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Access to Work Mental Health Support Service
Instructions to Bidders



Department
for Work &
Pensions

Access to Work: Mental Health Support Services
Mini-Competition

itt_21940

Instructions to Bidders

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GLOSSARY OF TERMS

AtW: MHSS	DWP's Access to Work: Mental Health Support Service programme.
AtW: MHSS Bidder	A CAEHRS, Lot 8 (National) provider bidding or, where the context requires, considering bidding in the AtW: MHSS Mini-Competition.
AtW: MHSS Contract	A contract awarded by DWP to a successful AtW: MHSS Bidder following the conclusion of the AtW: MHSS Mini-Competition, a draft of which is provided as part of the AtW: MHSS ITT.
AtW: MHSS ITT	The suite of documents issued by DWP through the Jaggaer Portal which form the invitation to participate in the AtW: MHSS Mini Competition.
AtW: MHSS ITT Information	All information contained in the AtW: MHSS ITT.
AtW: MHSS Mini-Competition	The competitive procedure run under CAEHRS by DWP to award the AtW: MHSS Contract(s) pursuant to the ATW: MHSS ITT.
AtW: MHSS Specification	The specification for AtW: MHSS issued by DWP as part of the AtW: MHSS ITT.
AtW: MHSS Tender	A tender submitted in response to the AtW: MHSS ITT.
Authority or DWP	The Secretary of State for Work and Pensions of Tothill Street, London, SW1H 9NA, acting as part of the Crown through his/her representatives in the Department for Work and Pensions.
CAEHRS	The Commercial Agreement for the provision of Employment and Health Related Services, being a framework style commercial agreement for the provision of employment and health related services pursuant to which this AtW: MHSS Mini Competition is being conducted.
CAEHRS Provider	Has the meaning given to it in CAEHRS.
CCR	The Contract Cost Register which forms part of this AtW: MHSS ITT and which an AtW: MHSS Bidder must complete as part of its AtW: MHSS Tender.
Contractor Financial Capacity	Has the meaning given to it in CAEHRS.
EIR	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
FOIA	The Freedom of Information Act 2000 as amended, and any subordinate legislation made thereunder from time to time together with any

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	guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Full Financial Viability Risk Assessment or FVRA	The financial risk assessment that the Authority undertakes in order to assess a potential AtW: MHSS Bidder's financial status, as per paragraph 5.1 of Section F of these ITB.
Group	In relation to a company, "Group" means that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (as such terms are defined in section 1159 of the Companies Act 2006).
Information Security Questionnaire	The questionnaire provided via the Jaggaer Portal by the Authority for the AtW: MHSS Bidder to complete and which is used by the Authority to assess an AtW: MHSS Bidder's compliance with the Authority's Security Requirements (as defined in Schedule 2.4 of the draft AtW: MHSS Contract).
ITB	These Instructions to Bidders which form part of the ATW: MHSS ITT.
Jaggaer Portal	DWP's eProcurement Solution (ePS) portal.
Moderator	The person(s) appointed by the Authority to facilitate the moderation process described in paragraphs 3.2 and 3.3 of Section D.
Parent Company	A "holding company" as defined in section 1159 of the Companies Act 2006.
PCR	Public Contracts Regulations 2015.
Price per Quality Point or PQP	The evaluation methodology that the Authority will use to evaluate AtW: MHSS Tenders, as per paragraph 4, Section D of these ITB.
Price per Quality Point Score or PQP Score	The final score for each AtW: MHSS Tender, calculated in accordance with paragraphs 4.2 to 4.4, Section D of these ITB.
Relevant Contractor Financial Capacity	Has the meaning given to it in CAEHRS.
Services	The services to be provided by a successful AtW: MHSS Bidder under the AtW: MHSS Contract, including under the AtW: MHSS Specification.
SME	A small or medium-sized enterprise, as defined in European Commission Recommendation 2003/361/EC.
Social Value Award Criteria	The award criteria used to evaluate Technical Question 4.1 – Social Value, as detailed under

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	the Model Award Criteria and sub-criteria columns of Theme 5: Wellbeing in the following document: Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf (publishing.service.gov.uk)
Standstill Period	The period following the issue of the contract award notice, being the period set out in the procurement timetable at Section B of this ITB, or such other time and date as may be subsequently communicated by the Authority to AtW: MHSS Bidders for these purposes.
Submission Deadline	The final time and date for receipt of AtW: MHSS Tenders by the Authority, being the time and date set out in the procurement timetable at Section B of this ITB, or such other time and date as may be subsequently communicated by the Authority to AtW: MHSS Bidders for these purposes.
Supplier A	Has the meaning given to it in paragraph 3 of Section 2 of the AtW: MHSS Specification
Supplier B	Has the meaning given to it in paragraph 3 of Section 2 of the AtW: MHSS Specification
Technical Envelope	The section of this AtW: MHSS ITT titled “Section E: Technical Envelope”, which contains the qualitative evaluation questions an AtW: MHSS Bidder is to answer as part of its AtW: MHSS Tender.
Technical Questions	Questions in the Technical Envelope.
Technical Score or Quality (Technical) Score	The final score for the Technical Questions for each AtW: MHSS Tender, following the evaluation of the Technical Envelope, as set out in in Section E of these ITB.
Total Contract Value	The figure set out in cell R59 of the ‘Annual Cost Register’ in the CCR, being the total costs included within the CCR including risk premiums and profit.
Total Unit Cost	The figure set out in cell M69 of the ‘Volumes’ tab in the CCR, being the Total Possible Fee as defined in the AtW: MHSS Specification.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006.
TUPE Risk Premium	The risk premium submitted as part of an AtW: MHSS Tender in respect of potential Additional TUPE Costs.
you	An AtW: MHSS Bidder (and “your” shall be interpreted accordingly).

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SECTION A: INTRODUCTION AND GENERAL INFORMATION

1 Introduction

- 1.1 These ITB are for an AtW: MHSS Mini-Competition pursuant to which DWP has the intention to award two AtW: MHSS Contracts in accordance with Section E of the CAEHRS. This AtW: MHSS Mini-Competition is applicable to CAEHRS Providers in Lot 8 – National who, as at the date of the AtW: ITT:

1.1.1 are not Suspended (as defined in the CAEHRS); and

1.1.2 have Relevant Contractor Financial Capacity.

For the avoidance of doubt:

1.1.3 no AtW: MHSS Bidder shall be entitled to win more than one AtW: MHSS Contract; and

1.1.4 there are no CPAs (as defined in the CAEHRS) – each AtW: MHSS Contract will cover the same geographic area, as more particularly described in the AtW: MHSS Specification. Each successful AtW: MHSS Bidder will, however, be assigned as Supplier A or Supplier B (per these ITB and the AtW: MHSS Specification).

- 1.2 The AtW: MHSS ITT has been specifically designed to enable DWP to identify the most suitable AtW: MHSS Tenders to deliver DWP's requirement for the Services to DWP. The AtW: MHSS ITT is a request for a proposal from the AtW: MHSS Bidders and is not a contract or an offer capable of acceptance by any AtW: MHSS Bidder. The AtW: MHSS ITT shall not otherwise have contractual effect between the DWP and any other person. Participation in the AtW: MHSS Mini-Competition does not create any form of contract (implied or otherwise) between DWP and any AtW: MHSS Bidder.

- 1.3 DWP recommends that each AtW: MHSS Bidder fully reviews the AtW: MHSS ITT before any input to the Jaggaer Portal in response to the AtW: MHSS ITT.

2 General Information

- 2.1 Not used.

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- 2.2 This ITB contains information and instructions to help AtW: MHSS Bidders to complete their AtW: MHSS Tender. It is important that information is provided in the format and order specified by DWP, as non-compliance with these ITB may result in disqualification of the relevant AtW: MHSS Tender, at DWP's sole discretion.

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SECTION B: TENDER TIMELINE

1 AtW: MHSS Mini-Competition Timetable

- 1.1 Set out below is the proposed timetable for the key milestones for the AtW: MHSS Mini-Competition. This is intended as a **guide**. Although DWP does not intend to depart significantly from the dates shown below they may be amended by DWP at its absolute discretion.

Key milestone(s)	Date(s)
AtW: MHSS ITT issued via Jaggaer Portal	10 November 2023
Period in which AtW: MHSS Bidders may raise clarification questions with DWP via Jaggaer Portal	13 November 2023 – 10:00am on 23 November 2023
Final clarification Q&A log to be published via Jaggaer Portal	30 November 2023
Submission Deadline	10:00am on 15 December 2023
ATW: MHSS Tender evaluation and clarification period	08 January 2024 – 02 February 2024
Internal governance and approvals	05 February 2024 – 27 March 2024
Notification of successful/unsuccessful AtW: MHSS Tenders	28 March 2024
Standstill Period	29 March 2024 – 8 April 2024
AtW: MHSS Contracts signed by DWP and successful AtW: MHSS Bidders; start of handover	9 April 2024 – 19 April 2024
Referral Period Start Date (see Schedule 1 of the draft AtW: MHSS Contract)	20 August 2024

2 Submission Deadline

- 2.1 AtW: MHSS Bidders must submit their ATW: MHSS Tenders in the manner prescribed in these ITB no later than the Submission Deadline.
- 2.2 Any AtW: MHSS Tender received after the Submission Deadline or by any method other than via the Jaggaer Portal will not be considered.
- 2.3 By issuing the AtW: MHSS ITT, the Authority is not bound in any way and does not have to accept any AtW: MHSS Tender and may cancel the procurement process at any time at its discretion.

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3. Contract Award

- 3.1 Once the Authority has reached a decision in respect of which AtW: MHSS Tenders have been successful, it will notify all AtW: MHSS Bidders of that decision and shall hold a Standstill Period.
- 3.2 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the Standstill Period concluded, no AtW: MHSS Contract will be entered into.

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SECTION C: INSTRUCTIONS FOR ATW: MHSS BIDDERS

1 Administration

- 1.1 The Authority administers procurements electronically via the Jaggaer Portal. No hard copy documents will be issued and all communications with DWP (including submission of AtW: MHSS Tenders) must be conducted via the Jaggaer Portal.
- 1.2 To ensure all communications relating to the AtW: MHSS Mini-Competition are received, each AtW: MHSS Bidder must ensure that the point of contact it nominates in the Jaggaer Portal is accurate at all times. Access to the Jaggaer Portal is available 24 hours a day, 7 days a week and 365 days a year anywhere in the world via the internet unless notified otherwise by the Jaggaer Portal.
- 1.3 Support available to help AtW: MHSS Bidders to understand and use the system includes:
 - Freephone helpdesk 0800 069 8630, available Mon-Fri 8am to 6pm (UK time in English language only)
 - Helpdesk via email: help@bravosolution.co.uk
 - Help guides available with the Jaggaer Portal
- 1.4 AtW: MHSS Bidders must ensure that their Jaggaer Portal registration directly relates to the correct legal entity within the AtW: MHSS Bidder organisation which submits the AtW: MHSS Tender (for example, some organisations have several subsidiaries so registration needs to apply to the actual legal entity within the organisation which will enter into the AtW: MHSS Contract if successful in the AtW: MHSS Mini-Competition).

2 Inputting Information

- 2.1 Use the online 'Help for Providers' function - the content is designed to explain the Jaggaer Portal in business terms, allowing you to quickly understand the features and benefits of the software. 'Help for Providers' content is presented by modules and divided into process activities.
- 2.2 Save regularly - For security reasons your access to the Jaggaer Portal will 'time out' if inactive for more than 15 minutes if you do not click "save" within this time. Failure

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to do so means you risk losing your work - this is part of strict government requirements to maintain security and tender integrity and cannot be changed. Note: typing does not mean you are active on the Jaggaer Portal.

- 2.3 Please ensure that 'pop ups' are not blocked on your browser. Should you be at risk of being deemed inactive for more than 15 minutes, the Jaggaer Portal will notify you through a 'pop up'. It is vital that that you are able to see this in order to click the 'Refresh' link in this 'pop up' so you are not disconnected from the Jaggaer Portal and do not lose any unsaved information.
- 2.4 Please allow sufficient time to complete your AtW: MHSS Tender in advance of the Submission Deadline. If you experience connection problems, you may miss the Submission Deadline. The Authority will not accept late AtW: MHSS Tenders. We advise you to upload generic information early to avoid last minute time pressures.
- 2.5 Please ensure you have all mandatory responses completed before submitting your AtW: MHSS Tender. Failure to do this will result in your response not being visible to DWP. The 'submit response' button is at the top centre of the screen.
- 2.6 If the Authority makes any changes to the settings and questions area of a live/running Tender, AtW: MHSS Bidders will receive a message prompt from the Authority. This is to ensure that changes are brought to the attention of AtW: MHSS Bidders. Generally, this will not mean re-entering information, but you should read the message carefully for any instructions, as it is each AtW: MHSS Bidder's responsibility to ensure that responses to each question are uploaded correctly.
- 2.7 Whilst the Jaggaer Portal allows for large individual attachment sizes (max 50mb at a time), we recommend that you keep attachments to a manageable size to ensure ease & speed of access. Only attach documents that DWP has requested and make sure that you attach them in the correct area.
- 2.8 If you have any software queries refer to 'Help for Suppliers' in the first instance, if you still have an issue email or telephone the Jaggaer helpdesk with a tender reference, a clear description of the problem and your contact details (ensure that you leave plenty of time for issues to be resolved prior to any deadlines).
- 2.9 Do not use the 'Back' or 'Forward' buttons on your browser, as you could potentially lose your work. Please use the links on the Jaggaer Portal to navigate through AtW: MHSS ITT.

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- 2.10 To understand icons, use your mouse to 'hover' over the icon and view the 'ToolTip'. Please note that text responses are deliberately capped at 2000 characters. If DWP requires a larger response, they will add an additional text box or an 'Attachment' question. Also note that numeric fields will not accept text, spaces, symbols etc. Note the red asterisk indicates a mandatory field - this must be completed in order to submit your response to DWP.
- 2.11 If you are delegating your response to someone else within your organisation to complete, please ensure that your colleagues are aware of this information and relatively PC literate (MS Office/Explorer).
- 2.12 Please treat your Jaggaer Portal logins securely - if you believe that you have lost your password - please log onto the website and click onto "Forgotten your password?" and follow the instructions.
- 2.13 We recommend allowing time for a final check to be undertaken prior to the Submission Deadline. It will not be possible to upload any further information after the Submission Deadline. IT problems within AtW: MHSS Bidders' systems will not be considered reasonable grounds for late submission.
- 2.14 Where a question requires the upload of a document, then that document must be completed in the format specified within the question. Files submitted in any other format will not be accepted. All acronyms and abbreviations, if used, must be fully explained. You should not assume that DWP has any prior knowledge in relation to any answers you give to questions, even where an example within such an answer relates to services you have previously provided to DWP.
- 2.15 Within the Jaggaer Portal, AtW: MHSS Bidders are able to submit, modify and resubmit responses to different parts of the AtW: MHSS ITT at any time prior to the Submission Deadline. Each AtW: MHSS Bidder must ensure that, by the Submission Deadline, a single and complete AtW: MHSS Tender is submitted through the Jaggaer Portal.

