**IN CONFIDENCE**

**INVITATION TO PARTICIPATE IN DIALOGUE AND SUBMIT FINAL TENDERS V9**

**ITPD part 1**

**Out of Hours Call Centre Service**

**V9 4th April 2024**

**PART ONE:-**

**PROGRAMME OUTLINE AND GENERAL INSTRUCTIONS TO BIDDERS**

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# **Glossary**

**The definitions for this document are to be found at the start of the Out of Hours Call Centre Overarching Agreement.**

# **1. Introduction**

1.1.1 The London Borough of Ealing (“the Council”) and other Councils have an Out of Hours Call services Contract with the existing provider which expires in October 2025.

1.1.2 The Council intends to let a new contract (the Overarching Agreement) for a term of 5 years with an option to extend for 2 additional terms of one year each for itself and on behalf of the London Boroughs of Barnet, Ealing, Haringey, Hammersmith and Fulham, Enfield and Barking and Dagenham (“the Initial Participating Organisations”), plus any other public bodies which choose to join the arrangements later who will each enter into a separate Services Agreements with the successful provider for the provision of out of hours call handling services (“the Services”).

1.1.3 The Council is procuring the Services as a central purchasing body pursuant to Regulation 37 of the Public Contracts Regulations 2015.

1.1.4 The Find a Tender Service Notice was published on **5th April 2024** seeking expressions of interest from organisations wishing to participate in the Project.

1.1.5 The Council is carrying out this procurement using the Competitive Dialogue Procedure under the Public Contracts Regulations 2015 (Statutory Instrument Number 102, 2015) (as amended)

1.1.6 The Council conducted a pre-qualification (SQ) exercise to identify suitable bidders to participate in this procurement. 4 such Bidders are now invited to participate in the Competitive Dialogue Procedure with the Council (“The Bidders”).

(Note: the document pack, issued to interested parties, around the time of publication of the FIND A TENDER SERVICE notice includes both the SQ and the subsequent ITPD document set. In the first instance bidders should address themselves to the SQ only)

1.1.7 There is a strong ethos of collaboration underpinning the Out of Hours Call Centre consortium. This will be third service contract used by the consortium members since 2008.

1.1.8 Bidders will be expected to identify during the Dialogue Meetings and in their solution, how they propose to accommodate the requirements of the consortium as enshrined in the Overarching Agreement, Specification, bid- back pricing schedule and other tender documents. All these documents are listed in **Appendix 12 to this document.**

## **Invitation**

1.2.1 This formal Invitation to Participate in Dialogue and Submit Final Tenders ("**ITPD**") is being issued to the Bidders referred to in **section** 1.2.2 below and relates to a single round Competitive Dialogue Process, namely the Final Tenders Stage.

1.2.2 The Bidders who are being invited to take part in the Competitive Dialogue

1. **XXX**
2. **XXX**
3. **XXX**
4. **XXX**

1.2.3 The purpose of this ITPD is to initiate and develop dialogue with the Bidders with a view to identifying solutions to underpin tenders, one of which will be chosen as the Most Economically Advantageous Tender which best meets the Council’s requirements for the Services.

1.2.4 Tenders shall be submitted as follows:

One copy of your completed response document and all supporting information should be submitted electronically using the Atamis TM [project reference to be inserted] “The Portal” as per the SQ documentation.

Please check that you are able to access the Portal as soon as you are able and certainly well before the tender submission deadline. If you are experiencing problems with accessing the Portal, please contact Vincent Hunt, HuntV@Ealing.gov.uk or call 07970- 659846.

For the avoidance of doubt all clarifications should be submitted via the Portal.

The closing date for receipt of your Final Tender (final tender) is: **12 noon on 16th December 2024 at Noon.**

Any tenders or information uploaded after this time will not be considered.

## **The Structure of this ITPD Part One**

1.3.1 The ITPD is structured as follows:-

1. **Section 1** provides an introduction to the ITPD, the Project team structure and indicative timetable:
2. **Sections 2 and 3** contain the important notices and general requirements to be followed by Bidders throughout the Competitive dialogue Procedure; and
3. **Section 4** contains information about the required response.

1.3.2 Appended to this ITPD are the documents as listed in the Contents List, please feel free to contact us if you believe any are missing.

1.3.2 For the purposes of this ITPD the abbreviations, capitalised words and expressions have the meaning set out in the Definitions at the start of the Out of Hours Call Centre Services Overarching Agreement

## **The Project Team**

1.4.1 The Project Team consists of the Council Internal Project Team and its external consortium members/ service users:-

