Volume 1

The Invitation to Tender

London Hospital Based Youth Work

Evaluation Partner

14/06/2023

Mayor’s Office for Policing and Crime

City Hall, The Queen’s Walk,

London

SE1 2AA

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# Introduction

## Overview

This Invitation to Tender (ITT) is being issued to bidders.

VRU’s contact details can be found in paragraph **3.5.2** and **3.8** of this document.

This ITT forms part of a competitive procurement for the award of a contract for the delivery of Hospital Based Youth Work Evaluation partner (HBYW Evaluation Partner).

As an evidence-based organisation, the VRU seeks to use research and analysis to help inform our decisions and work. Part of this involves conducting or commissioning evaluation research to help understand how commissioned services are working, and whether services are delivering the results expected for the A&E sites - Hospital Based Youth Work .

It is to be conducted in accordance with the Light Touch Regime (LTR) as implemented in the UK by the Public Contracts Regulations 2015 and will be undertaken via a non-mandatory Open Procedure.

This procurement is being conducted in accordance with MOPAC’s duty to deliver best value through its commissioned services. At the end of this procurement process, MOPAC may choose to award a contract. Any contract which MOPAC awards will be to the supplier, partnership or consortium, who submitted the most economically advantageous tender.

You are required to respond to all sections of this ITT.

## Document Structure

This ITT contains three volumes incorporating the following:

* 1. The Invitation to Tender
	2. Specification
	3. Selection Questionnaire
	4. Tender Evaluation Criteria
	5. Pricing Schedule
	6. Proposed Commercial Documents including the Form of Tender
	7. Terms and Conditions

Volume 1 (The Invitation to Tender) includes sections as set out in the Table of Contents of this document.

Volume 2 (The Specification) sets out VRU’s requirements for the Service to be provided.

Volume 3 (Terms and Conditions) will form the basis for the contract between MOPAC and the Successful new Provider.

You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the Successful new Provider(s) will be required to carry out the Service in accordance with the terms of the contract.

# Background

## Introduction

This section provides you with background information on the A&E Hospital Based Youth Work and led by the Mayor of London’s Violence Reduction Unit (VRU)

The VRU is seeking to procure a evaluation partner for the In Hospital Based Youth work services in 5 London Hospital sites. This service will provide research and evaluation and impact of HBYW, the evaluation partner will work with the HBYW service providers as well as the HBYW Learning Partner to conduct research and analysis to measure impact.

The VRU and MOPAC currently fund in hospital youth work services within all 4 MTCs in London and 7 A&E departments. See appendix 1 for a map of hospital sites delivering this service.

## VRU Overview

## The Mayor’s Office for Policing and Crime (MOPAC) was established on 16th January 2012 under the Police Reform and Social Responsibility Act 2011. MOPAC holds the Metropolitan Police Service to account; making the police answerable to the communities they serve. MOPAC is the Police and Crime Commissioning body for London.

## London’s Violence Reduction Unit, (VRU) which was established in 2018, is a separate unit within MOPAC that brings together specialists from health, police, local government, probation and community organisations to tackle violent crime and the underlying causes of violent crime.

## The VRU was established to coordinate a fundamentally new public health approach to reducing violence and spreading opportunity in London. We know the best time to stop violence is before it starts. The VRU is tackling violence through a programme of investment, partnership with public and voluntary sector organisations, developing research and data, and critically, putting London’s communities and young people at the heart of its public health approach.

## The VRU has a focus on keeping young Londoners safe, recognising that children and young people can be exposed to vulnerable situations in a range of social contexts that go beyond the family. The VRU’s core objectives include commitments to prioritise wellbeing and achievement in school; to support individuals to become more resilient; and to make London a safer and more compassionate city.

## MOPAC Overview

The Mayor’s Office for Policing and Crime (MOPAC) was established on 16th January 2012 under the Police Reform and Social Responsibility Act 2011. MOPAC holds the Metropolitan Police Service to account; making the police answerable to the communities they serve. MOPAC is the Police and Crime Commissioning body for London.

MOPAC is required to work in partnership across agencies at a local and national level to ensure there is a unified approach to preventing and reducing crime.

MOPAC has responsibility, devolved from the Ministry of Justice, for the commissioning and provision of support services for victims of crime in London.

MOPAC is responsible for delivering the Mayor of London’s Police and Crime Plan. More details of the work of MOPAC can be found at [https://www.london.gov.uk/what-we-d0/mayor’s-office-policing-and-crime-mopac](https://www.london.gov.uk/what-we-d0/mayor%27s-office-policing-and-crime-mopac) and MOPAC expects that you will review the publicly available material relating to various aspects of this procurement.