3 Right to Verify Information Provided

- 3.1 DWP may contact (or may require the AtW: MHSS Bidder to contact on its behalf) any of an AtW: MHSS Bidder's customers, members of its Group, sub-contractors or other third parties to whom information relates in the AtW: MHSS Tender, to ask that they testify that such information is accurate and true. Where such information does

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not substantiate the AtW: MHSS Tender, DWP reserves the right to reject the AtW: MHSS Tender on the basis of false or misleading statements.

- 3.2 DWP reserves the right to seek third party independent advice or assistance to validate information submitted by an AtW: MHSS Bidder and/or to assist in the evaluation of the AtW: MHSS Tender.
- 3.3 DWP reserves the right and may require an AtW: MHSS Bidder to allow DWP to conduct site visits of any premises indicated by an AtW: MHSS Bidder to be used in connection with their AtW: MHSS Tender. Where such information does not substantiate the AtW: MHSS Tender, DWP reserves the right to reject the AtW: MHSS Tender on the basis of false or misleading statements.
- 3.4 DWP may require an AtW: MHSS Bidder to clarify aspects of its AtW: MHSS Tender in writing and/or provide additional information. Failure to respond adequately may result in the rejection of the AtW: MHSS Tender and its elimination from further participation in all or part of the AtW: MHSS Mini-Competition.
- 3.5 AtW: MHSS Tenders shall remain valid and capable of acceptance for 180 days from the Submission Deadline.

4 Authority's Terms and Conditions

- 4.1 AtW: MHSS Bidders are not permitted to submit their own terms and conditions.

5 Conduct - General

- 5.1 The AtW: MHSS Bidders shall abide by the AtW: MHSS ITT.
- 5.2 An obligation on the AtW: MHSS Bidder to do, or to refrain from doing, any act or thing under the AtW: MHSS ITT including these ITB shall include an obligation upon the AtW: MHSS Bidder to assure that all its directors, office holders, staff, companies within its Group, sub-contractors, advisers or agents involved or connected with the AtW: MHSS Mini-Competition also do, or refrain from doing, such act or thing.

6 Conduct – Specific Obligations

- 6.1 Canvassing:
 - 6.1.1 AtW: MHSS Bidders must not directly or indirectly canvass any Minister, officer, public sector employee, member or agent regarding the AtW: MHSS Mini-Competition or attempt to obtain any information from the same

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regarding the AtW: MHSS Mini-Competition (except where and as permitted by the AtW: MHSS ITT). Any attempt by an AtW: MHSS Bidder to do so may result in that AtW: MHSS Bidder's disqualification from the AtW: MHSS Mini-Competition.

6.2 Involvement in multiple tenders:

6.2.1 If an AtW: MHSS Bidder is involved with the submission of multiple AtW: MHSS Tenders, including (but not limited to):

- where it submits an AtW: MHSS Tender in its own name and:
- it is a sub-contractor on another AtW: MHSS Tender; or
- it is a company and another company in its Group has submitted another AtW: MHSS Tender; or
- where a sub-contractor is involved in multiple AtW: MHSS Tenders,

then DWP reserves the right to make further enquiries regarding each of the relevant AtW: MHSS Tenders to satisfy itself, in DWP's absolute discretion, that such involvement does not, in DWP's opinion, cause potential or actual conflicts of interest, supplier capacity problems, restrictions or distortions in competition which are unacceptable from DWP's perspective. DWP may request that an AtW: MHSS Bidder amend or withdraw all or part of its AtW: MHSS Tender if, in DWP's opinion and at its absolute discretion, any of the above issues have arisen or may arise. DWP reserves the right to reject an AtW: MHSS Tender on this basis.

7 Collusive Behaviour

7.1 An AtW: MHSS Bidder must not:

- (1) fix or adjust any element of its AtW: MHSS Tender by agreement or arrangement with any other person, except where, but subject always to paragraph 6.2 of Section C, such acts are undertaken with persons who are also participants in the relevant AtW: MHSS Tender, such as companies within its Group or sub-contractors, or where disclosure to such person is made in

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confidence in order to obtain quotations necessary for the preparation of its tender or obtain any necessary security;

- (2) communicate with any person other than the Authority the value, price or rates set out in its AtW: MHSS Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person, except where, but subject always to paragraph 6.2 of Section C, such communication is undertaken with persons who are also participants in the relevant AtW: MHSS Tender, such as companies within its Group or sub-contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its tender or obtain any necessary security;
- (3) enter into any agreement or arrangement with any other person, so that person refrains from submitting an AtW: MHSS Tender;
- (4) save as permitted elsewhere in this paragraph 7.1 of Section C, share, permit or disclose to another person, access to any information relating to its AtW: MHSS Tender (or another AtW: MHSS Tender with which it has an involvement as indicated above); or
- (5) offer or agree to pay or give or do pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its AtW: MHSS Tender, any other AtW: MHSS Tender or proposed AtW: MHSS Tender, any act or omission.

- 7.2 If an AtW: MHSS Bidder breaches paragraph 7.1 of Section C, DWP may (without prejudice to any other criminal or civil remedies available to it) exclude the AtW: MHSS Bidder from further participation in the AtW: MHSS Mini-Competition and consider its options under CAEHRS.
- 7.3 DWP may require an AtW: MHSS Bidder to put in place any procedures or undertake any such action(s) that DWP in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

8 Costs and Expenses

- 8.1 DWP will not reimburse any costs incurred by an AtW: MHSS Bidder (including the costs or expenses of any members of its Group, sub-contractors or advisors) in

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connection with the preparation and/or submission of the AtW: MHSS Tender, including (without limit) where:

- the AtW: MHSS Mini-Competition is cancelled, shortened or delayed for any reason (including, without limitation, where such action is necessary due to non-compliance or potential non-compliance with the law, including the PCR);
- all or any part of the AtW: MHSS ITT is at any time amended, clarified, added to or withdrawn for any reason;
- the AtW: MHSS Mini-Competition or any part of it is not concluded or a contract not awarded in respect of some or all of the Services; or
- the AtW: MHSS Bidder and/or its AtW: MHSS Tender is disqualified from participation in the AtW: MHSS Mini-Competition for any reason, including but not limited to breach of the AtW: MHSS ITT.

9 Confidentiality

9.1 Subject to the exceptions referred to in Section C paragraph 9.2 the contents of the AtW: MHSS ITT are being made available by DWP on the conditions that each AtW: MHSS Bidder:

- treats all the AtW: MHSS ITT Information as confidential at all times, unless the AtW: MHSS ITT Information is already in the public domain;
- does not disclose, copy, reproduce, distribute or pass any of the AtW: MHSS ITT Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the AtW: MHSS ITT Information has been publicised in accordance with Section C, paragraph 10 (Freedom of Information) or Section C, paragraph 11 (Transparency);
- only uses the AtW: MHSS ITT Information for the purposes of preparing an AtW: MHSS Tender (or deciding whether to respond); and
- does not undertake any promotional or similar activity related to the AtW: MHSS Mini-Competition within any section of the media during the AtW: MHSS Mini-

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Competition. Following the AtW: MHSS Mini-Competition, any publicity and marketing shall be governed by the AtW: MHSS Contract terms and conditions.

- 9.2 An AtW: MHSS Bidder may disclose, distribute or pass any of the AtW: MHSS ITT Information to members of its Group, sub-contractors, advisers or to any other person provided that:
- this is done for the sole purpose of enabling the AtW: MHSS Bidder to submit its AtW: MHSS Tender and the person receiving the AtW: MHSS ITT Information undertakes in writing (such written undertaking to be made available to DWP at DWP's request) to keep the AtW: MHSS ITT Information confidential on the same terms imposed by these ITB; or
 - it obtains the DWP's prior written consent in relation to such disclosure, distribution or passing of AtW: MHSS ITT Information; or
 - the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this procurement; or
 - the AtW: MHSS Bidder is legally required to make such a disclosure; or
 - the AtW: MHSS ITT Information has been published in accordance with Section C paragraphs 10 (Freedom of Information) and 11 (Transparency).
- 9.3 The Authority may disclose information submitted by AtW: MHSS Bidders during the AtW: MHSS Mini-Competition to its officers, employees, agents or advisers or other government departments or representatives of devolved deal areas who are stakeholders in the AtW: MHSS Mini-Competition.
- 9.4 All central government departments and their executive agencies and non-departmental public bodies are subject to control and reporting within government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross government role delivering overall government policy on public procurement – including ensuring value for money and related aspects of good procurement practice.
- 9.5 For the purposes of paragraph 9.3 and 9.4 of Section C, the Authority may disclose within HM government any AtW: MHSS Bidder's documentation or information (including any that the AtW: MHSS Bidder considers to be confidential and / or commercially sensitive such as specific information in the AtW: MHSS Tender)

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submitted by the AtW: MHSS Bidder to the Authority during the AtW: MHSS Mini-Competition. AtW: MHSS Bidders taking part in the AtW: MHSS Mini-Competition are required to consent to such disclosure and are deemed to consent to such disclosure by their participation in the AtW: MHSS Mini-Competition.

10 Freedom of Information (Technical envelope Annex Q)

- 10.1 In accordance with the obligations and duties placed upon public authorities by the FOIA and the EIR and in accordance with any government code of practice on the discharge of public authorities' functions under the FOIA, all information submitted to the Authority may be disclosed under a request for information made pursuant to the FOIA and/or the EIR.
- 10.2 An AtW: MHSS Bidder should note that the information disclosed pursuant to a FOIA or EIR request may include, but is not limited to, the disclosure of its AtW: MHSS Tender (including any attachments or embedded documents) and/or any score or details of the evaluation of its AtW: MHSS Tender.
- 10.3 If an AtW: MHSS Bidder considers any part of its AtW: MHSS Tender or any other information it submits to be confidential or commercially sensitive, the AtW: MHSS Bidder should, in Annex Q in its AtW: MHSS Tender:
- clearly identify such information as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FOIA; and
 - provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.
- 10.4 If an AtW: MHSS Bidder identifies that part of its AtW: MHSS Tender or other information it submits is confidential or commercially sensitive, DWP, in its sole discretion will consider whether or not to withhold such information from publication. AtW: MHSS Bidders should note that, even where information is identified as confidential or commercially sensitive, the Authority may be required to disclose such information in accordance with the FOIA or the EIR.
- 10.5 DWP is required to form an independent judgement of whether the AtW: MHSS Bidder's information referred to in Section C paragraph 10.4 is exempt from

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disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. The Authority cannot guarantee that any information indicated as being confidential or commercially sensitive by the AtW: MHSS Bidder will be withheld from publication.

- 10.6 If an AtW: MHSS Bidder receives a request for information under the FOIA or the EIR during and in relation to the AtW: MHSS Mini-Competition, it should be immediately referred to the Authority.

11 Transparency

- 11.1 In accordance with HM Government's policy on transparency, the Authority reserves the right to make all or part of the AtW: MHSS ITT publicly available (subject to any redactions made at the discretion of DWP by considering and applying relevant exemptions under the FOIA).
- 11.2 An AtW: MHSS Tender will not be published unless such disclosure is required in accordance with Section C paragraphs 10 (Freedom of Information) and 11 (Transparency).
- 11.3 AtW: MHSS Bidders should note that the AtW: MHSS Contract terms and conditions permit the Authority to publish the full text of any AtW: MHSS Contract after considering (at DWP's absolute discretion) any representations made by the successful AtW: MHSS Bidder(s) regarding the application of any relevant FOIA or EIR exemptions.
- 11.4 Each AtW: MHSS Bidder taking part in the AtW: MHSS Mini-Competition is required and is deemed to acknowledge and agree that the AtW: MHSS ITT (or any part of the AtW: MHSS ITT) may be incorporated by the Authority into any AtW: MHSS Contract awarded to the AtW: MHSS Bidder and as a result, it may be published in accordance with this paragraph 11.

12 Intellectual Property Rights

- 12.1 The AtW: MHSS ITT shall remain the property of DWP and shall be used by the AtW: MHSS Bidder only for the purposes of the AtW: MHSS Mini-Competition.

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- 12.2 By submitting its AtW: MHSS Tender, the AtW: MHSS Bidder grants to DWP an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within its AtW: MHSS Tender for the purposes of carrying out the AtW: MHSS Mini-Competition; complying with the law and/or any government guidance; and/or carrying out DWP's business activities. This licence shall also permit DWP to sub-license the use of the intellectual property contained in the AtW: MHSS Tender to its advisers or sub-contractors or other contracting authorities (as defined in regulation 5 of the PCR) for the same purposes.
- 12.3 The AtW: MHSS Bidder shall ensure that in submitting its AtW: MHSS Tender on the basis set out in this AtW: MHSS ITT, including the grant of (and use under) the licence set out in paragraph 12.2 above, there is no infringement of any third party intellectual property rights, nor any breach of confidence, passing off or actionable act of unfair competition in relation to its AtW: MHSS Tender submission.

13 No Inducement or Incentive

- 13.1 The AtW: MHSS Bidder acknowledges and agrees that nothing contained within the AtW: MHSS ITT shall constitute an inducement or incentive nor shall have in any other way persuaded an AtW: MHSS Bidder to submit an AtW: MHSS Tender or enter into an AtW: MHSS Contract or any other contractual agreement.
- 13.2 Offering an inducement of any kind in relation to obtaining an AtW: MHSS Contract or any other contract with DWP will disqualify any AtW: MHSS Bidder from the AtW: MHSS Mini-Competition and may constitute a criminal offence.

14 Sub-contracting Arrangements

- 14.1 The Authority recognises that the AtW: MHSS Bidders' arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, AtW: MHSS Bidders should be aware that where the AtW: MHSS Tender indicates that sub-contractors are to play a significant role in delivering key requirements of any AtW: MHSS Contract, any changes to those sub-contracting arrangements at any point in the AtW: MHSS Mini-Competition may affect DWP's assessment of (a) whether an AtW: MHSS Bidder should proceed in the AtW: MHSS Mini-Competition; and/or (b) an AtW: MHSS Bidder's ability to provide the Services as required by DWP. AtW: MHSS Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. DWP

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reserves the right to exclude an AtW: MHSS Bidder at any point in the AtW: MHSS Mini-Competition if in DWP's opinion there is a change in the sub-contractor arrangements proposed by an AtW: MHSS Bidder.

15 AtW: MHSS Bidders' use of SMEs in their Supply Chain

- 15.1 The Authority is committed to supporting the Government's SME agenda by encouraging either direct or indirect spend with SME third party providers where it is relevant to the contractual requirement and provides value for money. The Authority therefore actively encourages providers to make their sub-contracting opportunities (if applicable) accessible to SMEs and implement SME-friendly policies by:
- opening their supply chain to SMEs by splitting requirements into smaller elements to make them more attractive to the SME market whilst bringing innovation, flexibility and value for money;
 - advertising any sub-contracting opportunities where appropriate and economical to do so, for example by using Contracts Finder or informing local networks/partners;
 - where possible, paying SMEs earlier than the contractual requirement of 30 days from receipt of valid invoice; and
 - working with SMEs throughout the life of the contract to develop innovative and cost-effective solutions delivered through the supply chain.
- 15.2 DWP is required to provide regular reports on the level of procurement spend with SMEs to the Cabinet Office. To measure and accurately report on this, each successful AtW: MHSS Bidder shall be required to provide and to ensure that, where applicable, its sub-contractors provide, to DWP with such information as it requires to identify the volume of indirect expenditure DWP undertakes with SMEs. Such information shall be provided by the successful AtW: MHSS Bidders on an annual basis to DWP or Cabinet Office.
- 15.3 Regular contract review meetings in respect of each AtW: MHSS Contract will be used to enable both DWP and each successful AtW: MHSS Bidder to explore continued and increased use of SMEs where appropriate throughout the life of the AtW: MHSS Contracts. Additional information may be requested by DWP from each

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successful AtW: MHSS Bidder as regards the volume of business undertaken throughout the supply chain in respect of the AtW: MHSS Contract.