**The internal Project Team**

| **Individual** | **Organisation** | **Position** | **Project Role** |
| --- | --- | --- | --- |
| Michelle Bernard | London Borough of Ealing (LBE) | Project and Contract Manager | Project Executive |
| Chuhr Niijar | LBE | Senior Contracts Lawyer | Legal Lead |
| Natalia Monvoisin | London Borough of Barking and Dagenham | Head of Customer Contract | Senior User and dialogue participant |
| Lee Shelsher | London Borough of Enfield | Head of Customer Solutions  Environment & Communities | Senior User and dialogue participant |
| Julie Pocock | London Borough of Enfield | Customer Services Operations Manager  Environment & Communities | Senior User and dialogue participant |
| Zuned Patel | London Borough of Haringey | Senior Client and consortium member | Senior User and dialogue participant |
| Yvonne Hadlames | London Borough of Hammersmith and Fulham | Head of Contacts | Senior User and dialogue participant |
| Sue Evans | London Borough of Hammersmith and Fulham | Resident access manager  Corporate Services | Senior User and dialogue participant |
| Allison Kennedy | London Borough of Haringey | Interim Head of Customer Experience and Operations  Corporate & Customer Services | Senior User and dialogue participant |
| Cheryl Baker | London Borough of Haringey | Director of Repairs and Maintenance | Senior User and dialogue participant |
| Barry May | London Borough of Barnet | Senior Client and consortium member | Senior User and dialogue participant |
| Vincent Hunt | LBE | Out of Hours Retender Project Manager | Project/ Programme Manager and Procurement Advisor |

## 

## **Queries Raised by Bidders**

1.5.1 Unless expressly provided otherwise in this ITPD, all queries in respect of this procurement shall be made via the email functionality within the Portal, Bidders should identify which queries they consider should remain confidential to the Bidder, and the reason for this request for confidentiality. Any queries should be raised promptly.

The final date on which applicants can raise clarification questions for the Selection Questionnaire is the **26th April 2024.** Selection questionnaires should be returned by the **17th May 2024 at Noon.**

1.5.2 The final day on which the Bidders may submit queries for the tender stage is **the 25th November 2024**. The Council will be unable to respond to queries received after that date. This is in the context of drafts of all documents being available to bidders at the start of the Dialogue; and dialogue being closed on **6th November 2024**. Bidders are urged to use the opportunity of dialogue fully as only genuine clarifications will be possible after close. Clarifications are acceptable before dialogue as Bidders prepare their SQ submissions or their solution for discussion in Dialogue

1.5.3 The Council will endeavour to respond to all clarifications by **the 6th December 2024** at the very latest. Tenders are due back on **16th December 2024 at 12 noon**

1.5.4 The Council will review all queries received from individual Bidders and decide which require a generic response which should be circulated to all Bidders and which responses are specific to the Bidder raising the query (and if so, the Council may provide an individual response or address the issues during the dialogue meetings as they see fit). Therefore, where the Council believe that the response to a specific query is of general interest the query and its response may be circulated to all Bidders.

1.5.5 All questions and requests for clarification or further information may only be made, and will only be considered, if made within the timescales set out herein prior to the submission date for a Solution. If a question or request is made outside these timescales but prior to the submission date for a Solution, the Council may, in its absolute discretion, determine whether the circumstances are such that a final response is warranted or not.

1.5.6 If the Council consider that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Council will deem that the question or request for clarification or further information has been withdrawn if the Council is not contacted in writing within five (5) Working Days following informing the Bidder as referred to above.

## **Procurement Timetable**

1.6.1 Please see below the Councils’ procurement timetable for this project.

|  |  |  |  |
| --- | --- | --- | --- |
| Task Name | Duration | Start | Finish |
| **Find a Tender Service Notice published** | **1 day** | **05 April 2024** | **05 April 2024** |
| **Bidders preparing their SQs part 1** | **15 days** | **08 April 2024** | **26 April 2024** |
| **Deadline for clarifications** | **0 days** | **26 April 2024** | **26 April 2024** |
| **Bidders preparing their SQs time Pt 2** | **15 days** | **29 April 2024** | **17 May 2024** |
| **SQs received from bidders** | **0 days** | **17 May 2024** | **17 May 2024** |
| **SQ evaluation** | **20 days** | **20 May 2024** | **14 June 2024** |
| **Selection of dialogue participants** | **0 days** | **14 June 2024** | **14 June 2024** |
| **Feedback letters to unsuccessful firms** | **0 days** | **14 June 2024** | **14 June 2024** |
| **Invitation to develop outline solutions** | **0 days** | **14 June 2024** | **14 June 2024** |
| **Firms preparing for dialogue** | **60 days** | **17 June 2024** | **06 September 2024** |
| **First dialogue meetings (Monday to Thursdays)** | **20 days** | **09 September 2024** | **04 October 2024** |
| **Bidders preparing their final dialogue presentations** | **10 days** | **07 October 2024** | **18 October 2024** |
| **Second dialogue meetings (Monday to Thursdays)** | **11 days** | **21 October 2024** | **04 November 2024** |
| **Firms invited to submit final solutions (tender stage)** | **0 days** | **04 November 2024** | **04 November 2024** |
| **Firms working on their tenders pt 1** | **15 days** | **05 November 2024** | **25 November 2024** |
| **Deadline for clarifications** | **0 days** | **25 November 2024** | **25 November 2024** |
| **Firms working on their tenders pt 2** | **15 days** | **26 November 2024** | **16 December 2024** |
| **Tenders received** | **0 days** | **16 December 2024** | **16 December 2024** |
| **Tender evaluation** | **30 days** | **17 December 2024** | **27 January 2025** |
| **Draft result** | **0 days** | **27 January 2025** | **27 January 2025** |
| **Council governance (pre- booked)** | **40 days** | **28 January 2025** | **24 March 2025** |
| **Standstill (including safety margin)** | **15 days** | **25 March 2025** | **14 April 2025** |
| **Contract engrossment and execution** | **60 days** | **15 April 2025** | **07 July 2025** |
| **Mobilisation (and contingency)** | **134 days** | **15 April 2025** | **16 October 2025** |
| **New contract live** | **0 days** | **20 October 2025** | **20 October 2025** |