## Scope and Requirements of the Service

The VRU is seeking a Provider to design and deliver a high-quality mixed methods evaluation of the Hospital Based Youth Work programme exploring both the process of implementation and impact of the programme in relation to its desired outcomes at individual and organisational/systems levels.

In order to inform the evaluation and encourage sustainable evidence-based practice, the Provider will work with delivery partner & learning partner, providing support and dynamic feedback across key elements of programme monitoring and implementation.

We are therefore seeking a highly experienced research team with excellent communication skills, experience working with sensitive data and a background that shows strong engagement with minoritized and marginalised communities.

Given the ambition to triangulate with administrative data sets to demonstrate impact, experience working with sensitive health & police data, navigating NHS ethics committees and extensive experience developing robust and secure data sharing arrangements is desirable.

We welcome collaborative bids, for example, working with an academic partner. To help navigate data sharing and ethics approvals and to facilitate consideration of wider health outcomes, we recommend bidders to include the use of clinical researchers as part of their proposal.

**The contract will be run for 24 months with a 1 + 1 year extension option from October 2023 to September 2027.**

## Contract Value

### The 24 months contract value for the initial 24 months is £250,000 excluding VAT and £125,000 for the 1+1 year extension option, the total contract value including extension is £375,000 Excluding VAT.

# The Procurement Process

## Introduction

This section describes in broad terms the award process following the issue of this ITT.

## The Procurement Process

MOPAC is conducting this procurement through the Light Touch Regime (LTR) within the Public Contracts Regulations 2015, which will be undertaken via a non-mandatory open procedure.

**PLEASE NOTE:** No information in this document is, or should be relied upon as, an undertaking or representation as to MOPAC’s ultimate decision in relation to the youth domestic abuse service requirement. MOPAC reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. This will be subject to the normal rules of public law, UK principles and procurement rules.

Moreover, MOPAC reserves the right to provide further information or to supplement and / or to amend the procurement process for this ITT. You enter into this procurement process at your own risk. MOPAC shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether or not MOPAC has made changes to the procurement process.

MOPAC also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, MOPAC will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.

## Format of Tenders

The format for your tender can be found in Section 4.

## Bidders’ Costs

You are reminded that you are solely responsible for the costs, which you incur, as a result of your participation in this procurement.

## Procurement Timeline

The key dates for the procurement process are stated in the table below (Procurement Timetable). These dates are provided for your **guidance only** and are **subject to change**.

|  Procurement activity | Timeframe guide |
| --- | --- |
| ITT Issued | 19th June 2023 |
| ITT clarification deadline | 18th July 2023 |
| Tender Submission Deadline | 8th August 2023 12pm |
| Evaluation of tenders | Scoring 15th - 24 August 2023  |
| Moderation Meeting | 30th – 31th August 2023 |
| Clarification/Interviews Questions (**if required**)  | TBC |
| Notify bidders | 18th Sept 2023 |
| Standstill Period – Standstill letters issued to bidders.  | 18th - 29th Sept 2023 |
| Preferred bidder confirmation of commitments, contract signing |  29th Sept 2023 |
| Contract Mobilisation | October 2023 |
| Service Commencement  | Late October 2023 |

**PLEASE NOTE:** You must submit any questions relating to this ITT to VRUProcurement@london.gov.uk no later than the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5. When sending your clarifications to the VRU commissioning inbox please use the subject **‘HBYW Evaluation Partner’**.

You should be aware that:

### if, in MOPAC’s view, questions are of a general nature, MOPAC will provide copies of questions in a suitably anonymous form, together with answers, to all bidders;

### if bidders consider that a question is commercially sensitive, they should state this and, if MOPAC’s determines that the question is of a commercially sensitive nature, it will respond only to the bidder seeking clarification (for the avoidance of doubt, if MOPAC deems that the question is not commercially sensitive it will give the bidder the option to withdraw the question, or will provide a copy of the question and the response to all bidders); and

### the clarification process will be conducted based on the equal, transparent and non-discriminatory treatment of bidders.

**PLEASE NOTE:** MOPAC reserves the right not to answer ITT clarification questions, which it receives after the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5.

## Presentations / Clarifications

As detailed in Table 1 (Procurement Timetable) of paragraph 3.5 above, MOPAC reserves the right to conduct Presentation / Clarification meetings as part of the evaluation process the time to be confirmed after the return of the tender. MOPAC may clarify elements of your or other bidders’ submissions and reserves the right to:

### re-visit the evaluation scoring; and

### ask further clarification questions.

## Compliant Tenders

A compliant tender must:

### comply with the submission arrangements and conditions set out in paragraph 3.8**.** (Submission Arrangements and Administrative Instructions) below; and

### address all category modules as further described in Section 4 (Bidders’ Tenders) of this Volume 1.

## Submission Arrangements and Administrative Instructions

This paragraph describes submission arrangements for bidders’ tenders.

