

**Invitation to Tender**

**CWC24071 Provision of Emergency & Homelessness Prevention Service for Young People**

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1. **Introduction to the Wolverhampton City Council**
   1. For more information about Wolverhampton City Council (The Council) please see our Corporate Plan in Appendix A.
   2. For further information please see [www.wolverhampton.gov.uk](http://www.wolverhampton.gov.uk)
2. **Procedure**
   1. The Council has chosen to utilise Regulation 74 of the Public Contracts Regulations 2015 (SI 2015/102) (“the 2015 Regulations”) namely the Light Touch Procedure.
3. **Contract term**
   1. The initial term will be for five (5) years, with the option for up to a further 2 years on one (1) plus one (1) year extensions on an annual basis at the sole discretion of the council.
   2. The contract will be based on minimum acceptable performance being met by the tenderer as identified via key performance indicators. The total contract term will not exceed seven (7) years.
   3. The Contract is intending to commencement the contract on 1 October 2024 or as otherwise agreed between the parties.
4. **Criteria of Tender and Evaluation**
   1. The Council are seeking to engage with the market to meet its obligations Public Contract Regulations 2015 and obtain best value for the residents of Wolverhampton.
   2. All documents must be completed in English.
   3. All Prices submitted must be in Pounds Sterling and exclude Value Added Tax.
   4. Variant bids will not be accepted.
   5. The Council reserve the right to retain all proposals from bidders.
   6. It is the responsibility of tenderers to submit bids in compliance with the rules of the ITT, Specification and Contract Terms and Conditions.
   7. It is an express condition of this Invitation to Tender (ITT) that tenderers must unequivocally accept the ITT, Specification and Contract Terms and Conditions (subject to the amendment of obvious errors or omissions). Returning a completed Bid confirms your acceptance of this condition.
   8. Evasive, unclear, hedged or qualified Tenders, at the Councils discretion, will be taken as a rejection by the Tenderer of the terms set out in this ITT and will cause the Tenderer’s Tender to be rejected as non-compliant.
   9. Tenderers are responsible for ensuring that all information supplied is accurate and current and in accordance with the requirements of this ITT, to ensure the Council has the correct information to make the evaluation. Changes to the information provided in the tender by the tenderer must be notified to the Council in writing within 2 days from the date the tenderer became aware.
   10. In submitting its responses, the Tenderer warrants, represents and undertakes to the Council that it has full power and authority to respond to the Tender Pack and to perform the obligations in relation to the contract and will, if requested produce evidence of such to the Councils’ reasonable satisfaction.
   11. All clarification questions must be submitted via the Council`s tender portal Due North unless a technical fault has prevented this. Technical issues should be reported to the Council as soon as the tenderer becomes aware of them. Tenderers contacting Council employees directly for clarification information will be redirected to request information via the portal. Technical issues can be dealt with by way of phone or email.
   12. The Council will publish via tender portal Due North in an anonymised format, all queries submitted and the Council’s responses to such queries for the benefit of all Tenderers.
   13. Any questions deemed to be commercially confidential should be clearly marked and the Council will decide in its absolute discretion whether the question submitted and the Council’s response to the question are commercially confidential or whether they should be made available to all Tenderers. In such circumstances the Tenderer will be notified and given the option to withdraw the query within 2 days.
   14. All tenderers will be treated equally, and tender responses will be assessed objectively throughout the evaluation process.
   15. The Council will carry out an initial examination of the Tender Responses it receives to ensure compliance and completeness.
   16. In particular, the tenders will first be reviewed to ensure that:

* The Tender has been submitted in accordance with the Council’s requirements/ instructions which have been notified to Tenderers;
* The Tender is sufficiently complete to enable the Tender to be evaluated in accordance with the evaluation methodology;
* Tenders that are non-compliant with the requirements of this ITT will be rejected at this stage without further evaluation.
  1. All Tenders which pass the compliance check will be subject to full assessment and evaluation.
  2. Once the initial examination has been completed the technical/quality submission will be evaluated, the pricing element is only released for evaluation once quality evaluation is completed.
  3. The Council will reject any tenderer who does not pass all mandatory pass/fail questions within the process.
  4. The Council will evaluate each tender against the award criteria. The award criteria are made up of two sections:
* The quality section, which evaluates how suppliers propose to deliver the service; and
* The commercial section, which evaluates the price this is only evaluated once the quality evaluation has been completed
  1. The Council may seek clarification from individual Tenderers in order to assist its understanding of a given tender and where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly and in a clear manner. Vague or ambiguous answers within the tender submission or clarification responses are likely to score poorly or render the tender non-compliant. Information submitted by the tenderers via the portal in response to clarification questions will be taken into account when evaluating the tenders and incorporated into the contract document.
  2. The successful Tender Response will be that which is found to be the most economically advantageous tender, having achieved the highest score following evaluation and scoring in accordance with the award criteria and scoring methodology in schedule 2.
  3. All information conveyed within a Tenderer's tender response will be relied upon as being true and accurate and will form a direct part of the contract or be the subject of contractual commitments. If any of the information given within a Tenderer's tender response is subsequently identified as being inaccurate, this will exclude that organisation from further consideration pre-contract award. In the event of such an eventuality post contract award, the Council reserves any right of termination and other remedies which may arise.
  4. At the point of contract award, the successful Tenderer will be required to provide copies of the documents relevant to the Standard Selection Questionnaire (SSQ) found in part 1 of the Due North portal questionnaire (e.g. Insurance Certificates) and any other supporting documents. These documents if relevant will need to be refreshed on an annual basis.
  5. If the Tenderer becomes aware of any circumstance that would have an impact on its response it shall immediately inform the Council in writing.
  6. The tenders shall remain open to acceptance for a period of 180 days from the closing date for the receipt of tender submissions.
  7. Tenderers shall bear their own costs and in no circumstances whatsoever shall the Council become liable for any bidding costs, nor shall the Council be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a tenderer as a result of that tenderer not being awarded one or more Contracts pursuant to this procurement process. The Council shall similarly not be liable if the procurement process is cancelled, whatever the reason.
  8. The Council may seek to recover any costs associated the tender process if on conclusion and award the winning tenderer does not execute the contract with the Council and the Council is required to re-run the tender.
  9. Nothing contained in the tender pack or in any other communication made between the Council and the tenderer shall be taken as constituting a contract, agreement, warranty or representation between the Council and the tenderer (excluding any formal award of contract made by the Council or any formal express legal agreement).
  10. Whilst this Documentation has been prepared in good faith, it is not purported to be comprehensive.
  11. Any tenderer who directly or indirectly canvasses any elected member, officer or employee of the Council concerning the Documentation, the Tender Process or who directly or indirectly obtains or attempts to obtain information from any such person mentioned above concerning any other tenderer will be disqualified from bidding.
  12. **Warning in relation to Cartels** - Cartels are formed when businesses agree or persuaded not to compete with each other. Price-fixing, bid-rigging and market-sharing are some of the most serious types of business cartels and are illegal. Business cartels are unfair; they cheat customers, who end up paying more for lower quality goods and services. The Competition & Markets Authority have provided some general advice on how to report and avoid this type of activity <https://stopcartels.campaign.gov.uk>

1. **Instructions for the Preparation of Tender**
   1. Please see Appendix B
2. **Confidentiality and Copyright**
   1. Tenderers must treat the tender documents and all details contained therein, as private and confidential. If for any reason you have received this document in error, The Council request that you destroy the document immediately.
   2. Tenderers are to note that this tender and any other documents subsequently issued by the Council as part of this procurement process are to be considered as Confidential Information and as such are to be dealt with by the Tenderer in a way it deals with its own Confidential Information. For avoidance of doubt, no publicity regarding this process or publication of any documents associated with this procurement will be permitted unless or until the Council has given its express written consent.
   3. Tenderers should note that The Council is subject to the Freedom of Information Act 2000. The Council will therefore be required to disclose any information you provide to The Council under the Freedom of Information Act 2000 unless The Council can establish that it is both commercially sensitive and that the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.
   4. In any case, The Council reserve the right to make publicly available any information submitted by any Tenderers in response to this ITT, except where:

it refers to individual customers or members of staff; or

it is genuinely commercially confidential and clearly marked as such.

