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**INVITATION TO TENDER**

**THE NEW COMMISSIONING ACADEMY**

**SERVICES CONCESSION CONTRACT**

**VERSION: 1.**0

**For issue on:**

**2 FEBRUARY 2016**

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# **GLOSSARY**

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| TERM | MEANING |
| “Authority”  | means The Cabinet Office  |
| “Conditions of Tender” | means the terms and conditions set out in this ITT relating to the submission of a Tender |
| “Contract” | means the draft new Commissioning Academy services concession contract set out in Schedule 3 (Contract Document) of this ITT |
| “Contract Notice” | means the contract notice published on Contracts Finder on 2 FEBRUARY 2016  |
| “Contractor” | means the entity that is successful as a result of this Procurement and enters into the Contract to provide the Services to the Authority, referred to in the Contract as the concessionaire |
| “Contracts Finder” | means a web-based portal provided by the Authority to publish information about this Contract |
| "EIR" | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations |
| “FoIA” | means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| “Information” | means the contents of the ITT and any related documents  |
| “Invitation to Tender” or “ITT” | means this invitation to tender documentation and all related documents published by the Authority and made available to Tenderers |
| “Participants” | means individuals or organisations from all parts of the public sector including central government, local authorities, clinical commissioning groups, police and crime commissioners or other local public sector organisations, including anyone who is involved in defining policy, shaping public service provision or deciding how to provide services to citizens to get the best outcome |
| “Parties” | means the parties to the Contract |
| “Procurement” | means this procurement process |
| “Services” | means the new services that relate to the Commissioning Academy as set out in Schedule 1 of the Contract |
| “Tender”, “Response”, “Tender Response”, “Tendered Response” or “ITT Response” | means a Tenderer’s formal offer in response to this Invitation to Tender consisting of the documentation set out in paragraph 9.1 of the ITT |
| “Tenderers” | means the organisations invited to respond to this Invitation to Tender  |
| “TUPE” | meanstheTransfer Of Undertakings (Protection Of Employment) Regulations 2006 |

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PART A – INSTRUCTIONS TO TENDERERS

## Background Information

**The current Commissioning Academy**

* 1. The Commissioning Academy, which was launched in 2012, is currently a development programme for senior commissioners consisting of central, local and themed programmes and is intended to help deliver more efficient and effective public services. It is not a technical training programme, but is designed to give participants a real boost of inspiration, contacts and knowledge.
	2. The original central programme has been augmented by a wider portfolio of local and themed programmes. Local academies have so far been established in Norfolk, Staffordshire, Lowestoft, the South West, Leicestershire and Cheshire Warrington and Chester; themed academies have run for children’s services (with the Department for Education) for local government elected members (with the Local Government Association) and an Office for Civil Society focussed pilot was run in summer 2015. Local academies are preparing to launch in Manchester, the North East and other areas.
	3. Set up initially as a 3 year programme with an aspiration to reach 1,500 senior commissioners, a total of 1,049 individuals have now benefited from the Commissioning Academy; 588 participants have passed through the central academy and the remainder through local and themed academies. Feedback from alumni, those in delivering the programme, informed private sector and third sector contacts indicates that the Commissioning Academy continues to be held in high esteem.
	4. The earliest pilots of the central academy were funded solely by government i.e. the Cabinet Office/Government Procurement Service (now Crown Commercial Service). Since 2013, participants on the central academy have each contributed £500 per head. The subsidy provided for the central programme has reduced, with the current run of the central programme, from December 2015 to March 2016, charging £2,500 per head. The costs of local and themed academies have always been shared with the host organisation and other relevant bodies (i.e. Local Authorities, the Local Government Association or Government departments).
	5. Central funding for the Commissioning Academy will continue only until the end of March 2016. From 1 April 2016 no central funding is intended to be available for the Services.
	6. The establishment of the Contract on a contractor self-funding basis offers an opportunity for commissioners to continue to benefit from the Commissioning Academy, under the Services, from 1 April 2016 for a period of two years with the option to extend the Contract for up to a maximum of 1 year, subject to rights of early termination, in accordance with the Contract. Extending the Contract beyond the “2+1” term for an additional period of up to 1 year is subject to Co-Design. All risk in the success of the Contract will lie with the Contractor. The Cabinet Office will offer the Concessionaire the following during the Term:
* official and Ministerial endorsement and assistance with high level marketing;
* Commissioning Academy content and resources; and
* contract management assistance (“Hand on the Tiller”).

