



Invitation To Tender (ITT) - Open

Local Stop Smoking Service 2021

Project Number I -1129

 Closing date for return of ITT

12 Noon

21st September 2020

**CONTENTS**

**PART A – GENERAL INFORMATION**

1. Definition of Terms
2. Background to the Procurement
3. Instructions for completion and return of ITT
4. TUPE
5. Consortia and Subcontracting
6. Selection and Evaluation Criteria
7. Additional Information
8. Indicative ITT Timetable

**Appendix 1** Specification

**Appendix 2** Contract Conditions

**Appendix 3** Tender Response Pack

**Appendix 4** GDPR Supplier Questionnaire

**PART B – INVITATION TO TENDER**

**Section A -** Mandatory Criteria

**Section B -** Service Questions

**Section C -** Pricing Schedule

Section D - Economic & Financial Standing

Section E - Form of Tender

**Section F -** Tenderer Checklist and Precontract Checklist

**PART A – GENERAL INFORMATION**

1. DEFINITION OF TERMS

|  |  |  |
| --- | --- | --- |
|  | Council | Means Oxfordshire County Council |
|  | Council’s Representative | Means Stephen King, the Council’s representative who will coordinate all communications with the Tenderer in relation to this ITT. |
|  | Invitation to Tender(ITT) | Means this document and all its appendices which has been sent to all Tenderers.  |
|  | Portal | means the e-tendering system accessed via the South East Business Portal. |
|  | Services | Means the goods, works and/or services sought by the Council in accordance with the provisions of this ITT.  |
|  | Specification | Means the description of the Services contained in Appendix 1 to this ITT. |
|  | Tender | Means a Tenderer’s response to this ITT.  |
|  | Tenderer | Means the entity responding to this ITT.  |
|  | Tenderer’s Representative | Means the Tenderer’s representative who will coordinate all communications with the Council’s Representative in relation to this ITT. |
|  | TUPE | Means the Transfer of Undertakings (Protection of Employment) Regulations 2006. |

1. BACKGROUND TO THE PROCUREMENT
	1. Background of the Proposed Project

Smoking tobacco remains the single largest cause of preventable death and many preventable illnesses, including cancer and cardiovascular disease. Tobacco use is also one of the largest drivers of health inequality, accounting for approximately half the difference in life expectancy between the least and most deprived in society. Tobacco control is an umbrella term often used to describe the broad range of activities, including this Service, that aim to reduce smoking prevalence and/or reduce exposure to second-hand smoke and the morbidity and mortality it causes.

Reducing smoking prevalence is important nationally, regionally and locally within the context of improving mortality and morbidity rates for populations. Currently 14.4% of the adult population in England are smokers equating to 6,360,957 people and more than 200 people a day die from smoking related illness which could have been prevented.

The primary aim of the Service is to provide an offer of support to current smokers in the population through a combination of behavioural support (individual face-to-face, digital applications, online, telephone, text message) and pharmacotherapy (e.g. patches) to manage nicotine withdrawal. This combined approach has been shown to be highly effective in improving long-term quit rates. In doing so it can achieve these objectives:

* Reduce the impact of smoking on health of individuals and those around them.
* Reduce inequalities by targeting groups where smoking prevalence is higher.
* Protect children from smoke by working with pregnant women and their partners, not to smoke. Children are three times more likely to smoke if their parent smokes.
* Reduce the impact of smoking related health conditions on the NHS and Adult Social Care.
	1. Tenderers are invited to tender for the provision of the Services described at Appendix 1 Specification for a term of 3 years with an option for the Council to extend for up to 2 Years in aggregate, anticipated to commence with an Implementation and Transition Period (1st January – 31st March 2021) and a Service Commencement Date from 1st April 2021 – 31st March 2024.
1. INSTRUCTONS FOR COMPLETION AND RETURN OF ITT
	1. Please use the question and answer (Messaging) section of the Portal from where you downloaded this document to ask any question(s) regarding this document and/or the ITT process. Please note that the Council will issue all questions and answers to all Tenderers unless a Tenderer specifies that a question is confidential and the Council accepts that the question is confidential. The Council reserves the right to amend questions where necessary such that answers can be released without disclosing confidential material.
	2. The documentation to be returned to the Council is listed as Sections A, B, C, D and E of the ITT Response Pack. Failure to submit all documentation may result in your Tender being deemed non-compliant and not further considered by the Council.
	3. Additional attachments should be clearly labelled in relation to the Section and question. In addition, please indicate under the relevant question that this has been done.
	4. Tenders must be in English.
	5. If you reproduce the ITT, the paragraph numbering, content or wording of the questions must not be changed in any way.
	6. Where a question is not relevant to your organisation, you should respond “Not Applicable”.
	7. Please do not supply general marketing, promotional or similar material in response to a question, unless such material is specifically requested or the material supplied is particularly relevant to the question. In either event, the material should be marked clearly to show your name, the number of the question to which it relates and, if appropriate, the page number or the section of the material which is relevant.
	8. Please return an electronic copy of your Tender including any supporting material via the Portal from where you downloaded this ITT. Please allow sufficient time to upload all documents to the Portal before the deadline.
	9. Failure to submit your Tender by the closing time and date may result in your Tender not being considered.
	10. Tenders must remain valid and open for acceptance for six months from the closing date for return of the Tender.
	11. Where this ITT refers to UK legislation, qualifications, codes or similar matters you should, if you are established outside the UK, base your response on the equivalent legislation, qualifications or codes that apply in the relevant domestic jurisdiction.
	12. If you are a member of a group of companies (e.g. sister organisation, subsidiary etc.), the information in Section A of Part B of this Invitation to Tender should be completed on behalf of your organisation only and not on behalf of the group as a whole (except where group information is specifically requested).
	13. The Council will not accept a Tenderer’s terms of business in lieu of or in addition to the conditions included at Appendix 2. By submitting a Tender, Tenderers are agreeing to be bound by the conditions at Appendix 2 without further negotiation or amendment should their Tender be accepted, unless changes are agreed by the Council and such changes notified to all Tenderers prior to Tender submission.
	14. The ITT documentation must be accepted in its entirety and no alteration or modification by the Tenderer can be allowed unless notified and confirmed in writing by the Council’s Representative before the closing date for submission of Tenders. If any alteration is made or if the instructions are not fully complied with the Tender may be deemed non-compliant and not further considered by the Council.
	15. It is the Tenderer’s responsibility to ensure that all calculations and prices and other data in the Tender are correct at the time of submission. The Council may require you to clarify any part of your Tender or to supply additional information if it considers this appropriate. Otherwise no amendment to the Tender documents will be allowed after the closing date for submission of Tenders. Unless otherwise explicitly set out, prices should be fully inclusive of all costs involved in delivering the Services and complying with the contract

* 1. The Council reserves the right to:
		1. Waive or change the requirements of this ITT from time to time without prior (or any) notice;
		2. Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis; and
		3. Choose not to award any contract as a result of the current procurement process or award the contract in part.
	2. The Council will not be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this ITT process including if the process is terminated or amended by the Council.
	3. Although the information contained in this ITT is provided in good faith, the Council accepts no liability for any inaccuracy of information given or for any loss or damage arising therefrom.
1. TUPE
	1. The Council considers that the Transfer of Undertakings Protection of Employment Regulations 2006 (TUPE) may apply. However, Tenderers must obtain their own information and advice as to the applicability of TUPE and the Council gives no guarantees or warranties in this regard.
	2. The Council will, upon receipt of a signed confidentiality agreement in the form attached on the Portal, provide such information as it may receive from the incumbent provider in relation to staff engaged in relation to the Services. The Council gives no guarantee or warranty in relation to the accuracy or completeness of this information.
2. SUBCONTRACTING AND CONSORTIA ARRANGEMENTS

Subcontracting arrangements

* 1. Where you propose to use one or more subcontractors to deliver some or all of the contract requirements, Appendix A of the Tender Response Pack should be completed should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each subcontractor will be responsible for.
	2. The Council recognises that arrangements in relation to subcontracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Council indicates that subcontractors are to play a significant role in delivering key contract requirements, any changes to those subcontracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Tenderers should therefore notify the Council immediately of any change in the proposed subcontractor arrangements. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia Arrangements

* 1. If you are completing this ITT as part of a proposed consortium, the following information must be provided:
* Names of all consortium members;
* The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
	1. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.
	2. All members of the consortium will be required to provide the information required in Section A of the Tender Response Pack as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.
	3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
	4. The Council recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.
1. SELECTION AND EVALUATION CRITERIA
	1. Each compliant Tender received will be evaluated against a range of scored and mandatory criteria comprising the following:
	2. **Phase 1** - **Mandatory Criteria (Pass/Fail) (Section A)**

Each Tender returned will be evaluated against mandatory criteria as set out in Table 1:

Table 1 Criteria for Phase 1 and respective weightings:

|  |  |  |
| --- | --- | --- |
| Section | **Criteria** | **Weighting (%)** |
| 1 | Potential Supplier Information | Information only |
| 2 | Grounds for Mandatory Exclusion | Pass/Fail |
| 3 | Grounds for Discretionary Exclusion | Pass/Fail |
| 4 and 5 | Economic and Financial Standing | Not Required at this stage |
| 6 | Modern Slavery Act 2015 | Pass/Fail |
| 7 | Additional Questions | Pass/Fail |

Any Tenderer scoring a Fail on any question will be non-compliant and their Tender failed.

