

**Partnership Opportunity: Emotional Wellbeing Support for Building Better Opportunities Projects for Lancashire**

**Reference: DN445800**

**INVITATION and INSTRUCTIONS**

**TO TENDER**

**CONTENTS**

1. **BACKGROUND**
2. **BRIEF**
3. **PARTNER REQUIREMENTS AND FURTHER INFORMATION**
4. **INSTRUCTIONS FOR TENDER SUBMISSION**
5. **EVALUATION CRITERIA / PROCESS**

# BACKGROUND

Selnet Ltd is the Social Enterprise Network for Lancashire and for over 12 years Selnet has supported social enterprises across Lancashire. In 2015/16 the organisation led a 12-month process to develop three Lancashire-wide partnerships to provide specialist employability and skills support to disadvantaged people. Our partnerships consists of approximately 50 diverse delivery partners from the voluntary, community, and social enterprise sectors, coming together to deliver specialist support for key groups across Lancashire. Selnet is the lead partner and does not undertake any delivery or direct support to participants.

Building Better Opportunities (BBO) is a national programme funded by The National Lottery Community Fund (NLCF) and the European Social Fund (ESF) 2014-2020 to invest in local projects tackling the root causes of poverty, promoting social inclusion and driving local jobs and growth. Selnet is Lead Partner on three Building Better Opportunities projects; Age of Opportunity and Invest in Youth have been operational since 1st August 2016 and Changing Futures since 1st February 2017. BBO is currently contracted until 31st December 2019 and has just received permission to extend into 2022.

Over the lifetime of the project (to 2020), over 4600 disadvantaged people will benefit from support tailored to their individual needs and interests to overcome complex barriers and move towards work and training.

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

## Age of Opportunity will support 1981 people aged 50 and over. This project aims to engage with older people who live in the Lancashire LEP area and have low or no skills, thereby preventing them from engaging with training and employment opportunities. It will support them in moving towards and into employment. This project should be focused on the barriers to training, work and employment, taking an integrated approach to addressing these barriers.

## Invest in Youth will support 1091 people aged 15 to 24. This project aims to reduce the number of NEETs in the Lancashire LEP area, specifically focusing on identifying and reaching the hardest to reach young people who are furthest away from the labour market and training. It aims to provide integrated support to young people who are not already engaged in statutory provision and work. It should tackle the barriers young people face and help individuals to find routes into employment, volunteering or further learning activities. The aim of the project is for longer term reengagement rather than short term outputs.

## Changing Futures will support 1529 people of all ages (15+). This project aims to offer support to individuals who are at risk of exclusion from the labour market. It will support disadvantaged people to move towards and into employment. This project should particularly target BAME groups, women, and those with physical and/or mental health problems, supporting them to tackle the barriers they face and identify routes to work.

## Project Participants:

## All participants must meet funder eligibility criteria for the respective project. Participants must be unemployed or economically inactive as defined in the programme guidance. BBO projects are specifically for people who are most at risk of social exclusion and specific demographics are also applied to participant throughflow such as gender and ethnicity.

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

# BRIEF

Applications are invited from suitably qualified and experienced organisations to provide specialist wellbeing support to participants from each of the three projects which cover the whole of Lancashire; Age of Opportunity, Invest in Youth and Changing Futures. In early delivery of our projects it became evident that a significant proportion of BBO participants were experiencing mild to moderate mental health conditions, some diagnosed and some not. These mental health concerns can act as a barrier to progression of the individual into work or education. To this end, we procured the services of an Emotional Wellbeing provider in 2018, and this provider has been supporting BBO participants for the past year. In light of extension of all three BBO projects into 2022, we would like to continue to offer a form of emotional wellbeing support to our participants.

Proposals are sought from organisations that can help increase the scope and variety of services that our delivery staff can offer to project participants, helping to build confidence and personal skills needed to move towards positive outcomes. Our delivery teams have highlighted the need for a responsive service to help manage low level mental health concerns in participants whilst they engage with one of our projects. It is anticipated that people with severe or chronic mental health conditions will need to be referred to existing specialist health services.

Prospective partners should outline the format of their proposed offer in their tender submission, demonstrating why they deem this to be an effective approach to addressing mild to moderate mental health concerns amongst the target group. This could be in the form of short courses, activities to help people manage their conditions, 1-1 counselling or therapeutic support, or a combination of these or other approaches. Participants would access this specialist support via a referral from one of the current delivery partners within the relevant BBO project either at the start of their journey if mental health was a limiting factor to full participation or alongside other support activities whilst they are on project.

Please note that all Building Better Opportunity activity must represent additional activity to any delivery paid for by any other means.

**Funding available:**

A total of £175,000 is available for the delivery of wellbeing support to BBO participants across Lancashire. This must provide support for at least 175 participants, with value for money a consideration in assessment of proposals. An indicative breakdown of funding and participants across Lancashire is outlined in the table below.