* 1. During the tender period, The Council will not disclose to any person (apart from their professional advisers) genuinely commercially sensitive or confidential information communicated as such to them by any tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.
  2. Tenderers are required to keep confidential to themselves and their professional advisers all information provided to them. If in doubt as to whether information is confidential (or whether it will be disclosed), Tenderers should seek clarification from The Council.
  3. Copyright in this ITT and any documentation issued with it belongs to The Council. Tenderers should either return this ITT and supporting documentation after the procurement (if The Council so directs) or destroy it.

1. **Commercial**
   1. Prices quoted will be deemed to be fixed for the first 3 years of the contract. CPI indexation as the maximum will be allowed at the start of year 4, with options for further negotiation each year after.
   2. Proposed total contract price, including unit cost per bed night, to deliver the service in accordance with the requirements set out in the Service Specification and contracts terms and conditions.
   3. The maximum annual budget available is £98,700. No tender will be accepted where the total contract price tendered exceeds this amount**.**
   4. Tendered prices must be on the basis that they constitute firm prices capable of acceptance by the Council
   5. Prices are “all-inclusive” in nature and further charges will not be accepted by The Council.
   6. All pricing should exclude value added tax.
   7. The Council may require justification of the submitted costs if these are considered to be abnormally low. The Council reserves the right to seek from the tenderer any evidence or justification of such fees as it sees fit. If the tenderer is unable to provide a satisfactory justification, the Council may reject the tender proposal as being non-compliant.
   8. For this tender, bidders are required to have turnover twice the value of the contract value and need to confirm this.
2. **Minimum Standards and Award Criteria**
   1. Tender Responses will be evaluated in accordance with the award criteria and scoring mechanism detailed in this document.
   2. The award process will be as follows**:**

* The highest scoring tenderer will be awarded the contract.
* The overall award criteria for this Contract has been set at;

Quality 80%

Price 20%

The total of the award criteria for the weighted sections above (100%) will be calculated and added together to give the final score of the tenderers bid

* 1. For a detailed overview of the minimal acceptable standards and award criteria please see Schedule 2.
  2. In the event of a score draw, further quality question(s) will be asked which will be evaluated in line with existing tender process. The eventual highest scoring tender will be awarded the contract.

1. **Tender Timetable**

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| --- | --- |
| **Milestone** | **Date** |
| Invitation to tender issued | 4th July 2024 |
| Last date for tender clarifications from tenderer | 19th July 2024 |
| Receipt of tenders by 12:00 hrs | 5th August 2024 |
| Proposals Analysed and approval to award | 6th -23rd August 2024 |
| Debrief and standstill period | Week commencing 26th August 2024 |
| Formal Award | Week commencing 9th September 2024 |
| Mobilisation | 10th – 30th September 2024 |
| Contract Start | 1st October 2024 |

9.1 The Council reserves the right to amend the timetable and will provide suitable notice of any changes.

1. **Invoicing and Payments**
   1. The Council operates a ‘no purchase order = no invoice paid’ policy. Excluding pre-authorised exceptions, all invoices presented to the Council must quote an official purchase order number. If an official purchase order number is not included on the invoice, it will not be paid and will be returned to the supplier.
   2. All suppliers are required to invoice the Council electronically to enable the Council to process invoices in the most efficient way.
   3. The goods and/or services you supply must have been delivered to the Council and the delivery must be registered on the Council’s system (goods receipted) for you to be paid. Council employees have been instructed that all goods and services must be receipted for payment to occur.
   4. All invoices presented to the Council must include the following:
   5. Supplier name, address, official purchase order number, VAT registration number (if VAT registered), invoice number, date, item number and description, net price, VAT breakdown and gross price.
   6. Supply us with an email address which we will use to send your purchase orders to you. You can do this by emailing us at purchaseorders@wolverhampton.gov.uk with the relevant address or completing an online form at www.wolverhampton.gov.uk/supplierinformation
   7. Do not accept an order from the Council without an official purchase order number
   8. Always quote purchase order numbers when invoicing the Council
   9. All invoices must be sent electronically via the agreed process to:

[CWC.invoices@proactiscapture.com](mailto:CWC.invoices@proactiscapture.com)

* 1. The Supplier shall issue electronic invoice monthly in arrears. Wolverhampton City Council will pay the Supplier within thirty calendar days of receipt of a valid undisputed invoice, submitted in accordance with the above provisions.

