



**Peterborough City Council**

## **INVITATION TO TENDER**

**Find a Tender Reference **XXX****

**Cambridgeshire and Peterborough Voluntary and Community Sector Support  
and Development - PCCA0608**

<b>Bidder to insert their company/organisation name</b>

**The Contract is split into Lots:**

**Lot 1: covers Cambridgeshire local authority area**

**Lot 2: covers Peterborough local authority area**

**Bids submitted after the stated closing date and time will not be considered.**

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<p style="text-align: center;"><b>Invitation to Tender No:</b></p> <p style="text-align: center;"><b>PCCA0608</b></p>	<p style="text-align: center;">Peterborough City Council Sand Martin House Bittern Way Peterborough PE2 8TY</p>
<p><b>Tender for:</b> Cambridgeshire and Peterborough Voluntary and Community Sector Support and Development – PCCA0608</p> <p><b>Period of Contract:</b> Three years with the option to extend by 24 months in 12-month increments 1 year + 1 year</p>	<p><b>Due for return by 12:00 Noon on:</b></p> <p>Friday 5<sup>th</sup> February 2021</p> <p><b>Bids submitted after the stated closing date and time <u>will not</u> be considered.</b></p>

## 1 INTRODUCTION

### General

- 1.1 The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement described in the advertisement placed in the Find a Tender with reference number **XXX**
- 1.2 The Procurement is being run under the open procedure, which is a formal bidding procedure, under which the contract is advertised, and all interested organisations/consortium can bid. This ITT provides further details of the proposal and process for submitting Bids. **1.12**

### Collaborative procurement

- 1.3 The Procurement is being procured by the Authority for the benefit of the Authority and the Partner Organisations.
- 1.4 Peterborough City Council shall act as the lead Authority and will enter into the Contract with the successful Bidder(s). While Peterborough City Council will be the contracting party, the Services will be performed by the selected Suppliers for the Authority and the Partner Organisations

- 1.5 The following approach will be taken to the contract arrangements:

- 1.5.1 The Authority will enter into the Contract with the successful Bidder on behalf of itself and the Partner Organisations.

### Communications / Contact

- 1.6 The Authority is using the SourceDogg Procurement Portal for the Procurement Process: <https://www.sourcedogg.com/> ("the Procurement Portal").

- 1.7 Bidders must not approach any member of the Authority in relation to the Procurement or the Procurement Process, other than by using the Supplier Q&A section within the Procurement Portal.
- 1.8 Any technical questions relating to the use of the Procurement Portal website should be addressed using the Click here to chat function located on the right hand side of the Procurement Portal. This is only the technical support line and any ITT queries should be directed to the relevant procurement team running the procurement through the Supplier Q&A section within the Procurement Portal.

### Open Procedure

- 1.9 This ITT has been developed to achieve the selection of a provider to deliver the Procurement as described in the Find a Tender Notice.
- 1.10 The Authority is using the open procedure. Any interested organisation/consortium may submit a Bid in response to this ITT.
- 1.11 All Bidders are required to complete the requirements of this ITT document within the Contents section of the SourceDogg Request in order to submit their completed Bid. Bids must comprise of both the Selection Questionnaire ("SQ") and ITT response document for each Lot being bid for (see Appendices to this ITT). All aspects of this ITT should be completed in full and submitted as part of a Bid within the Contents section of the SourceDogg Request.
- 1.12 **Error! Reference source not found.**
- 1.12 The Authority will evaluate Bidders' responses to the selection questions in the SQ (Appendix 7: Award Criteria)

### Table 1: Evaluation Criteria and Weightings

Quality will firstly be evaluated, then Price. Only Bids obtaining a Quality score of no less than 70% will have their Price evaluated and ranked.

#### Quality:

The maximum possible percentage for Quality is 100% as follows:

**Table 1: Quality Criteria and Weightings for Lot 1 - Cambridgeshire local authority area**

Criteria		Weighting
Quality	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 - Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 - Presentation / Interview	20%
Total		100%

**Table 1: Quality Criteria and Weightings for Lot 2 - Peterborough local authority area**

Criteria		Weighting
Quality	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 – Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 – Presentation / Interview	20%
Total		100%

**Price:**

Bids which have scored no less than 70% in their Quality evaluation will then have their price evaluated.

The Bidder's price will be ranked on the basis of the lowest priced Bid to the highest price Bid (lowest price receiving the best rank) for all Bids which have scored the quality threshold of 70% or higher. Bids which do not achieve the minimum quality threshold will not have their prices ranked.

The winning Bid will be the lowest priced Bid which meets the minimum quality threshold.

### **Appendix 8: Quality Questions**

**Also reproduced in SourceDogg**

**Please submit your answers via SourceDogg**

#### **QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

The responses to the questions in this Appendix and the presentation along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Error! Reference source not found. and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a page count limit for certain questions; please see paragraph 3.19 for information on how page count limits are treated.

#### **Lot 1 - Cambridgeshire local authority area**

<b><u>Question 1 - Structure</u></b>
<b>Maximum Score 10 Weighting 45%</b>
<ul style="list-style-type: none"> <li>Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.</li> <li>Please describe how will you deliver, capture and track the outcomes in the specification?</li> </ul>

- Please include a risk register for this service. This should also identify specific challenges and mitigating actions.
- How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.

Providers should include:

- Relevant structure charts
- If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.
- Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.
- Reference Think Communities if relevant
- Diagram or Gantt chart or similar

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**

## **Question 2 - Implementation**

### **Maximum Score 10 Weighting 15%**

Please include an implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

### **Question 3 – Social Value**

#### **Maximum Score 10 Weighting 10%**

In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations

Providers should ensure that social value, added value and value for money are clearly differentiated in your response.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

### **Question 4 – Collaboration**

#### **Maximum Score 10 Weighting 10%**

How and who will you engage and work collaboratively with to ensure this service's success?

Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

### **Question 5 – Presentation / Interview Question**

#### **Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually

## Lot 2 – Peterborough local authority area

### **Question 1 - Structure**

**Maximum Score 10 Weighting 45%**

- Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.
- Please describe how will you deliver, capture and track the outcomes in the specification?
- Please include a risk register for this service. This should also identify specific challenges and mitigating actions.
- How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.

Providers should include:

- Relevant structure charts
- If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.
- Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.
- Reference Think Communities if relevant
- Diagram or Gantt chart or similar

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**



<b><u>Question 2 - Implementation</u></b>
<b>Maximum Score 10 Weighting 15%</b>
<p>Please include implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.</p> <p>Providers should include:</p> <ul style="list-style-type: none"> <li>• A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.</li> <li>• An implementation of services activity timetable for the first year of service and/or a Gantt chart.</li> </ul> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.</b></p>

<b><u>Question 3 – Social Value</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations</p> <p>Providers should ensure that social value, added value and value for money are clearly differentiated in your response.</p> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.</b></p>

<b><u>Question 4 – Collaboration</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>How and who will you engage and work collaboratively with to ensure this service's success?</p> <p>Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.</p>

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

**Question 5 – Presentation / Interview Question**

**Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually

- 1.13 ) before evaluating the remainder of the Bid. All Bidders meeting the selection criteria (set out in the SQ Explanatory Document (**Error! Reference source not found.**) will proceed to the tender evaluation stage and will have the remainder of their Bids evaluated. Bids which do not meet the selection criteria, will not proceed to the tender evaluation stage.
- 1.14 During the open procedure, negotiations between the Authority and Bidders on fundamental aspects of their offer, such as price, are not permissible.
- 1.15 The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
- 1.16 All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
- 1.17 The ITT aims to:
- provide information to Bidders on the Procurement and the opportunities available;
  - set out clearly the Authority's requirements;
  - provide information on the Authority's approach to the open procedure process;
  - set out the deliverables required from Bidders; and
  - set out the evaluation criteria and weightings that the Authority will use to assess Bids.
- 1.18 Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.

- 1.19 The questions that Bidders are required to answer in the ITT are set out in Error! Reference source not found. and **Appendix 9: Financial Submissions** to this document.
- 1.20 Bidders should note that there will be no negotiations permitted on the Contract terms (**Appendix 2**) prior to or after the Bid submission deadline date. Bidders are deemed to accept the Contract terms as set out in this ITT and the Authority reserves the right to reject a Bid which seeks to vary or qualify the terms of the Contract (in a manner not permitted in this ITT).
- 1.21 **Bids should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in Section 5 (Submission Instructions) and the checklist contained in Section 7 (Bid Checklist).**
- 1.22 However, the Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.
- 1.23 Following the submission of Bids, the Authority expects to undertake an evaluation process to identify which Bid is the most economically advantageous tender (MEAT) and will be put forward for consideration to be awarded the Contract.
- 1.24 The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including in the Find a Tender and the ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

## **Lots**

- 1.25 Bidders should note that this procurement is split into Lots and the Authorities intends to appoint suitable supplier(s) to provide the Lots as follows as referred to below:
- Lot 1: covers Cambridgeshire local authority area
- Lot 2: covers Peterborough local authority area
- 1.25 Bidders shall ensure that they clearly detail the Lot(s) being bid for within **SourceDogg (Content Section)**. Bidders are able to submit tenders for one or both Lots. The number of suitable suppliers the Authority intends to award to each Lot is not defined. If successful, bidders can deliver the service within multiple Lots or both Lots. There is no limit on the number of Lots to be awarded to suppliers, if appropriate.
- 1.26 Bidders response to the Selection Criteria in **SourceDogg (Content section)** should be relevant to the Lot that the bidder is bidding for. A separate response is required for each Lot being bid for.
- 1.27 Bidders response to the Award Stage Criteria (Method Statements) contained within SourceDogg (Content Section) should be relevant to the Lot that the bidder is bidding for. If a bidder is bidding for multiple Lots they should make sure all relevant sections that refer to each Lot being bid for are completed.
- 1.28 Each bidder can bid for one or both Lots. If a bidder is bidding for multiple or both Lots a tender submission is required for each Lot. The SourceDogg (Contents Section) detailing the Lots being bid for must be completed.