1.6.2 The Council reserves the right to amend the timetable, require additional submissions from Bidders, require additional meetings to be attended by Bidders, or extend any time period as it sees fit (including, but not limited to any details relating to meetings set out in this ITPD). However, the Council’s guiding principles in doing this would be to treat all suppliers equally and to allow a reasonable extension of time.

## **Dialogue Meetings**

1.7.1 As part of the Competitive Dialogue stage, the Council anticipates holding a number of dialogue meetings with Bidders to facilitate the preparation and submission of Solutions by Bidders that meet the Council’s requirements. The dialogue may be extended by the Council until it is satisfied that all parties have sufficient understanding of the procurement.

1.7.2 Bidders are required to provide details of their proposed dialogue meeting attendees (including details of their roles in the Bidder’s organisation(s)) at the commencement of each Competitive Dialogue meeting. Bidders must ensure and confirm before the dialogue meetings that attendees have sufficient authority in order to represent the proposed solution and negotiate with the Council. The Council requires that Bidder personnel who will be managing the Services attend the dialogue meetings.

1.7.3 The Council would expect each Bidder to field the same team on a consistent basis so as to facilitate continuity of discussion in developing the solution.

1.7.4 The Council envisages that the competitive dialogue will take place in the period between 6th May and 1st June 2024. The parties will discuss both the Council’s issues and those of the Bidders. Notes of each dialogue meeting will be taken by the Council of key discussion points and these notes will be issued to the Bidder concerned. Dialogue will be kept open until there is a clear understanding between the Councils and each bidder and so the date for closure of dialogue are provisional.

1.7.5 The Council will advise all the Bidders of its key topics for dialogue the agendas and other papers to be sent out at Invitation to Participate in Dialogue i.e. post SQ. An initial dialogue timetable and topic list is contained in this document pack

1.7.6 Bidders are invited to submit queries regarding preparation for dialogue with a deadline of 5 Working Days prior to the Bidder’s allotted first individual dialogue meeting day (this does not preclude Bidders from submitting queries after this date but it does mean that the Council may not be able to respond to such queries during the early part of dialogue).

1.7.7 The Council will review all queries received from individual Bidders and decide which require a generic response which should be circulated to all Bidders and which responses are specific to one Bidder and require an individual response or discussion during dialogue. Thus where the Council believe that the response to a specific query is of general interest the query and its response will be circulated to all Bidders.

1.7.8 Each Bidder will deliver a presentation to the Project Team at the commencement of dialogue. The presentation should address the following theme:-

***Your vision for a high quality, value for money and flexible service offer to the full requirements of the Specification; adding value through reliable new technologies***

For the avoidance of doubt, the Council reserves the right to amend the schedule and content requirement of the presentation subject to reasonable notice. A full dialogue timetable will be included in this pack for the first group of meetings.

1.7.9 These presentations will not be scored and will not form part of the evaluation but will provide the Project Team with an opportunity to understand the development of the proposed solutions and also provide an opportunity for the Council to provide some general feedback on their acceptability early in the dialogue.

1.7.10 The Bidders presentation should include:

* An initial summary of the key features of their proposed solutions for out of hours Services, both for existing consortium members and new joiners

1.7.11 Presentation slides should be in Microsoft Office Power Point only. If a Bidder wishes to use presentation slides as part of the presentation then an electronic copy should be provided to the Council 24 hours in advance of the time of the allotted presentation. The Council reserves the right to keep copies of the presentations slides submitted.

1.7.12 Following the presentations, the Council may request further clarifications of the solution(s) proposal as they see fit.

1.7.13 With respect to (a) the draft Overarching Agreement (including the Services Agreement), (b) the Specification and the appendices thereto and (c) the Pricing Schedules the Council require Bidders to propose prices for the risk profile presented.

However, should the Bidder propose **a Derogation to the terms of the** Overarching Agreement (including the Services Agreement) the Council will give feedback on this derogation and ultimately score it as per the evaluation criteria. Bidders should note that if they continue with a derogation that the Council has told them to be unacceptable this could lead to their tender being viewed as non- compliant.

If the Bidder believes specific amendments are necessary because of typographical errors or inconsistencies they should raise these as soon as possible as clarification.

1.7.14 The Bidders should not seek to fundamentally change the terms and risk profile of the Overarching Agreement (including the Services Agreement) in their Tender.

1.7.15 Bidders should not expect that the mark-up positions submitted will be accepted by the Council during competitive dialogue.

1.7.16 Furthermore, any amendments to the Overarching Agreement (including the Services Agreement) that has not been agreed with the Council during the dialogue in advance of the submission may result in your tender being rejected for non-compliance.

