Volume 1

The Invitation to Tender

Transitions to Adulthood Hub – Mental Health Service

17 August 2021

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 those bidders.

MOPAC’s contact details can be found in paragraph 3.6 of this document.

This ITT forms part of a competitive procurement for the award of a contract for the delivery of the ‘Mental Health - Transitions to Adulthood Hub.’ 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. This Invitation to Tender
  2. Specification
  3. Selection Questionnaire
  4. Tender Evaluation Criteria
  5. Pricing Schedule
  6. Proposed Commercial Documents including the Form of Agreement
  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 MOPAC’s requirements for the Service to be provided.

Volume 3 (The Draft Contract) will form the basis for the contract between MOPAC and the successful bidder.

You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the successful bidder(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 Mental Health - Transitions to Adulthood Hub (MH-TAH), which is being led by the Mayor’s Office for Policing and Crime (“MOPAC”).

MOPAC requires a contract to be put in place by October 2021 and for the service to be mobilised by 10 January 2022. MOPAC is conducting a competitive tender for this service and will award a contract for a duration of 18 months with no option to extend. Delivery of the service will be from January 2022 to end of March 2023.

## 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-do/mayor’s-office-policing-and-crime-mopac](https://www.london.gov.uk/what-we-do/mayor's-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

MOPAC is commissioning a contract to deliver an innovative mental health and emotional wellbeing Service for young adults accessing the Transitions to Adulthood Hub in Newham.

The Supplier/s will be responsible for assessing, supporting and treating young adults with mild to severe mental health issues (including mental illness and personality disorders) and neuro-developmental problems.

The Supplier/s will provide psychological and therapeutic interventions under an innovative, flexible, adaptive and culturally competent therapeutic model. The model will encompass less formal, indirect therapies, creative therapies and more established modalities, therapies and treatment.

Due to the unique nature of the service, MOPAC is inviting bids from partnerships. The lead partner must be either an NHS Trust or an independent mental health provider. The secondary partner/s must be Voluntary Community Sector (VCS) organisation/s.

The service specification in Appendix 1 of the Volume 2 Specification provides a full description and need for the service.

There will be a mobilisation period from the date the contract is signed in October 2021.

**The service will run for a maximum of a 15-month period. We anticipate delivery to start from January 2021 and end at the end of March 2023. Currently there is no option to extend the contract.**

## Contract Value

The maximum budget for the contract is £555,000 for the 15 months of the contract.

We require bids from Partnerships between NHS Trusts/independent mental health providers and VCS organisations in order to meet the requirements of the service model.

# 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 (although it is not necessary to utilise any standard procedure) to identify a service provider(s) for the .

**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 MH-TAH 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 Table 1 (Procurement Timetable) below. These dates are provided for your **guidance only** and are **subject to change**.

| Procurement activity | Timeframe guide |
| --- | --- |
| Publish ITT | 17/08/21 |
| Clarification deadline | 07/09/21 |
| Deadline for bids (end of tender period) | 27/09/21 |
| Evaluation | 28/09/21-01/10/21 |
| MOPAC - Decision | 04/10/21-11/10/21 |
| Notify bidders | 11/10/21 |
| Sign Contract | October 2021 |
| Mobilisation | 11 October - January 2021 |
| Service Commencement | 10 January 2022 |

## 

## Clarifications

**PLEASE NOTE:** You must submit any questions relating to this ITT to tender@mopac.london.gov.uk no later than the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5.

Subject to the provisions in paragraph 3.9, MOPAC will endeavour to respond within five (5) working days to clarification questions, which have been transmitted to MOPAC via the tenders inbox prior to the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5.

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 on the basis of 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 3.9 (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 send your tender to the MOPAC tenders inbox: tender@mopac.london.gov.uk

All documents, which comprise your tender, must be received by MOPAC via the tender inbox, no later than **12 noon on Monday 27th September 2021.** You are advised to upload your tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the tender.

**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 (Tender Response Form)

#### Volume 1 Appendix C Budget Template (which forms part of the technical Submission)

#### 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;

#### 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 for each Lot must not exceed the budget set within 2.4.1 of this documents 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, Excel or PDF |
| Technical Submission | Microsoft Word or PDF |
| Technical Submission: Annexes | Microsoft Word, Excel, PowerPoint or PDF |
| 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 contact named in Paragraph 3.9.4 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

Each Lot has a maximum budget Your price proposal will be reviewed to consider if it appears to be abnormally. 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 to 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 will be the same for each Lot

The service will be weighted as 80% Quality and 20% Price. A Value for Money exercise will be used to determine the ‘Most Economically Advantageous Tender (MEAT)’ against 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**  What the reach of the service of the service will be, how many victims will be supported. | 20% |
| **Commercial**  Terms & Conditions and signed commercial documents (Form of Tender). | Discretionary Pass/Fail  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 are specifically related to experience of delivering similar services and will be pass/fail questions.

