

Volume 1 The Invitation to Tender

MOPAC (VRU) Youth Practitioners' Leadership Programme

30th July 2021

Mayor's Office for Policing and Crime City Hall, The Queen's Walk, London SE1 2AA

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1 INTRODUCTION

1.1 Overview

- 1.1.1 This Invitation to Tender (ITT) is being issued to bidders.
- 1.1.2 VRU's contact details can be found in paragraph 3.6 and 3.9 of this document.
- 1.1.3 This ITT forms part of a competitive procurement for the award of a contract for the delivery of the Violence Reduction Unit's (VRU) Youth Practitioners' Leadership Programme (YPLP).
- 1.1.4 This procurement is being conducted in accordance with MOPAC's duty to deliver best value through its commissioned services. At the end of this procurement process, MOPAC (VRU) may choose to award a contract. Any contract which MOPAC (VRU) awards will be to the supplier, partnership or consortium, who submitted the most economically advantageous tender.
- 1.1.5 You are required to respond to all sections of this ITT.
- 1.2 **Document Structure**
- 1.2.1 This ITT contains three volumes incorporating the following:
 - 1. The Invitation to Tender
 - 2. The Specification
 - 3. Selection Questionnaire
 - 4. **Tender Evaluation Criteria**
 - 5. Pricing Budget Template
 - 6. Proposed Commercial Documents including the Form of Agreement
 - 7. Terms and Conditions
- 1.2.2 Volume 1 (The Invitation to Tender) includes sections as set out in the Table of Contents of this document.
- 1.2.3 Volume 2 (The Specification) sets out the VRU's requirements for the Service to be provided.
- 1.2.4 Volume 3 (The Draft Contract) will form the basis for the contract between MOPAC (VRU) and the successful bidder.
- 1.2.5 You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the successful bidder(s) will be required to carry out the Service in accordance with the terms of the contract.

2 BACKGROUND

2.1 Introduction

- 2.1.1 This section provides you with background information on the Youth Practitioners' Leadership Programme (YPLP) which is being led by the Mayor of London's Violence Reduction Unit (VRU).
- 2.1.2 The VRU requires a contract to be put in place by October 2021 and for the service to be mobilised by Nov 2021. The VRU is conducting a competitive tender for this service and will award a contract for a duration of 12 months with an option to extend for up to a further 12 months.

2.2 **VRU** Overview

- 2.2.1 The Mayor's Office for Policing and Crime (MOPAC) was established on 16th January 2012 under the Police Reform and Social Responsibility Act 2011. MOPAC holds the Metropolitan Police Service to account; making the police answerable to the communities they serve. MOPAC is the Police and Crime Commissioning body for London.
- 2.2.2 London's Violence Reduction Unit, which was established in 2018, is a separate unit within MOPAC that brings together specialists from health, police, local government, probation and community organisations to tackle violent crime and the underlying causes of violent crime.
- 2.2.3 The VRU was established to coordinate a fundamentally new public health approach to reducing violence and spreading opportunity in London. We know the best time to stop violence is before it starts. The Mayor's VRU is tackling violence through a programme of investment, partnership with public and voluntary sector organisations, developing research and data, and critically, putting London communities and young people at the heart of its preventative and public health approach.
- 2.2.4 The VRU strategy has a focus on supporting stronger families as part of that contextual approach to supporting young people, with a range of programmes in place which are aimed to reduce risks faced by young Londoners; support them in staying safe and providing opportunities for young people to fulfil their potential.
- 2.2.5 When we think about young people and the community in which they live, they are largely influenced and impacted by the key relationships in their life and the context in which they present themselves; now more than ever as a result of COVID-19. The VRU has therefore focused their priorities on those key relationships and built on the support they may bring as underpinned by a public health approach. Such relationships include: Parents/Carers, Teachers, Peers/Community, Youth Practitioners.