**The Objectives**

* 1. The objectives of the Concession are;
	+ to improve public service commissioning by improving the skills of public sector leaders so their teams can design service provision, influence external parties and shape and manage markets.
	+ to equip a cadre of professionals to deal with the challenges facing public services, take up new opportunities and commission the right outcomes for their communities.
	+ to provide Academy participants with access to the latest thinking and the confidence and courage to deliver radical changes.
	+ to strengthen and grow the Commissioning Academy in its new form, building on its original success.

### The Requirements

* 1. The Tenderers are required to demonstrate innovation in their Tender Response and that they can deliver the requirements set out in Schedule 2 of this ITT. One of these requirements is to offer and market a portfolio of Commissioning Academy products including but not limited to the following:
	+ A central programme, based on the Academy core principles & content, to be offered on a national basis to participants from all sectors,
	+ Local programmes, based on the Academy core principles & content, and the format of the central programme adapted to local requirements, to be offered to local areas,
	+ Themed programmes, based on the Academy core principles & content adapted to meet specific needs, and
	+ An offer to Commissioning Academy Alumni community past, present and future
	1. The Commissioning Academy for Elected Members will continue to be delivered by the Local Government Association.
	2. The Commissioning Academy core principles and content are listed below for reference:

**Core principles**

***Behavioural change***

* Accept collective responsibility to deliver tangible change, building an active alumni for sustained momentum, confidence and knowledge-sharing
* Promote attitudinal change, using commercial approaches and innovation with an appropriate scale of ambition

***Style***

* + Build resilience: the model is designed to enable collaborative, trusting relationships
	+ Human, intimate scale; a safe space in which to promote frank discussions
	+ Practical – providing examples, tools and time to reflect on how the ideas will be implemented locally

***Intellectual rigour***

* + Not academic theory, but the sharing of leading ideas, peer  challenge, enquiry and debate; participants become consultants
	+ Cutting edge - input from leading experts, customers, partners and service provider

**Core Content**

***Demystifying commissioning:***

* + Definitions (differentiate from procurement) to achieve a ‘common language’
	+ Outcomes based commissioning
	+ User-centric design; co-design and co-production
	+ Whole systems thinking and leadership; defining and achieving outcomes
	+ Measuring benefits and use of evidence-based decision-making
	+ New approaches including Social Investment, social action, open policy making.

***Relevant policy and myth-busting legislation:***

* + Co-design and co-production
	+ Public Services (Social Value) Act
	+ Digital
	+ Public Procurement Regulations
	+ Effective contract & relationship management and resilience management
	+ Alternative funding and organizational models e.g. mutuals

***Market development/management***

* + Understanding how a market works and the supplier/provider  perspective
	+ Working with VCSEs, SMEs and consortia
	+ Assessing social value

**The Services**

* 1. The Services are set out in Schedule 1 of the Contract.

### The Procurement Process

* 1. Commissioning Academy services are currently being sourced under the Commissioning Academy Programme Services Framework RM3744 but from the end of March 2016 this framework will no longer be used by the Authority in respect of those services.
	2. Instead the Authority has decided to procure the Contract for the provision of the Services in accordance with the law applicable to services concession contracts, given its nature and size.
	3. Under the Contract, the Authority shall permit the Contractor to exploit the Services in accordance with the Contract. The contractor will be put in possession of the Commissioning Academy by the Authority for them to exploit by providing the Services to third parties (i.e. the users of the Services) and charging them directly for the same. As such, the Authority expects that the Services will, in practice, be fundamentally different from the existing Commissioning Academy services.
	4. The Contract Notice was published on 02 February 2016 in connection with this Procurement and on the same date the Authority published this ITT, including the Contract, so that anyone interested in the Contract could submit a Tender.
	5. All Tenders will be evaluated against the assessment criteria and the three highest scoring will be invited to present their Tender to the Authority in accordance with this ITT. The presentations will only be used by the Authority to verify the Tenders and the Authority’s original scores.
	6. The Tenderer with the highest score will be invited to Co-Design.
	7. The Contract will be agreed between the Parties following Co-Design.
	8. Tenderers should read these instructions carefully before completing the Tender. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Services and the terms of the Contract. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender. The Tenderer shall ensure that any sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

**The Authority**

* 1. The Authority supports the Prime Minister and ensures the effective running of government. The Authority is also the corporate headquarters for government, in partnership with HM Treasury, and takes the lead in certain critical policy areas, including promoting social action and National Citizen Service, and growing the social investment market.
	2. The Authority wishes to put in place the Contract for the provision of Services to Participants and its obligations under the same are set out therein.