## Definitions

In this ITT, the following definitions shall apply:

### Definitions

<b>Advisers</b>	Means all professional advisers of the Authority involved in the Procurement Process
<b>Authority</b>	Means Peterborough City Council or its duly authorised officers
<b>Bid</b>	Means each of the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process. A Bid includes the SQ and ITT responses.
<b>Bidder(s)</b>	Means individuals and/or Organisations who are interested in tendering for the Procurement
<b>Confidential Information</b>	Means all information marked as confidential. Does not apply to any information not marked in this way.
<b>Consortium</b>	Means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder
<b>Consortium Member</b>	Means where the Bidder is a Consortium, any individual economic operator forming part of that Consortium
<b>Contract</b>	Means the agreement between the Authority and the Supplier for the Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>Contract Price</b>	Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract
<b>Find a Tender</b>	UK's e-notification service
<b>ITT</b>	Means Invitation to Tender
<b>MEAT</b>	Means Most Economically Advantageous Tender as defined within the EU Procurement Directive (2014/24/EU), which can be either the lowest price tender, or a tender assessed on the basis of a mix of price and quality criteria
<b>Organisation</b>	Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK

<b>Partner Organisation</b>	Means other contracting authorities named in the Find a Tender Notice.
<b>Procurement</b>	Means Cambridgeshire and Peterborough Voluntary & Community Sector Support and Development - PCCA0608
<b>Procurement Documents</b>	Means any document issued by the Authority as part of this Procurement Process
<b>Procurement Portal</b>	Means SourceDogg and it can be accessed via this link <a href="https://secure.sourcedogg.com/">https://secure.sourcedogg.com/</a>
<b>Procurement Process</b>	Means the procedure set out in this ITT by which the Procurement will be procured
<b>Services</b>	Means any of the services to be provided under each of the Lots within the Contract
<b>Service User</b>	Means any person to whom the Services will be provided.
<b>SQ</b>	Means the Selection Questionnaire
<b>SQ Explanatory Document</b>	Means the Selection Questionnaire Explanatory Document at 0
<b>Supplier</b>	Means the person, firm or company responsible for carrying out the Contract and shall include the Supplier's successors and permitted assignees
<b>TUPE</b>	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any amending legislation.
<b>VCS</b>	Voluntary and Community Sector

## 2 IMPORTANT NOTICES

### General

- 2.1 This ITT has been prepared by the Authority and is for use by those interested in bidding for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
- 2.2 You are deemed to fully understand the process that the Authority is required to follow under relevant European and UK legislation, particularly in relation to public procurement rules.
- 2.3 Bidders' attention is drawn to the further notices set out in this **Section 2 (Important Notices)** which form part of the conditions of participation in this Procurement Process and to **Section 5 (Submission Instructions)** which details how to submit a Bid.

### Confidentiality

- 2.4 The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
  - 2.4.1 treat all Confidential Information as confidential;
  - 2.4.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
  - 2.4.3 not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
  - 2.4.4 comply with the provisions of paragraph 2.13 below (which contains restrictions on publicity activity within any section of the media or similar).
- 2.5 Bidders shall procure that, if it is a Consortium, each Consortium Member who receives any of the Confidential Information is made aware of, and complies with, the confidentiality obligations in this Section 2.
- 2.6 Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
  - 2.6.1 this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
  - 2.6.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 2.7 The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.

- 2.8 The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the Bid process, at debrief stage or after the Contract has been entered into.
- 2.9 The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority's duties under the Public Contracts Regulations 2015, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 2.44 below) and any other associated transparency duties.

### **Conflicts**

- 2.10 The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

### **Canvassing and non-collusion**

- 2.11 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case may be) may attract) any Bidder or Consortium Member (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), who, in connection with this ITT:
- 2.11.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
  - 2.11.2 does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
  - 2.11.3 does anything which would constitute the offence of bribery, where the offence relates to active corruption;
  - 2.11.4 does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
  - 2.11.5 canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
  - 2.11.6 contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
  - 2.11.7 fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);

- 2.11.8 enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
  - 2.11.9 causes or induces any person to enter such agreement as is mentioned in either paragraph 2.11.7 or 2.11.8 or to inform the Bidder (or a Consortium Member of the Bidder) of the amount or approximate amount of any rival Bid;
  - 2.11.10 canvasses any person connected with this ITT who is not one of its own Consortium Members or one of its own team;
  - 2.11.11 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 Bid (or proposed Bid) any act or omission;
  - 2.11.12 communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
  - 2.11.13 enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
  - 2.11.14 undertakes to unduly influence the decision-making process of the Authority; or
  - 2.11.15 undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
- 2.12 Bidders will be required to complete and submit certificates of non-collusion and non-canvassing.

### **Publicity**

- 2.13 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

### **Liability of the Authority and its Advisers**

- 2.14 In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 2.15 The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:



- 2.15.1 providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
  - 2.15.2 to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
- 2.16 The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
- 2.17 The Authority and its Advisers:
- 2.17.1 do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
  - 2.17.2 exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 2.18 Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
- 2.19 The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
- 2.20 For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

#### **Provision of further information from Bidders prior to making a Bid**

- 2.21 The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

## **Procurement Process and costs**

- 2.22 The Authority reserves the right at any time:
- 2.22.1 to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
  - 2.22.2 to amend the terms and conditions of the Procurement Process;
  - 2.22.3 not to consider Bids other than those specified;
  - 2.22.4 to issue amendments or modifications to the ITT;
  - 2.22.5 to alter the timetable to contract award;
  - 2.22.6 to cancel or withdraw from the Procurement Process at any stage; and
  - 2.22.7 not to award a contract.
- 2.23 All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
- 2.24 Whilst reserving the right to request information at any time throughout the Procurement Process, the Authority may enable the Bidder to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Bidder can meet the specified requirements (such as the questions in section 6 of the SQ relating to Technical and Professional Ability) the Authority may choose to obtain such evidence after the final Bid evaluation decision (i.e. from the successful Bidder only).
- 2.25 The Authority reserves the right to provide information about the successful Bid(s) to unsuccessful Bidders as part of debriefing obligations arising in the conduct of the competition in accordance with Regulation 55 of the Public Contracts Regulations 2015 and during the standstill period in accordance with Regulation 86 and 87 of the Public Contracts Regulations 2015 (including but not limited to the financial or price score of the successful Bid).
- 2.26 The Authority reserves the right to publish information on the Procurement Portal and/or Contracts Finder in accordance with Regulation 108 of the Public Contracts Regulations 2015 (when applicable) and any relevant guidance concerning any contract awarded (including but not limited to the value of any contract awarded).

### **Abnormally low Bids:**

- 2.27 Where the Authority receives a Bid which is abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the Bid. The Authority will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## Rejection of Bids

- 2.28 The Authority will reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where a Bid is submitted late.
- 2.29 The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where:
  - 2.29.1 a Bid is completed incorrectly, is materially incomplete (which shall include a failure to respond to or to complete all sections of the Bid or to sign any of the certificates, undertakings or declarations required), is unclear or contains ambiguities or is limited by caveats or otherwise fails to meet the Authority's submission requirements, which have been notified to the relevant Bidder;
  - 2.29.2 a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
  - 2.29.3 the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Bid process;
  - 2.29.4 the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to the Procurement Process (including but not limited to the SQ selection process of the competition);
  - 2.29.5 the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ITT;
  - 2.29.6 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members; or
  - 2.29.7 Bids or offers by Bidders are made subject to additional or alternative conditions.
- 2.30 All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre-contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
- 2.31 The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 2.32 The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
  - 2.32.1 establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or

- 2.32.2 establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
- 2.32.3 establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
- 2.33 Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
  - 2.33.1 establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or
  - 2.33.2 establishing the continued fulfilment of the selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

### **Changes to Consortia**

- 2.34 The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this Procurement Process unless the Authority's prior consent has been given, and subject to:
  - 2.34.1 any replacement Consortium Member being satisfactorily selected by the Authority; and
  - 2.34.2 any other condition which the Authority may specify having been met.
- 2.35 The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.
- 2.36 The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

### **Sub-contracting arrangements**

- 2.37 Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, section 1.2(b)(ii) of the SQ (Appendix 7: Award Criteria)

### **Table 1: Evaluation Criteria and Weightings**

Quality will firstly be evaluated, then Price. Only Bids obtaining a Quality score of no less than 70% will have their Price evaluated and ranked.

#### **Quality:**

The maximum possible percentage for Quality is 100% as follows:

### **Table 1: Quality Criteria and Weightings for Lot 1 - Cambridgeshire local authority area**

Criteria		Weighting
Quality	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 - Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 - Presentation / Interview	20%
Total		100%

**Table 1: Quality Criteria and Weightings for Lot 2 - Peterborough local authority area**

Criteria		Weighting
Quality	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 – Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 – Presentation / Interview	20%
Total		100%

**Price:**

Bids which have scored no less than 70% in their Quality evaluation will then have their price evaluated.

The Bidder's price will be ranked on the basis of the lowest priced Bid to the highest price Bid (lowest price receiving the best rank) for all Bids which have scored the quality threshold of 70% or higher. Bids which do not achieve the minimum quality threshold will not have their prices ranked.

The winning Bid will be the lowest priced Bid which meets the minimum quality threshold.

**Appendix 8: Quality Questions**

**Also reproduced in SourceDogg  
Please submit your answers via SourceDogg**

**QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the questions in this Appendix and the presentation along with the prices submitted in the pricing schedule will be used to evaluate the responses**

received under the criteria and weighting system. Please refer to the Award Criteria detailed in Error! Reference source not found. and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a page count limit for certain questions; please see paragraph 3.19 for information on how page count limits are treated.

### Lot 1 - Cambridgeshire local authority area

<b><u>Question 1 - Structure</u></b>
<b>Maximum Score 10 Weighting 45%</b>
<ul style="list-style-type: none"> <li>• Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.</li> <li>• Please describe how will you deliver, capture and track the outcomes in the specification?</li> <li>• Please include a risk register for this service. This should also identify specific challenges and mitigating actions.</li> <li>• How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.</li> </ul> <p>Providers should include:</p> <ul style="list-style-type: none"> <li>• Relevant structure charts</li> <li>• If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.</li> <li>• Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.</li> <li>• Reference Think Communities if relevant</li> <li>• Diagram or Gantt chart or similar</li> </ul> <p><b>Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.</b></p>

<b><u>Question 2 - Implementation</u></b>
<b>Maximum Score 10 Weighting 15%</b>
<p>Please include an implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.</p> <p>Providers should include:</p> <ul style="list-style-type: none"> <li>• A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.</li> <li>• An implementation of services activity timetable for the first year of service and/or a Gantt chart.</li> </ul> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.</b></p>

<b><u>Question 3 – Social Value</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations</p> <p>Providers should ensure that social value, added value and value for money are clearly differentiated in your response.</p> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.</b></p>

<b><u>Question 4 – Collaboration</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>How and who will you engage and work collaboratively with to ensure this service's success?</p> <p>Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.</p>

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

### **Question 5 – Presentation / Interview Question**

**Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually

### **Lot 2 – Peterborough local authority area**

### **Question 1 - Structure**

**Maximum Score 10 Weighting 45%**

- Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.
- Please describe how will you deliver, capture and track the outcomes in the specification?
- Please include a risk register for this service. This should also identify specific challenges and mitigating actions.
- How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.