You must email your completed tender documents to **VRUprocurement@london.gov.uk**

All documents, which comprise your tender, must be received by the VRU no later than **12:00 noon on 8th August 2023**. You are advised to submit your tender allowing an adequate amount of time before the deadline.

The point of contact for this procurement process is:

Hatice Kaya-Henson – Commissioning and Procurement Manager, VRU.

Email- VRUProcurement@london.gov.uk

**PLEASE NOTE:** MOPAC reserves the right to reject any tender, if it has been received after the deadline set out in this paragraph 3.9.

You must provide clear contact details for any post-submission clarification questions that MOPAC may have and ensure adequate staff cover during the evaluation period.

## Rejection of Tenders

Tenders may be rejected if:

### they are not submitted by the submission date and time; or

### the complete information called for is not given at the time of responding; or

### if they are in any other way deemed non-compliant by MOPAC.

# Bidders’ TENDERs

## Introduction

The purpose of this section is to provide you with instructions on how to structure and present your tender to enable MOPAC to carry out its evaluation of your tender.

Bidders need to ensure that tenders comply with the instructions set out below:

#### all documents and materials, which comprise the tender, must be written in English;

#### bidders should not submit any additional information along with their tender, unless it has been asked for, e.g. the Annexes requested as part of the Technical Submission (for the avoidance of doubt, any additional information provided by bidders that has not been requested by MOPAC shall not be taken into account when it evaluates the tender); and

#### all tenders become the property of MOPAC upon submission and will be subject to the Freedom of Information Act 2000 (see Paragraph 6.2 for further details).

Your tender must comprise four (4) elements:

#### Volume 1 Appendix A Selection Questionnaire Submission

#### Volume 1 Appendix B Technical Submission

#### Volume 1 Appendix C Budget Template

#### Volume 1 Appendix D 1-5 Commercial Submission, made up of:

* + - D1 Form of Tender
		- D2 Conflict of Interest Declaration
		- D3 Non-Collusion Declaration
		- D4 Contract Response Template Submission
		- D5 Reserved Information

The Selection Questionnaire will consist of your response to the Questionnaire Template set out in Appendix A Selection Questionnaire Submission of this volume.

Bidders should respond to the Technical Submission on the form provided (Appendix B – Tender Response Form) and must ensure that responses meet the requirements set out below:

#### bidders must respond fully to each of the questions within the form, demonstrating their ability to meet the requirements listed in Volume 2 (The Specification) and their proposals for doing so;

#### all answers must be written in **Arial, font size 12, within the ‘normal’ set margins of Microsoft Word** and must be no longer than the page length specified in the relevant question. Any text or additional diagrams that exceed this limit (excluding the annexes requested) will be discounted by the evaluators;

#### each response of the ITT should begin on a new page, and the number of each question should appear at the start of your response, at the top of that page;

#### bidders are able to include tables or diagrams within their answers however, they must fit within the specified page limit for that question.

The Financial Submission will consist of your response to the Budget Template set out in Appendix C Budget (price) Submission. Your pricing must not exceed the budget set within 2.4.1 of this document or within Volume 2 the Specification.

Bidders should review and take into account the weighting criteria specified in [Paragraph 5.6.6](#_Weightings_Guidance)  of this Volume 1 when completing their responses.

The Commercial Submission will consist of your returned documents from Appendix D including your response to the draft contract Terms & Conditions (Volume 3) and return of Appendix D4 the Contract Response Template.

## Preferred File Formats

Please ensure that the different parts of your tender submission are returned in one of the acceptable formats set out in the table below:

|  |  |
| --- | --- |
| Response  | Preferred Format  |
| Selection Questionnaire Submission | Microsoft Word or PDF |
| Technical Submission  | Microsoft Word or PDF |
| Technical Submission: Annexes | Microsoft Word or PDF and where required Excel |
| Budget Template  | Microsoft Excel  |
| Commercial Submission |
| Appendix D1 Form of Tender | PDF |
| Appendix D2 Conflict of Interest Declaration | PDF |
| Appendix D3 Non-Collusion Declaration | PDF |
| Appendix D4 Contract Response Template Submission | Microsoft Excel |
| Appendix D5 Reserved Information  | Microsoft Excel |

# Response Evaluation

## Introduction

The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK procurement rules.

The award criteria have been developed to assist MOPAC in deciding which bidder to award a contract to on the basis that their response represents the most economically advantageous tender. The award criteria are for use by those bidders, who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that MOPAC has prior knowledge of any of your information.

