



**DATED 15<sup>TH</sup> AUGUST 2016**

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## **INVITATION TO TENDER**

<b>TENDER FOR: DOMESTIC VIOLENCE REFUGES</b>
<b>OJEU NUMBER: [OJEU CONTRACT NOTICE REFERENCE NUMBER]</b>
<b>TENDER RETURN DATE AND TIME (DEADLINE): 15:00 on 3<sup>rd</sup> October 2016</b>

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Contents of the ITT**

This invitation to tender (ITT) comprises:

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

### **1.2 Purpose and scope of this ITT**

This ITT:

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

### **1.3 Introduction to the Authority**

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

[https://www.kingston.gov.uk/info/200279/performance\\_and\\_improvement/717/annual\\_planning](https://www.kingston.gov.uk/info/200279/performance_and_improvement/717/annual_planning)

### **1.4 Procurement Process**

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

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

## 1.5 **Scope of the Project**

### **Summary of service objectives and outcomes**

The Services comprise of a specialist Refuge accommodation based support for women and children fleeing Domestic violence, for a period of up to six months. Women being housed in the refuge are predominantly fleeing from another area.

The Services will provide appropriate advice and proactive support to both victims of domestic abuse and to people at risk of becoming victims of domestic abuse, including those from hard to reach or minority communities.

A vital part of the services will be to deliver emotional and practical support for women and children fleeing domestic violence and to ensure that clients are safer and better resourced to remain safe. This support will encourage clients to retain/regain their sense of autonomy and control and develop and/or maintain strong and resilient support networks so that clients believe they can live free from violence. The Services aim to safeguard service users, ensure that they are aware of their rights and reduce repeat victimisation.

The Services will include helping the residents of the refuges to find other accommodation and setting up and maintaining that home or tenancy, and will also include transitional support and assistance to users that have moved on to other accommodation for a period of up to six months.

The Service Provider is required to deliver sensitive, non-judgemental and non-oppressive support to those who have experienced domestic violence and will measure client progress towards independence and choice in the following areas:

- Safety

- Support Networks
- Empowerment and Self-Esteem.

The provider will be required to support all Clients to be accurately assessed and supported with safety plans, and where required support Clients through the criminal justice system.

Key objectives of the Services are:

- To enable people to achieve wellbeing, independence and live healthy lives: Clients leaving the service are able to move on in a planned way to secure future settled accommodation within two years of accessing the services.
- To ensure that Clients in the refuge will have improved mental, emotional and physical health and the opportunity to maintain these improvements.
- Children will be safer and better equipped to remain safe and adult clients will be supported in improving their parenting skills
- To ensure that by the time that clients are no longer supported, they will have increased financial stability and independence and more stable accommodation, increased access to education and employment opportunities hopes and goals for the future.
- To ensure that Clients in the refuge are able to move on in a planned way to secure future settled accommodation within six months of accessing the service.
- Adults and Children will be safe in refuge accommodation and better equipped to remain safe in their future following completed risk assessments and safety planning

### **Summary of current arrangements**

The Refuge Services are currently delivered across three premises and confidential locations owned by two third party providers in the Royal Borough of Kingston:

- 5 Units at a Stage One Crisis response refuge with on-site support which is specifically for woman from South Asian communities.
- 6 Units at a Stage One Crisis response refuge with on- site support.

- 4 Units of Stage Two accommodation with visiting support.

This is anticipated to continue when the contract is recommissioned. Full details relating to the Services and property owners are available within the Service Specification.

## 1.6 Service Lots

- (a) The Services have been divided into the following work packages (**Lots**):

- (i) Refuges for South Asian victims of domestic violence
- (ii) Intensive Support Refuges known as K1 + K2

- (b) The Authority would prefer to award all the Lots to a single Tenderer. However, separate contracts for each or any combination of the Lots will be awarded to separate Tenderers if it is more economically advantageous to do so.

- (c) Tenderers are invited to bid for both or any of the Lots identified above.

Tenderers are asked to specify any financial benefit accruing to the Authority if the Tenderer is successful in its bid for more than one Lot.

## 1.7 Value of the Contract

The anticipated value of the Services is approximately **£163,000** per annum for both services.

This comprises of:

**£54,300.00** in relation to the Refuge for South Asian victims of domestic violence

**£108,700.00** in relation to the Intensive Support Refuges (K1 + K2)

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

## **1.8 Contract Term**

The Authority proposes to enter into a single or two individual Contract(s) with the successful Tenderer(s) for a maximum period of 3 (three) years.