16. Information Security Questionnaire (ISQ)

- 16.1 AtW: MHSS Bidders are required to complete the Information Security Questionnaire provided on the Jaggaer Portal. This will be used by the Authority to assess an AtW: MHSS Bidder's compliance with the Authority's Security Requirements (as defined in Schedule 2.4 of the draft AtW: MHSS Contract).
- 16.2 AtW: MHSS Bidders must complete the Information Security Questionnaire in accordance with the instructions in the Instructions tab, submitting evidence as necessary.
- 16.3 AtW: MHSS Bidders must complete the Background Information tab and provide any supporting evidence. The Authority reserves the right to request any further information or supporting evidence it may require. The response an AtW: MHSS Bidder provides in the Background Information tab is for information purposes only and will not be scored.
- 16.4 AtW: MHSS Bidders must complete the Service Security tab in full, providing supporting comments in column G to describe how the AtW: MHSS Bidder will, or does, meet each of the minimum requirements as listed in column D. The response an AtW: MHSS Bidder provides in the Service Security tab will be scored in accordance with the mechanism at Section E, paragraphs 2.3 and 2.5 below.
- 16.5 In column F, if an AtW: MHSS Bidder states "Yes – we already have this", i.e. certifications, policies, process documentation, or any other document(s) it has referred to in its supporting comments, the AtW: MHSS Bidder must attach a copy of the supporting evidence. The AtW: MHSS Bidder should state the document name and relevant section within the document(s) in column H.
- 16.6 If, in column F, an AtW: MHSS Bidder states "No" or "N/A", it should provide supporting comments in column G that detail the reasons why the AtW: MHSS Bidder deems this as being a no response or deems this as being not applicable to an AtW: MHSS Contract.
- 16.7 If, in column F, an AtW: MHSS Bidder states "Yes – planned for development", it should provide a detailed plan in column G. This should include actions and associated timescales to achieve compliance prior to 20 August 2024 (being the

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anticipated Referral Period Start Date (as defined in Schedule 1 of the draft AtW: MHSS Contract)) in line with the minimum requirements as listed in column D.

- 16.8 The Authority reserves the right to request any further information or supporting evidence it may require.
- 16.9 AtW: MHSS Bidders must complete the Offshoring tab (and provide any supporting evidence in relation to the same) only where they have responded to question B04 in the Background Information tab in column D with either “Outside the United Kingdom – Offshore” or “Other – please specify”. The response an AtW: MHSS Bidder provides (where applicable) in the Offshoring tab is for information purposes only and will not be scored.
- 16.10 AtW: MHSS Bidders must complete the Declaration tab. This is for information only and will not be scored.

17 Amendments to the AtW: MHSS Mini-Competition or the AtW: MHSS ITT by DWP

- 17.1 The Authority reserves the right, subject to the rules set out in the PCR, to amend the AtW: MHSS Mini-Competition and/or the AtW: MHSS ITT in any of the following ways:
- (a) to change the basis of, or the procedures for, the AtW: MHSS Mini-Competition at any time;
 - (b) to amend, clarify, add to or withdraw all or any part of the AtW: MHSS ITT at any time during the AtW: MHSS Mini-Competition, including varying any timetable or deadlines set out in the AtW: MHSS ITT;
 - (c) to cancel all or part of the AtW: MHSS Mini-Competition at any time, including for the reason stated in Section C paragraph 17.4 below;
 - (d) to decide not to conclude the AtW: MHSS Mini-Competition or award any AtW: MHSS Contract notwithstanding the issue of the AtW: MHSS ITT.
- 17.2 Notification of any amendment referred to in Section C paragraph 17.1 will be numbered, dated and issued by the Authority via the Jaggaer Portal. Where DWP at its absolute discretion decides that such amendments are significant, DWP may extend the deadline for submission of all or any part of the AtW: MHSS Tender.

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- 17.3 By their participation in the AtW: MHSS Mini-Competition, AtW: MHSS Bidders accept and acknowledge that notwithstanding the issue of the AtW: MHSS ITT, DWP is not bound: (a) to accept any AtW: MHSS Tender; or (b) to conclude the AtW: MHSS Mini-Competition; or (c) to award any AtW: MHSS contract.
- 17.4 If DWP at its absolute discretion deems that none of the AtW: MHSS Tenders received in response to the AtW: MHSS ITT are satisfactory, it reserves the right to terminate all or part of the AtW: MHSS Mini-Competition.

18 AtW: MHSS Bidder Clarification (Q&A)

- 18.1 AtW: MHSS Bidders have the opportunity to raise questions and request clarification about the AtW: MHSS ITT. All questions must be raised in the messaging section of '**itt_21940 – Access to Work Mental Health Support Service (AtW: MHSS) ITT**' via the Jaggaer Portal prior to the end of the period specified in Section B.
- 18.2 The Q&A log will be published on the Jaggaer Portal and updated regularly. It will be the responsibility of each AtW: MHSS Bidder to monitor the Jaggaer Portal for the latest activity.
- 18.3 Subject always to Section C paragraphs 9 (Confidentiality), 10 (Freedom of Information) and 11 (Transparency) above, if an AtW: MHSS Bidder submits a question which the AtW: MHSS Bidder believes to be commercially confidential, the AtW: MHSS Bidder should clearly indicate to DWP that they believe this is the case. DWP will consider this indication in accordance with Section C paragraphs 9, 10 and 11 above.
- 18.4 Unless such questions are deemed by DWP at its absolute discretion to be commercially confidential they will be shared with all AtW: MHSS Bidders via the Q&A log. DWP will inform the AtW: MHSS Bidder before sharing any question which the AtW: MHSS Bidder believes to be commercially confidential, which will provide an opportunity for the question to be withdrawn by the AtW: MHSS Bidder. All questions (save for questions which have been withdrawn via the aforementioned procedure) and answers will be made anonymous and made available to all AtW: MHSS Bidders via the Jaggaer Portal.

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19 AtW: MHSS Tender Completion

- 19.1 The AtW: MHSS Mini-Competition relies on the completion of two envelopes (Technical and Commercial) which will contain all the information the Authority requires in response to the AtW: MHSS ITT. All information should be uploaded as per instructions into the relevant envelopes on the Jaggaer Portal.
- 19.2 AtW: MHSS Bidders should answer all questions using the templates provided. Please ensure all answers are self-contained with no cross-referencing to information contained in answers to other questions.
- 19.3 Responses must not exceed the pre-set margins and space allocation. In some cases, DWP may put a word limit on responses to some or all questions. These limits are provided in the AtW: MHSS ITT and any responses in excess of these allocations (to the extent that they exceed them) will be disregarded and will not be taken into account.
- 19.4 AtW: MHSS Tenders must be presented using Arial font size 12 (English Language and black typeface). This includes where information may be tabulated as part of the response.
- 19.5 Where allowed, AtW: MHSS Tender upload files should be submitted in either Microsoft Word, Microsoft Excel or PDF format (as specified in the relevant question), **Files submitted in Microsoft Project or other formats will not be accepted.**

20 AtW: MHSS Tender Submission Procedure

- 20.1 The AtW: MHSS ITT has been specifically designed to be compatible with DWP e-tendering and e-evaluation requirements and must not, under any circumstances, be altered by or on behalf of AtW: MHSS Bidders.
- 20.2 All parts of the AtW: MHSS Tender must be submitted to the Authority using the Jaggaer Portal. Any part of the AtW: MHSS Tender purportedly submitted by any other means will not be accepted.

21 Submission Deadline

- 21.1 All parts of the AtW: MHSS Tender must be received by the Authority by the Submission Deadline.
- 21.2 An AtW: MHSS Bidder may choose not to take part in the AtW: MHSS Mini-Competition and therefore not submit an AtW: MHSS Tender by the Submission

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Deadline. It would be useful to DWP if AtW: MHSS Bidders could advise DWP in advance if they will not be submitting an AtW: MHSS Tender and if possible, the reasons behind their decision.

22. Additional Materials, Documents and Attachments

- 22.1 No additional documentation should be submitted with the AtW: MHSS Tender unless specifically requested by the Authority and any such material will not be evaluated.
- 22.2 Information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.
- 22.3 Unless specifically requested by DWP, the AtW: MHSS Tender should not contain any inserted, pasted or embedded pictures or documents (image files, Adobe Acrobat documents or other Word documents) and any such material will not be evaluated.

23 AtW: MHSS Tender Response

- 23.1 AtW: MHSS Bidders will be required to submit a response to **all** evaluation criteria questions (including both the Technical Envelope and the Commercial Envelope (see Section F).
- 23.2 AtW: MHSS Bidders should note that the Authority may take account of information in the public domain in addition to information provided in the AtW: MHSS Tender. The Authority may contact the AtW: MHSS Bidder to seek clarification of any such information in the public domain.

24 Declaration

- 24.1 It is the responsibility of the AtW: MHSS Bidders to confirm that they understand that the Authority may reject their AtW: MHSS Tender if there is a failure to answer all relevant questions fully or if false/misleading information is provided.

25 Assessment

- 25.1 All information submitted at the AtW: MHSS Mini-Competition Stage will undergo an initial compliance check to ensure that all information requested has been provided in compliance with the AtW: MHSS ITT. Failure to meet and comply with the

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instructions issued may result in an AtW: MHSS Tender being rejected at DWP's absolute discretion.

26 Artificial Intelligence

26.1 The use of artificial intelligence is not prohibited in the creation or submission of AtW: MHSS Tenders. However, in submitting its AtW: MHSS Tender (and regardless of how this was created), the ATW: MHSS Bidder accepts that it remains fully accountable for the contents of its AtW: MHSS Tender, including where any artificial intelligence was used in its creation. In particular, the AtW: MHSS Bidder:

26.1.1. shall ensure that its AtW: MHSS Tender does not contain any false or misleading information and that the provisions of paragraph 12 (Intellectual Property Rights) are complied with; and

26.1.2 shall not submit any confidential information or personal data of the Authority to any external application or service (including artificial intelligence applications/services) in contravention of paragraph 9 (Confidentiality).

26.2 The AtW: MHSS Bidder acknowledges that non-compliance with this paragraph 26 may result in the AtW: MHSS Tender being rejected or otherwise refused.

27 TUPE

27.1 AtW: MHSS Bidders' attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the Authority's view that TUPE is likely to be applicable if this ITT results in a contract or contracts being awarded, however the Authority is not liable for this view and it remains the AtW: MHSS Bidder's responsibility to consider whether or not TUPE applies in the individual circumstances of its AtW: MHSS Tender, particularly if it is proposing to submit an innovative AtW: MHSS Tender.

27.2 If the AtW: MHSS Bidder has a contrary view to that of the Authority on the applicability of TUPE, it would be helpful if it would advise the Authority using Annex G, giving the reasons no later than 1 week prior to the Submission Deadline.

27.3 The latest information received from the incumbent suppliers (Ingeus UK Limited and Maximus UK Services Limited) prior to the AtW: MHSS ITT being issued regarding

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the people anticipated to be in scope to transfer via TUPE and their associated liabilities is set out in with Annex H – (Authority's view) in the Technical Envelope on the Jaggaer Portal. The Authority does not make any representations, warranties or guarantees that this information is accurate, complete or up to date.

- 27.4 Please note that the Authority currently anticipates that it is likely there will be a TUPE transfer from Maximus UK Services Limited (and/or its sub-contractors) to Supplier A and it is likely there will be a TUPE transfer from Ingeus UK Limited (and/or its sub-contractors) to Supplier B.
- 27.5 Successful AtW: MHSS Bidders will be assigned as Supplier A or Supplier B in accordance with paragraph 4 of Section D. The TUPE Risk Premium submitted by an AtW: MHSS Bidder should be adequate to address any applicable scenario.

28 Welsh Language

- 28.1 AtW: MHSS Bidders should be aware that insofar as the AtW: MHSS Contracts shall deliver a service to members of the public in Wales, the successful AtW: MHSS Bidders must comply with and fully understand their contractual obligations regarding the DWP Welsh Language Scheme. Further details can be found in Schedule 16 of the draft AtW: MHSS Contract and by accessing '[A guide for DWP contractors when delivering services in Wales \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/external-consultation/open-consultation-on-a-guide-for-dwp-contractors-when-delivering-services-in-wales)'

29 Clarifications by the Authority

- 29.1 DWP may need to clarify the details provided and, in those instances, will send any questions to AtW: MHSS Bidders via the Jaggaer Portal messaging function to the named person registered on the system, who should arrange for a reply to be provided by the stipulated deadline.
- 29.2 DWP may seek independent financial and market advice to validate responses.

30 Right to Exclude

- 30.1 DWP may exclude an AtW: MHSS Bidder from the AtW: MHSS Mini-Competition if the AtW: MHSS Bidder fails to provide DWP with:
- any information requested;
 - a full and satisfactory response to any question or information request;

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- an AtW: MHSS Tender, or response to DWP's queries, within any specified timescales; and/or
 - documentation referred to in its AtW: MHSS Tender.
- 30.2 DWP may exclude an AtW: MHSS Bidder from any participation in the AtW: MHSS Competition at any stage, if the AtW: MHSS Bidder:
- (a) fails to comply fully with the requirements of the AtW: MHSS Mini-Competition as set out in the AtW: MHSS ITT;
 - (b) has breached the terms of the AtW: MHSS ITT; or
 - (c) has committed a wilful omission or misrepresentation in its AtW: MHSS Tender.
- 30.3 If DWP has the right to exclude an AtW: MHSS Bidder under the AtW: MHSS ITT it may (in its sole discretion):
- (a) exclude the affected AtW: MHSS Tender but allow the AtW: MHSS Bidder to participate as a sub-contractor in another AtW: MHSS Tender; or
 - (b) completely exclude the AtW: MHSS Bidder from any involvement in the AtW: MHSS Mini-Competition in its own name, or as member of a group of economic operators or sub-contractor in another AtW: MHSS Tender (and in such circumstances may exclude any AtW: MHSS Tender in which the excluded AtW: MHSS Bidder participates in any such capacity).
- 30.4 DWP may exclude an AtW: MHSS Bidder from participation in this procurement where there is a change in identity, control, financial standing or other factor impacting on the award process, which would affect or would have affected DWP's evaluation of the AtW: MHSS Bidder's AtW: MHSS Tender.

