation or member being referred to.  *If such explanation and evidence is considered by the Authority (whose decision will be final) as sufficient, the supplier will be allowed to continue in the procurement process.* | Yes / No |
| Supplier Response: | | |
| **Discretionary Exclusions – Part 2** | | |
| For your organisation (or any consortium member) have any of the organisation’s tax returns submitted anywhere in the world on or after 1 October 2012; | | |
| 1.1 | Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion | Yes / No |
| 1.2 | Been found to be incorrect as a result of:  (i) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or  (ii) A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or  (iii) the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established | Yes / No |
|  | If you have answered “Yes” to either of the questions above, please provide details of any mitigating factors that you consider relevant and that you wish the Authority to take into consideration. This could include, for example:   ● Corrective action undertaken by the supplier to date;  ● Planned corrective action to be taken;  ● Changes in personnel or ownership since the Occasion of Non-Compliance (OONC);  ● Changes in financial, accounting, audit or management procedures since the OONC.  *In order that the authority can consider any factors raised by the potential supplier, the following information should be provided:   • A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.  • Where the OONC relates to a DOTAS, the number of the relevant scheme.  • The date of the original “non-compliance” and the date of any judgement against the potential supplier, or date when the return was amended.  • The level of any penalty or criminal conviction applied.* |  |
| Supplier Response: | | |

**Economic and Financial Standing – Financial Information**

Please confirm your commitment to provide a suitable parent company guarantee or performance bond if/when it is deemed appropriate.

|  |
| --- |
| Yes/No |

**Economic and Financial Standing – Insurance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Insurance Requirements (1) | I/We confirm required limits are currently held (2) | If NO, please state current limits held (3) | Certificates/ Documents confirming current insurances are enclosed (4) | I/We are willing to increase if required limits are not held (5) |
| Employers Liability £5m per occurrence or series of occurrences arising out of the same event | YES/NO | £ | YES/NO | YES/NO |
| Public Liability £5m per occurrence or series of occurrences arising out of the same event | YES/NO | £ | YES/NO | YES/NO |
| Products Liability £2m per occurrence or series of occurrences arising out of the same event | YES/NO | £ | YES/NO | YES/NO |

Please note that Eastleigh Borough Council may seek copies of insurance certificates, both upon appointment and during the life of the contract, as confirmation of your response.

**Financial Risk**

As part of the evaluation of quotations received, and in accordance with its responsibilities to safeguard the expenditure of public money, it is Eastleigh Borough Council’s policy to consider the economic and financial standing of the suppliers concerned.

For all suppliers that submit tenders, a financial risk analysis will be carried out using Creditsafe. The evaluation methodology will include a verification of company identity, credit limits, contract limits, accounts, turnover, risk rating, borrowing limits, contract sums and whether there are any payment disputes. The financial assessment will be carried out by an Eastleigh Borough Council CIPFA Qualified Accountant and will be assessed on a pass/fail basis.

**PART 6**

**Technical Questions**

Suppliers must respond to each of these questions in sufficient detail in order to meet the minimum scoring requirement. Please note the word counts for questions as exceeding these will invalidate your tender response.