We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the MOPAC prior to submission of your completed tender.

Completed tenders will be evaluated by MOPAC staff and, supported by other experts, in line with the below:

#### each question will be scored as indicated;

#### pass/fail criteria will apply as indicated, and failures will be allocated where threshold scores for failure are indicated;

#### indicated weightings will be applied to scored responses, and those tenders with no fails will be ranked;

#### award rules will be applied in regards to the minimum threshold within the technical questions;

#### the contract will be awarded to one entity (organisation/partnership or consortium); and

#### selection criteria will be revisited and any changes verified for continuing eligibility to tender.

## Abnormally Low or High Tender

 The commissioned service has a maximum budget. Your price proposal will be reviewed to consider if it appears to be abnormally high or low. An initial assessment will be undertaken using a comparative analysis of the price

proposal received from all bidders, with reference to the assumptions outlined by you.

If the assessment shows that your tender may be abnormal, then MOPAC will request from you a written explanation of your tender, or of those parts of your tender, which MOPAC considers contribute to your tender being abnormal

On receipt of your written explanation, MOPAC will verify with you the tender or parts of the tender.

If MOPAC is still of the opinion that you have submitted an abnormal offer, MOPAC will confirm this to you and will advise either that:

#### your tender has been rejected; or

#### for tender evaluation purposes, MOPAC will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tender.

## Weightings Guidance

The service will be weighted as 80% Quality and 20% Price. ‘Most Advantageous Tender (MAT)’ will be determined by Price as well as Quality.

The table below sets out the evaluation criteria and weightings to be used:

|  |  |
| --- | --- |
| **Section** | **Weighting** |
| **Selection Questionnaire (SQ)** This will include mandatory sections as well as a technical section. | Information only and Pass/Fail  |
| **Technical**How the new service will be delivered.  | 80% |
| **Price**Price breakdown of the service.  | 20% |
| **Commercial** Terms & Conditions and signed commercial documents (Form of Tender).  | Discretionary Pass/Fail |

##

## Part 1 - The Selection Questionnaire

The Selection Questionnaire contains a total of eight “Sections”. The Lead Partner/Consortium is required to complete one Selection Questionnaire for the Partnership. You will not be required to complete individual Selection Questionnaire for each member of the Partnership/Consortium. All sections are mandatory and require responses as part of the Tender. The Selection Questionnaire must be submitted at the same time as the other tender documents. Detailed completion guidance is set out in the Selection Questionnaire in Appendix A of this document, and an overview of the completion requirements and approach is set out below.

Part 1 Selection Questionnaire questions are specifically related to experience of delivering similar services and will be pass/fail questions. How the questions are scored is explained on the Selection Questionnaire form.

Bidders must pass the Selection Questionnaire in order for their Tender to be evaluated.

|  |  |
| --- | --- |
| **Section 1** | Contains two questions, the first is for the Bidder to provide details of the Bidder’s organisation and the second is to provide information regarding the Bidding Model which will clarify if the bid will be a group or single operator bid. |
| **Section 2** | Contains questions that require confirmation of your standing, failure of which could mean grounds for mandatory exclusion |
| **Section 3** | Contains questions that require confirmation of your standing, failure of which is grounds for discretionary exclusion. |
| **Section 4** | Contains questions that are focussed on your organisation’s Economic and Financial standing |
| **Section 5** | Contains questions that require further details of your organisation’s current business |
| **Section 6** | Contains questions that require further details of your organisation’s Technical and Professional Ability  |
| **Section 7** | Contains one main question that requires confirmation of compliance with the Modern Slavery Act 2015. |

## Part 2 - The Technical Section

This Part 2 Technical Section has a quality ratio of **80%.** This is because in determining the ‘Most Advantageous Tender (MAT)’, we are interested in the quality and reach of the service as the key factors impacting on value for money.

An overview of the questions and the evaluation sub-criteria are set out in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Question** | **Criteria** | **Criteria weighting** | **Word Count limit** |
| 1 | Please outline your proposed methodological approach to each element of the requirement, and your rationale for this, demonstrating your understanding of the aims and objectives of the project. * In particular please identify approach designing a quasi-experimental design, including identification of an appropriate control group.
* Any additional research questions you think would be relevant as part of this evaluation.
*
 | 30% | 1200 |
| 2  | Please outline your approach to project management for the research in a **detailed delivery plan**. This should: * Reflect key milestones and how they will be met,
* Set out key staff roles and responsibilities provide a risk register & detailed timeline for project delivery.