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/partnership 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 the your 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. |
| **Section 8** | Contains 5 questions that require you to provide information, with regards to:   * the liabilities and insurances that you have in place for this service * provide copies of Safeguarding * provide copies of Whistleblowing policies and GDPR * provide copies of Complaints Policy |

## Part 2 - The Technical Section

This Part 2 Technical Section has a quality ratio of 80%. This is because 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.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Response Criteria Overview** | | | |
| **Criteria and Weighting** | **Sub-criteria** | **Sub-criteria Weighting (%)** | **Word count** |
| 1. Understanding the service and its objectives | Please demonstrate your understanding of the overall specification, including the service aims, scope and minimum service levels. You should include reference to how your experience will enable you to respond effectively to these requirements. | 15% | 700 |
| 1. Approach and methodology | Please set out an overview of the approach that will be used to deliver each of the service requirements and how this will meet the aims and objectives of the service. Your response should cover your approach to:   1. Delivering informal therapies; 2. Delivering creative therapies; 3. Delivering formal therapies; 4. Delivering psychiatric support; 5. Overseeing referrals into mainstream services and supporting young adults to access; 6. Assessing young adults for mental health and/or neurodivergence needs; 7. Promoting psychologically informed practice across the hub; 8. Oversight and governance of the service and establishing clear escalation routes and referral pathways;   Your answer must include detail on how many young adults you would be able to support under each strand for the contract period.  Please set out how you will ensure the Service is tailored to and meets the needs of young adults from Black, Asian and Minority Ethnic Communities.  Please describe how you will engage with key stakeholders in and outside of the Hub, ensuring effective ongoing relationships are established that support the successful delivery of the Service. | 35% | 1500 |
| 1. Delivery resources | Please provide details of your proposed personnel for the service, including number of staff and grade, experience and knowledge, qualifications and vetting. Please explain how you will meet the Service requirement of a culturally competent and relatable workforce.  Please also provide a description of the proposed management structure for your operating model and evidence of key organisational capabilities that you have that will ensure the effective delivery of the Service. | 15% | 700 |
| 1. Mobilisation and risk management | Please provide details of your approach to, and plan for, mobilisation of the Service within the given timeframe. Please provide an overview of your approach to identifying and managing risk. This should include both your approach to managing risk throughout the mobilisation period, and during service delivery, paying particular attention to how you will manage any risks linked to safeguarding and the safety of service users. | 15% | 700 |
| 1. Value for money | Please set out how you will ensure value for money. | 20% |  |

The linear scoring system (6-point scale) 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.

|  |  |  |
| --- | --- | --- |
| **Score** | **Definition** | **Descriptor** |
| 0 | Unacceptable | The information required is either omitted or fundamentally fails to meet the relevant submission requirements or to address the Authority's requirements. Insufficient evidence to support the proposal to allow the Authority to evaluate. |
| 1 | Poor | The information submitted has insufficient evidence to demonstrate that the relevant submission requirements or the 'Authority’s requirements can be met. Significant omissions, serious and/or many concerns. |
| 2 | Adequate | The information submitted has some minor omissions in respect of the relevant submission requirements or the Authority's requirements. The tender satisfies the basic requirements in some respects but is unsatisfactory in other respects and raises some concerns. |
| 3 | Good | The information submitted provides some good evidence to meet the relevant submission requirements or the Authority’s requirements and is satisfactory in most respects and there are no major concerns. |
| 4 | Very Good | The information submitted provides good evidence that all the submission requirements or the Authority's requirements can be met. Full and robust response, any concerns are addressed so that the proposal gives confidence. |
| 5 | Excellent | Authority's requirements can be met and the proposal exceeds expectation i.e. provides added value or continuous improvement, with evidence to support the response. the response provides full confidence and no concerns. |

These sub-criteria questions have been designed to ensure that bidders demonstrate how they will meet the minimum service requirements, and how the service users’ voice has informed the design of the service and will continue to inform its ongoing development.

The technical criteria is subject to qualitative evaluation, which will be undertaken by the evaluation team. The evaluation panel will individually evaluate all bids. The Panel will be made up of MOPAC Officers and external officers.

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.

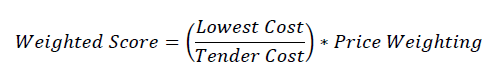
Post Clarification/Interviews if required will be conducted during the evaluation period as detailed within the table in paragraph 3.5.1 of this document. The evaluation panel will be the same members throughout. The format will be based on Bidder’s Technical Criteria submission. The consensus scores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

## The Financial Criteria

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:

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

The template is included in Appendix C of this Volume (attached separately and consists of the following information sheets, full instructions and descriptions can be found within the first page of the template, a budget template will need to be submitted:

0-Pricing Instructions

1-Staff Costs

2-Other Costs

3-Cost Summary

4-Partners (if applicable)

Within Appendix C Budget Template bidders will need to provide a breakdown of their costs for delivering the Service on worksheets 1 & 2. The cost summary in worksheet 3 will automatically populate. If bidders are working with any partners they should list their details in worksheet 4 (Partners)

## 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 are able to 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.

Bidders should refer to section 5.4.4 of Volume 2, the Specification, for further information regarding MOPAC’s expectations in this area.

## 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.

|  |
| --- |
| **NB:** The following appendices are here for information only and separated file called VOLUME 1 Appendix D1-5 has been sent out as a separate attachment as part of this tender.  Please use VOLUME 1 Appendix D1-5 to fill in and send back as part of your tender submission. |

# aPPENDIX d1 FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document for Mental Health - Transitions to Adulthood Hub Service 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 E: 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 Mental Health - Transitions to Adulthood Hub Service

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 MOPAC 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 Mental Health - Transitions to Adulthood Hub Service |  |

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**

**Expression of interest for:**

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:

* 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;
* 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
* 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 Mental Health - Transitions to Adulthood Hub 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 MOPAC, 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