Where a Tenderer answers ‘Yes’ to questions 7.2.2, 7.3.2, 7.4.4, 7.5.3 and 7.6.1, a Pass will be subject to evidence of investigation and/or corrective action implemented to the satisfaction of the Council’s officers.

* 1. **Phase 2 – Tender Proposals (Section B and C)**

Tenderers must pass Phase 1 for their Tenders to be evaluated in Phases 2 and 3:

Any decision to award a Contract(s) as a result of this ITT will be made on the basis of the Most Economically Advantageous Tender having regard to the following criteria:

The scored criteria set out in Table 2 using the mechanism for scoring set out in Tables 3 and 4

Table 2 Scored criteria for this ITT and respective weightings:

|  |  |
| --- | --- |
| **Criteria** | **Weighting (%)** |
| Price  | Pass / Fail |
| Quality | 100% |

Table 3 Scoring mechanism for the scored criteria of this ITT:

|  |  |
| --- | --- |
| Very Good - answer that covers the Specification with additional value elements | 9-10 |
| Good - answer that covers the Specification or almost all aspects of the Specification | 7-8 |
| Satisfactory - answer covering the main points of the Specification | 5-6 |
| Unsatisfactory - answer with some references to the Specification | 3-4 |
| Poor - answer with a vague reference to the Specification | 1-2 |
| Question not answered | 0 |

|  |  |  |
| --- | --- | --- |
| Criteria & Weighting (%) | Sub-criteria | Sub-criteria weighting(%) |
| Quality 100% | 1. Your organisation
 | 5% |
| 1. Implementation and Transition Period
 | 10% |
| 1. Organisation Structure and Staff
 | 10% |
| 1. Accessibility – Routes into the Service / Priority Groups
 | 20% |
| 1. Service Model and Delivery
 | 25% |
| 1. Quality
 | 10% |
| 1. Innovation, Effectiveness and Efficiency of Services
 | 15% |
| 1. Data Protection, Governance, Information Management, and Monitoring
 | 5% |

**Price**

The maximum annual budget for this Service is £375,000

This budget represents a business as usual scenario.

This is a Pass / Fail section.

If a Tenderer submits a price/cost that is above the maximum annual budget they will be excluded from the process. If a Tenderer submits a price/cost on or below the maximum annual budget they will pass this section on price/cost.

Tenderers are asked to provide a detailed breakdown of all costs in Section C – Pricing Schedule (Tender Response Pack). This should be used to demonstrate the capability to meet the Service at the budget available.

* 1. **Interviews**

Following the initial scoring of the Tender responses, the Council will invite the top three Tenderers and others that score within 1% of the third highest ranked provider to interview.

The interview will only be for the clarification of answers to tender questions in relation to the specification and not introduce any additional elements. The Council may moderate the initial scores given to the written submission.

6.5 **References**

The Council may undertake references from nominated Contractors identified in Part B of the Tender Response Pack in respect of Tenderers invited to interview

**6.6 Phase 3 – Economic and Financial Standing (Pass/Fail) See Part B below**

Tenderers must be identified as the Most Economically Advantageous Tender at Phase 2 to be evaluated in Phase 3.

The Council will carry out assessment using three ratings models available via Procurement Catalyst and 2 years of accounts. Tenderers will also be assessed using the criteria set out in Table 4:

Table 4 Scoring mechanism for Financial Standing

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **Sub-Criteria** | **Weighting** | **Pass Mark** | **Ratios** |
| Ratio Analysis | Profitability | 30% | 15/30 | Gross & Net profit to Turnover |
| Liquidity | 30% | 15/30 | Interest Cover & Gearing |
| Gearing | 30% | 15/30 | Current Ratio & Quick Ratio |
| Turnover | 10% | 5/10 | Contract Percentage of Turnover |
| **Total** | **100%** | **50** |  |

Please refer to Section D of this ITT for more information on economic and financial requirements.

Where a Tenderer fails the financial stability test on their own financial information, a Parent Company Guarantee (PCG) may be offered. The Parent Company’s financial information will be assessed and must meet the pass criteria of Phase 3. Failure to provide a PCG in would be deemed a fail.