- 2.2.6 These relationships all link to the wider whole family approach and need for keeping young people in education and reducing exclusions, and better equipping and recognising youth practitioners for a consistent approach.
- 2.2.7 The VRU workplan therefore is divided into five key priority areas: Youth Work; Education, Schools and Settings; Early Intervention and Whole Family; Neighbourhoods & Local Violence Reduction Plans; and Young People – giving them their voice.
- 2.2.8 More details of the work of the VRU can be found at The Mayor of London's VRU and the VRU expects that you will review the publicly available material relating to various aspects of this procurement.
- 2.3 Scope and Requirements of the Service
- 2.3.1 The VRU recognises the life-changing work of youth sector practitioners in supporting young people who are at risk of violence in London.
- 2.3.2 The VRU is commissioning a contract to deliver a Youth Practitioners' Leadership Programme designed to provide high quality, specialist and bespoke training and support to help London's youth sector practitioners on their career journey to becoming leaders in the sector.
- 2.3.3 The Service will build on a pilot programme funded by the VRU in 2019. This programme, called Rise Up, supported youth workers from across London, who work with young people and within communities that have been affected by violence across London. The development of Rise Up was informed by discussions and feedback from consultation with community-led organisations, including youth sector practitioners, VCS organisations and young people. More details on Rise Up can be found online at - https://londonyouth.org/what-wedo/rise-up-youth-practitioners-leadership-programme/.
- 2.3.4 The Service is expected to be delivered by a consortium partnership (a minimum of three organisations) who are based in London and can demonstrate a track record of working with frontline youth sector practitioners.
- 2.3.5 The Service should be designed to provide for 100 programme participants over a 12-month delivery period. The service specification is outlined in Volume 2 -The Specification and provides a full description and need for the service.
- 2.3.6 Any bid must demonstrate how the Service Provider can offer the appropriate training and specialist youth sector knowledge for the delivery of a high-quality leadership programme.
- 2.3.7 There will be a mobilisation period from the date when the contract is signed in October 2021.
- 2.3.8 The service will be run for a 12 month period from Autumn 2021 to Autumn 2022 with an option to extend for an additional 12 months.

contract value including 12 months extension will be £1.1m.

2.4

Contract Value

MAYOR OF LONDON OFFICE FOR POLICING AND CRIME

2.4.1 The maximum budget for the contract is £550,000 for the first 12 months of the

contract with the option to extend for a further 12 months. The total maximum

THE PROCUREMENT PROCESS 3

3.1 Introduction

- 3.1.1 This section describes in broad terms the award process following the issue of this ITT.
- 3.2 The Procurement Process
- 3.2.1 The VRU is conducting this procurement through the Light Touch Regime (LTR) within the Public Contracts Regulations 2015, which will be undertaken via a non-mandatory Open procedure.
- 3.2.2 **PLEASE NOTE:** No information in this document is, or should be relied upon as, an undertaking or representation as to MOPAC's (VRU) ultimate decision in relation to the YPLP requirement. MOPAC (VRU) reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. This will be subject to the normal rules of public law, UK principles and procurement rules.
- 3.2.3 Moreover, MOPAC (VRU) reserves the right to provide further information or to supplement and / or to amend the procurement process for this ITT. You enter into this procurement process at your own risk. MOPAC (VRU) shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether or not MOPAC (VRU) has made changes to the procurement process.
- 3.2.4 MOPAC (VRU) also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, MOPAC (VRU) will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.
- 3.3 Format of Tenders
- 3.3.1 The format for your tender can be found in Section 4.
- 3.4 **Bidders'** Costs
- 3.4.1 You are reminded that you are solely responsible for the costs, which you incur, as a result of your participation in this procurement.