**Funding**

* 1. The Contract is self-funding i.e. the Authority will not pay the Concessionaire. Instead the Concessionaire will provide the Services and charge for them directly to Participants.

**Co-Design**

* 1. The objective of Co-Design is for the Authority and the successful Tenderer to develop and agree an ambitious and viable proposition that should successfully provide the support that Participants require under the Contract, which includes those areas highlighted in the Contract and the following:
		+ 1. The extent of the Authority’s obligations under the Contract;
			2. The mobilisation period;
			3. The impact of the Services on Participants;
			4. Services’ innovation;
			5. The use of technology to support Participants;
			6. Changes in the Services;
			7. Offer to Commissioning Academy alumni
	2. Tenderers should highlight any additional areas that they consider should be included in the co-design phase.
	3. The services concession elements of the contract shall not be affected by Co-Design e.g. all risk in the success of the Contract will continue to lie with the Concessionaire.

**Contract Period and Estimated Value**

* 1. The Contract is for an initial period of 2 years from 1 April 2016 (target date), and extendable at the discretion of the Authority for a further period of up to one year (bringing the total maximum possible term of the Contract up to 3 years unless an additional period of extension of up to one year is agreed at Co-Design). It is acknowledged that the target date differs from the current framework expiry date.
	2. The projected annual value of the Contract is difficult to forecast accurately. The projected total value of the Contract is likely to be between £1.0m (excluding VAT) and £4.0m (excluding VAT) over the 3 years total maximum possible term.
	3. Tenderers should note that the details of the value set out in this introduction are estimates only.

**TUPE**

* 1. The Authority does not believe that TUPE will apply to this Procurement due to the nature of the Services proposed under the Contract. The application of TUPE will always be a matter of law based on the individual circumstances of the particular transfer. it is each Tenderer’s responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, the financial implications for its Tender.

**CONTRACTING ARRANGEMENTS - GROUPS OF TENDERERS**

* 1. The Authority is happy to receive and welcomes Tenders from entities collaborating as a group of Tenderers and the relevant information must be provided in Schedule 1 (Tenderer’s Information). Where a Tender is being submitted by entities collaborating as a group of Tenderers the Tender must be completed in the name of the lead Tenderer that, if awarded, will ultimately enter into the Contract with the Authority and assume liability for performing Services under it.

## Confidentiality

* 1. Subject to paragraph 2.2 below, the contents of this ITT are being made available by the Authority on condition that the Tenderer:
		1. treats the Information as confidential, save in so far as they are already in the public domain;
		2. does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance paragraph 3 (Freedom of Information) or paragraph 4 (Transparency);
		3. does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
		4. does not undertake any publicity activity within any section of the media.
	2. Tenderers may disclose, distribute or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another person provided that:
		1. the disclosure is for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
		2. the Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
		3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement or to any contract arising from it; or
		4. the Tenderer is legally required to make such a disclosure.
	3. In this paragraph 2, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.

## Freedom of Information

* 1. In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR, all information submitted to the Authority may be disclosed in response to a request made pursuant to the FoIA and EIR.
	2. The Tenderer should note that the information disclosed in response to a FoIA or EIR request may include, but is not limited to, the disclosure of its Tender (including any attachments or embedded documents) and/or any score or details of the evaluation of a Tender.
	3. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
		1. clearly identify such information as commercially sensitive;
		2. explain the potential implications of disclosure of such information; and
		3. provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
	4. Tenderers should note, however, that even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FoIA and EIR. Accordingly, the Authority cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.
	5. If the Tenderer receives a request for information under the FoIA or the EIR during the Procurement, it should be immediately referred to the Authority.