Providers should include:

- Relevant structure charts
- If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.
- Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.



- Reference Think Communities if relevant
- Diagram or Gantt chart or similar

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**

### **Question 2 - Implementation**

#### **Maximum Score 10 Weighting 15%**

Please include implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

### **Question 3 – Social Value**

#### **Maximum Score 10 Weighting 10%**

In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations

Providers should ensure that social value, added value and value for money are clearly differentiated in your response.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

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<b><u>Question 4 – Collaboration</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>How and who will you engage and work collaboratively with to ensure this service's success?</p> <p>Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.</p> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.</b></p>

<b><u>Question 5 – Presentation / Interview Question</u></b>
<b>Maximum Score 10 Weighting 20%</b>
<p><b>How will you ensure the voice of the sector is fairly represented?</b></p> <p>You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually</p>

2.38 ) must be fully completed providing details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

2.39 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to

deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

### Acceptance of Bids

- 2.40 Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 2.41 The Contract shall be in the form set out in **Appendix 2** and subject to the Authority's Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail.
- 2.42 Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for 180 days and no increase will be accepted prior to the Contract being entered into.
- 2.43 The prices quoted in the Supplier's Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
- 2.44 Contract terms **will not** be subject to negotiation.

### Freedom of Information Act 2000 and Environmental Information Regulations 2004

- 2.45 The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
- 2.46 In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
- 2.47 If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
- 2.48 Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the

Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

### **Intellectual Property**

- 2.49 This ITT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 2.50 All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

### **National Living Wage/National Minimum Wage and Modern Slavery Act 2015 Compliance**

- 2.51 Bidders will be required to ensure that all staff employed or workers otherwise contracted or sub-contracted in relation to this Contract, who are based in or posted to the United Kingdom, shall be paid at rates no less favourable than those laid down by the National Minimum Wage Act 1998 as amended by The National Minimum Wage (Amendment) Regulations 2016 (as these may be updated by United Kingdom law).
- 2.52 Insofar as such laws, statutes, and regulations apply to the Bidder, the Bidder shall agree to:
- 2.52.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015; and
  - 2.52.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
  - 2.52.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom.

### **Data Protection Legislation & General Data Protection Regulation**

- 2.52 Following the introduction in May 2018 in the United Kingdom of the General Data Protection Regulation 2016/679 and the Data Protection Act 2018 (Data Protection Legislation) the contract will be subject to this new Data Protection Legislation. All Bidders must therefore be familiar with the new legislation and of their obligations

### 3 TIMETABLE AND PROCESS

#### Procurement Timetable

3.1 The timetable below sets out the key dates in the Procurement Process.

Date	Stage
05/01/2021	Dispatch of the Find a Tender Contract Notice by the Authority.  Procurement Documents made available over the internet.
29/01/2021	Deadline for clarification questions
05/02/2021	Deadline for return of Bids (to include the SQ and ITT responses)
30/04/2021	Evaluation of Bids and recommendation for the successful Bid.
13/05/2021	Completion of the Authority approval and award decision processes.
13/05/2021	Notification by the Authority of the award decision, debriefing unsuccessful Bidders and commencement of the standstill period.
24/05/2021	Expiry of standstill period.
30/06/2021	Appointment of the successful Bidder, award of the contract and notification of contract conclusion to participants.

3.2 The Authority reserves the right to amend this timetable as the Procurement Process progresses.

#### General Information

3.3 Bidders are directed to the information in relation to conflicts, contained in paragraph 2.10 of **Section 2 (Important Notices)**, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

#### Pre Bid Clarifications

3.4 Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1

3.5 Upon commencement of the Procurement Process Bidders must not approach any member or officer of the Authority with any queries, other than by using the Supplier Q&A section within the Request on the Procurement Portal.

3.6 Open the Supplier Q&A Section within the Request by clicking the blue button 'Supplier Q&A' at the 'My Response status' sidebar and this will show any messages that have already been received and the area to create new messages to then raise any clarification questions.

3.7 When creating a clarification question through the Supplier Q&A section ensure you include a subject title that is relevant to the question that is being asked.

- 3.8 In compliance with European guidelines on equal and fair treatment of Bidders, any information that the Authority dispenses in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
- 3.9 Relevant questions together with the answers will be posted on the Procurement Portal and automatic e-mails will be sent to Bidders informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system.
- 3.10 Bidders registering after clarifications have been posted will not receive notification that messages are available for viewing.
- 3.11 When Bidders first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
- 3.12 On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Authority cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

### **Bid Submissions**

- 3.13 Bids must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

### **Post Bid Clarifications**

- 3.14 Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered in writing via the Supplier Q&A section within the Procurement Portal.

### **Selection Criteria**

- 3.15 Bidders are required to complete and submit the selection questionnaire (SQ) alongside their ITT responses (i.e. by the deadline for Bid submissions). Bidders' SQ submissions will be evaluated prior to evaluation of the ITT responses as explained in paragraph 1.12 above.
- 3.16 Details of the approach to be taken to the evaluation of SQ submissions are contained in Error! Reference source not found.. Bidders should read **Error! Reference source not found.** before completing the SQ.

### **The Award Criteria and evaluation questions**

- 3.17 Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Authority reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.

- 3.18 Answers should contain information to evidence and demonstrate what and how you intend to deliver the Services within the selected Lot, which is the subject of this ITT;

Lot 1 - Cambridgeshire Local Authority Area  
 Lot 2 - Peterborough Local Authority Area

- 3.19 Bidders' answers to the questions are limited to the number of pages specified against the question in Error! Reference source not found. (where applicable). Where a page limit is specified, **each page** within the answer will be counted towards the page count limit. For example:
- Where not specifically requested any diagrams, pictures, charts or tables (including their labels) will count towards the page limit;
- 3.20 Answers that exceed this page count will be cropped at the page limit for the question (excess pages over the page limit will not be assessed or evaluated). The only exception to this is where pages have been specifically stated not to be included within the page count; for example, if the Authority requests a document in support of a response and specifically advises that this document is excluded from the page count limit.
- 3.21 Minimum Quality: Bidders should be aware that, regardless of their price, to be considered for award of this contract they must achieve a qualitative evaluation score of no less than 70%

### The Price Schedule

The Bidder's price will be calculated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and **Appendix 9: Financial Submissions**. The price element of the Bid will be scored and will contribute to the overall score for the Bid. The Authority seeks a fully costed and transparent contract price. These requirements will be clearly detailed within Appendix 9: Financial Submissions.

### Completion of ITT

- 3.22 Evaluation of a Bid does not imply acceptance by the Authority of the Bidder's financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
- 3.23 The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

## Presentation / Interview

- 3.24 The Authority will require Bidders to attend a virtual presentation / interview process hosted by a panel of internal stakeholders which will be scored as part of the evaluation criteria detailed in **Section 6 (Evaluation)**. The question for the presentation can be found in **Appendix 8: Quality Questions**
- 3.25 The virtual presentations are scheduled for between 16<sup>th</sup> and 22<sup>nd</sup> March 2021 with the exact date to be confirmed. Bidders are expected to keep these dates free. It is expected that the presentation for Lot 1 will be on Tuesday 16<sup>th</sup> March 2021 and Lot 2 on Wednesday 17<sup>th</sup> March 2021. If a Bidder submits a response to both Lots they will be expected to present on both dates. Emails will be sent to the Bidders containing a link to the virtual meeting. Bidders will have a maximum of ten (10) minutes to present to the panel. The panel will ask the same questions to all Bidders. The presentation will account for 20% of the final Quality score.

## Confidentiality and Freedom of Information

- 3.26 Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words "in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders should note that the Authority is likely to disclose the overall Bid price as part of the debriefing process.
- 3.27 Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight pink those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.
- 3.28 The Authority will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the applicable Public Contracts Regulations, Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
- 3.29 Please see further details regarding confidentiality in **Section 2 (Important Notices)**.

## Return of Certificates / Contractual Undertaking

- 3.30 The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 3: Certificates and Declarations**
- 3.31 as part of a Bid. Copies of the certificates are provided in **Appendix 3: Certificates and Declarations**
- 3.32 .
- Certificate of Non-Collusion
  - Certificate of Non-Canvassing
  - Declaration in relation to National Minimum Wage and National Living Wage
  - Declaration regarding relationship with elected Councillors or Employees
- 3.33 In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 4: Contractual Undertaking**



- 3.34 in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.
- 3.35 The current supplier(s) have indicated that there is a TUPE implication in relation to the Procurement. Bidders requiring the TUPE information from the current supplier(s) are required to sign and return to the Authority via the Procurement Portal the TUPE Undertaking of Confidentiality Document available on the Procurement Portal. Upon receipt of the signed documentation, TUPE information will be issued through the Procurement Portal to that Bidder. Bidders should note that further information may be forwarded from existing service providers in relation to TUPE which will need to be considered within their bids.
- 3.36 **Bidders are therefore REQUIRED as part of the tender submission to complete and return the following forms relating to TUPE and pensions that are included with this Invitation to Tender in Appendix 10:-**
- (a) TUPE UNDERTAKING OF CONFIDENTIALITY; AND
  - (b) TUPE QUESTIONNAIRE.
- a) The Council does not make any warranty in respect of the following: -
- the adequacy of the skills, experience or training of the employees identified on the TUPE list;
  - that there will be sufficient numbers of transferring employees to enable the successful bidder to carry out the contract without reliance on other employee resources; or
  - employees identified for transfer are willing to do so.
- b) Bidders will be aware that where a TUPE transfer takes place the effect is that transferring employees transfer to the new employer (the winning bidder) on their existing terms and conditions of employment and the need;
- to consult with relevant recognised Trade Unions and employees' representatives;
  - to maintain existing rates of pay and terms and conditions of employment (and suitable pension provision); and
  - to accept liability in respect of claims for redundancy, unfair dismissal and all other claims that may relate to the transferring employees.
- c) Bidders should take their own independent legal advice on the implications of TUPE and pensions before completing and submitting their tender to the Council. (See above for the documentation that bidders must complete and submit as part of the tender).
- d) Bidders should also be aware that if they submit a tender on the basis that TUPE does not apply, they will have to demonstrate to the Council's satisfaction that there are genuinely exceptional circumstances why TUPE should not apply.
- e) As regards pension provision for transferring employees the bidder will be required to demonstrate the Council that it has a suitable pension scheme available to these transferring employees and provide details with its tender submission.

### **Due diligence**

- 3.37 Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted

on the certificates and documentation supporting the highest scoring Bidder's self-certified responses to the SQ. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

### **Contract Award**

- 3.38 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
- 3.39 Once the Authority has reached a decision in respect of contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract.