31 The AtW: MHSS Mini-Competition

- 31.1 No information contained in the AtW: MHSS ITT or in any communication made between DWP and an AtW: MHSS Bidder in connection with this procurement shall be relied upon as constituting agreement or representation that any contract shall be entered into in accordance with the AtW: MHSS Bidder's AtW: MHSS Tender or at all.
- 31.2 DWP shall not be committed to any course of action as a result of:
- (a) issuing the AtW: MHSS ITT;

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- (b) any communications with an AtW: MHSS Bidder or its representatives, agents or advisers in respect of this AtW: MHSS Mini-Competition; and/or
 - (c) any communications between AtW: MHSS Bidders, DWP and/or any relevant contracting authority (as defined in regulation 5 of the PCR) and any other party (whether directly or through their agents or representatives) in respect of this AtW: MHSS Mini-Competition.
- 31.3 The AtW: MHSS ITT has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to this AtW: MHSS Mini-Competition nor has it been independently verified. Neither DWP nor its advisers, employees or other staff or agents:
- (a) accept any liability or responsibility for the adequacy, accuracy or completeness of the AtW: MHSS ITT;
 - (b) make any representation or warranty, express or implied, with respect to the information the AtW: MHSS ITT contains nor shall any of them be liable for any loss of damage arising as a result of reliance on such information or any subsequent communication.
- 31.4 The AtW: MHSS Bidder shall form its own conclusions and make its own independent assessment of the requirements of the terms and conditions of the draft AtW: MHSS Contract and should seek its own financial and legal advice about the methods and resources needed to meet DWP's requirements.
- 31.5 DWP does not accept responsibility for the AtW: MHSS Bidder's assessment of the requirements of this procurement.
- 31.6 The AtW: MHSS Bidder is responsible at its own expense, for obtaining all information required to prepare its AtW: MHSS Tender.
- 31.7 Any exclusions of liability of DWP in this paragraph do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of DWP.

32 DWP Complaints Procedure

- 32.1 DWP has published a Commercial Complaints Process for use during competitive procurement (see [Procurement at DWP - Department for Work and Pensions - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/procurement-at-dwp-department-for-work-and-pensions-gov-uk))

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33 Not used

34. Publication of Contract Award on Contracts Finder

34.1 Details of each AtW: MHSS Contract will be published on Contracts Finder within 30 days after contract execution of both contracts.

35. Concluding the AtW MHSS Call-off

35.1 Each AtW: MHSS Bidder taking part in the AtW: MHSS Mini-Competition is required to undertake, and by its participation in the AtW: MHSS Mini-Competition is deemed to undertake, that in the event of its AtW: MHSS Tender being accepted by DWP it shall execute the AtW: MHSS Contract as amended to accommodate aspects of the AtW: MHSS Tender within 10 days (or such other period of time as determined by DWP at its sole discretion) of being called upon to do so by DWP.

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SECTION D: TENDER EVALUATION METHODOLOGY AND CRITERIA

1 Overview

- 1.1 This section of the ITB, together with Section E (Technical Envelope) and Section F (Commercial Envelope) set out the criteria that the Authority will use to evaluate AtW: MHSS Tenders.
- 1.2 AtW: MHSS Bidders are required to submit an AtW: MHSS Tender strictly in accordance with the requirements set out in these ITB, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Authority may clarify the equivocal or unclear part, without prejudice to its rights to award a lower score or a nil score if it is equivocal or unclear as to how the AtW: MHSS Tender meets the specified criteria.

2 Tender Submission Requirements

- 2.1 Each AtW: MHSS Bidder will be required to submit, via the Jaggaer Portal, two (2) "envelopes" as follows:
 1. The **Technical Envelope** which must be fully completed, and all questions responded to as directed. The AtW: MHSS Bidders' responses will be used by the Authority for assessing an overall "Technical" score in relation to each AtW: MHSS Tender.
 2. The **Commercial Envelope** which must be fully completed, and all questions responded to as directed using the Contract Cost Register (CCR). The AtW: MHSS Bidders' completed Contract Cost Register will be used by the Authority for assessing an overall "Commercial" score in relation to each Tender. Please refer to Section G for further details regarding completion of the CCR

3 AtW: MHSS Tender Evaluation

- 3.1 The AtW: MHSS Mini-Competition process will consist of four stages:
 - Stage 1: AtW: MHSS Tender
 - Stage 2: AtW: MHSS Tender evaluation
 - Stage 3: Commercial clarifications (if required)
 - Stage 4: AtW: MHSS Contract award decision

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- 3.2 Each Technical Question will be evaluated by a minimum of two evaluators. For all Technical Questions, a Moderator will discuss with the evaluators assigned to each question to agree a consensus score. This moderated score will be input into the Authority's online evaluation system by the Moderator, with all evidence logged and final feedback checked and verified by the Moderator(s) and the person appointed by the Authority to manage the evaluation process.
- 3.3 Moderation will take place throughout the evaluation in order to ensure that there has been a consistent application of scoring standards against the criteria.

4 Determining the Successful AtW: MHSS Bidders and Assigning Supplier A and Supplier B

- 4.1 Tender evaluation will be undertaken using a Price per Quality Point (PQP) methodology. The Authority will produce a final ranking of the AtW: MHSS Tenders taking into account any adjustments made following any clarifications by the Authority.
- 4.2 To determine the final ranking of the tenders, a Price per Quality Point Score will be calculated for each AtW: MHSS Tender which has not been excluded following the evaluation of the Technical Questions by:

Dividing the Total Unit Cost by the Quality (Technical) Score to give a final Price per Quality Point Score.

- 4.3 The PQP Score will be rounded to 2 decimal places.
- 4.4 The following table illustrates, by way of an example only, of how the PQP Score is calculated:

	Bid A	Bid B
(a) Total Unit Cost	£1000	£800
(b) Quality Score	90	70
Price Per Quality Point Score (a / b)	£1000/90 = 11.11	£800/70 = 11.43

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- 4.5 Once the overall PQP Scores have been calculated, the two AtW: MHSS Bidders with the lowest PQP Scores shall be deemed the successful AtW: MHSS Bidders.
- 4.6 Subject to paragraph 4.7 below, the successful AtW: MHSS Bidder with the lowest PQP Score will be assigned as Supplier A and the AtW: MHSS Bidder with the second lowest PQP Score will be assigned as Supplier B.
- 4.7 With the intention of reducing TUPE costs, in order to minimise fees payable and/or maximise amounts recoverable by the Authority under the AtW: MHSS Contract, if one of the incumbent suppliers is a successful AtW: MHSS Bidder, that incumbent supplier will continue as whichever of Supplier A or Supplier B is to carry out services in relation to the relevant set of National Insurance Numbers currently assigned to that incumbent supplier. The other successful AtW: MHSS Bidder will be assigned as the other of Supplier A or Supplier B (as appropriate). For example, if **Maximus UK Services Limited** were to be a successful AtW: MHSS Bidder, it would be assigned as Supplier A. If **Ingeus UK Limited** were to be a successful AtW: MHSS Bidder, it would be assigned as Supplier B.

5. Tie-Breaker

- 5.1 In the event that the overall PQP Score between two or more of the highest and/ or second highest ranking AtW: MHSS Tenders is equal, then the following process will be used as a tie-breaker to determine which AtW: MHSS Bidder(s) is/ are deemed to have the highest and/ or second highest overall rank:
- (a) **Step 1: Highest Quality (Technical) Score.** If two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same PQP Score, then the AtW: MHSS Tender with the higher Technical Score will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same Technical Score they will proceed to Step 2. Any AtW: MHSS Tenders with a lower Technical Score will not progress to Step 2.
 - (b) **Step 2: Lowest Total Contract Value.** If, after Step 1, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the lower Total Contract Value will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same Total Contract Value they

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will proceed to Step 3. Any AtW: MHSS Tenders with a higher Total Contract Value will not progress to Step 3.

(c) **Step 3: highest score for Technical Question 1.1 (Delivery Model).**

If, after Step 2, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 1.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 1.1 they will proceed to Step 4. Any AtW: MHSS Tenders with a lower score for Technical Question 1.1 will not progress to Step 4.

(d) **Step 4: highest score for Technical Question 2.1 (Performance).**

If, after Step 3, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 2.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 2.1 they will proceed to Step 5. Any AtW: MHSS Tenders with a lower score for Technical Question 2.1 will not progress to Step 5.

(e) **Step 5: highest score for Technical Question 1.3 (Marketing and Promotion).** If, after Step 4, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 1.3 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 1.3 they will proceed to Step 6. Any AtW: MHSS Tenders with a lower score for Technical Question 1.3 will not progress to Step 6.

(f) **Step 6: highest score for Technical Question 1.2 (Customer Service).** If, after Step 5, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 1.2 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 1.2 they will proceed to Step 7. Any AtW: MHSS Tenders with a lower score for Technical Question 1.2 will not progress to Step 7.

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- (g) **Step 7: highest score for Technical Question 3.2 (Recruitment and Retention).** If, after Step 6, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 3.2 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 3.2 they will proceed to Step 8. Any AtW: MHSS Tenders with a lower score for Technical Question 3.2 will not progress to Step 8.
- (h) **Step 8: highest score for Technical Question 3.1 (Management Structure).** If, after Step 7, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 3.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 3.1 they will proceed to Step 9. Any AtW: MHSS Tenders with a lower score for Technical Question 3.1 will not progress to Step 9.
- (i) **Step 9: highest score for Technical Question 5.1 (Quality Assurance and Controls).** If, after Step 8, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 5.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more AtW: MHSS Tenders have the same score for Technical Question 5.1 they will proceed to Step 10. Any AtW: MHSS Tenders with a lower score for Technical Question 5.1 will not progress to Step 10.
- (j) **Step 10: highest score for Technical Question 5.2 (Resilience).** If, after Step 9, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 5.2 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 5.2 they will proceed to Step 11. Any AtW: MHSS Tenders with a lower score for Technical Question 5.2 will not progress to Step 11.
- (k) **Step 11: highest score for Technical Question 4.1 (Social Value).** If, after Step 10, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW:

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MHSS Tender with the higher score for Technical Question 4.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 4.1 they will proceed to Step 12. Any AtW: MHSS Tenders with a lower score for Technical Question 4.1 will not progress to Step 12.

- (l) **Step 12: highest score for Technical Question 7.1 (Information Security Questionnaire).** If, after Step 11, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score for Technical Question 7.1 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for Technical Question 7.1 they will proceed to Step 13. Any AtW: MHSS Tenders with a lower score for Technical Question 7.1 will not progress to Step 13.
- (m) **Steps 13 - 49: highest score in each of the 36 Information Security Questionnaire (ISQ) Questions, in ascending order from ISQ Question S01 to S40.** If, after Step 12, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the higher score in the ISQ Question S01 will be considered as the higher ranking AtW: MHSS Tender. Where two or more of the highest and/ or second highest ranking AtW: MHSS Tenders have the same score for ISQ Question S01, they will proceed to Step 14. Any AtW: MHSS Tenders with a lower score for ISQ Question S01 will not progress to Step 14. Steps 14 to 49 will follow the same process as Step 13 above, but applied to the next ISQ Question, in ascending order from S01 to S40.
- (n) **Step 50: Lowest TUPE costs.** If, after Step 49, two or more of the highest and/ or second highest ranking AtW: MHSS Tenders cannot be separated, then the AtW: MHSS Tender with the lowest TUPE costs (as defined in cell R20 of the 'Profit and Risk Premium' tab of the CCR) will be considered as the higher ranking AtW: MHSS Tender.

- 5.2 In the event that it is still not possible to differentiate two or more AtW: MHSS Tenders having gone through the steps detailed above, the Authority will, in its sole discretion, consider further measures to separate the tied AtW: MHSS Bidders such as a new, additional qualitative award question.

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SECTION E: TECHNICAL ENVELOPE

1 Principles

- 1.1 The Technical Envelope contains the qualitative evaluation questions, which assess an AtW: MHSS Bidder's proposal to deliver the Authority's requirement as set out in the AtW: MHSS Specification, and the Information Security Questionnaire.

2 Scoring and weighting in Technical Envelope

- 2.1 The Authority will score the Technical Questions other than:

- Technical Question 4.1 (Social Value); and
- the Information Security Questionnaire

on the basis of the following scoring criteria:

Score	Definition
0 Unacceptable	- The response fails to demonstrate that the supplier understands and/or will deliver DWP's requirements in relation to the Services. There is little or no supporting information provided to evidence understanding and/or deliverability of the Services.
1 Poor	- The response only partially demonstrates that the supplier understands and will deliver DWP's requirements in relation to the Services. Some relevant supporting information is provided to evidence understanding and deliverability. However, there may be at least one element of the response that causes major reservations about the supplier's ability to meet the requirements of the Services.
3 Satisfactory	- The response broadly demonstrates that the supplier understands and will deliver DWP's requirements in relation to the Services. Satisfactory supporting information is provided to evidence adequate understanding and deliverability. However, there may be at least one element of the response that causes minor

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	reservations about the supplier's ability to meet the requirements of the Services.
4 Good	<ul style="list-style-type: none"> - The response fully demonstrates that the supplier understands and will deliver DWP's requirements in relation to the Services. Good supporting information is provided to evidence good understanding and deliverability. There may be one minor element of the response that causes a minor reservation about the supplier's ability to meet the requirements of the Services.
5 Excellent	<ul style="list-style-type: none"> - The response fully demonstrates that the supplier understands and will deliver DWP's requirements in relation to the Services. Excellent supporting information is provided to evidence an in-depth understanding and deliverability. The response gives DWP absolute confidence in the supplier's ability to meet the requirements of the Services at an excellent level, with no reservations at all.

2.2 The Authority will score Technical Question 4.1 (Social value) on the basis of the following scoring criteria.

Score	Criteria for Awarding Score
0	Fail: the response completely fails to meet the required standard or does not provide a proposal.
1	<p>Poor: (meets some of the Social Value Award Criteria) The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> - There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. - The response is light on detail and unconvincing. - The response makes no reference to the applicable sector but shows some general market experience. - The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
2	Good: (meets all of the Social Value Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of

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	concern, although there may be limited minor issues. The response therefore shows: <ul style="list-style-type: none">- Good understanding of the requirements.- Sufficient competence demonstrated through relevant evidence.- Some insight demonstrated into the relevant issues.- The response addresses most of the social value policy outcome and also shows general market experience.
3	Very good: (exceeds some of the Social Value Award Criteria) The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues. The response therefore shows: <ul style="list-style-type: none">- Good understanding of the requirements.- Sufficient competence demonstrated through relevant evidence.- Some insight demonstrated into the relevant issues.- The response addresses the social value policy outcome and also shows good market experience.
4	Excellent: (exceeds all of the Social Value Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: <ul style="list-style-type: none">- Very good understanding of the requirements.- Considerable insight into the relevant issues.- The response is also likely to propose additional value in several respects above that expected.- The response addresses the social value policy outcome and also shows in-depth market experience.

- 2.3 The scoring mechanism that will be applied to each question in the Service Security tab of the Information Security Questionnaire is set out below. The Service Security tab of Information Security Questionnaire is the only tab that will be scored.

Score	Descriptor	Rationale
0	Demonstrates no compliance	No response or fails to answer the question with no explanation, no evidence, no action plan for meeting the relevant security requirements.
5	Demonstrates some compliance	Response meets some parts of the question with some explanation, evidence and/or an action plan, but with gaps in meeting some security requirements. Answers question but does not submit all necessary supporting evidence.