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

The anticipated service commencement date is 1<sup>st</sup> April 2017.

## **1.9 Clarifications about the Services or ITT**

Any clarifications relating to this ITT must be submitted through the e-tendering portal. The Authority will consolidate and respond to all reasonable clarifications through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal (**Clarifications Log**) by the end of the week in which the clarification question was raised.

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.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2.

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

## **1.10 Clarifications about the Contents of the Tenders**

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to

respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

## **2. TENDER TIMETABLE**

### **2.1 Key Dates**

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

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

<b>Event</b>	<b>Date</b>
Release of ITT	15 <sup>th</sup> August 2016
Deadline for receipt of clarifications	5 <sup>th</sup> September 2016
Target date for responses to clarifications	7 <sup>th</sup> September 2016
Deadline for receipt of Tenders	15:00 on 3 <sup>rd</sup> October 2016
Evaluation of Tenders	4 <sup>th</sup> October 2016 – 28 <sup>th</sup> October 2016
Clarification Meetings (if required)	20 <sup>th</sup> October 2016 – 24 <sup>th</sup> October 2016
Notification of contract award decision	21 <sup>st</sup> November 2016
"Standstill" period	21 <sup>st</sup> November 2016 – 2 <sup>nd</sup> December 2016
Confirm contract award	5 <sup>th</sup> December 2016
Contract start and start of mobilisation period	9 <sup>th</sup> January 2017 – 31 <sup>st</sup> March 2017
Target service commencement date	1 <sup>st</sup> April 2017



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

## **2.2 Deadline for Receipt of Tenders**

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

## **2.3 References**

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

## **2.4 Clarification Meetings**

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

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

## **2.5 Contract Award**

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

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

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

## **2.6 Debrief**

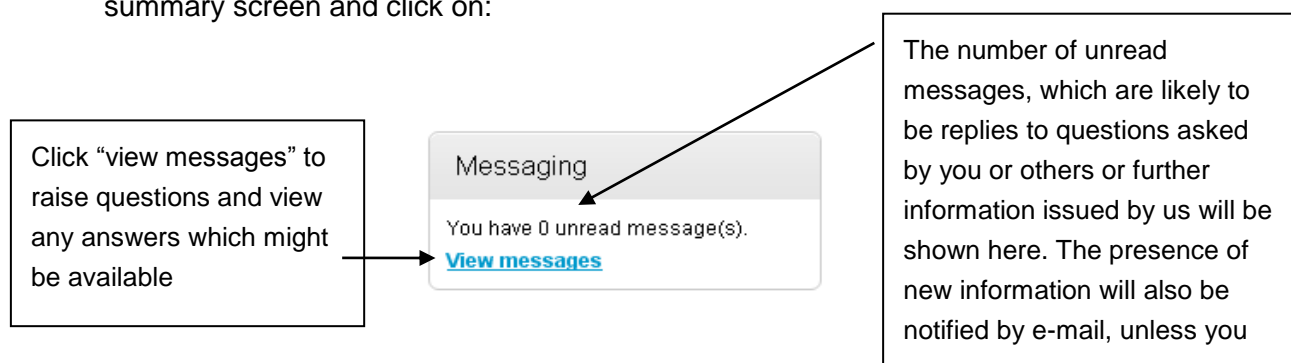
The contract award notification will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

### 3. TENDER COMPLETION INFORMATION

#### 3.1 Formalities

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

Should a Bidder proposing to submit tenders be in doubt as to the interpretation of any part of the tender documents, the Lead Procurement contact or their nominated officers will endeavour to answer written enquiries prior to tenders being submitted. Requests for clarification should be sent using the Q&A functionality provided within the portal (refer to the tender summary screen and click on:



The following requirements must be adhered to when submitting Tenders:

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

- A list of supporting material must be supplied.
- Tenderers should use Arial Size 12 Font.
- Line spacing must be single or more.

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

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

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

### **3.2 Executive Summary**

Each Tenderer must also provide an executive summary of its Tender as part of Method Statement 1. Each Tenderer must be no longer than 2 (two) pages in the format described above and should include in its executive summary:

- An outline of the way in which the Authority's requirements are to be met by its proposal.
- A summary of all the services offered by the Tenderer in response to the ITT.
- An overview of the Tenderer's overall costs and proposals in relation to pricing.
- A clear statement of its commitment to meet the Authority's requirements and the pricing, payment and performance model.