Please also provide **a detailed risk register**. This should:  * Identify key risks and specific mitigating actions you will take,

Refer to issues encountered in previous evaluations that limited the ability to measure impact.  | 10% | 600 |
| 3 | Please outline how you will (1) **overcome difficulties in terms of data collection and access,**  This should include: * How you will tackle issues relating to data access (where possible you should draw from examples highlighted in previous evaluations),
* How you will ensure high research ethics standards in the use of data and demonstrate experience securing research ethics approvals (particularly in a health-based context),
* Demonstration of previous experience gaining access to and working with administrative data sets (in particular, NHS systems & crime data),
* Details on how you propose to work with delivery partners and hospital stakeholders to engage with young people to obtain consent for long-term follow up engagement.

 (2) Approach to **data management and analysis** (of both qualitative & quantitative data). This should include: * Plans to work with sensitive and personal identifiable information,
* Data sharing & storage of data,
* Analysis of data and ensuring the validity of findings.
 | 1% | 600 |
| 4 | Please outline your **proposed research outputs** and your approach to development: * This should include:
* Description of your approach to the interim & final reports as well as materials for regular updates to the VRU & delivery partner,
* Your approach to the communication of findings and how you will make learning engaging to a wide variety of audiences (in particular, delivery partners, VRU stakeholders, hospital/ clinical practitioners & community stakeholders),
* Your approach to the accessibility of research outputs (including your approach to/ relevant experience sharing findings & feedback with users),
 | 20% | 800 |
| 5 | Please demonstrate **an understanding of the youth work sector and healthcare-based interventions**.  This should include: Your approach to  working with patients/ young people affected by violence and exploitation using research methodologies that reflect an understanding of the issues they face. In particular, your approach to recruiting participants from ‘hard to-reach’ groups, including strategies taken to encourage participation, * Examples of previous work with young people, including the use of engaging, dynamic approaches to understanding and conveying lived experiences (e.g. vital storytelling, video diaries, audio/visual etc.),
* Your approach to working with delivery partners and grassroots community partners involved in violence prevention,
* Experience taking a culturally responsive approach and ensuring accessibility for participants.
 | 15% | 800 |
| 6 | Please provide **an overview of all staff who will work on the project**, **in particular providing details of any academic of clinical research partners.** * The response should include which elements of the requirements will be attributed to each and the number of days they will contribute. (Ensure this is reflective of the details in the pricing schedule).
* This should demonstrate their experience and suitability to undertake this work to time and quality. Please also attach a summary CV for key staff, to provide more detail on this.
 | 10% | 400 + CVs |
| 7 | Please demonstrate **how your proposal will offer social, economic or environmental benefits to London and the community**.   * Your response should include your Social Value commitment as a result of winning the contract and should be SMART (specific, measurable, achievable, realistic, and timely.)
*
* Examples could include (but is not limited to):
* Number of new apprentices to be created by your organisation as a result of this contract.
* No. of New Jobs to be created by your organisation as a result of the contract.
* Whether you pay the National Living Wage as a minimum to everyone working on the contract.
* Number of individuals to be provided with work experience (minimum 5 days)
* Unemployed residents to be supported into work
* What support will be offered to local community organisations to support their development
* Donations to be made to local community funds to support local causes (Value)
* Support to be provided for local businesses to assist them to survive and grow (No. expert hrs)
* Reduction of carbon footprint to net zero and adapting to climate change (%CO2 reduction)
 | 5% | 400 |

\*This element of your bid will be further demonstrated as part of the Presentation/Clarification meetings. Further information can be found in paragraph 3.6

The linear scoring system set out in the table below will be applied to evaluate the Technical Submission. Each point of this scale will include a scoring rationale customised to each Technical Question.

|  |  |  |
| --- | --- | --- |
| **Title** | **Score** | **Description** |
| Outstanding | 4 | Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills and resources required to provide the requirements. Response identifies factors that will offer added value and continuous improvement, with evidence to support the response. |
| Good | 3 | Above average demonstration by the Bidder of the relevant ability, understanding, experience, skills and resources required to provide the requirements. Response identifies factors that will offer added value, with evidence to support the response. |
| Meets the Requirement | 2 | Demonstration by the Bidder of the relevant ability, understanding, experience, skills and resources required to provide the requirements, with evidence to support the response. |
| Poor | 1 | Some reservations of the Bidder’s relevant ability, understanding, experience, skills and resources required to provide the requirements, with little or no evidence to support the response. |
| Unacceptable | 0 | The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resources required to provide the requirements, with little or no evidence to support the response. |

**A minimum threshold score of 2 (‘Meets the Requirement’) must be scored for Questions 1-7 of the technical criteria to be awarded the contract, to pass the technical section of the tender and be ranked for recommendation for award of the contract.**

The technical criteria are subject to qualitative evaluation, which will be undertaken by an selected evaluation panel. The members of the evaluation panel will evaluate all bids individually.