# **2. Important Notices**

## **2.1 Introduction**

This Important Notices section shall be deemed to be repeated at each and every point of time in this procurement and shall, for the avoidance of doubt, apply to all further information and documentation provided or made available as part of the Competitive Dialogue Procedure. Bidders shall be responsible for ensuring that their solutions comply with the requirements set out in this ITPD and the Associated Documents which, for the avoidance of doubt comprise:-

* The appendices to this document
* The contract and its annexes
* The specification
* The bid back financial table
* The TUPE list

## **2.2 Bidder’s Warranties**

2.2.1 In submitting its solution (including but not limited to draft solutions submissions; final tender submissions; clarifications, and confirming commitment responses), the Bidder warrants, represents and undertakes to the Council that:

1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff or agents in connection with or arising out of the ITPD and/or the Associated Documents are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the solution as the Competitive Dialogue process evolves;
2. it has made its own investigations and undertaken its own research and due diligence and has satisfied itself in respect of all matters (whether actual or contingent) relating to the ITPD and the Associated Documents and that it has not submitted its solution in Competitive Dialogue process in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council (save in respect of any information which is expressly warranted by the Council under the terms of the Overarching Agreement); and
3. It has full power and authority to respond to this ITPD and the Associated Documents and to perform the obligations in relation to this tender and will, if requested, produce evidence of such to the Council reasonable satisfaction.

2.2.2 Bidders acknowledge that any statements made in the SQ submission remain true and accurate in all material respects (save to the extent specifically disclosed in the solution and highlighted in the Executive Summary) and shall continue to have effect throughout the Competitive Dialogue Procedure.

2.2.3 Where there is a change to the information provided to the Council at any time the Bidder must advise the Council as soon as practicable, even if this is prior to the date of submitting Tenders, and disclose such changes in full.

## **2.3 Confidentiality**

2.3.1 Subject to the exceptions referred to in Section 2.3.2 below, all the procurement documents are being made available by the Council on condition that:-

1. Bidders shall at all times treat the ITPD and the Associated Documents as confidential;
2. Bidders shall not disclose, copy, reproduce, distribute or pass the ITPD and the Associated Documents to any other person at any time; except for 2.3.2 below
3. Bidders shall not use the ITPD and the Associated Documents for any purpose other than for the purposes of preparing (or deciding whether to prepare) a solution; and
4. Bidders shall comply with the provisions of **section 2.9** (which contains restrictions on publicity activity within any section of the media or similar).

2.3.2 Bidders shall ensure that each member of the Bidder’s Team (i.e. the joint arrangement between organisations to bid for this work, or the key individuals which will deliver the work for bids made entirely by one organisation only)

who receives any of the ITPD information and Associated Documents is made aware of, and complies with, the provision of **section 2.9** as if they were a Bidder.

2.3.2 Bidders may disclose, distribute or pass the ITPD and the Associated Documents to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisors to the Bidder, the Bidder's insurers or the Bidder's funders) if either:

1. this is done for the sole purpose of enabling a solution to be prepared and the person receiving the ITPD and the Associated Documents undertakes in writing to keep the ITPD and the Associated Documents confidential on the same terms as set out in this ITPD and the Associated Documents; or
2. The Bidder obtains the prior written consent of the Council in relation to such disclosure, distributing or passing the ITPD and the Associated Documents

2.3.4 Bidders may disclose, information relating to the tender to their members, directors, officers, employees, agents or advisors and they may make the key documents relating to the solution available for private inspection by the Council and Consortium Members’ members, directors, officers, employees agents or advisors but the London Borough of Ealing undertakes to preserve strict confidentiality of the same.

2.3.3 The Council also reserve the right to disseminate information that is materially relevant to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidentiality of its solution. Should Bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked ***"In confidence - not to be circulated to other Bidders"*** and the Bidder must set out the reason or reasons for the request for non­-disclosure to other Bidders.

2.3.4 The Council will act reasonably as regards the protection of commercially sensitive information relating to the Bidder, subject to the Council’s duties under the Freedom of Information Act 2000 (FOIA).

2.3.5 If any contract is awarded as a result of the Project the Council reserves the right to publish full details of that contact including pricing payments and terms and conditions in accordance with HM Government transparency requirements.

## **2.4 Accuracy of the ITPD and the Associated Documents and Liability of the Council and its Advisors**

2.4.1 The ITPD and the Associated Documents has been prepared by the Council in good faith but do not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information contained in the ITPD and the Associated Documents and should carry out their own due diligence checks and verify the accuracy of the information contained in the ITPD and the Associated Documents. Nothing in this ITPD and the Associated Documents is, or should be construed as, a promise or representation as to the future.

2.4.2 Bidders considering entering into a contractual relationship with the Council should make their own enquiries and investigations of the Council’s requirements beforehand. The subject matter of this ITPD and the Associated Documents shall only have contractual effect when it is contained in the express terms of an executed contract.

2.4.3 Neither of the Council, the Council members, directors, officers, employees, agents or advisors of Ealing and other councils using the Out of Hours Service make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the ITPD and the Associated Documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the ITPD and the Associated Documents or any part of it).