- Confirmation that the Tender(s) will remain open for a period of 120 days.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

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

### **3.3 Submission of Tenders**

Each Tenderer may submit one or more Tenders in respect of one or more combinations of Lots showing any financial benefits accruing to the Authority if the Tenderer were to win more than one Lot.

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

### **3.4 Contract Terms**

The draft Contract that the Authority proposes to use is included in the tender documents on the e-portal system as Domestic Violence Refuges Draft Contract. This can be found within the Invitation to Tender section within Pro-contract. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.9 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment;

otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

### 3.5 Documents Forming the Contract

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

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

The successful tenderer(s) will be required to enter into separate Managing Agent agreements with the Property Owners. These documents will be attached with the tender documentation however any enquiries regarding the management agency agreement should be directed to the Property Owners. Full details are provided within the relevant Lots on Proc Contract.

### 3.6 Consortia and Subcontractors

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

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

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

Provider, the remaining members of that group will be subcontractors to the Service Provider.

### **3.7 Warnings and Disclaimers**

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

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

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

### **3.8 Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

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

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

While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore,

Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided within the e-procurement portal.

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

### **3.9 Publicity**

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

### **3.10 Tenderer Conduct and Conflicts of Interest**

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

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

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

### **3.11 Authority's Rights**

The Authority reserves the right to:

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

### **3.12 Bid Costs**

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

### **3.13 Guarantees**

Recipients of this ITT will note that a form of deed of guarantee is included in the tender documents on the e-procurement portal and marked Parent Company Guarantee. This is found within the Economic and Financial Standing section of the Suitability Assessment Questions.

The Authority may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Authority may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Authority will require confirmation that the consortium will provide either a parent



company guarantee from the lead consortium member or an equivalent level of security.

### 3.14 Insurance

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

- (a) Employer's Liability Insurance Policy of not less than £5m for each and every claim, act or occurrence or series of claims, acts or occurrences; and
- (b) Public and Product Liability Insurance Policy of not less than £5m for each and every claim, act or occurrence or series of claims, acts or occurrences.
- (c) Professional Indemnity Insurance Policy of not less than £1m for each and every claim, act or occurrence or series of claims, acts or occurrences.

## 4. TENDER EVALUATION MODEL

### 4.1 Award Criteria and Evaluation Criteria

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

- 60% quality.
- 40% cost.

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

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

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

## General

Supplier Information	For information only
Bidding Model	For information only
Contact Details	For information only
Licensing and Registration	For information only
Certification	Not Scored
Consortium or Prime Contractor	Not Scored
Declaration	Not Scored but failure to complete and return this form may result in the Tender being rejected.
Form Of Tender (section 18 in e-procurement system)	Not Scored but failure to complete and return this form may result in the Tender being rejected.
Certificate of Collusion or Canvassing (section 17 in e-procurement system)	Not Scored but failure to complete and return this form may result in the Tender being rejected.
<b>Suitability Assessment Questions</b>	
Grounds for Mandatory Exclusion	Pass/Fail
Grounds for Discretionary Exclusion	Pass/Fail
Economic and Financial Standing	Pass/Fail
Technical and Professional Ability	Pass/Fail
Insurance	Pass/Fail
Compliance with Equality Legislation	Pass/Fail
Environmental Management	Pass/Fail
Health and Safety	Pass/Fail
Safeguarding	Pass/Fail
Data Protection	Pass/Fail

## Method Statements 60 % (Quality criteria)

### MS 1 - Ability to deliver requirement: [ 10 %]

Evaluation Criteria:	Weighting: [ 10 %]
<p>1.1. Please provide an operational plan with key milestones for delivering the smooth transition of existing services (including details of challenges which may arise and how your organisation will address these) within this period of transition max 2 sides A4</p> <p>a) Explain how you will effectively transfer of the needs of survivors and victims of domestic abuse at service commencement</p> <p>b) Explain how you will work with the existing provider to</p>	40%

manage the transition	
<p>1.2 Please explain how you will resource this service to ensure continuity of resources throughout the contract term</p> <p>a) Define your contingency plans for how the service will be maintained in the event of sickness/ annual leave / unplanned service interruption.</p> <p>Please attach your Business Continuity Policy</p>	60%

**MS 2 - Service Management: [ 15%]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 15 %]</b>
<p>2.1 Provide your organisation map, identifying the following roles:</p> <p>a) Key contact – responsible for administering the contract and keeping it up to date</p> <p>b) Monitoring and managing compliance with contractual requirement and Council Policy</p> <p>c) Monitoring and managing risk</p> <p>d) Monitoring and managing performance</p>	30%
2.2 Define the systems and processes that ensure that the above responsible officers are able to effectively supervise and audit the quality of the service.	40%
<p>2.5 Define your end of contract process in terms of data and work handover.</p> <p>You will be required to complete an Information Sharing Agreement as part of the contract</p>	30%