1. ADDITIONAL INFORMATION
	1. Freedom of Information

All information provided by you in your response to this ITT will remain confidential and will not be disclosed to any other party except where required for official audit purposes or to the extent that the Council considers that disclosure is required pursuant to the Freedom of Information Act 2000 or any other applicable legislation, legal requirement or code of practice.

* 1. Confidentiality

By receiving this ITT, you agree to keep confidential the information contained in the ITT or made available in connection with further enquiries and questions. Such information may be made available to your employees and professional advisers for the purpose only of responding to this ITT.

When providing details of contracts in answering Section B Q1 in the Tender response Pack, the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Council reserves the right to contact the named customer contact in Section B regarding the contracts nominated. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

* 1. Material Changes

At any time before the award of the contract, the Council reserves the right to disqualify any organisation whose circumstances change to the extent that it ceases to meet the selection criteria or makes a material change in respect of its Tender unless substantial justification can be provided to the satisfaction of the Council. Where a Tenderer becomes aware after having submitted a Tender of a change in circumstances or information supplied, it should notify the Council of this as soon as possible.

* 1. Armed Forces Covenant

The council is committed to the Armed Forces Covenant and encourages its Providers and Contractors to also add their support. Sign up is not mandatory and does not form part of any tender evaluation. Information can be accessed via:

<https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information>

1. INDICATIVE ITT TIMETABLE

The deadline for the return of the ITT is as set out here unless otherwise notified by the Council. All other dates are indicative only and subject to change.

|  |  |
| --- | --- |
| **Activity** | **Target Date** |
| OJEU Published on e-tendering Portal | 7th August 2020 |
| Advert placed on e-tendering Portal | 10th August 2020 |
| Final date for submission of ITT questions | 14th September 2021 |
| Time period in which questions will be answered | 3 – 5 working days |
| ITT closing time and date | 12 Noon - 21st September 2020 |
| Evaluation | September / October 2020 |
| Provider interviews (if required) | 6th October 2020 |
| Intent to Award Notice | November 2020 |
| 10 Day standstill Period | November 2020 |
| Contract Award Notice | December 2020 |
| Implementation and Transition Period | 1st January 2021 – 31st March 2021 |
| Contract start date | 1st April 2021 |

**Appendix 1**

**Specification**

See separate attachment on the Tender portal – (Schedule 1)

**Appendix 2**

**Contract Conditions**

The conditions governing any Contract awarded under this ITT are set out in the attachments on the Portal including the draft Schedules

The Council will not accept a Provider’s terms of business in lieu of or in addition to the conditions included at Appendix 2. By submitting a ITT, Providers are agreeing to be bound by the conditions at Appendix 2 without further negotiation or amendment should their ITT be accepted, **unless changes are agreed by the Council and such changes notified to all Providers prior to ITT submission**

All comments or enquiries must be made prior to the closing date and time for this ITT

Please note, the Council will endeavour to ensure contracts are completed and signed within 2 weeks of the Contract award notice being issued or the standstill period concluding

**Appendix 3**

**Tender Response Pack**

See separate attachment on the Portal

**PART B ECONOMIC AND FINANCIAL STANDING (PHASE 3) (Pass/Fail)**

In order to progress to Phase 3 of the evaluation process, Tenderers must pass Phase 1 – Mandatory Criteria, and be identified as the Most Economically Advantageous Tender at Phase 2.

Where a Tenderer fails the financial stability test on their own financial information, a Parent Company Guarantee (PCG) may be offered. The Parent Company’s financial information will be assessed and must meet the pass criteria. Failure to provide a PCG in would be deemed a fail.

Where a Tenderer fails the financial stability test the contract(s) will be awarded to the next Most Economically Advantageous Tender subject to Phase 3 evaluation.

**Please complete the table in Section D of the Tender Response Pack**

**Please Note: Tenderers do not need to submit the selected financial information as part of their submission. Please have this information ready to submit from 21st September 2020**

GUIDANCE

1. Introduction
	1. The Council will assess the potential service provider’s finances as follows; -

For above OJEU tenders the test will include an assessment of the finances as per section 3 and an assessment via Catalyst as per section 4.

For below OJEU tenders the assessment will be via Catalyst as per section 4. If the potential service provider fails section 4 the assessment in section 3 will be conducted.