## **4 SPECIFICATION**

### **About the Specification**

- 4.1 The Services are described in the Specification in Error! Reference source not found. to this ITT.
- 4.2 Through their responses Bidders shall demonstrate how they intend to deliver the Services subject of this Specification for each Lot

### **Alternative Bids**

- 4.3 Alternative bids will not be accepted.

### **Environmental Issues**

- 4.4 The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with the Authority to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

### **Cost Strategy**

- 4.5 The Authority seeks a fully costed and transparent contract price. These requirements will be clearly detailed within **Appendix 9: Financial Submissions**.

## 5 SUBMISSION INSTRUCTIONS IN RESPONSE TO THE ITT

### General

- 5.1 The Authority will reject Bids delivered after the date and time specified as the deadline. Please see **Section 2 (Important Notices)**.
- 5.2 The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
- 5.3 All responses must be submitted electronically through the Procurement Portal. Bids which are, e-mailed, posted, hand-delivered or faxed to the Authority **will not** be considered.
- 5.4 It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
- 5.5 You should ensure that you leave enough time to upload and submit your Bid.

### Bid documentation

- 5.6 **Section 7 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

### Return of Bid documentation

- 5.7 The Authority is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
- 5.8 User guides are available from the Help menu located through the Users name on the black tool bar, which is the main navigation point throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides.
- 5.9 New users to the SourceDogg Procurement Portal must create an account to access this opportunity. To create an account Bidders should click on the blue "Create Supplier Account (Free)" button on the SourceDogg homepage <https://secure.sourcedogg.com/>. Bidders will be required to enter their Organisation's details.
- 5.10 Bidders interested in this opportunity should express their interest by clicking on the link to the SourceDogg request within section I.3 of the Finder a Tender and click on the green "Join this request now" button.
- 5.11 Once Bidders have expressed their interest they can review the request details including Deadline and Description, download and review attachments and review questions and items in the 'Content' section of the Request.
- 5.12 Please indicate via the Procurement Portal whether or not you intend to submit a Bid in response to this invitation by selecting the green "Accept" button or the white "Decline" button in the right hand corner. All questions and items in the 'Content' section are not activated until The Request Invitation is accepted. This means that

Bidders cannot start Responding to the Request before Accepting the Invitation but can review questions and items to decide whether to Accept or Decline.

- 5.13 In order to complete your electronic Bid the required areas must be completed within the SourceDogg system and where required documents downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions and the stated deadline for submission of responses. Bidders should be aware that the Authority is unable to open any Bid submissions until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any of the Authority's staff.
- 5.14 The full Bid must be completed and returned in the required format. Failure to comply with this instruction may result in your Bid submission being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time **will not** be considered. Bids may be rejected if they are not properly completed.
- 5.15 Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept scanned copies of original signed Appendices. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
- 5.16 All responses should be in English and for any documents to be uploaded text submitted should be in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
- 5.17 Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid response.

## Attachments

- 5.18 Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.
- 5.19 For example, if you are requested in Question 1 of the ITT to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called "Q1 Management Structure" and "Q1 Staff Structure" respectively.
- 5.20 Attachments that have not been requested as part of the Bid submission will be ignored and will not be taken into consideration as part of the evaluation process.

## **No references to other document(s), bids or factors**

- 5.21 Except where attachments are specifically requested as part of the Bid submission, the Bid must not be qualified in any way and/or must not be dependent on any other document, bid or other factor(s) outside the Bid itself.

## **6 EVALUATION**

### **General**

- 6.1 This Section 6 sets out the evaluation criteria against which the ITT responses will be assessed.
- 6.2 Bidders are required to respond to each of the questions set out in Error! Reference source not found. and complete in full the requirements in **Appendix 9: Financial Submissions**.

### **Evaluation Criteria and Weightings**

- 6.3 The contract award decision will be made on the basis of the most economically advantageous Bid, based on the application of the detailed evaluation criteria (and sub-criteria) shown in Error! Reference source not found..

### **Evaluation Methodology**

- 6.4 Prior to carrying out the detailed scoring of Bids, the Authority will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
- 6.5 Following compliance checks and the SQ evaluation, each Bid will be evaluated and scored against the evaluation criteria and weightings and Bidders ranked in line with their scores.
- 6.6 The evaluators will allocate scores in accordance with the scoring scale at paragraph 6.11, and the award criteria published in this document (Error! Reference source not found.). **To be considered for the award of this contract Bidders must achieve a qualitative evaluation score of no less than 70%.** Bids which do not meet this minimum quality threshold will be rejected.
- 6.7 Prices contained in Bids will be evaluated and ranked (on the basis of the lowest priced Bid to the highest price Bid - lowest price receiving the best rank) after the quality evaluation has been completed. Only Bids which have scored the quality threshold of 70% or higher, will have their prices evaluated and ranked. If two Bids are received which are identical in Price, the Bid with the higher quality score will receive the best rank of those two Bids. If two Bids (meeting the minimum quality threshold) are received which are both for the lowest price (both have identical price),
- 6.8 The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, the quality questions (Error! Reference source not found.) and sub-criteria as well as the financial submission (Appendix 9: Financial Submissions) prior to the ITT response deadline.
- 6.9 The successful Bidder will be the one that submits the lowest priced Bid which meets the minimum quality threshold. If two Bids (meeting the minimum quality threshold) are received which are both for the lowest price (both have identical price), the successful Bidder would be the Bidder that had attained the higher quality score of

those two Bids: e.g. Supplier A attains a quality score of 75% and submits a Price of £150,000 and Supplier B attains a quality score of 70% and submits a Price of £150,000 then Supplier A would be the successful Bidder.

- 6.10 The successful Bidder's SQ will then be evaluated in accordance with **Error! Reference source not found.**

## Quality Evaluation

### Scoring Scale

- 6.11 In relation to the Quality criteria and sub-criteria (as indicated in Error! Reference source not found.), each question and the presentation will be scored in application of the following scoring scale:

<b>Assessment of responses</b>	
<b>Evaluation of method statements</b>	
<b><u>Scoring: The replies to questions and the presentation within Method Statement section will be scored as a whole as follows:</u></b>	
<b><u>10 marks</u></b>	<b>Excellent Response.</b> <ul style="list-style-type: none"> <li>* The response is comprehensive in all areas</li> <li>* Organisation demonstrates an excellent understanding of the requirement</li> <li>* Organisation demonstrates a very high level of skills/abilities to meet the requirement</li> <li>* All key policies/standards/best practice guidance are referenced and incorporated in the submission</li> <li>* The evaluation panel has a very high confidence level that the bidder will deliver the service as per standards listed in the service specification.</li> </ul>
<b>8 marks</b>	<b>Good Response.</b> <ul style="list-style-type: none"> <li>* The response covers all critical areas</li> <li>* The bidder demonstrates high level of understanding of the requirement</li> <li>* The bidder demonstrates high level of skills/abilities to meet the requirement</li> <li>* The bidder references majority of key policies/standards/best practice guidance where appropriate</li> <li>* The evaluation panel has high confidence level that the tenderer will be able to deliver the service as per standards listed in the service specification</li> </ul>
<b>6 marks</b>	<b>Satisfactory Response.</b> <ul style="list-style-type: none"> <li>* The response covers most key areas</li> <li>* The bidder demonstrates an acceptable level of understanding of the requirement</li> <li>* The bidder demonstrates acceptable level of skills/abilities to meet the requirement</li> <li>* The bidder references some key policies/standards/best practice guidance where appropriate</li> <li>* The evaluation panel has acceptable level of confidence that the bidder will be able to deliver the service as per standards listed in the service specification.</li> </ul>
<b>4 marks</b>	<b>Response Does not Meet Required Standard</b>

	<ul style="list-style-type: none"> <li>* The response is missing key elements</li> <li>* The organisation demonstrates poor understanding of the requirement</li> <li>* The bidder demonstrates poor level of skills/abilities to meet the requirement</li> <li>* The Bidder included a minimal amount of policies/standards/best practice guidance and not referenced where expected</li> <li>* The evaluation panel has some confidence that the bidder will be able to deliver the service as per standards listed in the service specification</li> </ul>
<b>2 marks</b>	<p><b>Poor Response</b></p> <ul style="list-style-type: none"> <li>* The response is missing and key elements or no detail is provided</li> <li>* The bidder demonstrates no understanding of the requirement</li> <li>* The bidder has provided no evidence of skills/abilities to meet the requirement</li> <li>* Where applicable the bidder has provided no policies/standards/best practice guidance</li> <li>* The evaluation panel has no confidence that the bidder will be able to deliver the service as per standards listed in the service specification.</li> </ul>
<b>0 marks</b>	<p><b>No response</b></p> <ul style="list-style-type: none"> <li>* No response at all or insufficient information provided in the response such that the response is totally un-assessable and/or incomprehensible</li> </ul>

- 6.12 In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

#### Evaluation Panel

- 6.13 Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.
- 6.14 The evaluation panel members will, on an individual basis for each Bidder's response to a question, decide which commentary most accurately describes the response. The evaluation panel members will record the corresponding score and the strengths and weaknesses of the response.
- 6.15 Only the score corresponding to the commentary detailed in the scoring matrix may be awarded to a response (i.e.: 0-10). No other scores may be used and decimal scores are not permitted (e.g. 3.6).
- 6.16 Following the completion of the Bidder presentations the evaluation panel will assess each presentation using the scoring matrix (i.e.: 0-10).

#### Moderation



- 6.17 A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder's response to a question.
- 6.18 Each question will be awarded a consensus score in accordance with the scoring scale at 6.11 (i.e. 0-10). This consensus score will be divided by the highest score available for that question (i.e. 10) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
- 6.19 All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder's Bid. At each stage of the process all mathematical results will be rounded to two decimal places.
- 6.20 For illustration purposes, a worked example to demonstrate the scoring process is provided below **Please note that the weightings and marks available in the example relate only to the example and not to this Procurement Process.**

#### Example:

The maximum possible score for Quality is 100.

Figure 1, below, shows the detailed criteria and weightings for Quality for this example procurement process:

**Figure 1 Example Detailed Quality Criteria and Weightings**

Criteria	Level 1 - Sub-Criteria	Sub-Criteria Weighting	Level 2 – Sub-Criteria	Level 2 – Sub-Criteria Weighting
Quality	Implementation	60%	Question 1	30%
			Question 2	20%
			Question 3	10%
	Collaboration	40%	Question 4	25%
			Question 5	15%
<b>TOTAL</b>		<b>100%</b>		<b>100%</b>

In This example, the overall Quality criterion is made up of two sets of Level 1 sub-criteria:

- (1) Technical Merit (60% of the overall score); and
- (2) After Sales Service (40% of the overall score).