**MS 3 – Skills and Experience: [ 15 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 15 %]</b>	
	<b>Lot 1</b>	<b>Lot 2</b>
<p>3.1 How will your organisation ensure that the staff are able to provide specialist support to survivors/victims of domestic abuse with varying support needs within a housing related service? Please make reference to previous experience working with victims of violence with needs such as mental health, drug and alcohol, dual diagnosis and complex needs.</p> <p>3.2 Please provide the following policies and procedures:</p> <p>a) Workforce development and training for staff and volunteers</p>	33%	50%

b) DBS checks		
3.3 The Service User groups supported by the Service typically have a high percentage of unplanned move on, including tenancy abandonment and eviction. How would your organisation work to engage with Service Users and improve the rate of positive move on?	33%	50%
3.4 Describe your organisations experience working with women originating from South Asia, including the specific provisions you plan to provide in order to deliver a service for this population.  <b>NB this Method Statement relates to Lot 1 only</b>	34%	N/A

**MS 4 – Service Provision: [ 15 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 15 %]</b>
4.1 What services will you offer in order to achieve the required outcomes for victims of violence and their children? Please include details of how you will ensure that they are based on what matters most to Service Users and the scale of support you envisage providing.	100%

**MS 5 - Inclusion: [ 5 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 5 %]</b>
5.1 How will you ensure that victims are engaged in the Support Planning process? Why is this important? Please make reference to individuals who may find accessing this process difficult, e.g. those who do not have English as a first language, who have literacy needs, learning difficulties and/or disabilities.	50%
5.2 How do you propose to ensure that survivors with additional barriers to inclusion are enabled to achieve the outcomes as defined in the specification?	50%

**MS 6 – Quality Standards: [ 10 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 10 %]</b>
<p>6.1 How will your organisation ensure that the Service achieves level B in the following five standards of the Quality Assessment Framework (QAF)</p> <ul style="list-style-type: none"><li>• C1.1 Assessment and Support Planning</li><li>• C1.2 Security, Health and Safety</li><li>• C1.3 Safeguarding and Protection from abuse</li><li>• C1.4 Fair Access, Diversity and Inclusion</li><li>• C1.5 Client Involvement and Empowerment</li></ul> <p>What plans would you put in place to demonstrate your commitment to work towards achieving a level A for the five standards?</p>	100%

**MS 7 Partnership, Communication and Engagement: [ 5 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 5 %]</b>
7.1 Please describe how you will work with all relevant organisations in Kingston's domestic violence partnership to maximise the support available to victims	50%
7.2 How will your organisation empower service users to contribute to service development?	50%

**MS 8 – Management of Risk : [ 10 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 10 %]</b>

8.1 Describe how risk assessment will be carried out, and what an effective safety plan looks like	30%
8.2 Describe how your organisation balances confidentiality with management of risk in an adults and children's safeguarding context.  a) Attach your Safeguarding and Risk Assessment Policies and Procedures	30%
8.3 Please describe any risks in relation to delivering the services required and how your organisation would monitor and address them	40%%

**MS 9 – Added Value and Social Value: [ 5 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 5 %]</b>
9.1 Please provide details of any specialist services / resources / ways of working your organisation offers which set your organisation apart from others and which this service and the wider domestic and sexual violence strategic partnership could draw upon to enhance its performance.  9.2 What additional social value can you bring this contract?	100%

**MS 10 – Housing Management [ 10 %]**

<b>Evaluation Criteria:</b>	<b>Weighting: [ 10 %]</b>
10.1 As a provider, how will you demonstrate your capacity to deliver the Housing Management service?  a) Please set out your experience of delivering Housing Management, as a managing agent for a Registered Provider and/or within your own properties. Please include your understanding of the requirements of setting up and implementing the Housing	60%

<p>Management service, within the context of this tender.</p> <p>b) Please include or demonstrate a mobilization plan of how you will implement the Housing Management and Support service, including how you will liaise with the outgoing agent to demobilize and deal with any staffing and TUPE issues.</p>	
<p>10.2 Has your organisation had any Housing Management Contracts terminated over the past five years as a result of poor performance, and if yes, please provide further details.</p>	<p>40%</p>

## 4.2 Evaluation of Lots

Each Lot will be evaluated as an individual basis, using the scoring methodology as defined in section 4.3 'Quality Evaluation'. Each tender must operate as a standalone bid and must not be dependent on any other factors external to the tender itself.