3.5 **Procurement Timeline**

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

Procurement activity	Timeframe guide
ITT Issued	30 th July 2021
ITT clarification deadline	27 th August 2021 by 12:00hrs
Tender Submission Deadline	10 th September 2021 by 15:00hrs
Evaluation of tenders	10 st to 16 th September 2021
Moderation Meeting	17th th and 18 th September 2021
Clarification/Interviews or Post	19 th September 2021
Clarification Questions (if required)	
Notify bidders	20th September 2021
Standstill Period	20 nd September to 30th September 2021
Preferred bidder confirmation of	1stOctober 2021
commitments, contract signing	
Contract Mobilisation	1 st October to 29 th October 2021
Service Commencement	November 2021

3.6 Clarifications

- 3.6.1 PLEASE NOTE: You must submit any questions relating to this ITT to VRUcommissioning@london.gov.uk no later than the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5. When sending your clarifications to the VRU commissioning inbox please use 'Youth Practitioners' Leadership Programme Clarification Question' in the subject heading.
- 3.6.2 You should be aware that:
 - if, in MOPAC's (VRU) view, questions are of a general nature, MOPAC • (VRU) will provide copies of questions in a suitably anonymous form, together with answers, to all bidders;
 - if bidders consider that a question is commercially sensitive they should • state this and, if MOPAC's (VRU) determines that the question is of a commercially sensitive nature, it will respond only to the bidder seeking clarification (for the avoidance of doubt, if MOPAC (VRU) deems that the question is not commercially sensitive it will give the bidder the option to

withdraw the question, or will provide a copy of the question and the response to all bidders); and

- the clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of bidders.
- 3.6.3 PLEASE NOTE: MOPAC (VRU) reserves the right not to answer ITT clarification questions, which it receives after the ITT clarification deadline set out in Table 1 (Procurement Timetable) in paragraph 3.5. VRU will aim to acknowledge clarification within 2 working days of receiving them.

3.7 Presentations / Clarifications

- 3.7.1 As detailed in Table 1 (Procurement Timetable) of paragraph 3.5 above, MOPAC (VRU) reserves the right to conduct Presentation / Clarification meetings as part of the evaluation process the time to be confirmed after the return of the tender. MOPAC (VRU) may clarify elements of your or other bidders' submissions and reserves the right to:
 - re-visit the evaluation scoring; and
 - ask further clarification questions.

Compliant Tenders 3.8

- 3.8.1 A compliant tender must:
 - comply with the submission arrangements and conditions set out in paragraph 3.9 (Submission Arrangements and Administrative Instructions) below: and
 - address all category modules as further described in Section 4 (Bidders' Tenders) of this Volume 1.
- 3.9 Submission Arrangements and Administrative Instructions
- 3.9.1 This paragraph describes submission arrangements for bidders' tenders.
- 3.9.2 You must email your completed tender documents to VRUcommissioning@london.gov.uk.
- 3.9.3 All documents, which comprise your tender, must be received by the VRU no later than 15:00 hours on 10th September 2021. You are advised to submit your tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the tender.
- 3.9.4 Contact the below point of contact for this procurement process:

Hatice Kaya-Henson – Contracts and Procurement Lead, VRU

Email: VRUcommissioning@london.gov.uk

PLEASE NOTE: The VRU reserves the right to reject any tender, if it has been received after the deadline set out in this paragraph 3.9.3.

- 3.9.5 You must provide clear contact details for any post-submission clarification questions that the VRU may have and ensure adequate staff cover during the evaluation period.
- 3.10 Rejection of Tenders
- 3.10.1 Tenders may be rejected if:
 - they are not submitted by the submission date and time; or
 - the complete information called for is not given at the time of responding; or
 - if they are in any other way deemed non-compliant by MOPAC (VRU).