2.4.4 No offer, solution or final tender is deemed accepted until the relevant contractual documents have been duly signed on behalf of the Council, the Preferred Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Council whether prior to, during or subsequent to the Competitive Dialogue Procedure (including any notification of Preferred Bidder status) will imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract. Only the express terms of any written contract which is finally agreed and signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.

## **2.5 Conflicts of Interest**

The Council requires all actual or potential conflicts of interest to be resolved to the Council’s satisfaction prior to the submission of a solution in response to this ITPD and the Associated Documents. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Council may result in a Bidder being disqualified. Bidders should provide a written statement of their position on this issue in Appendix 11 to this document.

## **2.6 Canvassing**

The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder or a member of the Bidder's Team may attract) any Bidder who, in connection with this ITPD or any Associated Documents:

* offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITPD or any Associated Documents;
* does anything which could constitute a breach of the bribery Act 2010;

* canvasses any member or officer of the Council (or the Initial Participating Organisations) or any person acting as an adviser for the Council in connection with this ITPD or any Associated Documents; or
* contacts any officer of the Council or the Initial Participating Organisations about any aspect of the ITPD or any Associated Documents in a manner not permitted by this ITPD or any Associated Documents (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer).

## **2.7 Non-Collusion**

2.7.1 The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITPD or any Associated Documents:

1. fixes or adjusts the amount of its solution by or in accordance with any agreement or arrangement with any other Bidder or member of the Bidder's Team (other than a member of its own consortium or supply chain);
2. enters into any agreement or arrangement with any other Bidder or member of the Bidder's Team to the effect that he shall refrain from submitting a solution or as to the amount of any solution to be submitted;
3. causes or induces any person to enter such agreement as is mentioned in either **Section 2.7.1(a) or 2.7.1(b)** or to inform the Bidder or member of the Bidder’s Team of the amount or approximate amount of any rival solution;
4. offers or agrees to pay or give or does pay or give any sum of money, inducement 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 solution or proposed solution for the works or any act or omission; or
5. communicates to any person other than the Council the amount or approximate amount of its proposed solution (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a solution).

## **2.8 Intellectual Property**

2.8.1 The copyright in this ITPD and Associated Documents is vested in the Council. This ITPD and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Council except in relation to the preparation of a solution. All documentation supplied by the Council in relation to this ITPD and the Associated Documents is and shall remain the property of the Council and must be returned on demand, without any copies being retained.

## **2.9 Publicity**

Bidders (or their employees or agents whether acting in a work or personal context) shall not undertake (or permit to be undertaken) at any time, , any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of the Council. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, social media (including Twitter and Facebook) newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## **2.10 The Council’s Right to Reject Solutions**

2.10.1 The Council reserves the right to require a Bidder and/or members of the Bidder’s Team to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder being rejected);

The Council also reserves the right to reject tenders in the following circumstances:-

1. The tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council submission requirements which have been notified to Bidders;
2. The Bidder and/or the members of the Bidder's Team are guilty of material misrepresentation in relation to its application and/or the process;
3. The Bidder and/or the members of the Bidder's Team contravene any of the terms and conditions of this ITPD or any Associated Documents;
4. There is a change in identity, control, financial standing, previous bid position or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or the members of the Bidder's Team;
5. Where the Bidder introduced a material change to any commitment or statement contained in any previous submission at any stage of the Competitive Dialogue Procedure (including but not limited to the SQ submission); or
6. The Bidder breaches the terms and conditions of use for the Portal.

2.10.2 The disqualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

## **2.11 Provision of further Information by Bidders prior to submitting a Solution (including but not limited to Solution submission in dialogue and Final Tender submissions)**

2.11.1 The Council is relying on the information provided by Bidders during the SQ stage (including but not limited to information concerning the Bidder's Team and consortium structure). If, at any time during the Competitive Dialogue Procedure there are any material changes to the same, the Bidder must advise the Council as soon as practicable (even if this is prior to the submission of a solution). Upon receipt of such information, the Council shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder, if necessary, as a result of that such change.

## **2.12 Freedom of Information**

2.12.1 The Council are subject to the provisions of the FOIA. The FOIA provides a general right of access to information held by public authorities.

2.12.2 FOIA provides for information to be exempt from the general right of access in certain circumstances, for example where the information has been provided in confidence, is a trade secret, or where release would or would be likely to prejudice commercial interests. Because the Council has to comply with their statutory duties, if information is requested the Council may be forced to disclose such documentation, irrespective of a Bidder’s wishes, if it is not covered by an exemption under FOIA. Please also note that the availability of some exemptions is subject to a test of whether the public interest lies in disclosing the information or keeping it confidential.

2.12.3 Bidders are required to identify any information contained in their solution which the relevant Bidder would prefer not to be released if a request under FOIA is received. Requests for information that are to be treated as commercially confidential should accompany responses and must include a clear and substantive justification (which the Council is able to disclose) together with a time limit after which any such information may be disclosed. Bidders should make sure that any information considered to be commercially confidential is clearly marked as such (preferably by marking each relevant page of the document “commercially confidential”). Bidders should be aware that a solution that indicates that all of the information provided in a solution is confidential, without a clear and substantive justification, is unlikely to be acceptable to the Council.