Tenderers should ensure that responses refer to the correct Lot. Failure to do so may result in the Authority marking down or excluding the tender as per the formalities specified in section 3.1 'Formalities'.

## 4.3 Evaluation Process

### Suitability Assessment

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

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

The two-step test will be carried out. Tenderers must:

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

If the Tenderer does not meet the two step test, then the Council reserves the right to fail the Tenderer at Stage One, in which case its submission will not be considered any further.



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

### Ratio Review

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

Table 1- Financial Ratio Figure / Ratio	Calculation of Figure / Ratio
Gearing (%)	Calculated as: Total Debt** x 100 (Total Debt + Equity) **Taken as current and non-current external bank related loans. <b>Fail= 70% or higher</b>

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

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

### Contract Test

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

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

Subject to successful appraisal as detailed in the paragraphs above, the Council will progress the bid to the evaluation stage and evaluate the supplier's tender through consideration of the Method Statements together with the Pricing Schedule in ProContract.

### Quality evaluation

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

### Scoring matrix for the technical and quality criteria

0	<b>Unacceptable</b>	The information is either completely omitted or completely fails to meet the standard/requirements
1	<b>Inadequate</b>	The information submitted has major omissions or fails to meet the standard/requirements in more than one area.

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

### **Pricing evaluation: [40 %]**

All prices to the Council should be detailed in the attached pricing questionnaire.

Where any quoted prices are based on the number of users, volumes of transactions or other measurements, the Bidder shall give full details of the methodology and numbers used in the notes / comments column of the schedules.

Bids will be assessed on a total cost basis and so this requirement is to ensure parity for providers in relation to evaluating the full cost of providing this service.

The purpose of the Pricing Schedule is to provide:

- a) The basis for obtaining competitive tenders
- b) The basis for establishing Bidders' charges for the services
- c) A basis for valuing future changes in the volume of services provided on options detailed.

No variation or alteration to the Pricing Schedule is permitted by the Bidders

Bid prices will be scored:

On a comparative basis with the lowest bid receiving 100% of the available marks (40% following weighting). All other bids will be compared against that lowest bid.

The formula to be applied to compare other bids is as follows:

Lowest Bid x 100

Own Bid

Worked Example:

EXAMPLE	Annual Value		Contract Value	
	Lot 1	Lot 2	Lot 1	Lot 2
<b>Bidder A</b>	£54,000.00	N/A	£162,000.00	N/A
<b>Bidder B</b>	£ 53,500.00	107,300.00	£160,500.00	£321,900.00
<b>Bidder C</b>	£52,000.00	£108,700.00	£156,000.00	£326,100.00

Lot 1		
	Calculation	Score
<b>Bidder A</b>	$(156000/162000) \times 100$	96%
<b>Bidder B</b>	$(156000/160500) \times 100$	97%
<b>Bidder C</b>	$(156000/156000) \times 100$	100%

Lot 2		
	Calculation	Score
<b>Bidder A</b>	N/A	N/A
<b>Bidder B</b>	$(321900/321900) \times 100$	100%
<b>Bidder C</b>	$(321900/326100) \times 100$	99%

In this scenario, bidder C will be awarded 100% of the scoring for Pricing in relation to Lot 1 and Bidder B will be awarded 100% of the scoring for Pricing in relation to Lot 2

## 5. TUPE

### 5.1 Transferring employees

Tenderers shall take independent advice and make their own decision as to whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended (together “TUPE”) apply to this contract. The Council’s position on the application of these regulations to this contract is that the Council believes the regulations apply and Tenderers shall price their tenders accordingly.

The service for the Refuges is currently provided to the Council by Hestia under a contract which expires on 31st March 2017.

All requests for the relevant staffing information, to allow tenderers to take account of TUPE requirements, should be made direct to the respective company at the address below:

Gayle Lowery-Jones, Deputy Director of Operational Services, Hestia

E-mail: [Gayle.lowery-jones@hestia.org](mailto:Gayle.lowery-jones@hestia.org)

Telephone number: 07896 240666

Hestia will provide TUPE information within 5 days of the request being raised.

Tenderers' pricing models must include the costs associated with the TUPE transfer of these employees. If the costs associated with a TUPE transfer (including pensions costs) are subsequently found to be lower than envisaged, the Service Provider shall make a corresponding reduction in the contract price.