4 BIDDERS' TENDERS

4.1 Introduction

- 4.1.1 The purpose of this section is to provide you with instructions on how to structure and present your tender to enable MOPAC (VRU) to carry out its evaluation of your tender.
- 4.1.2 Bidders need to ensure that tenders comply with the instructions set out below:
 - 4.1.2.1 all documents and materials, which comprise the tender, must be written in English;
 - 4.1.2.2 bidders should not submit any additional information along with their tender, unless it has been asked for, e.g. the Annexes requested as part of the Technical Submission (for the avoidance of doubt, any additional information provided by bidders that has not been requested by the VRU shall not be taken into account when it evaluates the tender); and
 - 4.1.2.3 all tenders become the property of MOPAC (VRU) upon submission and will be subject to the Freedom of Information Act 2000 (see Paragraph 6.2 for further details).
- 4.1.3 Your tender must comprise four (4) elements:
 - 4.1.3.1 Volume 1 Appendix A Standard Selection Questionnaire Submission
 - 4.1.3.2 Volume 1 Appendix B Technical Submission
 - 4.1.3.3 Volume 1 Appendix C Budget Template
 - 4.1.3.4 Volume 1 Appendix D 1-5 Commercial Submission, made up of:
 - D1 Form of Tender •
 - D2 Conflict of Interest Declaration •
 - D3 Non-Collusion Declaration •
 - D4 Contract Response Template Submission •
 - D5 Reserved Information •
- 4.1.4 The Selection Questionnaire will consist of your response to the Questionnaire Template set out in Appendix A Standard Selection Questionnaire Submission of this volume.
- 4.1.5 Bidders should respond to the Technical Submission on the form provided (Appendix B – Tender Response Form) and must ensure that responses meet the requirements set out below:

- 4.1.5.1 bidders must respond fully to each of the questions within the form, demonstrating their ability to meet the requirements listed in Volume 2 (The Specification) and their proposals for doing so;
- 4.1.5.2 all answers must be written in Arial, font size 12, within the 'normal' set margins of Microsoft Word and must be no longer than the page length specified in the relevant question. Any text or additional diagrams that exceed this limit (excluding the annexes requested) will be discounted by the evaluators;
- 4.1.5.3 each response of the ITT should begin on a new page, and the number of each question should appear at the start of your response, at the top of that page;
- 4.1.5.4 bidders are able to include tables or diagrams within their answers however, they must fit within the specified page limit for that question.
- 4.1.6 The Financial Submission will consist of your response to the Budget Template set out in Appendix C Budget (price) Submission. Your pricing must not exceed the budget set within 2.4.1 of this document or within Volume 2 the Specification.
- 4.1.7 Bidders should review and take into account the weighting criteria specified in Paragraph 5.6.6 of this Volume 1 when completing their responses.
- 4.1.8 The Commercial Submission will consist of your returned documents from Appendix D including your response to the draft contract Terms & Conditions (Volume 3) and return of Appendix D4 the Contract Response Template.
- 4.2 Preferred File Formats
- 4.2.1 Please ensure that the different parts of your tender submission are returned in one of the acceptable formats set out in the table below:

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

Appendix D4 Contract Response Template Submission	Microsoft Excel
Appendix D5 Reserved Information	Microsoft Excel

5 **RESPONSE EVALUATION**

5.1 Introduction

- 5.1.1 The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK procurement rules.
- 5.1.2 The award criteria have been developed to assist MOPAC (VRU) in deciding which bidder to award a contract to on the basis that their response represents the most economically advantageous tender. The award criteria are for use by those bidders, who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.
- 5.1.3 Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that MOPAC (VRU) has prior knowledge of any of your information.
- 5.1.4 We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the VRU contact named in Paragraph 3.9.4Error! Reference source not found. prior to submission of your completed tender.
- 5.1.5 Completed tenders will be evaluated by VRU staff in line with the below:
 - 5.1.5.1 each question will be scored as indicated;
 - 5.1.5.2 pass/fail criteria will apply as indicated, and failures will be allocated where threshold scores for failure are indicated;
 - 5.1.5.3 indicated weightings will be applied to scored responses, and those tenders with no fails will be ranked:
 - 5.1.5.4 award rules will be applied in regard to the minimum threshold within the technical questions;
 - 5.1.5.5 the contract will be awarded to one entity (organisation/partnership or consortium); and
 - 5.1.5.6 selection criteria will be revisited and any changes verified for continuing eligibility to tender.

5.2 Abnormally Low or High Tender

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

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

- 5.2.2 If the assessment shows that your tender may be abnormal, then MOPAC (VRU) will request from you a written explanation of your tender, or of those parts of your tender, which MOPAC (VRU) considers contribute to your tender being abnormal.
- 5.2.3 On receipt of your written explanation, MOPAC (VRU) will verify with you the tender or parts of the tender.
- 5.2.4 If MOPAC (VRU) is still of the opinion that you have submitted an abnormal offer, MOPAC (VRU) will confirm this to you and will advise either that:
 - 5.2.4.1 your tender has been rejected; or
 - 5.2.4.2 for tender evaluation purposes, MOPAC (VRU) will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tender.