A moderation meeting will then take place to agree a consensus score. Attending the meeting will be evaluators and a moderator. Where there is a difference in individual evaluators’ scores greater than 2 (higher or lower) then the evaluators will be asked to identify what the difference is, based on the specification and amend scores where/if agreed. Consensus scores will then be agreed based on the moderated scores.

Clarification/Interviews if required will be conducted as detailed within the table in paragraph 3.5.1 of this document. The same evaluation panel will be used. The format will be based on Bidder’s Technical Criteria submission. The consensus scores may then be adjusted (scaled up or down if required).

## The Financial Criteria

Bidders are requested to provide pricing for the initial 23months of the contract, once the VRU decides to exercise the option to extend for further two years, the Successful New Provider will be requested to submit the new pricing within the allocated total contract value as stated paragraph 2.91 .

The Financial Criteria has a ratio of 20%. In determining the ‘Most Economically Advantageous Tender (MEAT)’, we are interested in the quality and reach of the service as the key factors impacting on value for money.

The ‘Lowest Price Inverse Proportion’ methodology will be used to identify the ‘Most Economically Advantageous Tender (MEAT)’.

For the purposes of our pricing evaluation, where the formula is represented as:



* **Lowest Cost** is defined as the lowest unit price
* **Tender Cost** is defined as the relevant bidders’ unit price

The pricing template will have a clear instructions page setting out the remit of the pricing template and what should be included to ensure bids are like-for-like.

The table below provides an example of how the Lowest Price Inverse Proportion’ methodology:

EXAMPLE: The evaluation will be conducted as shown in the example below. Please note that these prices are provided purely for illustrative purposes, and should not be considered an indication of the level of pricing that MOPAC is looking for. Where:

* Tender A tender price = £105.60 price
* Tender B tender price = £109.56 price
* Tender C tender price = £116.16 price
* Tender D tender price = £121.44 price
* Tender E tender price = £92.40 price

Tender E would have the Lowest Cost and be awarded the Tender Cost and therefore given the highest score. Tender A would be given the second highest score for having the second lowest cost and so on as shown below.

Tender E 20 = £92.40 x 20 = 20%

 £92.40

Tender A 20 = £92.40 x 20 = 17.50%

 £105.60

Tender B 20 = £92.40 x 20 = 16.87%

 £109.56

Tender C 20 = £92.40 x 20 = 15.01%

 £116.16

Tender D 20 = £92.40 x 20 = 15.22%

 £121.44

The table below shows the outcome:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenders** | **Tender Price** | **% Weighting** | **Weighted Score** |
| A |  £105.60  | 20% | 17.50 |
| B |  £109.56  | 16.87 |
| C |  £116.16  | 15.91 |
| D |  £121.44  | 15.22 |
| E |  £ 92.40  | 20 |

## The Pricing Template

Appendix C of this Volume (attached separately) and should be completed in full.

## The Commercial Section

Commercial Compliance is made up of the documents listed below, it is compulsory for all Bidders to complete the documents in Appendix D of this ITT:

* + - Form of Tender;
		- Non-Collusion Declaration;
		- Conflict of Interest Declaration;
		- Contract Response Template Submission; and
		- Reserved Information.

Tenderers can raise any questions regarding Volume 3 Terms and Conditions through the clarification process and can highlight any clauses they have concerns with, and would like changed, in the Contract Response Template Submission. MOPAC reserves the right to accept or reject any proposed changes to the Terms and Conditions. Acceptance of the Terms and Conditions are discretionary pass/fail and MOPAC reserves’ the right not to award the contract if bidders reject the terms.

## Completing the Evaluation

The scores of all the Technical evaluation will be weighted and added together.

The scores from the Pricing evaluation will be added to the Technical evaluation score.

The bidder with the highest combined score and will be recommended to be awarded the contract.

In the event that more than one bidder has the same highest score, MOPAC reserves the right to seek further clarification or clarification interviews to help to determine the final outcome which means you may be asked to respond to clarifications more than once.

MOPAC reserves the right not to award the contract.

# information AND INSTRUCTIONS To Bidders

## Confidentiality

The contents of this ITT are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing your proposal, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential. Furthermore, you shall not disclose any details of its proposals to any other person.

You should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.

## Freedom of Information

In relation to this ITT bidders shall provide all assistance reasonably requested by MOPAC to ensure that MOPAC complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.

MOPAC and its subsidiaries are obliged by law under FOIA/EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.

MOPAC shall be responsible for determining whether information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation.