|  |  |  |
| --- | --- | --- |
|  | **Question** | **Total**  **Weighting and Word Count** |
| **Question 1.** | Describe the experience and tack record your organisation has in delivering effective services to young people. In particular please demonstrate the following:   * The history your organisation has of providing relevant and engaging services to local young people, in a diversity of settings * The services you deliver are of a high standard and are quality assured | 10 |
| **Answer**  **1.** |  | 400 words (not including tables / charts / diagrams) |
| **Question 2.** | Explain how the service interventions and service design you are intending, are relevant and innovative and able to respond to new challenges as they present themselves. Specifically, the way your service provision will ensure:   * How your service will be fun, engaging and meet the needs of a wide range of service users, including those who are disengaged from many other mainstream services * An ability to respond to emerging local needs whether they be geographical (in a specific neighbourhood) or in response to a local issue of concern * New interventions can be created with speed and agility to have immediate impact with any emerging situations * You are able to be responsive to service user feedback and that elements of service design can be adapted to help increase engagement and ownership * Your provision is multi-faceted and in particular can interact with young people virtually, using appropriate digital platforms and on-line service dimensions | 25 |
| **Answer 2.** |  | 1000 words (not including tables / charts / diagrams) |
| **Question 3.** | Describe how your organisation has the strength and capacity to recruit, develop, train and retain a staff resource that is able to respond to a range of challenges: You should demonstrate the following in your answer:   * How you will ensure the staff team are appropriately qualified for their roles including youth support worker level 2 or 3 certificates or above in youth work practice and/or other relevant qualifications * The overall depth of your staff resource and how robust and mobile it is to cover staff absence and surges of demand * Your ability to grow and increase service delivery in line with emerging need and changing service requirements | 15 |
| **Answer 3.** |  | 600 words (not including tables / charts / diagrams) |
| **Question 4.** | Describe how your organisation has and will work with other local agencies and your experience of partnership working. In particular detailing:   * Your understanding of the needs of young people in Eastleigh and the surrounding area * Your local knowledge of key stakeholders and service providers and the broader offer available to young people * How you have used multi-agency approaches to support specific individuals | 15 |
| **Answer**  **4.** |  | 600 words (not including tables / charts / diagrams) |
| **Question 5.** | Explain how your service model and approach will contribute to improving outcomes for young people and how this will be measured, captured and reported. Your response should reflect the following:   * What outcome measures you will use to capture the progress and journey of service users whilst engaging with your services * What approaches and tools you will use to capture, track and record this information and how you will celebrate the achievements of service users * How you will gather and utilise the feedback of stakeholders to shape interventions whilst still achieving outcomes for young people * What approaches you will use to ensure there is intelligent and effective reporting to a range of stakeholders | 20 |
| **Answer**  **5.** |  | 800 words (not including tables / charts / diagrams) |
| **Question 6.** | Please provide a statement demonstrating how your organisation will meet the required safeguarding and welfare standards in compliance with the Council’s procedures | 5 |
| **Answer 6.** |  | 200 words |
| **Question 7.** | Describe how your organisation will seek to provide added value to the service. Your answer should reflect:   * How you would seek to attract additional funding from alternative sources to add value to service delivery * What other services your organisation provides that could enrich the overall offer available to local young people. | 10 |
| **Answer**  **7.** |  | 400 words (not including tables / charts / diagrams) |
| **Interview** | As part of the tendering process, applicants will be required to attend an interview session where they will provide a 20 minute presentation entitled ‘Our vision for youth services in Eastleigh’. This will be followed by a time of Q & A on their presentation and the above Technical Question responses.  It should be noted that those applicants that do not score within 25% of the highest score following the Technical Questions will not be invited to interview.  Those invited to interview will be sent questions in advance, to allow for preparation. | 25 |

**PART 7**

**Pricing Breakdown**

**11.** The Pricing Breakdown table must be completed and submitted.

11.1 All prices must be exclusive of VAT.

|  |  |  |
| --- | --- | --- |
| **Area** | **Fee per annum** | **Fee must not exceed** |
| Bishopstoke, Fair Oak, Horton Heath |  | £50,000 |
| Eastleigh |  | £57,000 |
| Chandlers Ford & Hiltingbury |  | £20,000 |
| **Total fee for duration of contract 01.09.2021-31.03.2026 (excluding VAT)** | | |
|  | | |

**Contact Details and Declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| **Question number** | **Question** | **Response** |
| 1(a) | Contact name: |  |
| 1(b) | Name of organisation: |  |
| 1(c) | Role in organisation: |  |
| 1(d) | Telephone: |  |
| 1(e) | Email: |  |
| 1(f) | Postal address: |  |
| 1(g) | Signature: |  |
| 1(h) | Date: |  |