## Transparency

* 1. In accordance with the Government's policy on transparency, the Authority will make the procurement documentation publicly available subject to any redactions made at the discretion of the Authority by considering and applying relevant exemptions under the FoIA and EIR.
	2. Tenderers should note that the Contract permits the Authority to publish the contents of the Contract, which is concluded with the successful Tenderer, in accordance with its terms.
	3. The Tenderer acknowledges and agrees that information contained within its Tender may be incorporated by the Authority into any Contract awarded to it and as a result, it may be published in accordance with this paragraph 4.

## Contract award publication

## The Authority will publish the Contract awarded to the successful Tenderer, following Co-Design and contract signature, by way of a Contract Notice.

## Tender Validity

* 1. Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

## Timescales

* 1. Set out below is the indicative procurement timetable. This is intended as a guide and, whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| Date  | Activity |
| 02 February 2016 | Contract Notice and ITT (including Contract) published |
| 12:00 noon on 10 February 2016 | Deadline for the submission of clarifications relating to the ITT  |
| 12:00 noon on 15 February 2016 | Deadline for the submission of Tenders  |
| 16 February 2016 | Evaluation of Tenders  |
| 18 February 2016 | Notification of presentations |
| 22 February 2016 | Presentations to verify Tenders and original scores |
|  23 February 2016 | Notification of evaluation outcome |
| 24 February 2016 | Co-Design period starts |
| 11 March 2016 | Co-Design period ends |
| 18 March 2016 | Contract Award |
| 21 March 2016 to 31 March 2016 | Mobilisation period |
| 01 April 2016 | Commencement of Services |

## Preparation of Tender

* 1. You must submit a Tender answering all questions and providing all information for the Tenderer.
	2. Unless instructed otherwise when answering the questions, please give details which specifically relate to the Tenderer.
	3. Tenderers should follow the instructions outlined in this ITT when completing it.
	4. Tenderers should answer all questions as accurately and concisely as possible in the same order as the questions are presented and numbered as per the ITT. If you have any queries about answering any of the questions in this ITT, you must raise them in accordance with paragraph 14.
	5. Questions must be answered in English or a full English translation must be provided at no cost to the Authority.
	6. Tenderers must be explicit and comprehensive in their responses to this ITT as this will be the single source of information on which responses will be scored and ranked for this ITT stage save for any further information or advice sought by the Authority in accordance with paragraph 15.20. Tenderers are advised neither to make any assumptions about their past or current supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure.
	7. Please note that if any of the information supplied in a Tender changes in the ensuing evaluation period which will affect a Tender, the Tenderer is required to notify the Authority as a query in accordance with paragraph 14 below.
	8. The Authority relies on the Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the Procurement.
	9. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Services and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Tenderers should notify the Authority promptly in accordance with paragraph 14 below of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the Procurement.

## Submission of Tenders

* 1. The Tenderer must complete and submit as part of its Tender the following:
		1. Schedule 1 (Tenderer Information);
		2. Schedule 2 (Tender proposals); and

failure to do so may render the Tender non-compliant and it may be rejected.

* 1. Tenderers must submit a completed Tender in the following formats:
		1. **Open document format or Microsoft Word format.**.
	2. Tenders are to be returned to the Authority by email, for the attention of Andrew Bowen, to **commissioningacademy@crowncommercial.gov.uk** and must be received by 12:00 noon on 15 February 2016 with the email subject clearly referring to “Tender for the new Commissioning Academy Services Concession Contract Procurement: Final Tender Submission”.
	3. Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be retained, unopened until after the ITT submission date.
	4. The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
	5. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the Procurement in accordance with paragraph 14 below.

## Canvassing

* 1. The Tenderer must not directly or indirectly canvass any Minister, officer, public sector employee, member or agent regarding this Procurement or attempt to procure any information from the same regarding the Procurement (except where permitted by the ITT). Any attempt to do so may result in the Tenderer’s disqualification from this Procurement.

## Collusive Behaviour

* 1. A Tenderer must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):
		1. fix or adjust any element of the Tender by agreement or arrangement with any other person; or
		2. communicate with any person other than the Authority regarding the value in the Tender or information which would enable the precise or approximate value to be calculated by any other person; or
		3. enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender; or
		4. share, permit or disclose to another person, access to any information relating to the Tender (or another Tender to which it is party) with any other person; or
		5. enter into any agreement or arrangement with any other person as to the amount of any Tender submitted; or
		6. offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other Tender or proposed Tender, any act or omission

except where such prohibited acts are undertaken with persons who are also participants in the Tenderer’s Tender, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Response or obtain any necessary security.