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10	Demonstrates full compliance	Response fully answers the question and is supported by all necessary evidence and/or satisfactory action plan for meeting security requirements. Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard.
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2.4 The weighting for each of the Technical Questions other than the Information Security Questionnaire shall be as follows:

2.4.1 After a final score is produced for a question (using the relevant scoring criteria above¹ and following moderation in accordance with paragraph 3.2 and 3.3 of Section D), this shall be converted into a weighted question score using the following formula with reference to the table at paragraph 2.4.2 below:

weighted question score =

(question score/maximum possible score) x relevant question weighting

2.4.2 The table referred to at Section E, paragraph 2.4.1 above:

Award Criterion	Technical Question	Relevant question weighting
1	Delivery (40%)	
	1.1 - Delivery model	18
	1.2 – Customer Service	10
	1.3 – Marketing & Promotion	12
2	Key Performance Indicators (15%)	
	2.1 - Performance	15
3	Staffing (16%)	
	3.1 - Management structure	8
	3.2 - Recruitment and retention	8
4	Social Value (10%)	
	4.1 Social Value	10
5	Management: Quality and Control (14%)	
	5.1 - Quality Assurance and Controls	7

¹ The criteria at Section E, paragraph 2.2 in the case of Technical Question 4.1 (Social Value) and the criteria at Section E, paragraph 2.1 in other cases

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	5.2 - Resilience	7
6	Implementation	
	6.1 - Implementation Plan	Pass/Fail

2.4.3 Technical Question 6.1 (Implementation Plan) will be evaluated on a Pass/Fail basis, with a score of 3 (Satisfactory) being required to achieve a 'pass'. The score for this question will not be included in the final Technical Score used to calculate the PQP Score for each AtW: MHSS Bidder.

2.4.4 **The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose:**

- (a) response to any of the Technical Questions (with the exception of Technical Question 6.1) scores a weighted score of 0;
- (b) response to Technical Question 6.1 (Implementation Plan) is evaluated as a 'Fail'; and/ or
- (c) overall Quality (Technical) Score does not meet the minimum technical threshold of 67 (when rounded to two decimal places) ("**Minimum Technical Threshold**").

2.5 Weighting for the Information Security Questionnaire shall be carried out as follows:

2.5.1 After a score is produced for each of the 36 questions in the Service Security tab of the Information Security Questionnaire (using the scoring mechanism set out in Section E, paragraph 2.3 above and following moderation in accordance with paragraph 3.2 and 3.3 of Section D), these shall be added together to produce a total score for the Information Security Questionnaire.

2.5.2 The total score for the Information Security Questionnaire shall be converted to a weighted Information Security Questionnaire score using

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the following formula, with reference to the table at Section E, paragraph 2.5.3 below:

$$\text{weighted Information Security Questionnaire score} = \frac{\text{total score}}{360} \times \text{Information Security Questionnaire weighting}$$

2.5.3 The table referred to at Section E, paragraph 2.5.2 above:

Award Criterion	Technical Question	Information Security Questionnaire weighting
7	Information Security Questionnaire (5%)	
	7.1 - Information Security Questionnaire	5

- 2.6 Once the weighted question score for each Technical Question other than the Information Security Questionnaire and the weighted Information Security Questionnaire score have been calculated, these will be added together to form a total Quality (Technical) Score.

3 Technical Questions other than the Information Security Questionnaire

- 3.1 The following Technical Questions assess an AtW: MHSS Bidder's proposal to deliver the Authority's requirements as set out in the AtW: MHSS Specification.
- 3.2 AtW: MHSS Bidder responses must clearly demonstrate how they propose to meet the requirements set out in the question and address each element in the order they are asked.
- 3.3 AtW: MHSS Bidder responses should be focused on each question and cover, as a minimum, the bullet points below the main question. They should refrain from making generalised statements and providing information not relevant to the topic.
- 3.4 Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.

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- 3.5 All capitalised terms used in Technical Questions, other than the Information Security Questionnaire which are not defined in the Glossary of these ITB, shall have the meaning given in Schedule 1 (Definitions) of the draft AtW: MHSS Contract and/or in the AtW: MHSS Specification.

Delivery	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 1500 Relevant question weighting = 18
1.1	<p>Delivery model</p> <p>Please explain how your proposed delivery model will operate. Your response should include as a minimum:</p> <ul style="list-style-type: none">• how your delivery model will be structured to provide the Services including (if applicable) how any Sub-contractors will be used;• how your proposed delivery model will deliver the Services on a national basis, including (for face-to-face customers) in rural areas and areas with poor transport links;• how your organisation will maintain a sound understanding of mental health issues affecting Customers in the workplace;• how your MHSS Coaches will provide appropriate and personalised support for Customers experiencing issues with their mental health while in employment or self-employment;• the administrative processes your organisation will follow throughout the customer journey, up to and including the MHSS Exit Report Outcome. <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>

Delivery	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 600 Relevant question weighting = 10
1.2	<p>Customer service</p> <p>Please explain how you will deliver excellent customer service to the Customer when delivering the Services. Your response should include as a minimum:</p>

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	<ul style="list-style-type: none">• how you will ensure safeguarding, empathy and respect for the Customer;• how consideration will be given to the Customer's preferred support (virtual or face-to-face);• your approach to communication and Customer contact throughout the journey, including frequency of communication and how technology will be utilised. <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>
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Delivery	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 750 Relevant question weighting = 12
1.3	<p>Marketing and Promotion</p> <p>Please include details of the proposed marketing and promotional strategy your organisation will use to generate Supplier Generated Candidates (as defined in the AtW: MHSS Specification). Your response should include as a minimum:</p> <ul style="list-style-type: none">• what information you will use to create your marketing and promotional strategy;• short-term and long-term activities planned;• how your proposed strategy will result in increased numbers of SME employees being referred to AtW: MHSS;• the creativity and innovation you will use to reach this particular target group and technologies you will utilise;• the expected forecast returns from the strategy and how the success of your promotional activity will be tracked and measured. <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>

Key Performance Indicators	
The AtW: MHSS Bidder MUST answer ALL the following questions	

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Question number	Question Word limit: 600 Relevant question weighting = 15
2.1	<p>Performance Please outline how your proposal will result in each of the Key Performance Indicators (with the exception of the Social Value KPI) being met or exceeded. Your response should include as a minimum:</p> <ul style="list-style-type: none"> • how you will maintain or exceed specified performance levels should there be fluctuations in Customer volumes; • how you will ensure that performance against the KPIs continuously improves throughout the AtW: MHSS Contract; • performance improvement processes should KPI Targets not be met. <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>

Staffing	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 450 Relevant question weighting = 8
3.1	<p>Management structure</p> <p>Please provide a description of your proposed management structure and staffing resource required to deliver the Services, including any Sub-contractors (if applicable). Your response should include as a minimum:</p> <ul style="list-style-type: none"> • reporting lines from corporate to operational levels and throughout your proposed supply chains; • the number of staff involved; • roles and responsibilities; • how the proposed staffing resource will be spread nationally. <p>A single (A4) page organogram can be attached to support the response to this question. This should be in PDF format. Files submitted in any other format will not be accepted.</p> <p>The organogram is to support your response to this question and will not count towards the total word count.</p>

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	The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.
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Staffing	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 450 Relevant question weighting = 8
3.2	Recruitment and retention Please describe how you will recruit and retain suitably experienced Supplier Personnel to deliver the Services nationally. Your response should cover as a minimum: <ul style="list-style-type: none">• Your recruitment strategy for attracting Supplier Personnel (beyond any incoming personnel transferred as a result of TUPE regulations) to adequately cover England, Scotland and Wales;• How your organisation and supply chain (if applicable) will support the continuing professional development of Supplier Personnel on the AtW: MHSS Contract;• Any contingency plans to ensure there is adequate staffing resource in the event of fluctuations in the volume of Referrals. The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.

Social Value	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 1200 Relevant question weighting = 10
4.1	Social value – Theme 5: Wellbeing Policy Outcome: Improve Health and Wellbeing Please describe the commitment your organisation will make to ensure that opportunities under the AtW: MHSS Contract deliver the Policy Outcome above and Award Criteria (including all Sub-Criteria) as detailed in the pdf file

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titled 'Social Value Table' attached to the ITT and located in the folder 'Social Value'.

Effective measures to deliver any/all of the following benefits through the AtW: MHSS Contract:

- Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
- Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metric
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.

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Management: Quality and Control	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 450 Relevant question weighting = 7
5.1	<p>Quality Assurance and Controls</p> <p>Please describe the quality control systems used by your organisation and those of your Sub-contractors (if applicable). Your response should include as a minimum:</p> <ul style="list-style-type: none">• how you will evaluate, monitor and act upon findings to ensure provision is maintained to a consistently high standard;• details of your customer complaints procedures;• how you will continuously improve overall delivery of the Services;• how you will ensure that your organisation will gather accurate and timely MI to provide the Authority with sufficient insight to be able to fully evaluate the impact and effectiveness of the AtW: MHSS;• details of how these systems and processes will work throughout the supply chain if your delivery model includes the use of Sub-contractors. <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>

Management: Quality and Control	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 450 Relevant question weighting = 7
5.2	<p>Resilience</p> <p>Please provide detail on how you will ensure resilience and business continuity in the event of business disruption, including but not limited to information technology failure.</p> <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0.</p>

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Implementation	
The AtW: MHSS Bidder MUST answer ALL the following questions	
Question number	Question Word limit: 450 Relevant question = Pass / Fail
6.1	<p>Implementation Plan</p> <p>Please detail your Implementation Plan that demonstrates how you will implement the Services should you be successful. Your response should include as a minimum:</p> <ul style="list-style-type: none">• Key milestones;• Timescales for activities; and• How implementation will be managed and monitored. <p>A separate Gantt document can be attached to support the response. This should be a maximum of 1 x A3 in size and in PDF format. Files submitted in any other format (including but not limited to Microsoft Project) will not be accepted. The Gantt document will not count within the question word limit of 450.</p> <p>The Authority reserves the right to reject and not continue to evaluate any AtW: MHSS Tender whose response to this question achieves a score of 0 or 1.</p>

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SECTION F: COMMERCIAL ENVELOPE

1 Financial Evaluation

- 1.1 The Authority will undertake the financial evaluation in two stages:

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- **Detailed review and clarification.**

The Authority will conduct a detailed review of AtW: MHSS Tenders to ensure consistency of financial and non-financial information. The Authority reserves the right to request clarifications where required.

- **AtW: MHSS financial offer and scoring and ranking**

Scoring will be undertaken on a Price per Quality Point model using Total Unit Cost, as determined after any adjustments have been made following any clarifications. The Authority will then produce a final ranking of the AtW: MHSS Tenders by applying the methodology set out in Section D, paragraph 4 above.

2 Detailed review and clarification

- 2.1 This review will be intended to ensure the price offers are sustainable, in line with more detailed delivery cost assumptions and comply with the requirements of Sections F and G and the CCR. The detailed costs provided by AtW: MHSS Bidders in the CCR will be cross-referenced to the information provided within the Technical Envelope to ensure the information correlates.
- 2.2 If there are any discrepancies or ambiguities (which may, amongst other things, include potential issues with sustainability of pricing, misalignment with detailed delivery cost assumptions and/or non-compliance with the requirements of Sections F and G, as referred to above), these will be clarified with the AtW: MHSS Bidders during the commercial clarification period, which may result in amendments to the costs tendered in the CCR. For example, if an AtW: MHSS Bidder states there will be 20 staff involved in a response to a Technical Question, but the CCR only identifies 15, the Authority's financial evaluators (who will have access to the Technical Question responses for these purposes) may clarify with the AtW: MHSS Bidder to establish which is correct and whether the Tender price needs to be adjusted.

3 AtW: MHSS financial offer, scoring and ranking

- 3.1 AtW: MHSS Bidders are required to complete a CCR (Annex S) with detailed costings and rationale for costs input. This will collate the individual costs, produce the Total Contract Value and calculates a Total Unit Cost.
- 3.2 Please refer to Section G for further details regarding completion of the CCR.

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4 Abnormally Low Tenders

- 4.1 AtW: MHSS Bidders are advised that the Authority will require them to explain the price of costs proposed in any AtW: MHSS Tender which appears abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015.
- 4.2 The Authority will assess the information supplied by consulting with the AtW: MHSS Bidder. Where the evidence supplied does not satisfactorily account for the low price, or costs proposed, the Authority may reject the AtW: MHSS Tender.
- 4.3 This is in line with the Sourcing Playbook Bid Evaluation guidance note, which states:

“As set out in the Sourcing Playbook, any bid that is more than 10% lower than the average of all bids or the ‘Should Cost Model’ needs to be referred to for central assurance and scrutiny. These should be submitted to the Cabinet Office Commercial Continuous Improvement Team.”

5 Contractor Financial Capacity and Financial Viability Risk Assessment

- 5.1 The CAEHRS Agreement financial evaluation process includes a test of financial standing of:
- Assessment of turnover and solvency ratios to determine the level of business the Authority would be content to award to that CAEHRS Provider if they were awarded any future call-off contracts.
 - Full Financial Viability Risk Assessment of financial and organisational data.
- 5.2 Following receipt of an AtW: MHSS Tender, the Authority will carry out an FVRA of the AtW: MHSS Bidder, which could lead to its Contractor Financial Capacity being re-set.
- 5.3 The Authority may adjust the FVRA rating and correspondingly the Contractor Financial Capacity of the AtW: MHSS Bidder if any of the following circumstances arise:
- (A) If the Authority determines that the financial position of the AtW: MHSS Bidder, Parent Company or Group could impact significantly on the FVRA of the AtW: MHSS Bidder; or

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- (B) Where DWP becomes aware of factual evidence (other than the latest financial statements) which indicates that the financial health of the AtW: MHSS Bidder, Parent Company or Group is significantly different from that portrayed in the latest full audited accounts, for example but not exclusively:
 - a. A court ruling which has financial consequences for the AtW: MHSS Bidder;
 - b. Loss by the AtW: MHSS Bidder of a material contract or area of provision;
 - c. A contingent liability of the AtW: MHSS Bidder crystallising;
 - d. Recall of debt of the AtW: MHSS Bidder by a bank or other lender; and/ or
 - e. Loss of key personnel by the AtW: MHSS Bidder; or
- (C) Cessation of trading by the AtW: MHSS Bidder or the AtW: MHSS Bidder going into receivership, administration or becoming insolvent.

If, following the FVRA at paragraph 5.2 above, the AtW: MHSS Bidder's Contractor Financial Capacity is re-set below the Relevant Contractor Financial Capacity, the AtW: MHSS Bidder can submit additional information and supporting evidence to the Authority prior to the end of the ATW: MHSS Tender evaluation and clarification (see paragraph 1.1. of Section B) for consideration. This may result in an increased Contractor Financial Capacity being set and exclusion from the AtW: MHSS Mini-Competition being avoided.

- 5.6 The Authority will only consider evidence and reasoning for increasing the Contractor Financial Capacity that is submitted prior to the end of the ATW: MHSS Tender evaluation and clarification period (see paragraph 1.1 of Section B). The evidence may include but is not limited to review of new financial statements, change in company debts and/or financing arrangements and evidence of working capital funding, performance bonds, ESCROW, company and/or personal guarantees. If an AtW: MHSS Bidder fails to submit information that results in its Contractor Financial Capacity being increased sufficiently (i.e. to Relevant Contractor Financial Capacity or above), the Authority reserves the right to exclude the AtW: MHSS Bidder from the AtW: MHSS Mini-Competition.