Each Level 1 sub-criterion is made up of Level 2 sub-criteria which are the individual questions (Question 1, Question 2 etc). Each Level 2 sub-criterion weighting is shown next to the Level 2 sub-criterion.

#### **Worked Example**

The quality scores awarded for 'Bidder 1' for this example procurement process are detailed in Figure 2 below:

**Figure 2 Example Bidder 1 Quality Score**

Level 2 – Sub-Criteria	Level 2 – Sub-Criteria Weighting	Consensus Score Awarded	Score Calculation	Score Awarded
Question 1	30%	6	$(6/10) \times 30$	18.00
Question 2	20%	10	$(10/10) \times 20$	20.00
Question 3	10%	8	$(8/10) \times 10$	8.00
Question 4	25%	8	$(8/10) \times 25$	20.00
Question 5	15%	4	$(4/10) \times 15$	6.00
		<b>Total Weighted Quality Score for Bidder 1</b>		<b>72.00</b>

For each question, the consensus score awarded (which will range from 0-10) will be divided by 10 and then multiplied by the Level 2 sub-criteria weighting to arrive at the score awarded. Each of the scores awarded is then added together to calculate the Bidder's total weighted Quality score.

For example, for Question 1, Bidder 1's consensus score awarded was '6'. 6 is divided by 10 (6/10) and then multiplied by the Level 2 sub-criteria weighting for Question 1, which is 30, to arrive at the score awarded for Question 1.  $(6/10) \times 30 = 18$ .

This process is repeated for Questions 2 through 5 and then the five scores awarded to Bidder 1 are added together to produce Bidder 1's total quality score. In this example, Bidder 1 has achieved a total weighted Quality score of 72 out of a maximum possible score of 100 (72%).

## Price Evaluation

- 6.21 The price evaluation will be based on the lowest priced Bid from those Bidders that have achieved no less than the published minimum threshold score of 70% for quality.
- 6.22 The Bidder's price will be ranked on the basis of the lowest priced Bid to the highest price Bid (lowest price receiving the best rank) for all Bids which have scored the quality threshold of 70% or higher. Bids which do not score a qualitative evaluation score of at least 70% will be rejected, and their prices will not be ranked.
- 6.22 The winning Bid will be the lowest priced Bid which meets the minimum quality threshold.
- 6.23 The price evaluation will be conducted by an evaluation team which may be the Quality evaluation team, however no pricing will be released until such time as moderated quality scores have been finalised. Finance will review pricing evaluation prior to final decision to award and will be based on the Pricing Schedule for each lot attached to SourceDogg at Request Details Section e.g. the lowest Bid price for each lot which will be awarded individually
- 6.24 Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in Appendix 9: Financial Submissions.

Example: Quality Score Supplier A 72%, Quality Threshold 70%, Price tendered by Supplier A £100,000

Quality Score Supplier B 84%, Quality Threshold 70%, Price Tendered by Supplier B £120,000

Quality Score Supplier C 61%, Quality Threshold 70%, Price Tendered by Supplier C £90,000

Supplier C tendered the lowest price, however, has not met the minimum 70% Quality Threshold therefore has been unsuccessful.

Supplier A wins as has submitted the lowest price out of those bidders who have met the minimum Quality Threshold of 70%.

If two Bids (meeting the minimum quality threshold) are received which are both for the lowest price (both have identical price), the successful Bidder would be the Bidder that had attained the higher quality score of those two Bids: e.g. Supplier A attains a quality score of 75% and submits a Price of £150,000 and Supplier B attains a quality score of 70% and submits a Price of £150,000 then Supplier A would be the successful Bidder

#### Example:

The Quality threshold is 70%.

Bidder A:  
Price £100,000  
Quality Score 65%

Bidder B:  
Price £120,000  
Quality Score 80%

Bidder C:  
Price £90,000  
Quality Score 57%

Bidder D:  
Price £95,000  
Quality Score 72%

Bidder C has not met the 60% Quality threshold, and their Bid is rejected. The remaining Bidders would be ranked as follows:

1. Bidder D
2. Bidder A
3. Bidder B

Bidder D is the successful Bidder as the lowest priced Bid which meets the minimum Quality threshold of 70%.

## Presentation / Interview

- 6.25 The Authority will require Bidders to attend a virtual presentation / interview process hosted by a panel of internal stakeholders that will be scored as part of the evaluation criteria detailed in **Section 6 (Evaluation)**. The question for the presentation can be found in Error! Reference source not found.
- 6.26 The virtual presentations are scheduled for between 16<sup>th</sup> and 22<sup>nd</sup> March 2021 with the exact date to be confirmed. Bidders are expected to keep these dates free. It is

expected that the presentation for Lot 1 will be on Tuesday 16<sup>th</sup> March 2021 and Lot 2 on Wednesday 17<sup>th</sup> March 2021. If a Bidder submits a response to both Lots they will be expected to present on both dates. Emails will be sent to the Bidders containing a link to the virtual meeting. Bidders will have a maximum of ten (10) minutes to present to the panel. The panel will ask the same questions to all Bidders. The presentation will account for 20% of the final Quality score.

## 7 BID CHECKLIST

- 7.1 Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification and the Contract) before commencing the completion of their Bids.
- 7.2 Bidders requiring the TUPE information from the current supplier are reminded that they are required to sign and return the TUPE Undertaking of Confidentiality Document referred to in **paragraph 3.35** before being provided with this.
- 7.3 The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

	Document title	Document location (if not contained in this ITT)	Action	Action Complete
	ITT	Attached SourceDogg	Read	
1.	Important Notices	Attached SourceDogg	Read	
2.	Appendix 1: Specification	Attached SourceDogg	Read	
3.	<b>Error! Reference source not found.</b>	Attached SourceDogg	Read	
4.	Appendix 3: Certificates and Declarations	Attached SourceDogg	<b>Download, read, sign and submit/upload signed Certificates and Declarations to SourceDogg</b>	
5.	Appendix 4: Contractual Undertaking	Attached SourceDogg	<b>Download, read, sign and submit/upload signed Undertaking to SourceDogg</b>	
6.	<b>Error! Reference source not found.</b>	Attached SourceDogg	Read	
7.	<b>Error! Reference source not found.</b>	Attached SourceDogg	<b>Read, complete, sign and submit (in SourceDogg)</b>	
8.	<b>Error! Reference source not found.</b>	Attached SourceDogg	Read	
9.	Appendix 8: Quality Questions	Attached SourceDogg and attached at Appendix 8	<b>Read, complete and submit (in SourceDogg)</b>	

10.	Appendix 9: Financial Submissions	Attached SourceDogg	<b>Read, complete and submit (in SourceDogg)</b>	
11.	Appendix 10: TUPE Undertaking and TUPE Questionnaire	Attached SourceDogg and attached at Appendix 10	<b>Download, read, sign and submit/upload completed signed Undertaking and Questionnaire (to SourceDogg)</b>	

## **Important Notices**

### **1. Confidentiality**

- 1.1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
  - 1.1.1. treat all Confidential Information as confidential;
  - 1.1.2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
  - 1.1.3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
  - 1.1.4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
- 1.2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
  - 1.2.1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
  - 1.2.2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 1.3. The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bids documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
- 1.4. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the ITT process or after the Contract has been entered into.
- 1.5. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 11.1 below) and any other associated transparency duties.

### **2. Conflicts**

- 2.1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the

Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

### **3. Canvassing and non-collusion**

- 3.1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this ITT:
- 3.1.1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
  - 3.1.2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
  - 3.1.3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
  - 3.1.4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
  - 3.1.5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
  - 3.1.6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
  - 3.1.7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
  - 3.1.8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
  - 3.1.9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Bid;
  - 3.1.10. canvasses any person connected with this ITT who is not one of its own team;
  - 3.1.11. 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 Bid (or proposed Bid any act or omission);

- 3.1.12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
  - 3.1.13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
  - 3.1.14. undertakes to unduly influence the decision-making process of the Authority; or
  - 3.1.15. undertakes to obtain confidential information that could confer upon an undue advantage in the award of the Contract.
- 3.2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Bid.

#### **4. Publicity**

- 4.1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

#### **5. Liability of the Authority and its Advisers**

- 5.1. In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 5.2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
  - 5.2.1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
  - 5.2.2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
- 5.3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
- 5.4. The Authority and its Advisers:
  - 5.4.1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own



investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and

- 5.4.2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 5.5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
- 5.6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
- 5.7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

## **6. Provision of further information from Bidders prior to making a Bid**

- 6.1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

## **7. Procurement Process and costs**

- 7.1. The Authority reserves the right at any time:
  - 7.1.1. to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
  - 7.1.2. to amend the terms and conditions of the Procurement Process;
  - 7.1.3. not to consider Bids other than those specified;
  - 7.1.4. to issue amendments or modifications to the ITT;
  - 7.1.5. to alter the timetable to contract award;
  - 7.1.6. to cancel or withdraw from the Procurement Process at any stage; and
  - 7.1.7. not to award a contract.

- 7.2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.

## **8. Rejection of Bids**

- 8.1. The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
- 8.2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
- 8.2.1. a Bid is completed incorrectly, is materially incomplete (which shall include a failure to respond to or to complete all sections of the Bid or to sign any of the certificates, undertakings or declarations required), is unclear or contains ambiguities or otherwise fails to meet the Authority's submission requirements, which have been notified to the relevant Bidder;
  - 8.2.2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
  - 8.2.3. the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
  - 8.2.4. the Bidder contravenes any of the terms and conditions of this ITT;
  - 8.2.5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
  - 8.2.6. Bids or offers by Bidders are made subject to additional or alternative conditions or are limited by caveats.
- 8.3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
- 8.4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 8.5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
- 8.5.1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or]

- 8.5.2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.

- 8.6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

## 9. Sub-contracting arrangements

- 9.1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 9.2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

## 10. Acceptance of Bids

- 10.1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 10.2. The Contract shall be in the form set out in **Appendix 2** and subject to the Authority's Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail.
- 10.3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for 120 days and no increase will be accepted prior to the Contract being entered into.
- 10.4. The prices quoted in the Supplier's Bid shall remain fixed throughout the term of the Contract (including during the option periods, if exercised) except as may be varied in accordance with the terms of the Contract.
- 10.5. Contract terms **will not** be subject to negotiation.