* 1. If a Tenderer breaches paragraph 11.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the Procurement.
	2. The Authority may require the Tenderer to put in place any procedures or undertake any such action(s) that the Authority in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.
	3. In this paragraph 11 the word “person” includes any person, body or association, corporate or incorporate and the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

## No Inducement or Incentive

* 1. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the contract or any other contractual agreement.

## Acceptance and Contract Execution

* 1. The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 calendar days of being called upon to do so by the Authority execute the Contract in the form set out or in such amended form as may subsequently be agreed.

## Queries Relating to ITT

* 1. All requests for clarification about the requirements or the process of this procurement exercise shall be made to commissioningacademy@crowncommercial.gov.uk. Please ensure the following when submitting a query:
		1. the email is sent for the attention of Andrew Bowen;
		2. the name of the procurement (“the new Commissioning Academy Services Concession Contract Procurement”) is set out in the subject of the email.

Failure to do so may mean that the Authority is unable to respond to your clarification.

* 1. The Authority will endeavour to answer all clarifications as quickly as possible, but cannot guarantee a minimum response time.
	2. The Authority has specified a deadline for submitting a clarification- see paragraph 7. Requests for clarifications after this date may not be responded to.
	3. If the Authority considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Tenderers.
	4. If a Tenderer wishes to ask a question or seek clarification without the Authority revealing the question and the answer to other Tenderers, then the Tenderer must notify the Authority and provide its justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will invite the Tenderer to decide whether:
		1. the question/clarification and the response should in fact be published; or
		2. it wishes to withdraw the question/clarification.
	5. All responses received and any communication from Tenderers will be treated in confidence but will be subject to the above paragraphs 14.4 and 14.5.

## Disclaimers

* 1. All material issued in connection with this ITT shall remain the property of the Authority and shall be used only for the purpose of this Procurement.
	2. The Tenderer shall not make contact with any other employee, agent or consultant of the Authority or any other public body which is in any way connected with this Procurement during the period of this Procurement, unless instructed otherwise by the Authority.
	3. The Authority shall not be committed to any course of action as a result of:
		1. issuing any invitation to participate in this Procurement;
		2. an invitation to submit any Tender in respect of this Procurement;
		3. communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this Procurement; or
		4. any other communication between the Authority and any other party.
	4. Tenderers shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the Services for which Tenders are invited.
	5. The Authority reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the Procurement.
	6. No information contained in this ITT, or in any communication made between the Authority and any Tenderer in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this Procurement. The Authority reserves the right, subject to the appropriate procurement rules, to change without notice the basis of, or the procedures for, the Procurement or to terminate the Procurement at any time.
	7. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this Procurement.
	8. The Authority reserves the right to reject Tenders which are not submitted in accordance with the instructions given including but not limited to where a Tenderer:
		1. does not sign and/or return any one of the forms and statements set out in Schedule 1;
		2. submits its Tender after the deadline set out at paragraph 7;
		3. provides a Tender that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in Schedule 3 of this ITT) or not in the specified format;
		4. makes or assumes any amendments or qualifications to this ITT and/or any of its schedules; or
		5. fails to comply fully with the requirements of the award process set out in this ITT or is guilty of a serious misrepresentation in supplying any information required in this ITT.
	9. The Authority reserves the right to change without notice the procedure for awarding the Contract, to reject any or all Tenders, to stop the Procurement and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this Procurement is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. The Authority is not liable for any costs resulting from cancellation of this Procurement nor any costs incurred by Tenderers taking part in it.
	10. Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the Tenderer to inform the Authority detailing the conflict in writing as an attachment to the Tender. The Authority will be a final arbiter on cases of potential conflicts of interest. A failure to notify the Authority of any potential conflict of interest will invalidate any verbal or written agreement.
	11. Tenderers are deemed to understand fully the processes that the Authority is required to follow under relevant European and UK legislation.
	12. Tenderers are reminded that evidence of financial and economic standing may from time to time during the Procurement be required and Tenderers should therefore be prepared to promptly supply free of charge any and all relevant information which the Authority may request.
	13. The Authority reserves the right to disqualify any Tenderer whose circumstances change to the extent that the Tenderer makes material changes to any aspect of its response to any matter raised during the Procurement unless substantial justification can be provided to the absolute and sole satisfaction of the Authority. Where a Tenderer becomes aware during this process of a change in circumstances or information supplied, it should notify the Authority of this as soon as possible.
	14. This ITT is made available in good faith. Neither the Authority nor its advisers, directors, officers, members, partners, employees, other staff or agents:
		1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
		2. accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;

and are therefore expressly disclaimed by the Authority and its advisers, directors, officers, members, partners, employees, other staff or agents.