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SECTION G: ANNEX S: CONTRACT COST REGISTER (CCR) INSTRUCTIONS

1 Completing the CCR Documentation

- 1.1 You must complete the CCR documentation and supporting assumptions electronically using the spreadsheet provided.
- 1.2 To open, click on the attachment, which should automatically open up the file. The attachment was produced in Microsoft Excel 365. Please ensure your return CCR is completed in Microsoft Excel 2010 or later versions.
- 1.3 The CCR contains twenty-two worksheets which are listed below:

Sheet Title	Content includes²
'Declaration'	Summary of AtW: MHSS Contract Offer and Declaration.
'Variability of Costs'	Percentage allocation of Cost type (Fixed, Variable, Semi Variable) and description of each cost.
'Annual Cost Register'	A list of costs expected to be incurred in delivery of this contract & unit price summary
'Monthly Cash Flow Forecast'	A forecast of monthly cash flow
'1a. Staff Costs'	Proposed costs in 'Staff' category
'1b. Staff - Job Roles'	Further information on 'Staff' category
'2. Accommodation Costs'	Proposed costs in 'Accommodation' category
'3. ISIT Costs'	Proposed costs in 'ISIT' category
'4. Participant Costs'	Proposed costs in 'Participant' category
'5a. Sub-contractor Costs'	Proposed costs in 'Sub-contractor' category
'5b. Sub-contractor Profiles'	Further Supply Chain information
'5c. Sub-contractor Costs Detail'	Proposed costs in each category by individual Sub-contractor
'5d. Sub-contractor Costs Tables'	Summary of the breakdown of costs across each Sub-contractor and in total
'6. Other Operating Costs'	Proposed costs in 'Other Operating Costs' category
'7. Consultancy Service Costs'	Proposed costs in 'Consultancy Services' category
'8. Corporate Overheads'	Proposed costs in 'Corporate Overheads' category

² Please note that this is only a summary of certain content, and you should refer to the CCR itself to see the entire information required

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'9. Other Costs'	Proposed costs in 'Other' category
'10. Profit and Risk Premium'	Proposed 'Profit' and 'Risk Premium' and VAT status on revenue.
11. Volumes	Monthly volumes provided for the AtW MHSS contract
'12. Assets'	Contract Assets schedule
'13. Working Capital Requirements'	An explanation of Working Capital available
'14. Additional Information'	An optional worksheet to add further information

- 1.4 Each worksheet is named in the tabs at the foot of the worksheet. To enable ease of use, all cells requiring input are highlighted in yellow throughout the CCR document. Cells highlighted in grey are populated, using formulae, from other data in the workbook.

N.B. throughout the CCR all costs MUST:

- Exclude the AtW: MHSS Bidder's Output VAT but include any non-reclaimable input VAT (Please see Section G Paragraphs 23.14-23.18 on VAT)
- Not include indexation, as it shall not apply throughout the AtW: MHSS Contracts; and
- Include the AtW: MHSS Bidder's assumptions on inflation within the costs input on the CCR.

2 Instructions for completion of the CCR document

- 2.1 It is recommended that AtW: MHSS Bidders regularly refer to this guidance to ensure that their AtW: MHSS Tender is completed accurately and robustly. **In-depth calculations and assumptions are a mandatory requirement throughout the CCR.** Any managing agent fee must be shown in the relevant individual component cost categories.
- 2.2 The Authority has provided a table below which defines the AtW: MHSS Contract years **for purposes of the CCR documentation only:**

Contract Year	Period
Year 0	May 2024 – July 2024
Year 1	August 2024 – July 2025
Year 2	August 2025 – July 2026
Year 3	August 2026 – July 2027

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Year 4	August 2027 – July 2028
Year 5	August 2028 – May 2029

3 ‘Declaration’ Worksheet Guidance

Enter AtW: MHSS Bidder details in ‘Declaration’ Worksheet

- 3.1 Within the ‘Declaration’ worksheet, please enter the name of the organisation bidding for this contract in Cell E4.

Complete the Declaration Section

- 3.2 In Cell E11, the Authority requires the AtW: MHSS Bidder to input their Companies House registration number (where relevant).
- 3.3 The final part of this section is the Declaration. When the AtW: MHSS Bidder is satisfied all the data input within the CCR is a true and fair reflection of the AtW: MHSS Bidder’s cost data, please complete Cell C19 – C21.

4 ‘Variability of Costs’ Worksheet Guidance

- 4.1 The ‘Variability of Costs’ sets out a list of costs that may be incurred in delivery of the AtW: MHSS Contract.
- 4.2 The Authority requires the AtW: MHSS Bidder to consistently read the descriptions set out next to each category, thus ensuring that all costs are correctly categorised.
- 4.3 The Authority has categorised the costs into nine categories:
- Staff Costs
 - Accommodation Costs
 - ISIT Costs
 - Participant Costs
 - Sub-contractor Costs
 - Other Operating Costs
 - Consultancy / Professional Service Costs
 - Corporate Overheads
 - Other Costs

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- 4.4 The cost categories set out are classified as the 'Allowable' costs for an AtW: MHSS Contract. For a cost to be deemed 'Allowable' it must meet the following criteria:
- Appropriate – the cost would be expected to be incurred in the conduct of delivering the service in question and should be able to withstand public scrutiny.
 - Attributable – the cost is incurred in fulfilment of the service.
 - Reasonable – the cost should not exceed what might be expected to be incurred in the normal delivery of the service.
- 4.5 For each cost line the Authority wishes to understand the percentage split between each 'cost type'. The 'cost types' are listed below with an explanation of what each means. For this exercise, please ensure the total adds up to 100% and therefore the whole cost line is covered. The definition of each 'cost type' is provided below:
- Column I: 'Fixed' – This cost is constant, irrespective of activity levels and other measures of activity, for example rent.
 - Column J: 'Variable' - This cost varies in relation to changes in the business activity, for example staff salaries.
 - Column K: 'Semi Variable' – This is a cost that varies in relation to changes in the business activity, e.g. new accommodation required when the maximum m² is reached in available office space, which would be a fixed cost until new m² is required.
- 4.6 The Authority also wishes to understand what the 'Cost Drivers' are for each cost line. A 'Cost Driver' is defined as 'the business activity that triggers a change in the value of a cost line'. For 'Variable' costs please explain the relevant 'Cost Driver' for each cost line. For 'Semi-variable' costs please explain what the 'Cost Drivers' are and at what point the change in value of costs is triggered. This should be explained in the free text area in Column L.
- 4.7 In Column A, please ensure each line from Row 11 – 45 does not contain "FALSE". This is conditionally formatted to ensure all the 'Cost type' options add up to 100%. The Authority will ask the AtW: MHSS Bidder to re-submit their CCR document before the end of the tender evaluation and clarification period (see Section B) if there are any "FALSE" displayed in this Column (if the AtW: MHSS Bidder fails to re-submit a CCR (that does not display "FALSE") before the end of the tender evaluation and clarification period, it will be excluded).

5 Not used

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6 ‘Annual Cost Register’ Worksheet Guidance

- 6.1 From Row 12 to 59, the Contract Costs, Risk Premium and Profit will be populated automatically from inputs within other worksheets. This will provide you with an Indicative Total Contract Price on Row 59. Please note that the section is on an accruals basis not a cash basis and does not require any input from the AtW: MHSS Bidder.
- 6.2 Calculation of Unit Price Summary
From Row 62 to 65, the Unit Prices for each of the three stages of outcomes will be populated automatically from inputs within other worksheets.
- 6.3 Calculation of Income Summary
From Row 69 to 74, the incomes for each of the three stages of outcomes will be populated automatically from multiplying the volumes and the payment model principle by the Unit Price stated above for that outcome type.

7 ‘Monthly Cash Flow Forecast’ Worksheet Guidance

- 7.1 The Authority requires a monthly Cash Flow Forecast which will aid us in understanding AtW: MHSS maximum working capital requirements and break-even points in the AtW: MHSS Contracts. Please input the forecasted monthly Cash Flow for each cost line (Rows 12 – 54) for the whole life of the Contract.
- 7.2 As this profile is on a Cash Flow basis, The Authority expects the totals of ‘Total Provider Costs’ for the whole Contract should be equal to the ‘Total Provider Costs’ in the ‘Annual Cost Register’. Cell A56 should show “TRUE” to indicate this is the case.
- 7.3 You only need to complete the cells in Yellow. Your revenue will be derived from the volume profile per month and the unit price per assessment type. Rows 67-69 show ‘Cumulative Revenue’ against ‘Cumulative Costs’ which then calculates a ‘Surplus or Deficit’. The month at which this first displays a positive figure will represent the forecasted break-even point. The maximum working capital requirement will be determined by the lowest cumulative deficit figure.

8 Completion of Worksheets 1 – 10

- 8.1 Worksheets 1 – 10 require the AtW: MHSS Bidder to complete a list of all costs that will be incurred in delivery of an AtW: MHSS Contract (if successful in the AtW: MHSS Mini-Competition). In addition to costs, it will also ask the AtW: MHSS

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Bidder to state the levels of Risk Premium and Profit included in the bid. All cost figures **must** be input in £ (GBP).

- 8.2 This guidance sets out instruction for the completion of all cost categories within the CCR document. An example of the calculation table used in the majority of cost lines is below:

Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)

9 Generic Guidance for Completion of Calculation Tables

- 9.1 Please ensure you read the description for each category carefully, ensuring that all costs are categorised appropriately within the CCR.
- 9.2 All cost calculations and detailed assumptions that the AtW: MHSS Bidder has made to arrive at the cost **must** be disclosed. This level of detail is required to help The Authority understand how the AtW: MHSS Bidder has calculated the costs.
- 9.3 It is **mandatory** for AtW: MHSS Bidders to show complete calculations for all significant costs and AtW: MHSS Bidders **must** include all sub-costs; e.g. where a cost is made up of several smaller calculations these should also be provided. This provides the opportunity for the Authority to replicate the calculation to be assured of accuracy and understand how the underlying assumptions may impact cost.
- 9.4 While the tables are free format to allow AtW: MHSS Bidders opportunity to set out the calculations as they wish, the spreadsheet provides cells in a tabular format to help set out the calculation. Examples of calculation table completion are included in the relevant sections within this guidance. Please note, any examples, including the figures used, are purely for illustrative purposes only.
- 9.5 Calculation tables are free format; however, there is a formula to calculate the total cost for each Year. You will find this at the bottom row for each table. Please ensure that for each sub line of costs, the total cost is included in the 'Cost (£)' column so that the total aggregates for each year.

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- 9.6 AtW: MHSS Bidders **must provide full and detailed underlying** assumptions to explain how the costs provided in the calculation tables have been determined. This includes all Sub-calculations made when calculating an overall category of cost.
- 9.7 AtW: MHSS Bidders should not introduce assumptions with the intention or effect of introducing additional conditions or limitations to the requirements for the Services (as set out in the AtW: MHSS Specification and the AtW: MHSS Tender) or altering the economic balance of the AtW: MHSS Contract. The assumptions within the CCR shall, once incorporated within the AtW: MHSS Contract, be interpreted to the effect that they do not introduce any such additional conditions or limitations or alter the economic balance of the AtW: MHSS Contract. The Authority reserves the right to exclude any AtW: MHSS Tender which contains any such assumptions.
- 9.8 These tables are password protected to prevent required formulae being deleted or amended in error and as such AtW: MHSS Bidders are unable to extend the tables within this worksheet. If AtW: MHSS Bidders find there is insufficient room, please use the '14. Additional Information' worksheet.

10 '1a. Staff Costs' Worksheet Guidance

Section 1.1 – Direct Staff Costs

- 10.1 The AtW: MHSS Bidder is **required** to input a monthly profile of 'Direct Staffing' levels across the life of the contract. In '**Table 1 – FTE Profile**', from Cells C20 – C59, input the Direct Staff Job Roles that will be required in delivery of this Contract. **Please note, between Cells C20 – C59 you are required to type over the current Job Role, rather than deleting and re-typing. This will ensure hyperlinks remain in document for ease of use.**
- 10.2 The Job Roles that you input between Cells **C20 – C59** in 'Table 1 – FTE Profile' should now automatically correspond with 'Table 2 – Average Salaries' Cells C64 – C103.
- 10.3 In 'Table 1 – FTE Profile', please enter a monthly volume profile of Full-Time Equivalent (FTE) used in delivery of the AtW: MHSS Contract. The months in which costs are allowable are listed between Cells D19 – BL19. We require a monthly profile for each Job Role listed in Cells C20 – C59.
- 10.4 In 'Table 2 – Average Salary', for each Job Role listed in Cells C64 – C103, we require a monthly profile of the average salary. This should be input between

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Columns D – BL for each appropriate month and thereafter. Any pay-rise should be reflected in the appropriate month. Any bonus should be reflected in the average salaries – either as uplift across the months or a lump sum in the appropriate month. However, for cash flow purposes it should be entered as a lump sum. Please ensure the average salary is the full cost to you, as the employer, and includes any employer's NI or Pension contributions made.

- 10.5 **Example:** If you have the Job Role “Assessor” and you have profiled 5.0 FTE for April 2023 with a monthly salary cost to the Bidder of £3,000 per FTE. The Job Role “Assessor” will be entered into Cell C20. In Cell D20, you will profile the number “5.0” as the FTE in that particular month. In Cell D64, you will profile “£3,000” as the total monthly average salary per FTE. This structure should be followed throughout the table.
- 10.6 Row 148 will calculate the total cost each month based on the information the Bidder has input. In the example worked above, as this is 5.0 FTE x £3,000 it would total at £15,000 cost for that given month.

Section 1.2 – Management Staff Costs

- 10.7 This category should include general management, for example Performance and Supply Chain Managers. Management of direct staff should be included in ‘Direct Staff costs’. This section should also include senior management, with the time spent on this AtW: MHSS Contract apportioned. For example, if the company Chief Executive Officer would spend 15% of their time on the AtW: MHSS Contract, it should be included as ‘0.15 FTE’ in this table with their average salary.
- 10.8 The AtW: MHSS Bidder is **required** to input a monthly profile of Management Staffing levels across the life of the contract. In ‘Table 3 – FTE Profile’, from Cells C157 – C196, input the Management Staff Job Roles that will be required in delivery of this AtW: MHSS Contract.
- 10.9 The Job Roles that you input between Cells C157 – C196 in ‘Table 3 – FTE Profile’ should now automatically correspond with ‘Table 4 – Average Salaries’ in Cells C201 – C240.
- 10.10 In ‘Table 3 – FTE Profile’, please enter a monthly profile of FTE used in delivery of the AtW: MHSS Contract. The months are listed between Cells D156 – BL156. We require a monthly profile for each Job Role listed in Cells C157 – C196.
- 10.11 In ‘Table 4 – Average Salary’, for each Job Role listed in Cells C201 – C240, we require a monthly profile of the average salary. This should be input between Columns D – BL for each appropriate month. Any pay-rise should be reflected in the appropriate month. Any bonus should be reflected in the average salaries – either as uplift across the months or a lump sum in the appropriate month. Please

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ensure the average salary is the full cost to you, as the employer, and includes any NI or Pension contributions made.