5.3 <u>Weightings Guidance</u>

- 5.3.1 The service will be weighted as 80% Quality and 20% Price. 'Most Economically Advantageous Tender (MEAT)' will be determined by Price as well as Quality.
- 5.3.2 The table below sets out the evaluation criteria and weightings to be used:

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

Part 1 - The Standard Selection Questionnaire 5.4

- 5.4.1 The Selection Questionnaire contains a total of six sections. The Lead Partner is required to complete the Selection Questionnaire for the Partnership. You will not be required to complete individual Selection Questionnaire for each member of the Partnership/Consortium. All sections are mandatory and require responses as part of the Tender. The Selection Questionnaire must be submitted at the same time as the other tender documents. Detailed completion guidance is set out in the Selection Questionnaire in Appendix A of this document, and an overview of the completion requirements and approach is set out below.
- 5.4.2 Part 1 Selection Questionnaire questions are specifically related to experience of delivering similar services and will be pass/fail questions. How the questions are scored is explained on the Selection Questionnaire form.
- 5.4.3 Bidders must pass the Selection Questionnaire in order for their Tender to be evaluated.

Section 1	Contains questions on the Bidder's organisation.
Section 2	Contains questions that require confirmation of your standing, failure of which could mean grounds for mandatory exclusion.
Section 3	Contains questions that are focussed on your organisation's Economic and Financial standing.
Section 4	Contains questions that require further details of your organisation's current business.
Section 5	Contains questions that require further details of your organisation's Technical and Professional Ability, including confirmation of compliance with the Modern Slavery Act 2015.
Section 6	Quality statement in relation to your submission.

5.5 Part 2 - The Technical Section

- 5.5.1 This Part 2 Technical Section has a quality ratio of 80%. This is because in determining the 'Most Economically Advantageous Tender (MEAT)', we are interested in the quality and reach of the service as the key factors impacting on value for money.
- 5.5.2 An overview of the questions and the evaluation sub-criteria are set out in the table below.

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Technical Response Criteria Overview				
Criteria and Weighting	Sub-criteria	Sub-criteria Weighting	Word limit	Minimum Threshold Questions
1. Sector expertise and knowledge	Please demonstrate your understanding, track record and expertise of London's youth sector and the challenges facing youth sector practitioners. Please attach a vision outline as Annex 1 to your bid, describing how you will deliver against the outcomes for this service as set out within the Theory of Change (see Volume 2 – The Specification).	20%	1000 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.
2. Delivery capability and experience	Please demonstrate your experience in delivering high quality training and development programmes where you have used innovative approaches. Include the impact and outcomes achieved.	15%	750 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.
3. Approach and methodology	Please explain your proposed model for delivering the service detailed in the specification. Please include, as an appendix, a high level mobilisation and delivery plan and a draft curriculum outline for the programme. <i>Note: The curriculum should specify the training,</i> <i>coaching and mentoring offer which the participants</i> <i>will receive (in hours).</i>	15%	750 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.
4. Collaboration and partnership working	Please describe how you will establish multi-agency networks and joint partnership working to achieve the outcomes of the service. Please include two examples that demonstrate your experience of partnership working.	10%	500 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.

5. Risk Management	Please list the key risks anticipated and proposed contingency plans to mitigate any occurrence of the identified risks, to ensure that the requirement is met in a timely and credible way.	10%	500 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.
6. Staffing and resources	Please provide an overview of all staff who will work on the project. This should demonstrate their experience and suitability to undertake this work to time and quality.		500 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.
7. Impact and Evaluation	 Please describe how you will demonstrate and report on the outcomes of the programme and how these have been achieved. Please include: a brief description of the methods for evaluation and a basic evaluation plan. a summary of how data will be collected and analysed for monitoring and evaluation purposes. 		750 words	Bidders must score a minimum threshold of 2 to pass the technical evaluation.