1. **TUPE**
   1. The Council does believe TUPE may apply; however Tenderers should satisfy themselves of any requirements against the proposed scope of this Contract.
2. **Complaints / Feedback**
   1. Please complete the feedback form on the Due North Portal.
   2. Public Procurement Review Service - <https://www.gov.uk/government/publications/mystery-shopper-scope-and-remit>

**Schedule 1 Specification**

1. Please see appendix E.

**Schedule 2 Tender Award Criteria**

The Council’s aims are to complete the contract to the required quality, on time, and within the contract price. The tender evaluation process is designed to identify the Provider most able to deliver this contract to meet that criterion. The Council does not believe that the contract can be successfully delivered unless the Provider and the Council agree their common objectives and adopt a co-operative attitude. The overall award criteria for this contract have been set as:

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| --- | --- |
| **CRITERIA** | **Percentage** |
| Price | 20% |
| Quality | 65% |
| Social Value | 10% |
| Equality Diversity & Inclusion | 5% |
| **TOTAL** | **100%** |

|  |  |
| --- | --- |
| **Price Criteria** | **Percentage** |
| Proposed total contract price, including unit cost per bed night, to deliver the service in accordance with the requirements set out in the Service Specification and contracts terms and conditions.  The maximum annual budget available is £98,700. No tender will be accepted where the total contract price tendered exceeds this amount. | 20% |

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| **Quality Criteria** | **Percentage** |
| 1. What factors will you take into consideration when identifying appropriate emergency accommodation for young people aged 16 to 17 years old and how will you ensure that the accommodation is suitable for the young people placed with your organisation? The response should include examples where this has been successful.  As a minimum, your response should include the following:  • Type of accommodation, location and facilities  • Matching/risks  • Staffing/support and  • Legislation/standards  **Word count: Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered.  The response to this question must not exceed two sides of A4. Any method of presentation including diagrams, pictures, maps, tables, flow charts and spreadsheets are included in the word count. Please state the number of words in any of these directly underneath it. Words over the limit will not be evaluated. | 15% |
| 2. How will you plan and deliver support sessions to ensure that young people, including those with complex needs, develop their confidence and the necessary life skills to live independently and move on in a timely manner? How will you monitor the effectiveness of those sessions and ensure that the actions agreed in the sessions are implemented and achieved? The response should include examples where this has been successful.  As a minimum, your response should include the following:  • Components of an outcome focused support plan  • Young person involvement/engagement  • Key issues affecting young people learning to live alone/independently  • Collaborative working  • Barriers/issues and solutions  • Contingency plans and  • Monitoring, recording and reporting methods.  **Word count:** **Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered.  The response to this question must not exceed two sides of A4. Any method of presentation including diagrams, pictures, maps, tables, flow charts and spreadsheets are included in the word count. Please state the number of words in any of these directly underneath it. Words over the limit will not be evaluated. | 10% |
| 3. As an unregulated provision, how will you assess, improve and maintain the quality of the services you deliver and how will you identify any gaps in service provision? The response should include examples where this has been successful.  As a minimum, your response should include the following:  • Quality systems, processes and procedures  • Adherence to any nationally or internationally recognised Quality standards and/or management systems (e.g. Care Quality Commission Regulations)  • Staff recruitment and induction process  • Staff qualifications, training and competencies and  • Staff supervision and development.  **Word count: Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered.  The response to this question must not exceed two sides of A4. Any method of presentation including diagrams, pictures, maps, tables, flow charts and spreadsheets are included in the word count. Please state the number of words in any of these directly underneath it. Words over the limit will not be evaluated. | 15% |
| 4. Young people in emergency supported accommodation are often isolated, vulnerable and at risk of exploitation. It is brought to your attention that a 16-year-old is returning late to the accommodation in the company of older males; showing signs of disengagement with support staff; displaying secretive behaviour; and returning with expensive items. What are the risks? What action will you take to safeguard the young person? Which agencies will you engage with? The response should include examples where this has been successful.  As a minimum, your response should include the following:  • Risk assessment  • Procedures and policies  • Engagement of the young parent and  • Engagement of external agencies.  **Word count: Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered.  The response to this question must not exceed two sides of A4. Any method of presentation including diagrams, pictures, maps, tables, flow charts and spreadsheets are included in the word count. Please state the number of words in any of these directly underneath it. Words over the limit will not be evaluated. | 15% |
| 5. How will you ensure that your service meets the Key Performance Indicators (KPIs) identified in the service specification?  As a minimum, your response should:  • Refer to the KPIs set out in the specification document  • Provide details of any tools and/or methods that will be used and  • Provide details of how any under-performance will be addressed  **Word count: Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered.  The response to this question must not exceed two sides of A4. Any method of presentation including diagrams, pictures, maps, tables, flow charts and spreadsheets are included in the word count. Please state the number of words in any of these directly underneath it. Words over the limit will not be evaluated. | 10% |