2.12.4 If the Council receives a request under FOIA for the release of information which has been provided by a Bidder, the Council will use reasonable endeavours to consult with the relevant Bidder as soon as practicable where it considers that the requested information may include exempt information relating to that Bidder. Where the Council consult with the Bidder, the Bidder must respond to the Council’ requests urgently, so that the Council can comply with their obligation to answer a FOIA request within the relevant time limit.

2.12.5 The decision on what is, or is not exempt information shall be determined by the Council, having considered the representations of Bidders. The Council shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA or other legislation governing access to information including but not limited to Guidance Notes and Codes of Practice issued by the Information Commissioner.

## **2.13 The Bidders**

2.13.1 The members of the Bidder's Team , and the principal relationships between these parties, may only be changed with the prior consent of the Council and subject to any replacement team member (and consequently the Bidder) satisfying the requirements of the SQ. The Council reserve the right to refuse variations to the Bidder’s Team.

2.13.2 All Bidders shall be deemed to have consented to any changes in other Bidders’ teams authorised by the Council.

## **2.14 Bidding Process and Costs**

2.14.1 The Council reserves the right at any time:-

1. Not to consider solutions other than those specified;
2. To dialogue with Bidders during the Competitive Dialogue Procedure to secure a solution that best meets its requirements
3. To issue amendments or modifications to the ITPD and/or the Associated Documents during the Competitive Dialogue Procedure.
4. To require a Bidder and/or members of the Bidder’s Team to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder being rejected);
5. To alter the timetable for the Competitive Dialogue Procedure;
6. Not to award a contract and/or
7. To cancel or withdraw from the Competitive Dialogue Procedure at any stage.

2.14.2 Any costs or expenses incurred by any Bidder or the Bidder's Team or any other person will not be reimbursed by the Council and neither the Council nor any of its representatives or advisors will be liable in any way to any Bidder or the Bidder's Team or any other person for any costs, expenses or losses incurred by any Bidder or the Bidder's Team or any other person in connection with this Competitive Dialogue Procedure.

2.14.3 Bidders should note that any volumes referred to in the Bid Back Financial Appendix are indicative only and represent no commitment on behalf of the Authorities.

## **2.15 Governing Law**

2.15.1 All negotiations will be conducted, and all documents and solutions will be prepared, in the English language. The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the courts of England.

# **3 Submission of Solutions- General Requirements**

## **3.1 Introduction**

3.1.1 The provisions of this Section 3 shall be deemed to be repeated at each and every stage of the Competitive Dialogue Procedure and shall, for the avoidance of doubt, apply to all further information and documentation provided or made available as part of this Competitive Dialogue Procedure. Bidders shall be responsible for ensuring that their Solution complies with the requirements set out in this ITPD and the Associated Documents.

3.1.2 The Council are following the Competitive Dialogue Procedure in accordance with the requirements of the Public Contracts Regulations 2015 currently in place.

Bidders are deemed to understand the processes that the Council is required to follow under the Regulations and all applicable European and domestic legislation and shall cooperate with the Council in those processes. Bidders are reminded that they will not have the opportunity to revise their Solution following submission of their Final Tender(s) as the Council can, under the Regulations, only clarify a tender after formal submission at this stage.

## **3.2 Format of Final Tenders Submission**

3.2.1 An electronic version of your Tender (Final Tenders Submission) must be uploaded onto the secure Atamis TM by the submission date.

3.2.2 Please do not refer the Council to company literature, brochures or any marketing or promotional material as answers to any of the questions. Such responses will be deemed inadequate and disregarded as non-compliant.

3.2.3 Where it is necessary to refer to another section of the Final Tenders Submission, Bidders shall include a logical and thorough cross-referencing system based on page and question numbers.

3.2.4 The Solution shall be as concise as possible, whilst providing sufficient information to enable the Council to evaluate the Final Tenders Submission submissions in accordance with this ITPD

3.2.5 All answers are to be in English. Documents which are not in the English language must be accompanied by an English translation and a certificate by a bona fide independent translator attesting the authenticity of the translation.

3.2.6 Please do not provide any information other than that requested, as the Council will not consider it as part of the evaluation process.

## **3.3 Procurement Portal**

3.3.1 The Council has established a secure web portal Atais TM for the electronic procurement of the Services. It is the same portal that was used for the SQ notice. Please retain your login details for this part of the procurement.

3.3.2 The use of the Portal allows a full and complete audit trail of the evaluation that will satisfy all audit requirements and maintain probity during the evaluation of the Bidder's submissions. The system is also sustainable and provides excellent communications tools for the Council and Bidders. The Council may issue updated versions of documentation via the Portal. It is the responsibility of the Bidders to ensure that they respond with reference to the latest version.

3.3.3 The information contained within the Portal has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information contained with the Portal and should carry out their own diligence checks and verify the accuracy of such information. No liability whatsoever shall be incurred by the Council and its advisors regarding the use of the information on the Portal by Bidders. Nothing in the Portal is or shall be a promise or representation as to existing circumstances or the future.

3.3.4 It is the responsibility of each Bidder to ensure that they have all of the information they need to prepare their solution for the relevant stage of the Competitive Dialogue Procedure.