Where there is more than one high scoring tender for an area, Selnet reserves the right to distribute the total funding between multiple organisations in order to obtain the best possible offer for project participants.

|  |  |
| --- | --- |
|  | **Delivery Areas**  Blackburn with Darwen, Burnley, Pendle, Hyndburn, Rossendale, Ribble Valley, Chorley, South Ribble, Preston, West Lancashire, Blackpool, Fylde, Wyre, Lancaster and Morecambe. |
| **Participants** | 175 |
| **Age of Opportunity Project** (for funder info only £50,000) | 50 |
| **Invest in Youth Project** (for funder info only £50,000) | 50 |
| **Changing Futures Project** (for funder info only £75,000) | 75 |

# PARTNER REQUIREMENTS AND FURTHER INFORMATION

**We are looking for organisations:**

* With experience and track record of engaging and supporting people with poor mental health and experience of delivering low level therapeutic support
* With evidence of a variety of established intervention that have resulted in positive outcomes for service users
* That can identify when the individual’s need is severe or at crisis level and can signpost swiftly and effectively to the suitable alternative provision
* Committed to collaborative, partnership-focused working
* Committed to changing the lives of disadvantaged people and embracing diversity
* Who can add value to BBO projects and support other partners to recruit suitable participants
* With capacity and capability to manage the strict requirements of our funders European Social Fund and The National Lottery Community Fund
* Ready to commence delivery by February 2020 or earlier

**Existing Partners**

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

**Due Diligence**

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

**Delivery Dates**

Delivery will need to start no later than February 2020 and will end around September 2021 subject to budget. The dates provided in the table below are indicative only and may be subject to change. They are provided for your guidance.

|  |  |
| --- | --- |
| **PROCESS** | **DATE** |
| Issue Instructions to Tenders | 06/11/2019 |
| Deadline for clarifications | 25/11/2019 |
| Deadline for receipt of Tenders | 27/11/2019 |
| Evaluation of Tenders | 28-29/11/2019 |
| Clarification Interviews (if required) | Week commencing 02/12/2019 |
| Award of Contract | 06/12/2019 |
| Contract Start Date | February 2020 or earlier |

**Partnership Arrangements**

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

**TUPE and Pensions**

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

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

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

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

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

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

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

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

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

**Marketing**

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

**Guidance and Training**

Support will be offered to the successful tenderer on the subject of financial claims submissions and completing participant documentation. As with all ESF funded projects the level of administrative work involved in the BBO projects is high and it is recommended that a suitable level of admin support is built into the costings within your proposal.

**Funding and Payment**

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

Grant payments will be made quarterly in advance according to an agreed profile, a project expenditure claim must be submitted monthly or quarterly as agreed and any underspend or ineligible spend must be returned to the lead partner. It is the individual partner’s responsibility to ensure that all expenditure is made in line with funder requirements. Guidance will be provided within the collaboration agreement, through a partner handbook, and via a dedicated BBO partner website.

**Management information and Security**

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

**Quality, Compliance and Evaluation**

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

**Legislation / Health & Safety**

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

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

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

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

# INSTRUCTIONS FOR TENDER SUBMISSION

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

The Tender Return Document attached must be completed and uploaded by you as part of your submission.

|  |
| --- |
| Information to be provided |
| 1. Signed NDA – once this has been uploaded to The Chest (via the messaging area) you will be issued with the TUPE information. |
| 1. Grounds for Exclusion Questionnaire: **Important -** please note that you are required to complete a number of elements of the questionnaire directly on The Chest supplier portal. You must also complete the questions included in the Tender Return Document. |
| 1. References - within Tender Return Document |
| 1. Method Statement Responses – within Tender Return Document |
| 1. Pricing Information – within Tender Return Document |
| 1. **Signed Declaration / Form of Tender –** within Tender Return Document |
| 1. **Certificate of Non-Collusion and Non-Canvassing –** within Tender Return Document |
| 1. **Confidential & Commercially Sensitive Information -** within Tender Return Document |

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

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

**Clarification**

Should you require clarification in respect of anything contained within this Invitation to Tender please submit your question via the Messaging section on The Chest only. Clarifications must be received by 22/11/2019. Clarifications received after this date may not be responded to. Correspondence sent elsewhere will not be processed. We reserve the right to circulate your query and the response, to other Tenderers.

**EVALUATION CRITERIA / PROCESS**

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

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

**How we will evaluate Quality**

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

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

**How we will evaluate Price**

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

Selnet cannot guarantee the amount of business which will be generated to the successful tenderer - any stated volumes, quantities or usages are a guide only. Should the requirements or budget alter these will be subject to change and may increase or decrease accordingly. It is expected that the successful tenderer is adequately resourced to accommodate such changes and will provide a total supply / service for the required period, whether greater or smaller at the tendered rates.

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

We reserve the right to clarify aspects of the tenderer’s financial model and pricing (should they wish to do so) as permitted under Regulation 69 of the Public Contracts Regulations 2015.

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

**Clarification Interviews**

We reserve the right to hold interviews with tenderers and you **may** be asked to attend a formal interview during week commencing 02/12/2019, for clarification purposes. This will give the scoring panel the opportunity to re-visit the method statements and this may result in the initial scoring being altered up or down as appropriate.

**Due Diligence**

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

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

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

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

**References**

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

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

We reserve the right not to enter into an agreement with the Preferred Tenderer should any of the references prove unsatisfactory.

**Additional Information**

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

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

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

If at award stage the Preferred Tenderer chooses not to accept the offer to enter in to an agreement, we reserve the right to award to the next highest scoring tenderer and so on.

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

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