## **11. Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 11.1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
- 11.2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
- 11.3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
- 11.4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

## **12. Intellectual Property**

- 12.1. This RFQ (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 12.2. All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

## **13. National Living Wage/National Minimum Wage and Modern Slavery Act 2015 Compliance**

- 13.1 Bidders will be required to ensure that all staff employed or workers otherwise contracted or sub-contracted in relation to this Contract, who are based in or posted to the United Kingdom, shall be paid at rates no less favourable than those laid down by the National Minimum Wage Act 1998 as amended by The National Minimum Wage (Amendment) Regulations 2016 (as these may be updated by United Kingdom law).
- 13.2 Bidders will be required to comply and ensure that their sub-contractors comply with the Modern Slavery Act 2015

**14. Data Protection Legislation & General Data Protection Regulation**

- 14.1. The contract will be subject to Data Protection Legislation (as defined in the Contract terms). All Bidders must therefore ensure that they are familiar with the new legislation and of their obligations. General information regarding data protection can be found on the Information Commissioner's website.
- 14.2. Bidder's attention is drawn to the Contract terms (available on the Procurement Portal) including, but not limited to, clause 22 and Schedule 1B of those terms, and the provisions regarding data protection.

**Appendix 1: Specification**

**Please refer to Appendix 1 which is located at the Request Details Tab within the Procurement Portal.**

**Appendix 2: Contract**

**Please refer to Appendix 2 which is located at the Request Details Tab within the Procurement Portal.**

**Appendix 3: Certificates and Declarations**

**Attached to the Procurement Portal (SourceDogg) Certificates and Declarations  
(Appendix 3). Download complete, sign, submit/ upload to SourceDogg**



**Appendix 4: Contractual Undertaking**

**Attached to the Procurement Portal (SourceDogg) Contractual Undertaking (Appendix 4). Download complete, sign, submit/ upload to SourceDogg**

## Appendix 5: SQ Explanatory Document

### PART 1: INTRODUCTION AND OVERVIEW

#### Introduction

- 1.1 This SQ Explanatory Document (**Error! Reference source not found.**), is intended to accompany the Selection Questionnaire ("SQ") (Appendix 7: Award Criteria)

#### Table 1: Evaluation Criteria and Weightings

Quality will firstly be evaluated, then Price. Only Bids obtaining a Quality score of no less than 70% will have their Price evaluated and ranked.

#### Quality:

The maximum possible percentage for Quality is 100% as follows:

#### Table 1: Quality Criteria and Weightings for Lot 1 - Cambridgeshire local authority area

Criteria		Weighting
<b>Quality</b>	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 - Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 - Presentation / Interview	20%
<b>Total</b>		<b>100%</b>

#### Table 1: Quality Criteria and Weightings for Lot 2 - Peterborough local authority area

Criteria		Weighting
<b>Quality</b>	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 – Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 – Presentation / Interview	20%
<b>Total</b>		<b>100%</b>

#### Price:

Bids which have scored no less than 70% in their Quality evaluation will then have their price evaluated.

The Bidder's price will be ranked on the basis of the lowest priced Bid to the highest price Bid (lowest price receiving the best rank) for all Bids which have scored the quality threshold of

70% or higher. Bids which do not achieve the minimum quality threshold will not have their prices ranked.

The winning Bid will be the lowest priced Bid which meets the minimum quality threshold.

### **Appendix 8: Quality Questions**

**Also reproduced in SourceDogg  
Please submit your answers via SourceDogg**

#### **QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the questions in this Appendix and the presentation along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Error! Reference source not found. and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a page count limit for certain questions; please see paragraph 3.19 for information on how page count limits are treated.**

#### **Lot 1 - Cambridgeshire local authority area**

<b><u>Question 1 - Structure</u></b>
<b>Maximum Score 10 Weighting 45%</b>
<ul style="list-style-type: none"> <li>• Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.</li> <li>• Please describe how will you deliver, capture and track the outcomes in the specification?</li> <li>• Please include a risk register for this service. This should also identify specific challenges and mitigating actions.</li> <li>• How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.</li> </ul> <p>Providers should include:</p> <ul style="list-style-type: none"> <li>• Relevant structure charts</li> <li>• If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.</li> <li>• Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.</li> <li>• Reference Think Communities if relevant</li> <li>• Diagram or Gantt chart or similar</li> </ul>

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**

### **Question 2 - Implementation**

#### **Maximum Score 10 Weighting 15%**

Please include an implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

### **Question 3 – Social Value**

#### **Maximum Score 10 Weighting 10%**

In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations

Providers should ensure that social value, added value and value for money are clearly differentiated in your response.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

#### **Question 4 – Collaboration**

**Maximum Score 10 Weighting 10%**

How and who will you engage and work collaboratively with to ensure this service's success?

Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

#### **Question 5 – Presentation / Interview Question**

**Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually

### **Lot 2 – Peterborough local authority area**

#### **Question 1 - Structure**

**Maximum Score 10 Weighting 45%**

- Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.
- Please describe how will you deliver, capture and track the outcomes in the specification?

- Please include a risk register for this service. This should also identify specific challenges and mitigating actions.
- How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.

Providers should include:

- Relevant structure charts
- If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.
- Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.
- Reference Think Communities if relevant
- Diagram or Gantt chart or similar

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**

## **Question 2 - Implementation**

**Maximum Score 10 Weighting 15%**

Please include implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

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<b><u>Question 3 – Social Value</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations</p> <p>Providers should ensure that social value, added value and value for money are clearly differentiated in your response.</p> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.</b></p>

<b><u>Question 4 – Collaboration</u></b>
<b>Maximum Score 10 Weighting 10%</b>
<p>How and who will you engage and work collaboratively with to ensure this service's success?</p> <p>Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.</p> <p><b>Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.</b></p>

<b><u>Question 5 – Presentation / Interview Question</u></b>
<b>Maximum Score 10 Weighting 20%</b>
<p><b>How will you ensure the voice of the sector is fairly represented?</b></p> <p>You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually</p>

- 1.2 ). This SQ Explanatory Document provides information about the selection stage process and evaluation.
- 1.3 The SQ is a separate document which sets out the form of questionnaire that Bidders must complete and submit to the Authority as part of their Bids. Bidders are advised to read this SQ Explanatory Document before completing and submitting their SQ response.

### Overview of the document and procurement process

- 1.4 The SQ includes a questionnaire that asks for financial and technical information from you. The financial information which we are asking you to provide allows the Authority to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Authority to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet the Authority's needs.
- 1.5 The Authority intends to review the SQ responses provided by Bidders and evaluate those responses using the selection stage criteria and weightings and following the methodology explained below.

### Selection Evaluation Matrix

- 1.6 In completing their SQ submissions, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating SQ submissions, except as set out in paragraph **Error! Reference source not found.** below, the Authority will only consider information provided in response to the SQ (which may include customer references sought regarding the contracts included in Section 6 responses of the SQ).
- 1.7 Notwithstanding paragraph **Error! Reference source not found.** above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's SQ submission is false, misleading or inaccurate.
- 1.8 The Authority will consider the information in Parts 1 and 2 of the SQ submission. The Authority will exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 2 of the SQ and may exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 3 of the SQ. The decision to exclude Bidders in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by Bidders demonstrating the reliability of the Bidder despite the existence of a relevant exclusion ground and the Authority considering such evidence to be sufficient.
- 1.9 The Authority will then assess SQ submission responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria is set out in the Pass/Fail Criteria matrix below:

<b>Pass/Fail Criteria Matrix</b>
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<b>SQ Section</b>	<b>Question No.</b>	<b>Question Description</b>	<b>Available Scores</b>
Section 1	1.1(a) – 1.1(p)	Potential supplier information	For Information
Section 1	.2a (i) – 1.2 b (ii)	Bidding Model	For Information
Section 1	1.3	Contact Details	For Information
Section 2	2.1 (a) – 2.3 (b)	Grounds for Mandatory Exclusion	Pass/Fail
Section 3	3.1 – 3.2	Grounds for Discretionary Exclusion	Pass/Fail
Section 4	4.1 – 4.2	Economic and Financial Standing	For Information
Section 5	5.1- 5.3	Parent company accounts, if applicable	For Information
Section 6	6.1 – 6.3	Technical and Professional Ability	Pass/Fail
Section 7	7.1 – 7.2	Modern Slavery	Pass/Fail
Section 8	8.1 – 8.2	Additional Questions Insurance, GDPR	Pass/Fail

### Evaluation methodology

1.10 The evaluation methodology for each section of the SQ is set out below.

#### Economic and Financial Standing Evaluation Methodology (SQ Section 4)

1.11 The financial information requested and submitted in response to **Question 4.1** (Economic and Financial Standing) of the SQ is for information only, failure to complete question 4.1 may result in a bid being rejected. In the event that economic and financial standing cannot be demonstrated by the information a bidder has supplied in response to question 4.1, they may be required to provide further information that may demonstrate economic and financial standing and be considered sufficient for assessment purposes, for example, but not limited to, a parent company guarantee or performance bond.

#### Methodology for Section 5 of the SQ – Wider Group

1.12 Where a Bidder relies on the capacity of other entities with regard to criteria relating to the assessment of economic and financial standing, the Authority reserves the right to require the Bidder and those entities to be jointly liable for the execution of the contract.

1.13 The responses to Questions 5.1 to 5.3 of the SQ is for information only.

#### Methodology for SQ Section 6 - Technical and Professional Ability

1.14 The responses to **Questions 6.1 to 6.3** of the SQ will be evaluated and assessed by the Authority as Pass/Fail. The Authority will require at least one example of relevant experience and contract examples within section 6.1. Failure to demonstrate this will

require completion of section 6.3. A lack of relevant experience or adequate explanation will result in a fail.

#### **Methodology for SQ Section 7 - Modern Slavery Act 2015**

- 1.15 The responses to **Questions 7.1 and 7.2** of the SQ will be evaluated and assessed by the Authority as Pass/Fail, if relevant based on annual turnover of bidder/s

#### **Methodology for Additional Questions (SQ Section 8)**

- 1.16 The responses to **Questions 8.1** of the SQ will be evaluated and assessed by the Authority as Pass/Fail. Where bidders do not have already in place the minimum insurance values and are unable to commit to obtain the minimum insurance values, prior to the commencement of the contract, this will result in a Fail.

- 1.17 The response to Question 8.2 of the SQ will be evaluated and assessed by the Authority as Pass/Fail in the following way:

Pass - Self-certified Yes. - The successful bidder will be required to demonstrate they have in place, or that they will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Fail - Self-certified No. - If the successful bidder does not confirm or demonstrate that they have in place, or that they will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

- 1.18 The responses to **Question 8.2** of the SQ will be evaluated and assessed by the Authority as Pass/Fail. Where bidders do not have already in place or have no intention of having in place the systems and processes that are required to ensure compliance with GDPR Legislation, this will result in a Fail.