An individual may request:

#### to be informed whether MOPAC holds information of the description requested; and

#### if so, to have that information communicated to him or her.

Without prejudice to MOPAC’s rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of MOPAC originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:

#### information in any tender submitted to MOPAC;

#### information in any contract to which MOPAC is a party (including information generated under a contract or in the course of its performance);

#### information about costs, including invoices submitted to MOPAC; and

#### correspondence and other papers generated in any dealing with the provider whether before or after Agreement award.

You should note that this ITT once published by MOPAC may be made available to the public on request and:

#### you must, in your response to this ITT and in any subsequent discussions, notify MOPAC of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as “Reserved Information” and identified in your response in the form of the table set out in Appendix 5: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by MOPAC on request. Even information identified as Reserved Information may have to be disclosed, if required by law;

#### all decisions relating to the exemption and disclosure of information will be made at the sole discretion of MOPAC. It should be noted that MOPAC may disclose your justifications for exemption and any additional information relating to that which is classified as Reserved Information;

#### although MOPAC is not under any obligation to consult you in relation to requests for information made under FOIA/EIR, MOPAC will endeavour to inform you of requests wherever it is reasonably practicable to do so;

#### any Agreement with MOPAC will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by MOPAC; and

#### MOPAC’s decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

Additional information and guidance:

#### the exemption that applies to information that would prejudice commercial interests if disclosed is a ‘qualified’ exemption under the FOIA/EIR. This means that MOPAC is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;

#### information which is exempt under the rules governing commercial matters will not normally be withheld for more than eight years after completion of the Agreement;

#### information relating to the overall value, performance or completion of a contract will not be accepted as Reserved Information, although MOPAC may choose to withhold such information in appropriate cases, at its sole discretion;

#### information relating to unit prices or more detailed pricing information may be specified by you as Reserved Information; and

#### for further information and guidance, please see the Secretary of State for Constitutional Affairs’ code of practice issued under section 45 of the FOIA (see <https://www.gov.uk/government/publications/code-of-practice-on-the-discharge-of-public-authorities-functions-under-part-1-of-the-freedom-of-information-act-2000>).

For further information on exemption requests please also see Appendix D5: Reserved Information to this Volume 1.

## Equality and Diversity

MOPAC is committed to promoting equality and diversity and all commissioned services must meet the Equality Duty legal obligations for public bodies set out in the Section 149 of the Equality Act 2010.

## Responsible Procurement

MOPAC will proactively conduct its procurement process in line with the GLA Group’s Responsible Procurement Policy. Further details on the GLA’s policies on Responsible Procurement can be found on <https://www.london.gov.uk>.

MOPAC expects its suppliers to have in place and implement policies to promote these principles. Further information regarding MOPAC’s expectations in relation to Responsible Procurement can be found in section 5.4.4 of Volume 2, the Specification.

MOPAC is committed to proactively encouraging diverse suppliers to participate in its procurement processes for services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with UK legislation, MOPAC’s procurement process will be transparent, objective and non-discriminatory in the selection of its suppliers. MOPAC will actively promote diverse suppliers across the providers of its commissioned services.

## Disclaimer

Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by MOPAC or any of its advisers to any bidder.

Information provided does not purport to be comprehensive or verified by MOPAC or its advisers. Neither MOPAC nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.

No representation or warranty, express or implied, is or will be given by MOPAC or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.

No information in this document is, or should be relied upon as, an undertaking or representation as to MOPAC’s ultimate decision in relation to the agreement. MOPAC reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, MOPAC reserves the right to issue circulars to bidders providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall MOPAC incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK procurement rules and general principles.

Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of MOPAC by any person concerning the Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.

MOPAC reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.

MOPAC reserves the right to award the Agreement in whole or in part or not at all as a result of this tendering competition.

## Good Faith

In submitting a response to this ITT, you undertake to provide its submission in good faith and that you will not at any time communicate to any person (other than MOPAC, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered into in relation to your response.

In submitting a response to this ITT, you undertake that the principles described in this section have been, or will be, brought to the attention of all consortium members, delivery partners and other sub-contractors, and associated companies which are or will be providing services or materials connected with your response.

## Accuracy of Information

In submitting a response to this ITT, you undertake that:

#### all information contained in any response at any time provided to MOPAC in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions; and

#### any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of MOPAC immediately.

## Intellectual Property Rights

All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of MOPAC and/or third parties, and you shall not obtain any right, title or interest therein.

## Changes in Circumstances

You (including, for this purpose, each participant in any joint venture, or consortium arrangement) is required to inform MOPAC promptly and in any case no later than fourteen (**14**) days, after the occurrence of any change of circumstance.