10.12 Example: If you have the Job Role “Performance Manager” and you have profiled 2.0 FTE for April 2023 with a monthly cost to the Bidder of £5,000. The Job Role “Performance Manager” will be entered into Cell C157. In Cell D157, you will profile the number “2.0” as the FTE in that particular month. In Cell D201, you will profile “£5,000” as the total average salary per FTE. This structure should be followed throughout the table.

10.13 Row 285 will calculate the total cost each month based on the information you have input. In the example worked above, as this is 2.0 FTE x £5,000 it would total at £10,000 cost for that given month.

Staff Costs – Sections 1.3 – 1.6

10.14 The remaining tables in this section are for the following categories:

- Staff Related Expenses
- Staff Training
- Staff Recruitment
- Other Staff Costs

10.15 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

10.16 To support the AtW: MHSS Bidder in completion of these sections, the Authority has provided an example of how to complete the calculation tables. As you can see in the below example, the Authority requires your **assumptions detailed and full calculations included**:

Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)
Staff Travel - we expect 10 of 'Job Role 1' to staff to be mobile to support customers. Assumed travel 50 miles per week, at 45p per mile for average of 45 weeks each year. Travel paid for staff training in Implementation Period.	50.00	x	0.45		50.00	x	0.45	
	1.00	x	22.50		45.00	x	22.50	
	22.50	x	10.00	£225	1,012.50	x	10.00	£10,125

11 '1b. Staff – Job Roles' Worksheet Guidance

11.1 For each Job Role entered in worksheet '1a. Staff Costs' the Authority would like to know further information. Below is an example table which shows the format of

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the 'Job Role Template' and how to complete the template within the CCR documentation:

Job Title:	Job Role 1
Base Salary:	£26,800
Bonus payments:	£200 performance bonus
Payrise assumptions:	1.5% per annum applied every September from Year 2
Employment Terms:	Full-time permanent contract
Caseload Assumptions	Customer caseload average of XX at peak based on using face to face meetings once per month with optional bi-weekly assuming taken up by 70% of customers 3 times each in 12 months.

11.2 Guidance on how to complete the 'Job Role Template' is as follows:

- **Job Title** – This is automatically populated from worksheet '1a. Staff Costs'. A hyperlink has been set up to allow easy access between the two worksheets.
- **Base Salary** – The Authority wishes to understand the base salary for each Job Role. This is the salary that will be paid for each Job Role upon commencement of the AtW: MHSS Contract. Please use the average base salary.
- **Bonus Payments** - Please include any bonuses paid in addition to the base salary. Please aggregate the bonuses into an Annual total.
- **Pay-rise Assumptions** – Please set out what pay rise assumptions are attached to each Job Role. This assumes an Annual pay rise system, however if pay rises occur with more regularity please state.
- **Employment terms** – Please set out the employment terms for each Job Role. If there is a split between different employment terms within a Job Role, please set out what that split is. An example of what you may input is: '50% of Staff will be on 'Fixed-term' contracts – 50% will be on 'Zero-hour' contracts.' Guidance on what employment contracts may be included can be found here:

<https://www.gov.uk/contract-types-and-employer-responsibilities/overview>

- **Caseload Assumptions** – Please set out the caseload assumptions for each Job Role and give a brief overview of what tasks and activities they will be carrying out. An example what you may input is: 'Caseworker has average caseload of 45' or 'Regional Manager (RM) has 10 Team Leaders to 1 RM'

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- 11.3 Please ensure the 'Job Role Template' is completed for each individual Job Role listed by the AtW: MHSS Bidder. The 'Job Role Template' will be cross referenced with quality documentation, so please ensure both documents are aligned.

12 '2. Accommodation Costs' Worksheet Guidance

Section 2.1 – Rent/Lease/Mortgage Costs

- 12.1 AtW: MHSS Bidders are **required** to provide full details for all Accommodation to be used in delivery of this contract.
- 12.2 For each Accommodation, please list the address in Column C. The Authority wishes to know the Start/End date for each property, whether the property has been acquired by Mortgage / Rent or Lease, the term length date and the total area of the premises.
- 12.3 In addition to the above information, please provide answers to the following questions for each property:
- **Is the property used solely for this AtW: MHSS Contract?** – The Authority wishes to understand whether the property is used in delivery of other contracts. Where the property **is** used in other contracts, we wish to know what area (in metres squared) is used in delivery of this AtW: MHSS Contract.
 - **Is the full cost of the Accommodation included in this return?** – The Authority wishes to understand whether the full cost of the Accommodation is included within this bid, or whether it is an apportionment. If an apportionment is being applied to this bid, we would like to know this apportionment is as a percentage. Please explain the methodology behind any apportionment in Cell C309.
 - **What levels of Staff are expected to work from this Accommodation?** – The Authority wishes to understand the number of Staff, expressed as an FTE, to be working from each Accommodation.
 - **How many additional staff could work from this Accommodation?** – The Authority wishes to understand what capacity each Accommodation has for extra Staffing levels.
 - **Can this AtW: MHSS Contract for Accommodation be terminated early?** – The Authority wishes to understand what termination notice is on the property. This is applicable to rented and leased property rather than mortgage. Please include details of any break clauses in the text box at Cell C309.
 - **Costs of each Accommodation** – From Columns R – W, the Bidder is required to profile the costs of each Accommodation listed, by Contract Year.

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Accommodation - Section 2.2 – 2.6

12.4 The remaining tables in this section are for the following categories:

- Fit-out Costs
- Rates
- Facilities Management Costs
- Premises Security Costs
- Other Accommodation Costs

12.5 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

12.6 To support the Bidder in completion of these sections, the Authority has provided an example of how to complete the calculation tables. As you can see in the below example, the Authority require your **assumptions detailed** and **full calculations** included:

Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)
Building Insurance for Property X. Annual Insurance is £780 per year. This will be paid over 12 months at a rate of £65 per month, property is used 75% for contract.	months	x	rate		months	x	rate	
	1.00	x	65.00		12.00	x	65.00	
	65.00	x	0.75	£49	780.00	x	0.75	£585

13 '3. ISIT Costs' Worksheet Guidance

ISIT Costs – Sections 3.1 – 3.6

13.1 The six tables in this section all have calculation tables set out for the following cost categories:

- IT Hardware
- IT Software
- IT Maintenance
- IT Security Costs
- Telephony and Communication
- Other IT Costs

13.2 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

13.3 To support the AtW: MHSS Bidder in completion of these sections, the Authority has provided an example of how to complete the calculation tables. As you can see in the below example, we require your **assumptions detailed** and **full calculations** included:

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Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)
IT Hardware - Laptops for all Keyworker staff. Cost of £800 per FTE including peripherals. FTE starting with 20 for implementation period, rising to 35 in month 1 of Year 1.	FTE		Cost		FTE		Cost	
	20.00	x	800.00	£16,000	15.00	x	800.00	£12,000

14 '4. Participant Costs'

14.1 The table in this section is for following categories:

- Participant Costs

14.2 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

14.3 To support the Bidder in completion of these sections, DWP has provided an example of how to complete the calculation tables. As you can see in the below example, the Authority require your **assumptions detailed** and **full calculations** included:

Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)
Building Insurance for Property X. Annual Insurance is £780 per year. This will be paid over 12 months at a rate of £65 per month, property is used 75% for contract.	months	x	rate		months	x	rate	
	1.00	x	65.00		12.00	x	65.00	
	65.00	x	0.75	£49	780.00	x	0.75	£585

15 '5a. Sub-contractor Costs' Worksheet Guidance

Supply Chain Information

15.1 The Authority requires information on the Supply Chain model. Please note, the Authority operates a de-minimis level of 5% of total volumes flowing to Sub-contractors. Sub-contractors that are handling less than 5% of total volumes should therefore be grouped under one-line with a full explanation so this is clear what the AtW: MHSS Bidder has done. This grouping should also be undertaken for the completion of the '5c. Sub-contractor Costs Detail' worksheet. This will ensure that all the Sub-contractor costs are captured and will match up 'Section 5.1 Payments to Sub-contractors' in worksheet '5a. Sub-contractor costs'.

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- 15.2 Hyperlinks are supplied to link each supplied Sub-contractor with a link to the place in the '5c. Sub-contractor Costs Detail' worksheet. The name on this column will be automatically updated once Cells D21 – D30 have been updated.
- 15.3 In Column D, the AtW: MHSS Bidder is **required** to provide the Sub-contractor name. The AtW: MHSS Bidder needs to provide the total volumes flowing to this Sub-contractor (where the activity is end-to-end) in Column F; this will be as a percentage of total volumes associated with the AtW: MHSS Contract. The AtW: MHSS Bidder is required to provide the Start Date when the Sub-contractor is going to start receiving referrals in Column G. The total of the percentages must not exceed 100%.
- 15.4 In Columns H through to J, the AtW: MHSS Bidder is required to provide the unit rates for amounts payable to Sub-contractors in connection with the three Outcome Payments of the service.
- 15.5 The Authority wishes to understand the contract lengths and termination periods. Please input these in Columns N and O respectively. The Authority wishes to understand if terms and conditions between the AtW: MHSS Bidder and Sub-contractors will mirror those between the Authority and the AtW: MHSS Bidder in Column P, and if not what methodology is being used. Please elaborate on payment methodologies where appropriate in Cell C53.
- 15.6 The Authority wishes to understand the specific activities of each Sub-contractor and their geographical coverage. In Column Q, please state the activities the Sub-contractor is going to undertake. The Authority wishes to understand exactly what work the Sub-contractors will be undertaking, so if further explanation is required to ensure this is the case, please add further information in Cell C53. In Column R, please state the specific geographic coverage of the Sub-contractor.
- 15.7 In Column S, the Authority wishes to know if the AtW: MHSS Bidder intends to use Open Book Management to manage each individual Sub-contractor to reflect the Bidder requirements.
- 15.8 Column K in this table has formula to calculate the total cost of each Sub-contractor. This is derived from the cost data input in Section 5.1 (see below).

Section 5.1 – Payments to Sub-contractors

- 15.9 The Authority wishes to have a monthly profile of payments expected to flow to each Sub-contractor. All Sub-contractor names previously input in Column D of the 'Supply Chain' table should automatically copy down in Cells C38 – C47.
- 15.10 Please profile, by the months listed in Columns E - BM the outcome payments expected to be paid to each Sub-contractor.

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16 '5b. Sub-contractor Profiles' Worksheet Guidance

16.1 For each Sub-contractor listed in the '5a. Sub-contractor Costs' Worksheet we require a 'Sub-contractor Profile'. The Authority has set out the table below to gather further information on each Sub-contractor.

Subcontractor Name:	Subcontractor 1
Annual Turnover:	
Which Sectors do they operate in:	
Are they a Subsidiary? If Yes, include Parent company details	
No. of Employees	
Further detail on Subcontractor activities	

16.2 The Sub-contractor names listed in sheet '5a. Sub-contractor Costs' Worksheet Cells D21 – D30 should now populate in 'Sub-contractor Name' row automatically. We require further information which is set out below.

- **Annual Turnover** – Please state the annual turnover of the Sub-contractor on their most recent Financial Statements.
- **Which sectors do they operate in** – Please state what Sectors the Sub-contractor operates in.
- **Are they a Subsidiary?** – If they are a subsidiary, the Authority would like to know who the parent company is, and in addition the ultimate parent company if applicable.
- **No. of Employees** – The Authority would like to know how many employees are currently employed by the Sub-contractor at this present time.
- **Further details of Sub-contractor activities** – Please provide a description of the services offered by the Sub-contractor and how they fit with your strategy to deliver this AtW: MHSS Contract.

16.3 The Authority requires this information to be completed for each Sub-contractor.

17 '5c. Sub-contractor Costs Detail'

17.1 This worksheet has been included within the CCR in order to capture the individual cost components of the Sub-contractors. Any expenditure which relates to Sub-

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contractor provided services must be detailed with the relevant calculations in this worksheet in order to capture the costings for each type of activity. There are separate tables and sets of narrative boxes for each of the Sub-contractors where an explanation to the costing calculations should be provided.

- 17.2 In Column C there is a Cost Selector list selection from which the cost should be selected and grouped in numerical order so that all specific cost areas are clustered together in numerical order e.g. the direct staff costs should be selected and grouped before moving on to the next selection from the list. The Cost Selector List consists of the following:

01 Sub-contractor - Staff Costs - Direct Staff Costs
02 Sub-contractor - Staff Costs - Management Staff Costs
03 Sub-contractor - Staff Costs - Staff Related Expenses
04 Sub-contractor - Staff Costs - Staff Training
05 Sub-contractor - Staff Costs - Staff Recruitment
06 Sub-contractor - Staff Costs - Other Staff Costs
07 Sub-contractor - Accommodation Costs - Rent / Lease / Mortgage Payments
08 Sub-contractor - Accommodation Costs - Fit-out Costs
09 Sub-contractor - Accommodation Costs - Rates
10 Sub-contractor - Accommodation Costs - Facilities Management Costs
11 Sub-contractor - Accommodation Costs - Premises Security Costs
12 Sub-contractor - Accommodation Costs - Other Accommodation Costs
13 Sub-contractor - ISIT Costs -IT Hardware
14 Sub-contractor - ISIT Costs -IT Software
15 Sub-contractor - ISIT Costs -IT Maintenance
16 Sub-contractor - ISIT Costs -IT Security Costs
17 Sub-contractor - ISIT Costs -Telephony and Communications
18 Sub-contractor - ISIT Costs -Other IT Costs
19 Sub-contractor – Participant Costs – Other Participant Costs
20 Sub-contractor - Other Operating Costs - Printing and Stationery
21 Sub-contractor - Other Operating Costs - Office Equipment
22 Sub-contractor - Other Operating Costs - Postage and Courier
23 Sub-contractor - Other Operating Costs - Marketing Costs
24 Sub-contractor - Other Operating Costs - Storage Costs
25 Sub-contractor - Other Operating Costs - Other Operating Costs
26 Sub-contractor - Consultancy / Professional Service Costs - Legal Fees
27 Sub-contractor - Consultancy / Professional Service Costs - Auditing Fees
28 Sub-contractor - Consultancy / Professional Service Costs - Interpretation Services

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29 Sub-contractor - Consultancy / Professional Service Costs - Other Costs
30 Sub-contractor - Corporate Overhead Costs - HR Support
31 Sub-contractor - Corporate Overhead Costs - Finance Support
32 Sub-contractor - Corporate Overhead Costs - Financing Costs
33 Sub-contractor - Corporate Overhead Costs - Other Corporate Overheads
34 Sub-contractor - Other Costs
35 Sub-contractor - Risk Premium
36 Sub-contractor - Profit

N.B. all recoverable VAT must be excluded across the costs entered.

- 17.3 This is an example of 4 FTE Assessor roles with annual salary costs of £24,000 each per year being calculated for 2 weeks in the implementation period.