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| **Social Value Criteria** | **Percentage** |
| What additional value will you deliver to this service particularly contribute to the wider social, economic and environmental outcomes of the City of Wolverhampton Council?  Please detail all past experience in demonstrating how your organisation achieved these outcomes.  Examples of social value are: -   * COVID-19 recovery - Helping local communities to manage and recover from the impact of COVID-19 * Tackling economic inequality – Creating new businesses, new jobs and new skills. Increasing supply chain resilience and capacity * Fighting climate change - Effective stewardship of the environment * Equal opportunity – Reducing the disability employment gap. Tackling workforce inequality * Wellbeing - Improving health and wellbeing, Improving community cohesion   **Word count:** **Max 1000 words**  Please adhere to the word limit stated for each question. Responses will only be read up to the word limit and any additional words in excess of this will not be considered. | 10% |
| **Mandatory EDI question**  See attached question on portal | 5% |

**Schedule 3 Key Performance Indicators & Continuous Improvement**

Please see service specification Appendix E

**Schedule 4 Reporting**

Please see service specification Appendix E

**Schedule 5 Contractual Review Meetings**

Please see service specification Appendix E

**Schedule 6 Definitions**

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| --- | --- |
| **Debrief and standstill period** | As identified in Regulation 87 of The Public Contract Regulations 2015 |
| **Due North** | An electronic e-tendering system utilised to notify the market of any up and coming contracts with the Council. |
| **Qualified Tenders** | Are tenders which '...include reservations or statements made to limit liabilities if that tenderer is given the contract |
| **Service Level Agreement** | Is a document which defines the relationship between two parties: the provider and the recipient. This is clearly an extremely important item of documentation for both parties. If used properly it should:  Identify and define the customer’s needs. Provide a framework for understanding  Simplify complex issues  Reduce areas of conflict  Encourage dialog in the event of disputes  Eliminate unrealistic expectations |
| **Sufficiently complete** | The information provided covers all selection and award criteria requested by The Council. This information can be utilised for evaluation purposes to determine the winning tenderer. |
| **Tender Pack** | Includes the Invitation to Tender document, pricing schedule, contract terms and any other documents such as drawings or other technical documents  . |
| **Tenderer** | A person or company that submits a bid based on the information contained in the tender pack. |
| **Transfer of Undertakings (Protection of Employment) TUPE** | As identified in The Transfer of Undertakings (Protection of Employment) Regulations 2006 |
| **Variant bid** | A variant bid complies with the basic requirements of a public body awarding a contract, using the most economically advantageous criteria, but is different from the fully compliant (mandatory) bid in certain key aspects.  For information bidders who opt to submit a variant bid (if accepted in the process) must also submit a compliant bid, and both bids will then be considered by the Council. |