* 1. Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and its requirements for the Services and should seek their own professional financial and legal advice.
	2. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders.
	3. The Authority shall be under no obligation to accept any Tender.
	4. Any Contract concluded as a result of this ITT shall be governed by English law.
	5. At any time prior to the deadline for the receipt of Tenders, the Authority may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Authority to all Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its sole and absolute discretion, extend the deadline for receipt of Tenders.
	6. The Authority expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. The Authority may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

PART B – TENDER EVALUATION PROCESS

## Introduction to Tender Evaluation Process

* 1. The Tender process will be conducted to ensure that Tenders are evaluated fairly to select the Contractor.
	2. The Tenderer is deemed to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

## Award Criteria, Weighting and Scoring

* 1. Tenders will be evaluated based on the following criteria, weighting and scoring:

|  |  |  |
| --- | --- | --- |
|  | **Criteria** | **Points available and weighting** |
| A1  | Overview of Approach to delivering the Commissioning Academy under the Contract | 20 |
| A2 | Fit with Commissioning Academy principles and content | 30 |
| A3 | Delivery model | 20 |
| A4 | Financial model | 20 |
| A5 | Evidence of impact | 10 |
|  | TOTAL | 100 |

## Marking Scheme

* 1. The following marking scheme will be used to assess the responses.

|  |
| --- |
| **Marking Scheme** |
| provided to this question:  |
| 0 | Nil or inadequate response. Fails to demonstrate that the Tenderer can meet any aspects of the requirement.  |
| 25 | The response addresses some of the requirement but does not fully detail or explain how it will be met. |
| 50 | The response addresses the majority of the requirement but does not fully detail or explain how it will be met. |
| 75 | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirement will be met. |
| 100 | The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

The below example is a worked example and is provided for illustration purpose of how the technical score of the Tender Response will be calculated. The example does not infer the actual score to be awarded.

Potential Tenderer scores: In response to requirement:

50 (actual mark)/100(maximum mark) x 20 (maximum score available) = 10 (total score)

10 (total score)/20 (maximum score available) x 20 (weighting) = 10 % (weighting score %)

## Tender Evaluation Process

* 1. The evaluation process will feature the following phases:
		1. **Stage 1 – Compliance Check**

Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT. Any non-compliant Tenders may be rejected by the Authority without proceeding to the next stage of evaluation.

* + 1. **Stage 2 –** **Evaluation of Tender Response**

Responses to Schedule 2 (Tender Proposals) will be scored by the Authority in accordance with the scoring criteria set out above. The 3 highest scoring Tenderers will be invited to present to the Authority.

* + 1. **Stage 3 – Presentation to the Authority**

Tenderers selected to present to the Authority will present their Tender and the Authority will clarify any points arising and update the score. The highest scoring Tender will be invited to Co-Design.

Tenderers should note the timescales set out in paragraph 7 and ensure that they have appropriate personnel available on the relevant dates to deliver their presentations.

* + 1. **Stage 4 – Co-Design**

The Authority and Tenderer selected for Co-Design will meet weekly from 24 February until 11 March to finalise the Contract.

* + 1. **Stage 4 – Contract Award**

Subject to successful completion of the Co-Design stage the Authority will award the Contract to the Contractor and publish details of the same on Contracts Finder.

**SCHEDULE 1 –TENDERER INFORMATION**

## Form 1 – Form of Tender (including Tenderer details)

**Provision of:** Services

**From:**

|  |  |
| --- | --- |
| [Lead] Organisation name, address, legal status and charity/company number | [Lead] Contact name, address, email and phone number |
|    |   |
| If submitting jointly, other organisation name(s), address(es), legal status(es) and charity/company number(s) of the other organisation(s)  | If submitting jointly, other organisation contact name(s), address(es), email(s) and phone number(s) for other organisation(s)  |
|   |   |

The words and expressions set out in this form of tender have the meanings given to them in the ITT.