Subcontractor 1		Year 0			
Cost Selector	Cost Descriptor	Calculation Cells			Cost (£)
		If staff costs then please input FTE or if Rent / Lease / Mortgage payments please input m² and any other figure relevant to the calculation	If Staff Costs please input Average Annual Salary details or if Rent / Lease / Mortgage payments please input the cost per m² or any other figure relevant to the calculation	Please input any figure relevant to the calculation	
01 Subcontractor - Staff Costs - Direct Staff Costs	Keyworker	4.00	24,000.00	0.04	£3,692

- 17.4 To ensure that the total costs of the Sub-contractor provision is captured then any costs that cannot be detailed into the specific cost selectors should be grouped together under '34 Sub-contractor - Other Costs' - with a description included in the calculation of other costs narrative box.
- 17.5 In column G there is a cost descriptor which has text entry to allow a description to be included with the cost selection e.g. where the cost selection was for '01 Sub-contractor – Staff Costs – Direct Staff Costs' then the cost descriptor can be used to advise that these costs are for 'Keyworker'.
- 17.6 The calculation columns are spread across Year 0 through to Year 5 and each set of columns are formatted in a similar fashion. There are 3 columns to input numerical values and a final column to input the calculation that will be made through using these 3 numerical values. If '01 Sub-contractor Direct Staff Costs' or '02 Sub-contractor - Management Staff Costs' are selected, then the first column must contain the FTE value of the calculation and the second column must contain the average annual salary of the selected post for use in the calculation of the overall cost. If '07 Sub-contractor - Accommodation Costs – Rent / Lease / Mortgage

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Payments' are selected, then the first column must contain the area of accommodation (m²) and the second column must contain the cost per m² of the accommodation for use in the calculation of the overall cost.

- 17.7 The total costs for each Sub-contractor must combine to equal the Total Payments to Sub-contractors within Table 5.1 of Worksheet '5a. Sub-contractor Costs'. There are checks in column A to ensure that the total costs being listed within this table match the total payments being made to the Sub-contractor in table 5.1 Payments to Sub-contractors. This is to ensure that the total payments being made to the individual Sub-contractor match the Sub-contractor costs for the service.

18 '5d. Sub-contractor Costs Tables'

- 18.1 This worksheet summarises the cost information that has been supplied within the '5c. Sub-contractor Costs Detail' worksheet. There is a summary of the total costs supplied in rows 424– 459.

19 '6. Other Operating Costs' Worksheet Guidance

Other Operating Costs - Sections 6.1 – 6.6

- 19.1 In this Worksheet there are six sections:

- Printing and Stationery Costs
- Office Equipment
- Postage and Courier
- Marketing Costs
- Storage Costs
- Other Operating Costs

- 19.2 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

- 19.3 To support the AtW: MHSS Bidder in completion of these sections, the Authority has provided an example of how to complete the calculation tables. As you can see in the below example, we require your assumptions detailed and full calculations included:

Please list each item below - please ensure supporting calculations are included for each line	Year 0				Year 1			
	Calculation cells			Cost (£)	Calculation cells			Cost (£)
Contract with X Courier, prices set at £2 per item. Estimated at average of 250 sent per month	n/a				2.00	x	250.00	
					12.00	x	500.00	£6,000

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- 19.4 In order for the Authority to fully understand all 'Other Operating Costs' please ensure supporting information, and any other assumptions are entered in C310.

20 '7. Consultancy Services Cost' Worksheet Guidance

Consultancy Services – Sections 7.1 – 7.4

- 20.1 In this Worksheet there are four sections:

- Legal Fees
- Auditing Fees
- Interpretation Services
- Other Professional / Consultancy Services

- 20.2 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

- 20.3 To support the AtW: MHSS Bidder in completion of these sections, the Authority has provided an example of how to complete the calculation tables. As you can see in the below example, we require your assumptions detailed and full calculations included:

Please list each item below - please ensure supporting calculations are included for each line	Year 0			
	Calculation cells			Cost (£)
Legal Fees incurred for leasing property XXX to deliver the Contract. Costs incurred are a one-off fee of £2,500 based on quotes.		1.00	2,500.00	£2,500

- 20.4 In order for the Authority to fully understand all 'Consultancy Service Costs' please ensure supporting information, and any other assumptions are entered in C132.

21 '8. Corporate Overheads' Worksheet Guidance

- 21.1 The Authority wishes to understand the AtW: MHSS Bidder organisation's overall 'Corporate Overheads' structure. Within this worksheet, the Authority has provided a free-text box in Cell C16 to allow the AtW: MHSS Bidder to fully explain current organisation structure in relation to 'Corporate Overheads' and the allocation method used.

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Corporate Overheads - Section 8.1 – 8.4

21.2 In this worksheet there are Four sections:

- HR Support Costs
- Finance Support Costs
- Financing Costs
- Other Corporate Overheads

21.3 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

21.4 In order for the Authority to fully understand all 'Corporate Overheads' please ensure supporting information and any other assumptions are entered in C99.

22 '9. Other Costs' Worksheet Guidance

22.1 The Authority anticipates the CCR cost categories are comprehensive to cover all costs in relation to this AtW: MHSS Contract, so the AtW: MHSS Bidder should not need to use this section. However, this section is to register costs which the AtW: MHSS Bidder feels do not fall into other categories.

22.2 The Authority will review costs in this section and may request clarifications from the AtW: MHSS Bidder on the methodology behind costs being placed in this section.

22.3 Please refer to Section G: Sections 8 & 9 for the generic guidance on completion of the calculation tables provided.

22.4 In order for the Authority to fully understand all Other Costs please ensure supporting information and any other assumptions are entered in C75.

23 '10. Profit and Risk Premium' Worksheet Guidance

Risk Premium

23.1 The Authority requires AtW: MHSS Bidders to include the risk premium costs applied to this bid to be added in the Risk Premium table within this worksheet, and not apportioned to individual cost lines. This provides assurance to the Authority that the AtW: MHSS Bidder has considered risk and an appropriate cost has been included, where appropriate.

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- 23.2 In Column C, the AtW: MHSS Bidder **must** provide a full description of the risk included within the bid. In Column F, the Authority wants to understand what mitigations the AtW: MHSS Bidder has put in place, or is planning to put in place, in order to mitigate this risk.
- 23.3 In Column H, the Authority requires the AtW: MHSS Bidder to classify the likelihood of the risk as either 'High, Medium or Low'. In Column J, the Authority requires the AtW: MHSS Bidder to classify the severity of the risk as either 'High, Medium or Low'.
- 23.4 In Columns L – Q, the AtW: MHSS Bidder will need to detail what cost they have applied to each risk. Column R is formula based and calculates the total cost of the risk across the AtW: MHSS Contract. If they have not applied a cost to the risk, the AtW: MHSS Bidder **must** still explain any mitigation in place to manage the risk.
- 23.5 The AtW: MHSS Bidder **must** ensure there is sufficient information regarding the risk and mitigations in place; otherwise the Authority may seek a clarification from the AtW: MHSS Bidder. The Bidder has the opportunity to provide all relevant information in the free text box in Cell C35.
- 23.6 AtW: MHSS Bidders' attention is drawn to Schedule 7.7 of the draft AtW: MHSS Contract.
- 23.7 One risk has been pre-populated for the inclusion of TUPE as a 'Risk Premium'. AtW: MHSS Bidders should complete this line as applicable and show all workings in the free text box Cell 35 or in Tab 14 'Additional Information'.
- 23.8 The TUPE Risk Premium shall cover only additional costs in the categories set out in paragraph 5.2 of Schedule 7.7 of the Agreement, which arise as a direct consequence of the transfer of any Transferring Former Supplier Employees to the Supplier under the Employment Regulations.
- 23.9 AtW: MHSS: Bidders must not include any TUPE Additional Costs within their AtW: MHSS: Tender except within the TUPE Risk Premium.
- 23.10 For the avoidance of doubt, AtW: MHSS Bidders shall not include any element of profit in their calculation of risk premiums.

Profit

- 23.11 The Authority requires the AtW: MHSS Bidder to include the profit amount applied to the bid per year in the 'Profit' table within this Worksheet. The profit level **must** be shown separately and **not** be apportioned across cost lines.

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- 23.12 The AtW: MHSS Bidder should provide information explaining how profit has been calculated and how the amount has been identified in the free text box in Cell C52. The Profit figure should be applied each Year in Row 50.
- 23.13 If the AtW: MHSS Bidder does not wish to apply profit to this AtW: MHSS Contract, this section should clearly identify why and explain how the AtW: MHSS Bidder will fund any under-performance on this AtW: MHSS Contract.

VAT Status

- 23.14 The VAT rate should be selected from the drop-down menu in Cell F70. The VAT rate will be applied to the invoices produced by the PRaP self-billing system. The AtW: MHSS Bidder **must** be able to assure the Authority that the VAT rate quoted are correct.
- 23.15 The responsibility for determining the VAT rate(s) to be applied to an AtW: MHSS Tender lies with the AtW: MHSS Bidder. It is not appropriate for the Authority to provide VAT advice to AtW: MHSS Bidders, nor is it appropriate for the Authority to suggest what VAT rate(s) should be applied to the AtW: MHSS Tender or elements thereof. If AtW: MHSS Bidders are unsure about the VAT status of this contract, advice should be sought from an appropriate expert, or liaise with HMRC directly.
- 23.16 Where an AtW: MHSS Bidder is still seeking confirmation of the VAT rates(s) to be applied to the AtW: MHSS Tender from HMRC or other Tax Specialist by the bid Submission Deadline, the AtW: MHSS Tender **must** be submitted on time. In this eventuality, the AtW: MHSS Bidder **must** clearly state that advice is still being sought and provide a proxy VAT rate(s) which should be confirmed before the end of the tender evaluation and clarification period (see Section B) via the Jaggaer Portal.
- 23.17 Where a AtW: MHSS Bidder feels that the VAT rate to be applied should be anything other than standard rated VAT (20%) they **must** clearly state their reasoning for this.
- 23.18 If AtW: MHSS Bidders consider their input VAT (or parts thereof) for component goods and services relating to this contract is not reclaimable from HMRC and have included the VAT amount within their costs, they **must** include full details of the amounts included at Cell C73. Calculations for the non-recoverable Input VAT included within costs and an explanation as to why the AtW: MHSS Bidder cannot reclaim from HMRC **must** be provided.

24 '11. Volumes' Worksheet Guidance

- 24.1 The Authority has provided the forecast volumes by month for the period of the AtW: MHSS Contract for the three outcome types of service.

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- 24.2 The Authority has also provided expected conversion rates for the volumes, a breakdown of forecasted income and a breakdown of the unit prices.
- 24.3 The AtW: MHSS Bidder's input is not required on this worksheet.

25 '12. Assets' Worksheet Guidance

- 25.1 In order to comply with International Financial Reporting Standards (IFRS) the Authority **must** consider any IFRS implications and potential impact on its Statement of Financial Position (SoFP) as a result of, but not exclusively, IAS 17 (Leases), IFRIC 4 (determining the existence of a lease), IFRIC 12 (Service concession) and IFRS 16 (Leases) which is effective for reporting periods beginning on or after 1st January 2019. To do this, we require the AtW: MHSS Bidder's assistance in providing full details of any assets that will be bought or leased if awarded an AtW: MHSS Contract.
- 25.2 There are 5 tables that allow Bidders to provide details of any assets that will be purchased or leased in order to deliver this contract.
- 25.3 The Authority has de-minimis capitalisation thresholds it uses when considering IFRS implications. These thresholds are;
- IT Hardware and Software - £1,000; and
 - All Other Assets - £5,000.
- 25.4 Please note that where an individual item costs less than the threshold, but forms part of a bulk asset purchase / lease whose total value is greater than the threshold, then the item should be included on this Asset Schedule on a pooled basis. For example, if purchasing ten specialist's desktop computers costing £4,000 each, these should be pooled together and recorded as a single item at a cost of £40,000 on the 'IT Hardware Table'. Please provide the total cost of bringing the asset into use in Column H, and then provide the cost apportioned to this contract in the following Column I.
- 25.5 A clearly laid out breakdown of any pooled items should be provided in the free text box underneath each table. In the example provided above a breakdown of the calculation should be provided in the 'Assets' Assumptions box, Cell C113.
- 25.6 Please provide a name, a brief description, and cost for each relevant item. Please input, for each Asset, the cost apportioned to this AtW: MHSS Contract. Please input whether it is purchased or leased. If an item is leased also complete the next column to show what the term of the lease is. Please include the units of time in months.

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- 25.7 Please provide an indication of the Useful Economic Life (UEL) of each asset. This is not to be simply taken as the period of the AtW: MHSS Contract but should be a considered and balanced view that reflects the true lifespan of the asset. The Net Book Value (NBV) at the end of the Useful Economic Life (UEL) should be provided and details of the depreciation policy for each asset type should be identified; e.g. straight-line depreciation.
- 25.8 If any item is shared with another contract, then please also enter a percentage figure to indicate how much of the asset will be used for this contract; e.g. if a building is expected to be leased but will be used to deliver this contract and two other non-DWP contracts, then it is expected that 33% would be input to reflect that usage.

26 '13. Working Capital Requirements' Worksheet Guidance

- 26.1 This worksheet has been introduced to enable the Authority to understand the Bidder's working capital arrangements for the delivery of this contract. This information will provide the Authority with assurance that the AtW: MHSS Bidder has the financial ability to implement and deliver the contract.
- 26.2 The Authority wishes to understand what proportion of the AtW: MHSS Contract you are intending to fund via: Debt, Equity, Cash or Other. The table is listed from Rows 12 – 15. Please include the splits as percentages. Please note the individual percentages must add up to 100% otherwise Cell A15 will show "FALSE". The Authority has set out definitions for each category below:
- Debt – Working capital obtained by borrowing funds
 - Equity – the issue of shares
 - Cash – the use of cash reserves from within the company
 - Other – any other form of Working Capital obtained
- 26.3 In Cell E18, the highest working capital required by the Bidder will be displayed. This will be derived from the 'Monthly Cash Flow Forecast' worksheet Row 69 which sets out the difference between revenue and costs by month through the AtW: MHSS Contract.
- 26.4 In Column C, the Authority requires the Bidder to list the sources of Working Capital they have available to support delivery of this AtW: MHSS Contract. For example, this could, be cash, rolling credit facility or parent company loans. In the event of this being a parent company loan, please include details about whether the parent company has funded this through Debt, Equity or Cash. In Column D, the Bidder should set out the funds available for each source of 'Working Capital'.
- 26.5 In Column F, please provide a full, detailed description of each source of 'Working Capital' including all relevant details such as interest rates, repayment dates and

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terms. The Authority reserve the right to request third party confirmation of the sources of funding described in '13. Working Capital Requirements'.

27 '14. Additional Information' Worksheet Guidance

- 27.1 This worksheet should be used to provide any calculations and/or further information that the AtW: MHSS Bidder wishes to provide. Any calculations that do not fit in previous tables can be carried forward to this worksheet to provide extra information.
- 27.2 Any assumptions or explanations of cost should also be clearly identified with the worksheet name, cost category section and name and cell references.
- 27.3 This worksheet is not protected after the heading and description rows, which allow the AtW: MHSS Bidder the ability to format as they wish. However, AtW: MHSS Bidders are asked to ensure that the format is easy to read, is fully referenced and where possible, calculations are provided in tabular format.

ANNEXES

The following documents shall form part of the AtW: MHSS ITB and can be found on the Portal.

Title
Annex A – Supply Chain Table
Annex F - Offshoring
Annex G – TUPE (Supplier's Alternative View)
Annex H – TUPE (Authority's View) plus Supplier TUPE List
Annex J – Key Staff
Annex Q – FOIA (Commercially Sensitive Information)
Annex S - Contract Cost Register
Information Security Questionnaire
Draft AtW: MHSS Contract
AtW: MHSS Specification
MI Data