Where, following notification to MOPAC by you, at any stage, of a material change in any of the information provided in your response to the SQ (or failure to give such notification), MOPAC is of the opinion that you do not have, or are unlikely by the date of commencement of the contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are otherwise an unsuitable person, to be a supplier, MOPAC reserves the right to disqualify you from the procurement process.

## Conflict of Interest

If any conflict of interest or potential conflict of interest between you, your advisers, MOPAC’s advisers or any combination thereof becomes apparent to you, you shall inform MOPAC immediately.

In such circumstances, MOPAC shall, at its absolute discretion, decide on the appropriate course of action.

If MOPAC becomes aware of any conflict of interest that you have not declared to MOPAC, you may be disqualified from the procurement process.

## Bid Costs

MOPAC will not be liable to any person for any costs whatsoever incurred in the preparation of bids or in otherwise responding to this ITT.

## Selection of Suppliers

Before selecting you as a supplier, MOPAC reserves the right to check and confirm:

#### your financial standing (including each member of any consortium and of any key delivery partner); and/or

#### your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since returning your tender.

## Data Transparency

The UK government has announced its commitment to greater data transparency. Accordingly, MOPAC reserves the right to publish its tender documents, contracts and data from invoices received. In so doing MOPAC may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.

# aPPENDIX d1 FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document for **HBYW Evaluation Partner** was prepared by Mayor’s Office for Policing and Crime in good faith. It does not purport to be comprehensive or to have been independently verified. MOPAC has no liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. The provision of 6.1 of the ‘Notice to Bidders’ section of Volume 1 of the ITT has been and will continue to be complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. MOPAC has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
4. MOPAC reserves the right (on behalf of itself and its group companies) to award the contract for which tenders are being invited in whole, in part or not at all.
5. This tender shall remain open for acceptance by MOPAC and will not be withdrawn by us for a period of 3 months from the date fixed for return.
6. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Services to MOPAC in accordance with the terms and conditions stated therein and within the budget available.

The total firm price of:

£ \_\_\_\_\_\_\_\_\_\_\_\_ in words

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As detailed in the Pricing Template

Note, by completing box 1 you agree to our terms and conditions of contract**. If you do not wish to accept these conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance.** If we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

|  |  |
| --- | --- |
| 1. | I agree to accept the Conditions of Contract attached to this ITT. |
| Name | Date |
| Signed |  |

**Or**

**I wish to submit a bid but I am unable to accept your conditions of contract and I have made an alternative proposal based on the revisions noted in Appendix D4: The Contract Response Template. In doing so I am aware that it could prejudice the outcome of the tender analysis, and, or that MOPAC reserves the right to reject the proposed changes.**

|  |  |
| --- | --- |
| 2. | I **DO NOT** agree to accept the Conditions of Contract attached to this ITT, and have submitted proposed revisions to the contract in Appendix E: Contract Response Template. |
| Name | Date |
| Signed |  |

**Please complete the following:**

|  |  |
| --- | --- |
| Position: | For and on behalf of (company name): |
| Telephone: | Email: |
| MOPAC Reference No: |

# appendix d2 Conflict of Interest Declaration

For the Provision of the Hospital Based Youth Work Evaluation Partner,

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Mayor’s Office for Policing and Crime, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment.

|  |  |
| --- | --- |
| **Questions** | **Yes / No** |
| Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to MOPAC or is currently tendering to do so? |  |
| In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to MOPAC? |  |
| At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to MOPAC? |  |
| At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of MOPAC? |  |
| Is there any occasion where you or members of your organisation or supply chain may use MOPAC resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than MOPAC? |  |
| Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with MOPAC or third party suppliers or in connection with the MCT Independent domestic abuse advocates. |  |

I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify MOPAC promptly and no later than 14 days of becoming aware of such information and undertake to take such action as MOPAC may reasonably direct.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Company: |  |
| Date: |  |

# Appendix d3 Non-Collusion Declaration

**Refusal to give this declaration and undertaking will mean that this ITT submission will not be considered.**

**Declaration**

Hospital Based Youth Work Evaluation Partner,

I / We declare that:

We have submitted a bona fide response to MOPAC’s ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

1. Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
3. Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the MOPAC Hate Crime Victim Service, any act or thing of the sort described above.

I/ We agree that the terms of the above declaration will form part of any contract with TfL, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling MOPAC, their servants or agents to determine my / our employment under that contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed |  | Date |  |
| Company |  |
| Position |  |
| For and on behalf of: |  |

# APPENDIX D4 Contract Response Template Submission

Document uploaded separately

# Appendix D5: Reserved Information

Document uploaded separately