1. **Financial Submission Documents**
	1. There is no requirement to submit financial documents with your Tender return. The potential service provider will be asked to submit their latest 2 years audited or signed accounts[[1]](#footnote-1). These must include both a statement of income & expenditure and balance sheet and be provided as a separate set of accounts for each year. See also paragraph 2.3.
	2. Where it is not possible to submit the documents stated in paragraph 2.1 an income and expenditure account shall be submitted for the two most recent financial years and be provided as a separate set of accounts for each year1. These must either be signed by the potential service provider 's accountant or accompanied by the tax return to validate the figures. See also paragraph 2.3.
	3. Where the most recent financial year end for the documents specified in paragraphs 2.1 or 2.2 is greater than 6 months prior to submission, either an interim set of accounts (which reduces the period to less than 6 months) or a statement (which either confirms no significant change or states significant changes to the finances) signed by your Financial Director, Accountant or Company Director must also be submitted. For example, if the most recent accounts submitted have a year-end date of 31 March 2016 and the submission date is after 30 September 2016 this would be required.
	4. If the potential service provider has not been operating for long enough to have 2 sets of financial statements, the requirements are set out in section 5 below relating to new companies.
	5. When assessing charitable or not for profit organisations an allowance will be made in the tests, particularly the profitability test. It is therefore important that this status is made clear in any submissions.
	6. The Council may also seek further evidence of the financial viability of the organisation to inform a risk assessment to determine whether the Council can be sufficiently satisfied of financial standing. The Council’s determination of financial viability within these thresholds will be final and failure to satisfy the Council of sound financial standing will disqualify the potential service provider.
	7. The Council will, when undertaking the assessment in section 3 and 4 below, check for any indicators that suggest there are any potential breaches of obligation to pay taxes as part of the due diligence of the potential provider’s bid.
2. **Financial Accounts Evaluation**

3.1.Accounts will be assessed using the below criteria for the potential service provider.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **Sub-Criteria** | **Weighting** | **Pass Mark** | **Ratios** |
| Ratio Analysis | Profitability | 30% | 15/30 | Gross & Net profit to Turnover |
| Liquidity | 30% | 15/30 | Interest Cover & Gearing |
| Gearing | 30% | 15/30 | Current Ratio & Quick Ratio |
| Turnover | 10% | 5/10 | Contract Percentage of Turnover |
| **Total** | **100%** | **50/100** |  |

3.2.The potential service provider must score the minimum pass mark for each test in the table above and meet the criteria to pass Procurement Catalyst assessment in section 4 below. Where a company fails any of the sub criteria or the Procurement Catalyst assessment the Council will carry out further analysis and may request further information to assure itself that the additional risk this poses is acceptable.

1. **Procurement Catalyst Evaluation**

4.1.The Council will carry out assessment using three ratings models available via Procurement Catalyst:

* ModeFinance – MORE Credit Risk
* Zanders – FALCON Global Credit Risk
* VADIS – VadRisk

4.2.The potential service provider will be classified as financially stable if a pass rating is achieved on two or more of the models. The minimum pass ratings for each model is outlined below:

* ModeFinance – B
* Zanders – 4
* VADIS – 6
	1. A potential service provider not achieving a pass rating on two or more of the models due to fail ratings or unavailable ratings will be subject to the assessment in section 3.
	2. Please note that this company check is not a credit check search and will have no impact on your credit rating. The Council reserves the right to carry out company checks on your company throughout the life of this contract.
1. **New Organisations**
	1. For organisations with less than 2 years’ accounts available, the financial submission documentation is:
* As much of the financial documentation set out under section 2 above as possible.
* Business plans and projections for the length of the contract.
	1. Where a new company is created as a result of a merger the financial submission documentation is:
* As much of the financial documentation set out under section 2 above as possible.
* Accounts for the remainder of the prior two years for all businesses which were involved in the merger, along with an explanation of significant accounting or operational changes.
	1. Based on the documents submitted testing will be carried out and an analysis of the risk level to the Council considered.
1. **Parent Company Guarantee**
	1. If a company wishes to rely on the accounts of their parent company, the above requirements and tests will apply to the parent company’s accounts.
	2. A letter from the parent company stating that they are willing to provide a parent company guarantee must also be submitted.
	3. The parent company accounts will only be assessed where the Council deems this to be appropriate. The Council will normally rely on the accounts of the company itself.
	4. Where a company fails to pass these tests on their own accounts they may be offered the opportunity to submit parent company accounts.
1. Financial accounts and supporting information should wherever possible be provided in English and GBP Sterling. Where this is not possible, the Council will use an exchange rate where necessary as part of the assessment of financial standing. The source of the exchange rate will usually be www.xe.com and the rate used can be notified to the potential service provider by the Council at the time the assessment is made. [↑](#footnote-ref-1)