1. Having examined the ITT and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender), we hereby offer to provide the Services as specified in the ITT in accordance with the provisions of the Contract.
2. We accept the terms of the Contract and if our offer is accepted we will execute the Contract within 30 calendar days of being called upon to do so by the Authority.
3. We have read, accept and agree to abide by the Contract which takes precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by us in connection with the Contract.
4. We understand that the Authority does not bind itself to accept any Tender submitted in response to this enquiry and may accept the whole or part of any Tender.
5. We have made sufficient enquiries and have received sufficient information from the Authority to fully understand the requirements of this Procurement and agree to provide the Services in accordance with the terms and conditions of the Contract.
6. We warrant that all the information contained in our Tender (including any attachments) is accurate and true and we undertake to notify the Authority of any changes as soon as practicable.
7. We warrant that we have complied with all the requirements set out in the ITT.
8. We warrant that we have supplied a copy of the ITT to any subcontractors and/or consortium members named in the Tender.
9. We warrant that we have all the requisite corporate authority to sign this Tender and this form of tender.

|  |
| --- |
| Signed for and on behalf of the Tenderer**Note: This Form of Tender must be completed and signed by the authorised signatory of the Tenderer**  |
| Signature: |  |
| Printed Name: |  |
| Position: |  |
| Date: |  |

##

**SCHEDULE 2 – TENDER PROPOSALS**

|  |  |
| --- | --- |
| **A1** | Overview of Approach to delivering the Commissioning Academy under the Contract. |
| The Authority requires the Tenderers to explain, fully, how they would offer and market the following portfolio of Commissioning Academy products under the Contract:* A central academy, based on the Commissioning Academy core principles and content (below), to be offered on a national basis to participants from all sectors;
* Local academies, based on the Commissioning Academy core principles and content (below), to be offered to local areas;
* Themed academies, based on the Commissioning Academy core principles and content (below), to meet specific needs; and

An offer to Commissioning Academy alumni community past, present and future. |
| Please insert response below, expanding the text box as necessary.The response should not exceed 450 words. |

|  |  |
| --- | --- |
| **A2** | Fit with Commissioning Academy core principles and content  |
|  | Tenderers should provide an overview of the how they will meet Commissioning Academy core principles and will maintain alignment with government policy.Tenderers should highlight any areas for review in the co-design phase.Responses should cover, but not be restricted to the following points.**Core Principles*** Behavioural change
* Style
* Intellectual rigour

**Core Content*** Demystifying commissioning:
* Relevant policy and myth-busting legislation
* Market development/management
 |
| Please insert response below, expanding the text box as necessary.The response should not exceed 450 words. |

|  |  |
| --- | --- |
| **A3** | Delivery Model |
|  | The Authority requires the Tenderers to explain, fully, how the Services they are going to deliver will meet the objectives of the Commissioning Academy, which are to:* improve public service commissioning by improving the skills of public sector leaders so their teams can design service provision, influence external parties and shape and manage markets.
* equip a cadre of professionals to deal with the challenges facing public services, take up new opportunities and commission the right outcomes for their communities.
* provide Academy participants with access to the latest thinking and the confidence and courage to deliver radical changes.
* strengthen and grow the Commissioning Academy in its new form, building on its original success.
 |
| Please insert response below, expanding the text box as necessary.You response should not exceed 450 words. |

|  |  |
| --- | --- |
| **A4** | Financial Model |
|  | The Authority requires that the Tenderers should provide full details of their proposed funding model, including how they propose to self-fund Services for the term of the Contract, and demonstrate that this can be sustained at no cost to the Authority. |
| Please insert response below, expanding the text box as necessary.The response should not exceed 450 words. |

|  |  |
| --- | --- |
| **A5** | Evidence of impact**.** |
|  | Tenderers should provide an overview of how they will provide evidence of impact of the Commissioning Academy during the period of the Concession.  |
| Please insert response below, expanding the text box as necessary.The response should not exceed 450 words. |
|  |  |

|  |  |
| --- | --- |
| **B** | **Feedback on areas of Co-Design** |
|  | Tenderers should highlight any additional areas that they consider should be included in the co-design phase. |
| Please insert response below, expanding the text box as necessary.The response should not exceed 450 words. |
|  |

**SCHEDULE 3 – CONTRACT**

**[SEE SEPARATE PDF FILE]**