### **Appendix 6: Suitability Assessment Questionnaire**

## **Peterborough City Council**

**Find a Tender Reference XXX****Cambridgeshire and Peterborough Voluntary and Community Sector Support  
and Development - PCCA0608**

<b>Candidate to insert their company/organisation name</b>

**SECTION A: INSTRUCTIONS TO BIDDERS**

- 1.19 This Suitability Assessment Questionnaire is to assess the suitability of Bidders (including asking for financial and technical information from Bidders). The financial information which we are asking Bidders to provide allows the Authority to be satisfied

that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Authority to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet the Authority's needs. The SAQ is set out below in Section B of this Appendix, however, Bidders must complete and submit their response within the Procurement Portal.

## 1.20 Parts 1 and 2 (Bidder Information and Exclusion Grounds):

This Suitability Assessment Questionnaire is a self-declaration, made by you (the Bidder), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (the Authority call this self-cleaning – explained further in paragraph 1.8 below).

Bidders must ensure that they read the full list of exclusion grounds (found in the link at the bottom of this page) before submitting a response to the Suitability Assessment Questionnaire.

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, the Authority requires all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 (every organisation you are relying on to meet the selection must complete and submit a self-declaration for Parts 1 and 2). For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria.

This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

The Authority reserves the right to require a Bidder to replace any proposed sub-contractor in respect of which there are grounds for mandatory or discretionary exclusion (e.g. where the sub-contractor's answers to Part 1 or Part 2 of the SAQ would have resulted in a fail, had they been answering as the Bidder).

The Authority recognises that arrangements set out in section 1.2 of the Suitability Assessment, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

If the Bidder is bidding on behalf of a group, the consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the contract.

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<sup>1</sup> For the list of exclusion please see [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

## 1.21 Part 3:

This Part is to be completed by the Bidder. If you are bidding on behalf of a group (e.g. a consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

1.22 “You” / “Your” refers to the Bidder completing this Suitability Assessment Questionnaire i.e. the legal entity responsible for the information provided. The term “Bidder” in this context is intended to cover any economic operator and could be a registered company; the consortium lead/lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

1.23 The Authority intends to review the responses provided by Bidders and evaluate those responses using the criteria and weightings and following the methodology explained below.

1.24 If the relevant documentary evidence referred to in the Suitability Assessment Questionnaire is not provided upon request and without delay the Authority reserves the right to amend the contract award decision and award to the next compliant bidder.

1.25 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

#### Self-Cleaning

1.26 In order to “self clean”, Bidders are required to demonstrate that they have taken remedial action, to the satisfaction of the Authority in each case. In order for the evidence provided to be sufficient it must, as a minimum, prove the Bidder has “self-cleaned” as follows:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

1.27 The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by the Authority as described below.

1.28 The measures taken shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If such evidence is considered by the Authority (whose decision will be final) as sufficient, the Bidder shall be allowed to continue in the procurement process.

- 1.29 If the Bidder cannot provide evidence of 'self-cleaning' that is acceptable to the Authority, they will be excluded from further participation in the procurement.

#### Consequences of misrepresentation

- 1.30 If you seriously misrepresent any factual information in filling in the Suitability Assessment, and so induce the Authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

#### Selection Evaluation

- 1.31 In completing this Suitability Assessment Questionnaire ("SAQ"), Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating submissions, except as set out in paragraph 1.14 below, the Authority will only consider information provided in response to the SAQ.
- 1.32 Notwithstanding paragraph **Error! Reference source not found.** above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's submission is false, misleading or inaccurate.
- 1.33 **The Bidder must receive a Pass on all questions of the Suitability Assessment Questionnaire, in order to have the remainder of their Bid evaluated. If the Bidder receives a Fail for one or more questions of the Suitability Assessment Questionnaire, they will fail the Suitability Assessment Questionnaire, their Bid will be rejected and the remainder of their Bid will not be evaluated.**

#### Methodology

- 1.34 The information requested and submitted in response to the Questions in the Suitability Assessment Questionnaire will be evaluated and assessed by the Authority in the following way:

Section Number Or Question	Scoring	Criteria
<b>Part 1 Bidder Information</b>		
<b>1.1</b>	Pass/Fail	<b>Pass:</b> The Bidder has answered all questions and sub- questions in 1.1 to 1.3 or where appropriate stated not applicable.
<b>1.2</b>		
<b>1.3</b>		
		<b>Fail:</b> The Bidder has not answered all the questions and sub- questions in 1.1 to 1.3 (or where appropriate stated not applicable).
<b>Part 2 Exclusion Grounds</b>		

Section 2 Grounds for mandatory exclusion		
2.1(a)	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO to all questions; or has answered YES to one or more questions and has included evidence of “self-cleaning” in 2.2 which is acceptable to the Authority against the relevant grounds for exclusion.</p> <p><b>Fail:</b> The Bidder has failed to answer all questions; or has answered YES to one or more questions but has failed to provide evidence of “self-cleaning” in 2.2, which is acceptable to the Authority against the relevant grounds for exclusion.</p>
2.1(b)	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO to all questions in 2.1(a) and therefore this question is not applicable; or the Bidder has answered NO to some and YES to one or more questions in 2.1(a) and has provided further details and documentation which is acceptable to the Authority against the relevant grounds for exclusion.</p> <p><b>Fail:</b> The Bidder has answered YES to one or more questions in 2.1(a) and has failed to provide further details and documentation which is acceptable to the Authority against the relevant grounds for exclusion.</p>
2.2	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO to all questions in 2.1(a) and therefore this question is not applicable; or the Bidder has answered NO to some and YES to one or more questions in 2.1(a) and has answered YES to 2.2 and included evidence of “self-cleaning” which is acceptable to the Authority against the relevant grounds for exclusion.</p> <p><b>Fail:</b> The Bidder has answered YES to one or more questions in 2.1(a) and has either failed to answer 2.2 or has answered NO in 2.2 or has answered YES in 2.2 but has failed to provide evidence of “self-cleaning”, which is acceptable to the Authority against the relevant grounds for exclusion.</p>
2.3(a)	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO in response to this question; or has answered YES in response to this question and in response to 2.3(b) has provided further details and confirmed that it has paid or has entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. –</p> <p><b>Fail:</b> The Bidder has failed to answer this question; or has answered YES in response to this question and has not provided further details in 2.3(b) and/or has not confirmed in 2.3(b) that it has paid or has entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>
2.3(b)	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO in response to 2.3(a) and therefore this question is not applicable; or</p>

		<p>has answered YES in response to 2.3(a) and in response to 2.3(b) has provided further details and confirmed that it has paid or has entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p> <p><b>Fail:</b> The Bidder has answered YES in response to 2.3(a) and has not provided further details in 2.3(b) and/or has not confirmed in 2.3(b) that it has paid or has entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>
<b>Section 3 Grounds For discretionary exclusion</b>		
<b>3.1</b>	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO to all questions; or has answered YES to one or more questions and has included evidence of “self-cleaning” in 3.2 which is acceptable to the Authority.</p> <p><b>Fail:</b> The Bidder has failed to answer all questions; or has answered YES to one or more questions but has failed to provide evidence of “self-cleaning” in 3.2 which is acceptable to the Authority</p>
<b>3.2</b>	Pass/Fail	<p><b>Pass:</b> The Bidder has answered NO to all questions in 3.1 and therefore this question is not applicable; or the Bidder has answered NO to some and YES to one or more questions in 3.1 and has included evidence of “self-cleaning” which is acceptable to the Authority against the relevant grounds for exclusion.</p> <p><b>Fail:</b> The Bidder has answered YES to one or more questions in 3.1 and has failed to provide evidence of “self cleaning”, which is acceptable to the Authority against the relevant grounds for exclusion.</p>
<b>Part 3</b>		
<b>Section 4: Requirements under Modern Slavery Act 2015</b>		
<b>4.1</b>	Pass/Fail	<p><b>Pass:</b> The Bidder has answered this question.</p> <p><b>Fail:</b> The Bidder has failed to answer this question.</p>
<b>4.2</b>	Pass/Fail	<p><b>Pass:</b> The Bidder is not required to answer this question as it answered N/A to 4.1; or the Bidder has answered YES to this question and provided information to demonstrate it is compliant and up to date with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015</p> <p><b>Fail:</b> The Bidder has answered YES to 4.1 and has either answered NO to 4.2 or has answered YES to 4.2 but not provided information to demonstrate it is compliant and up to date with the annual reporting requirements contained within Section 53 of the Modern Slavery Act 2015</p>
<b>Section 5 Additional Questions</b>		
<b>Insurance &amp; Data Protection</b>		



<b>5.1</b>	Pass/Fail	<b>Pass:</b> The Bidder has answered YES to this question.  <b>Fail:</b> The Bidder has failed to answer this question; or has answered NO to this question.
<b>5.2</b>	Pass/Fail	<b>Pass:</b> The Bidder has answered YES to this question.  <b>Fail:</b> The Bidder has failed to answer this question; or has answered NO to this question.

## SECTION B: SUITABILITY ASSESSMENT QUESTIONS

### Part 1: Bidder Information

Please answer the following questions in full. Please Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1		Bidder information	
Question number	Question	Response	
1.1(a)	Full name of the Bidder submitting the information		
1.1(b) – (i)	Registered office address (if applicable)		
1.1(b) – (ii)	Registered website address (if applicable)		
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)		
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(g)	Head office DUNS number (if applicable)		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
		N/A	<input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).		
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.		
1.1(k)	Trading name(s) that will be used if successful in this procurement		
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE)		

	b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <sup>4</sup>  (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company:  - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company:  - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	

Please provide the following information about your approach to this Procurement:

<sup>2</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

<sup>4</sup> Central Government contracting authorities should use this information to have the PSC information for the successful Bidder checked before award.

Section 1		Bidding model					
Question number	Question	Response					
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.					
1.2(a) - (ii)	Name of group of economic operators (if applicable)						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>					
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.						
	Name						
	Registered address						
	Trading status						
	Company registration number						
	Head Office DUNS number (if applicable)						
	Registered VAT number						
	Type of organisation						
	SME (Yes/No)						
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						

	The approximate % of contractual obligations assigned to each sub-contractor					
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### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2		
Grounds for mandatory exclusion		
Question number	Question	Response
2.1(a)	<p>The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">Webpage</a></p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>

2.3(a)	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Section 3		
Grounds for discretionary exclusion		
Question number	Question	Response
3.1	<p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2



3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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### Part 3

Please answer the following questions in full.