3.3.5 Each Bidder shall not interfere or attempt under any circumstances whatsoever to gain access to the folders or any information of any other Bidder. Any concerns as to the security of your or any other Bidders folder and/or other information shall be reported to the Council immediately upon becoming aware. For the avoidance of doubt the Portal is a highly secure website to which Bidders can upload confidential information with confidence).

3.3.4 Each Bidder shall not grant access to the Portal to any third party or to any other user who already has access to the Portal or otherwise by providing or sharing usernames and/or passwords provided by the Council for the Bidder’s sole use.

3.3.5 By participating in this Competitive Dialogue process, each Bidder agrees to fully indemnify, defend and hold the Council members, directors, officers, employees, agents and advisors harmless immediately on demand against all claims, damages, losses, costs and expenses (including legal fees) arising out of any breach of the terms of use of the Portal or any other liabilities arising out of use of the Portal contrary to such term or of any materials accessible via the Portal or the use by any other person accessing the Portal using its username and password.

## **3.4 Signature of Documents**

3.4.1 Any documents requiring signature shall be returned with the Final Tender Submission(s) and signed by the Bidder as follows:

1. Where the Bidder is a single entity (or a single entity supported by subcontractors that are not Significant Subcontractors) by that single entity;
2. Where the Bidder is an unincorporated association, by the person duly authorised for that purpose to sign on its behalf, stating their position;
3. Where the Bidder is a Consortium membership, by two duly authorised consortium members; and
4. Where the Bidder is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
5. In all cases, where an individual signs for an organisation their signature must be authorised by that body and in addition be accompanied by their name, position and the date of signature

## **3.5 Debriefing Process**

3.5.1 Bidders who are de-selected at each stage of the Competitive dialogue Procedure will be entitled to receive feedback on their solutions on written requests.

## **3.6 Withdrawing from the Competitive Dialogue Procedure**

3.6.1 Bidders may decline to take part in the Competitive Dialogue Procedure provided they alert the Council promptly, giving reasons, and return to the Council copies of all documentation issued to them by the Council.

# **4 Solution Submissions**

## **4.1 Solution Submissions Commitment**

4.1.1 Bidders should be committed to the key and fundamental features of solution submissions since the Council reserves the right not to permit substantial or material change to the key and fundamental features of the solution. Including terms, conditions and price, submitted in the Competitive Dialogue.

4.1.2 Bidders may decline to take part in the Competitive Dialogue Procedure provided they alert the Council promptly, giving reasons, and return to the Council copies of all documentation issued to them by the Council.

## **4.2 Final Tender Commitment**

4.2.1 Bidders should note from the outset that final tenders should be based on the solution identified at the conclusion of the Competitive Dialogue and should meet all the Councils’ Requirements.

4.2.2 There will be no opportunity to vary final tenders after submission

4.2.3 However, the Council may request Bidders to clarify issues regarding their final tenders in respect of their solution.

4.2.4 Following the submission of final tenders, the Council will undertake an evaluation process to identify the Most Economically Advantageous Tender (MEAT) solution and consequently the preferred bidder that the Council are minded to appoint.

## **4.3 Number of Solutions Permitted**

4.3.1 In the context of this process Bidders must submit a solution as described in the ITPD Part Two.

4.3.2 The Council reserves the right to reject any Bidder who does not comply with this ITPD and all Associated Documents. It is the responsibility of the Bidders to ensure that they have all of the information they need to prepare and submit their Final Tenders submissions pursuant to this ITPD and all Associated Documents.

4.3.2 All bids must be entirely on the basis of this ITPD and preceding SQ document set. **For the avoidance of doubt variant bids will not be accepted.**

## **4.4 Content of the Solutions Submissions**

4.4.1 Bidders are required to submit as a minimum the documents listed in Appendix 4 to this document, which will then comprise a compliant tender

4.4.2 For the avoidance of doubt, the Executive Summary shall not be evaluated by the Council and all information contained therein should be separately provided in response to the specific requirements of this ITPD.

## **4.5 Executive Summary**

The executive Summary (which shall not exceed 2,000 words) shall include:-

4.5.1 Contact names, numbers and descriptions of roles of all relevant organisations and/ or persons within the Bidder’s Team;

4.5.2 A summary of the Bidder’s solution and its appropriateness to LBE

4.5.3 A summary of the performance of the proposed Solution;

4.5.4 A summary of the financial elements of the proposed solution;

4.5.5 Clear indication of how the management structure will supervise, organise and manage the contract;

4.5.6 A description of mobilisation, Services commencement and Services development measures including a summary programme.