5.5.3 The linear scoring system (5-point scale) set out in the table below will be applied to evaluate the Technical Submission. Each point of this scale will include a scoring rationale customised to each Technical Question.

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

- 5.5.4 A minimum threshold score of 1 ('Poor'Poor) must be scored for Questions 1-7 of the technical criteria to be awarded the contract, to pass the technical section of the tender and be ranked for recommendation for award of the contract.
- 5.5.5 The technical criteria is subject to qualitative evaluation, which will be undertaken by the evaluation team. The evaluation panel will individually evaluate all bids. The Panel will be made up of VRU Officers.
- 5.5.6 A moderation meeting will then take place to agree a consensus score. Attending the meeting will be evaluators and a moderator. Where there is a difference in individual evaluators' scores greater than 2 (higher or lower) then the evaluators will be asked to identify what the difference is, based on the specification and amend scores where/if agreed. Consensus scores will then be agreed based on the moderated scores.
- 5.5.7 Clarification/Interviews if required will be conducted as detailed within the table in paragraph 3.5.1 of this document. The same evaluation panel will be used. The format will be based on Bidder's Technical Criteria submission. The consensus scores may then be adjusted (scaled up or down if required).
- 5.5.8 It will at this point be possible to determine if Bidders have scored the minimum threshold and are therefore considered eligible to be recommended for award of the contract.
- The Financial Criteria 5.6
- 5.6.1 The Financial Criteria has a ratio of 20%. In determining the 'Most Economically Advantageous Tender (MEAT)', we are interested in the quality and reach of the service as the key factors impacting on value for money.
- 5.6.2 The 'Lowest Price Inverse Proportion' methodology will be used to identify the 'Most Economically Advantageous Tender (MEAT)'.
- 5.6.3 For the purposes of our pricing evaluation, where the formula is represented as:

$$Weighted \ Score = \left(\frac{Lowest \ Cost}{Tender \ Cost}\right) * Price \ Weighting$$

- Lowest Cost is defined as the lowest unit price •
- Tender Cost is defined as the relevant bidders' unit price •
- 5.6.4 The pricing budget template will have a clear instructions page setting out the remit of the pricing budget template and what should be included to ensure bids are like-for-like.
- 5.6.5 The table below provides an example of how the Lowest Price Inverse Proportion' methodology:

- 5.6.6 EXAMPLE: The evaluation will be conducted as shown in the example below. Please note that these prices are provided purely for illustrative purposes, and should not be considered an indication of the level of pricing that MOPAC is looking for. Where:
 - Tender A tender price = $\pounds105.60$ price •
 - Tender B tender price = $\pounds 109.56$ price •
 - Tender C tender price = \pounds 116.16 price
 - Tender D tender price = £121.44 price
 - Tender E tender price = \pounds 92.40 price •

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

Tender E	20 =	<u>£92.40</u> x 20 = 20%
		£92.40
Tender A	20 =	<u>£92.40</u> x 20 = 17.50%
		£105.60
Tender B	20 =	<u>£92.40</u> x 20 = 16.87%
		£109.56
Tender C	20 =	<u>£92.40</u> x 20 = 15.01%
		£116.16
Tender D	20 =	<u>£92.40</u> x 20 = 15.22%
		£121.44

The table below shows the outcome:

Tenders	Tender Price	% Weighting	Weighted Score
A	£105.60	20%	17.50
В	£109.56		16.87
С	£116.16		15.91
D	£121.44		15.22
E	£ 92.40		20