Section 4	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
Question number	Question	Response
4.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
4.2	If you have answered yes to question 4.2 are you compliant and up to date with the annual	Yes <input type="checkbox"/>

	reporting requirements under Section 54 of the 2015 Act?	Please provide the relevant url to view the statement  No <input type="checkbox"/>  Please provide an explanation
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<b>Section 5</b>	<b>Additional Questions</b> (Bidders who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage)	
<b>Question number</b>	<b>Question</b>	<b>Response</b>
<b>5.1</b>	<b>Insurance</b> - Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer's (Compulsory) Liability Insurance = £5,000,000 (Five million)  Public Liability Insurance = £5,000,000 (Five million)  Professional Indemnity Insurance = £1,000,000 (one million)  Product Liability Insurance = N/a	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.2</b>	<b>Data Protection</b> Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes <input type="checkbox"/> No <input type="checkbox"/>

*Please note: A criminal record check for relevant convictions may be undertaken for the successful Bidder and the persons of significant in control of them.*

## **Appendix 7: Award Criteria**

### **Table 1: Evaluation Criteria and Weightings**

Quality will firstly be evaluated, then Price. Only Bids obtaining a Quality score of no less than 70% will have their Price evaluated and ranked.

#### **Quality:**

The maximum possible percentage for Quality is 100% as follows:

#### **Table 1: Quality Criteria and Weightings for Lot 1 - Cambridgeshire local authority area**

<b>Criteria</b>		<b>Weighting</b>
<b>Quality</b>	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 - Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 - Presentation / Interview	20%
<b>Total</b>		<b>100%</b>

#### **Table 1: Quality Criteria and Weightings for Lot 2 - Peterborough local authority area**

<b>Criteria</b>		<b>Weighting</b>
<b>Quality</b>	Question 1 – Specification	45%
	Question 2 - Implementation	15%
	Question 3 – Social Value	10%
	Question 4 - Collaboration	10%
	Question 5 – Presentation / Interview	20%
<b>Total</b>		<b>100%</b>

#### **Price:**

Bids which have scored no less than 70% in their Quality evaluation will then have their price evaluated.

The Bidder's price will be ranked on the basis of the lowest priced Bid to the highest price Bid (lowest price receiving the best rank) for all Bids which have scored the quality threshold of 70% or higher. Bids which do not achieve the minimum quality threshold will not have their prices ranked.

The winning Bid will be the lowest priced Bid which meets the minimum quality threshold.

### **Appendix 8: Quality Questions**

**Also reproduced in SourceDogg  
Please submit your answers via SourceDogg**

#### **QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the questions in this Appendix and the presentation along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Error! Reference source not found. and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a page count limit for certain questions; please see paragraph 3.19 for information on how page count limits are treated.**

#### **Lot 1 - Cambridgeshire local authority area**

<b><u>Question 1 - Structure</u></b>
<b>Maximum Score 10 Weighting 45%</b>
<ul style="list-style-type: none"> <li>• Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.</li> <li>• Please describe how will you deliver, capture and track the outcomes in the specification?</li> <li>• Please include a risk register for this service. This should also identify specific challenges and mitigating actions.</li> <li>• How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.</li> </ul> <p>Providers should include:</p> <ul style="list-style-type: none"> <li>• Relevant structure charts</li> <li>• If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.</li> <li>• Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.</li> <li>• Reference Think Communities if relevant</li> <li>• Diagram or Gantt chart or similar</li> </ul> <p><b>Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.</b></p>


### **Question 2 - Implementation**

#### **Maximum Score 10 Weighting 15%**

Please include an implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

### **Question 3 – Social Value**

#### **Maximum Score 10 Weighting 10%**

In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these? Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations

Providers should ensure that social value, added value and value for money are clearly differentiated in your response.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

**Question 4 – Collaboration****Maximum Score 10 Weighting 10%**

How and who will you engage and work collaboratively with to ensure this service's success?

Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

**Question 5 – Presentation / Interview Question****Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually

**Lot 2 – Peterborough local authority area****Question 1 - Structure****Maximum Score 10 Weighting 45%**

- Please describe the structure of your organisation/Partnership/Consortium and how it will deliver the VCS Support and Development service. Please include this service's staffing, management, governance structure arrangements, systems and processes that support the delivery of this service.
- Please describe how will you deliver, capture and track the outcomes in the specification?
- Please include a risk register for this service. This should also identify specific challenges and mitigating actions.
- How will your service prioritise fluctuating demand? Please include evidence and brief examples where relevant.

Providers should include:

- Relevant structure charts
- If you make reference to your organisation's expertise, local knowledge and experience, please include evidence and examples that support your statements.
- Include operational location(s) and demonstrate an awareness of the geographical make up of Cambridgeshire and/or Peterborough.
- Reference Think Communities if relevant
- Diagram or Gantt chart or similar

**Your responses to this question must be limited to no more than 6 double sides of A4, Size 11, Arial font + structure chart, and diagram or plan/Gantt Chart and risk register.**

### **Question 2 - Implementation**

#### **Maximum Score 10 Weighting 15%**

Please include implementation plan. This plan must cover the mobilisation period of contract award to contract start date and the first year of this service.

Providers should include:

- A timetable for the Mobilisation period from contract award to Contract start date. Please include the management of TUPE and an explanation/narrative of the timetable.
- An implementation of services activity timetable for the first year of service and/or a Gantt chart.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font + Gantt Chart.**

### **Question 3 – Social Value**

#### **Maximum Score 10 Weighting 10%**

In accordance with the Social Value Act 2012 please tell us what social improvements this service can contribute, in Cambridgeshire and/or Peterborough and how you will measure and monitor these?

Examples include jobs, apprenticeships, local purchasing arrangements, volunteering and charitable donations

Providers should ensure that social value, added value and value for money are clearly differentiated in your response.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

#### **Question 4 – Collaboration**

**Maximum Score 10 Weighting 10%**

How and who will you engage and work collaboratively with to ensure this service's success?

Please include the other lot provider in your response. Make sure to specify relevant Cambridgeshire and Peterborough's contexts.

**Your responses to this question must be limited to no more than 2 double sides of A4, Size 11, Arial font.**

#### **Question 5 – Presentation / Interview Question**

**Maximum Score 10 Weighting 20%**

**How will you ensure the voice of the sector is fairly represented?**

You will be required to present your response to the panel. You have 10 minutes to do so. This interview will be conducted virtually



**Appendix 9: Financial Submissions**

**Attached to the Procurement Portal (SourceDogg) Financial Submission (Appendix 9).  
Download, complete, submit/ upload to SourceDogg**

Bidders shall submit their price for delivering the service on fixed price basis within SourceDogg as detailed below.

The prices submitted by Bidders must be a **total annual contract price** inclusive of all costs and expenses incurred by the Bidder in providing the Services and complying with its obligations under the Contract. The prices submitted must be stated exclusive of any VAT

## Appendix 10: TUPE Undertaking and TUPE Questionnaire

Also reproduced within the Procurement Portal ([SourceDogg](#))

### TUPE Undertaking of Confidentiality

We..... *[insert name of bidding organisation]* acknowledge that we wish to receive TUPE Information in relation to our participation in Peterborough City Council's Voluntary and Community Sector Support and Development tender process.

1. We undertake to Peterborough City Council ("the Authority") that we shall:
  - a. keep all TUPE Information strictly confidential and, except as expressly permitted under this TUPE Undertaking of Confidentiality shall not disclose, use, copy in whole or in part or modify or adapt any TUPE Information in any way without the Authority's prior written consent which may be given or withheld at its absolute discretion;
  - b. not use any TUPE Information for any purpose other than participating in the tender process;
  - c. securely destroy or return all TUPE Information to the Authority on written demand or at the end of participation in the tender process; and;
  - d. not to disclose TUPE Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee, other than those employees who need to have access to it to prepare this tender and who have been instructed and bound by personal undertaking to the Authority in the same terms to keep the information strictly confidential.
  
2. The undertakings set out in clause 1 (the "**Undertakings**") shall not apply to information which:
  - a. is in the public domain otherwise than through a breach of any of the Undertakings or a breach of any other confidentiality obligation owed by any person to the Authority;
  - b. was lawfully within our possession before it was disclosed to us by the Authority, and neither us nor our alternative source of the information owed any confidentiality obligation to the Authority in respect of it;
  - c. is required to be disclosed by Law or any court of competent jurisdiction or any government agency lawfully requesting the same provided that we use our best endeavours to notify the Authority in advance of such disclosure; or
  - d. is approved for release by prior written authorisation of the Authority.

## 3. We acknowledge that:

- a. a breach of any of the Undertakings could cause the Authority harm that is irreparable and that cannot be compensated by damages, and that in the event of any actual or threatened breach of any Undertaking the Authority shall be entitled to apply for and obtain (regardless of any rights the Authority may have to claim damages) an injunction or other equitable relief against us; and
- b. we acknowledge the fundamental importance of maintaining confidentiality to the Authority's tender processes. We acknowledge that if we breach any of the Undertakings, the Authority shall be entitled to refuse to provide us with TUPE Information in the future, whether relating to this or any other matter.

Signature: .....

Job Title .....

On behalf of:

Company Name .....

Company Number: .....

Registered Office: .....

Date: .....

## **TUPE Questionnaire**

### **BID FOR Voluntary & Community Sector Infrastructure Support**

**To be completed by Bidders and returned as part of the tender submission to Peterborough City Council (the Authority). (Continue on a separate sheet if necessary to fully provide your answers).**

***This Questionnaire must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

#### **1. TUPE REGULATIONS**

(a) *QUESTION: Do you, after seeking appropriate legal advice, consider that your proposal is likely to amount to a transfer for the purpose of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE Regulations)? Yes or No?*

(a) *ANSWER:*

(b) *QUESTION: If yes, please set out the reasons why you consider the TUPE Regulations apply.*

(b) *ANSWER:*

(c) *QUESTION: If no, please set out the reasons why you consider the TUPE Regulations do not apply.*

(c) *ANSWER:*

#### **2. EMPLOYEES**

(a) *QUESTION: Is it your intention to employ all the current workforce that has been identified on the TUPE list? Yes or No?*

(a) *ANSWER:*

(b) *QUESTION: If no, then please identify precisely which employees you do not intend to employ and state your reasons why this is the case.*

(b) *ANSWER:*

### **3. PENSIONS**

(a) *QUESTION: Where there is a transfer of employees proposed from a private contractor to the winning bidder of this tender, please confirm that you would make available to them a suitable company pension scheme and provide details of it with this tender.*

(a) *ANSWER: I/we confirm that the following will be made available to this class of employees and we include copies of the pension scheme details I/we are proposing:*

### **4. OTHER INFORMATION:**

(a) *QUESTION: Is there any other information that you want to tell the Authority about regarding TUPE and pensions in considering your tender submitted to it?*

(a) *ANSWER:*

*Dated: .....*

*Signed by an authorised signatory:*

*.....*

*Name of signatory: .....*

*Post of signatory: .....*

*For and on behalf of:*

*Bidder's Name: .....*

*Bidder's Address: .....*