# **Appendices to this document**

| * Document | * Universal reference quoted throughout document set |
| --- | --- |
| * ITPD Part 1 | * **Master document- no additional reference required** |
| * ITPD Part 2 | * **Master document- no additional reference required** |
| * Contract | * **Master document- no additional reference required** |
| * Specification | * **Master document- no additional reference required** |
| * Bid Back Financial Table | * **Master document- no additional reference required** |
| * Guidance on completing the Bid Back Financial Table | * **Master document- no additional reference required** |
| * TUPE List – Current provider (GDIT) | * **Master document- no additional reference required** |
| * List of Dialogue Topics and Timetable | * Appendix 1 to ITPD Part 1 |
| * Submission Check List | * Appendix 2 to ITPD Part 1 |
| * Anti- Collusion Certificate | * Appendix 3 to ITPD Part 1 |
| * List of documents which will comprise a compliant tender | * Appendix 4 to ITPD Part 1 |
| * Certificate of No Change | * Appendix 5 to ITPD Part 1 |
| * FOI Proforma (reasons for non-disclosure) | * Appendix 6 to ITPD Part 1 |
| * Detailed Method Statements for completion | * Appendix 7 to ITPD Part 1 |
| * TUPE Confidentiality Agreement (must be signed before TUPE information is released) | * Appendix 8 to ITPD Part 1. |
| * Vision for expansion of the service | * Appendix 9 to ITPD Part 1. |
| * Derogations as bid back by a bidder | * Appendix 10 to ITPD Part 1. |
| * Conflict of Interest Declaration | * Appendix 11 to ITPD Part 1. |
| * Document List (this document) | * Appendix 12 to ITPD Part 1 |
| * Form of Tender | * Appendix 13 to ITPD Part 1 |
| * Applicant financial self assessment spreadsheet | * Appendix 14 to ITPD Part 1 |
| * Social value matrix | * Appendix 15 to ITPD Part 1 |
| * Low carbon procurement SME guidance | * Appendix 16 to ITPD Part 1 |
| * Background to the contract | * Appendix 17 to ITPD Part 1 |

# **Appendix 17: Background to the Contract**

1.1.1 The Council on behalf of itself and the current users of the existing Call Handling Shared Service Out of Hours Call Handling Service (“the Services”) is seeking to retender the Services in order to establish a new contract for a period of 5 +1+1 years. There is significant potential to expand the Services in the following areas:

* by increasing the take-up of the Services by public sector organisations in the UK
* by the development and enhancement of the Services itself, for example by improved use of technology;

1.1.2 The current Out of Hours Call Handling Services for London local authorities and housing organisations plus other public sector bodies provides urgent public access to a number of vital services. The periods covered are overnight, weekends and bank holidays. Call volumes per authority average 350,000 per annum. Individual calls are often very urgent and may relate to life threatening issues. Details of calls requiring urgent action are forwarded to duty staff and external contractors who provide the relevant services in response.

1.1.3 The organisations currently using the existing contract include eight London local authorities and two housing organisations. The new Overarching Agreement will commence on or about 24 September 2018, following the expiry of the existing contract. The current organisations are expected to require the new Service Provider to transition their operations across to the new Overarching Agreement. The Overarching Agreement will then be open to any public sector organisation in the UK as per the FIND A TENDER SERVICE notice.

1.1.4 Given the high levels of demand for their services and a range of pressures on finance and resources, local authorities continually seek opportunities to improve services whilst securing better value for money. The financial position now facing local authorities has prompted renewed efforts to reduce costs through shared service arrangements in many areas of operation.

1.1.5 The success of the current contract and the continued interest received from new organisations has established the viability and benefit of a shared Out of Hours Call Handling Services. There is a strong commitment to the current arrangements among the Participating Organisations.

1.1.6 This procurement exercise is being led by the London Borough of Ealing who will execute the Overarching Agreement with the selected Service Provider as Lead Authority. Each Participating Organisation will enter into an individual Services Agreement with the Service Provider in accordance with the terms as set out in the Overarching Agreement.

1.1.7 The aims and objectives of the Services are as follows:

a) To obtain value for money and high standards of quality in the provision of the Services;

b) To achieve increased standardisation of procedures, with increased use of technology for greater efficiency and consistency of approach including clear audit trails;

c) Improved efficiency through streamlining processes;

d) To encourage and facilitate the sharing of ‘best practice’ among Participating Organisations;

e) To facilitate the continuous improvement of the Services;

f) The achievement of significant cost savings in call handling operations for New Participants;

g) Continuous improvements in the standard of the Services provided and the implementation of consistent standards across London and other regions for our customers.

1.1.8 The implementation and development of this shared service also prompts organisations to review how Out of Hours Call Handling links to current service delivery arrangements and back office processes, potentially identifying delays, multiple hand-offs and duplication of tasks that could be eliminated. The Services will remain tailored to the needs of the individual Participating Organisations, with variations in the type, nature and delivery times of the various out of hours services provided to the public.

1.1.9 The Service Provider will work in partnership with Participating Organisations to deliver a effective Services, providing value for money and achieving efficiencies and shared savings to ensure that knowledge and an understanding of each other's business is developed over the period of the Overarching Agreement.

1.1.10 Whilst service requirements are generally specified herein, there are inherent challenges posited in the provision of Services to a multiplicity of Participating Organisations with a variety of service requirements, operating practices and IT systems. For the current Participating Organisations, previous arrangements have been significantly rationalised to promote a viable common service, during both the initial setup period and ongoing Services operations. The aim of the Overarching Agreement is to deliver the benefits of joint working during the period of the Overarching Agreement to both Existing and New Participants, as well as a degree of flexibility to meet local arrangements and requirements.