5.7 The Pricing Budget Template

- 5.7.1 Appendix C of this Volume (attached separately) consists of the following information sheets and should be completed in full.
 - 1-Staff costs
 - 2-Other costs
 - **3-Partners**
- 5.8 The Commercial Section
- 5.8.1 Commercial Compliance is made up of the documents listed below, it is compulsory for all Bidders to complete the documents in Appendix D of this ITT:
 - Form of Tender; •
 - Non-Collusion Declaration: •
 - Conflict of Interest Declaration: •
 - Contract Response Template Submission; and •
 - Reserved Information. •
- 5.8.2 Tenderers are able to raise any questions regarding Volume 3 Terms and Conditions through the clarification process and can highlight any clauses they have concerns with, and would like changed, in the Contract Response Template Submission. MOPAC (VRU) reserves the right to accept or reject any proposed changes to the Terms and Conditions. Acceptance of the Terms and Conditions are discretionary pass/fail and MOPAC (VRU) reserves' the right not to award the contract if bidders reject the terms.
- 5.9 Completing the Evaluation
- 5.9.1 The scores of all the Technical evaluation will be weighted and added together.
- 5.9.2 The scores from the Pricing evaluation will be added to the Technical evaluation score.
- 5.9.3 The bidder with the highest combined score and will be recommended to be awarded the contract.
- 5.9.4 In the event that more than one bidder has the same highest score, MOPAC (VRU) reserves the right to seek further clarification or clarification interviews to help to determine the final outcome which means you may be asked to respond to clarifications more than once.
- 5.9.5 MOPAC (VRU) reserves the right not to award the contract.

6 INFORMATION AND INSTRUCTIONS TO BIDDERS

6.1 Confidentiality

- 6.1.1 The contents of this ITT are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing your proposal, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential. Furthermore, you shall not disclose any details of its proposals to any other person.
- 6.1.2 You should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.

6.2 Freedom of Information

- 6.2.1 In relation to this ITT bidders shall provide all assistance reasonably requested by MOPAC (VRU) to ensure that MOPAC (VRU) complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.
- 6.2.2 MOPAC (VRU) and its subsidiaries are obliged by law under FOIA/EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.
- 6.2.3 MOPAC (VRU) shall be responsible for determining whether information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation.
- 6.2.4 An individual may request:
 - 6.2.4.1 to be informed whether MOPAC (VRU) holds information of the description requested; and
 - 6.2.4.2 if so, to have that information communicated to him or her.
- 6.2.5 Without prejudice to MOPAC's (VRU) rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of MOPAC (VRU) originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:
 - 6.2.5.1 information in any tender submitted to MOPAC (VRU);
 - 6.2.5.2 information in any contract to which MOPAC is a party (including information generated under a contract or in the course of its performance);
 - 6.2.5.3 information about costs, including invoices submitted to MOPAC (VRU); and

- 6.2.5.4 correspondence and other papers generated in any dealing with the provider whether before or after Agreement award.
- 6.2.6 You should note that this ITT once published by MOPAC (VRU) may be made available to the public on request and:
 - 6.2.6.1 you must, in your response to this ITT and in any subsequent discussions, notify MOPAC (VRU) of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as "Reserved Information" and identified in your response in the form of the table set out in Appendix 5: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by MOPAC (VRU) on request. Even information identified as Reserved Information may have to be disclosed, if required by law;
 - 6.2.6.2 all decisions relating to the exemption and disclosure of information will be made at the sole discretion of MOPAC (VRU). It should be noted that MOPAC may disclose your justifications for exemption and any additional information relating to that which is classified as Reserved Information;
 - 6.2.6.3 although MOPAC (VRU) is not under any obligation to consult you in relation to requests for information made under FOIA/EIR, MOPAC (VRU) will endeavour to inform you of requests wherever it is reasonably practicable to do so;
 - 6.2.6.4 any Agreement with MOPAC (VRU) will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by MOPAC (VRU); and
 - 6.2.6.5 MOPAC's (VRU) decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.
- 6.2.7 Additional information and guidance:
 - 6.2.7.1 the exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA/EIR. This means that MOPAC (VRU) is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;

- 6.2.7.2 information which is exempt under the rules governing commercial matters will not normally be withheld for more than eight years after completion of the Agreement;
- 6.2.7.3 information relating to the overall value, performance or completion of a contract will not be accepted as Reserved Information, although MOPAC (VRU) may choose to withhold such information in appropriate cases, at its sole discretion;
- 6.2.7.4 information relating to unit prices or more detailed pricing information may be specified by you as Reserved Information; and
- 6.2.7.5 for further information and guidance, please see the Secretary of State for Constitutional Affairs' code of practice issued under section 45 of the FOIA (see https://www.gov.uk/government/publications/code-ofpractice-on-the-discharge-of-public-authorities-functions-under-part-1of-the-freedom-of-information-act-2000).
- 6.2.8 For further information on exemption requests please also see Appendix D5: Reserved Information to this Volume 1.
- 6.3 Equality and Diversity
- 6.3.1 MOPAC (VRU) is committed to promoting equality and diversity and all commissioned services must meet the Equality Duty legal obligations for public bodies set out in the Section 149 of the Equality Act 2010.
- 6.3.2 Bidders should refer to section Volume 2, The Specification, for further information regarding MOPAC's expectations in this area.
- 6.4 **Responsible Procurement**
- 6.4.1 MOPAC (VRU) will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Further details on the GLA's policies Responsible Procurement found on can be on https://www.london.gov.uk.
- 6.4.2 MOPAC (VRU) expects its suppliers to have in place and implement policies to promote these principles.
- 6.4.3 MOPAC (VRU) is committed to proactively encouraging diverse suppliers to participate in its procurement processes for services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with UK legislation, MOPAC's (VRU) procurement process will be transparent, objective and non-discriminatory in the selection of its suppliers. MOPAC (VRU) will actively promote diverse suppliers across the providers of its commissioned services.

6.5 Disclaimer

- 6.5.1 Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by MOPAC (VRU) or any of its advisers to any bidder.
- 6.5.2 Information provided does not purport to be comprehensive or verified by MOPAC (VRU) or its advisers. Neither MOPAC (VRU) nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.
- 6.5.3 No representation or warranty, express or implied, is or will be given by MOPAC (VRU) or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.
- 6.5.4 No information in this document is, or should be relied upon as, an undertaking or representation as to MOPAC's (VRU) ultimate decision in relation to the agreement. MOPAC (VRU) reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, MOPAC (VRU) reserves the right to issue circulars to bidders providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall MOPAC (VRU) incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK procurement rules and general principles.
- 6.5.5 Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of MOPAC (VRU) by any person concerning the Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.
- 6.5.6 MOPAC (VRU) reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.
- 6.5.7 MOPAC (VRU) reserves the right to award the Agreement in whole or in part or not at all as a result of this tendering competition.
- 6.6 Good Faith
- In submitting a response to this ITT, you undertake to provide its submission in 6.6.1 good faith and that you will not at any time communicate to any person (other

than MOPAC (VRU), its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered into in relation to your response.

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

6.7 Accuracy of Information

- 6.7.1 In submitting a response to this ITT, you undertake that:
 - 6.7.1.1 all information contained in any response at any time provided to MOPAC (VRU) in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions; and
 - 6.7.1.2 any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of MOPAC (VRU) immediately.
- 6.8 Intellectual Property Rights
- 6.8.1 All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of MOPAC (VRU) and/or third parties, and you shall not obtain any right, title or interest therein.
- 6.9 Changes in Circumstances
- 6.9.1 You (including, for this purpose, each participant in any joint venture, or consortium arrangement) is required to inform MOPAC (VRU) promptly and in any case no later than fourteen (14) days, after the occurrence of any change of circumstance.
- 6.9.2 Where, following notification to MOPAC (VRU) by you, at any stage, of a material change in any of the information provided in your response to the SQ (or failure to give such notification), MOPAC (VRU) is of the opinion that you do not have or are unlikely by the date of commencement of the contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are otherwise an unsuitable person, to be a supplier, MOPAC (VRU) reserves the right to disqualify you from the procurement process.
- 6.10 Conflict of Interest

- 6.10.1 If any conflict of interest or potential conflict of interest between you, your advisers, MOPAC's (VRU) advisers or any combination thereof becomes apparent to you, you shall inform MOPAC (VRU) immediately.
- 6.10.2 In such circumstances, MOPAC (VRU) shall, at its absolute discretion, decide on the appropriate course of action.
- 6.10.3 If MOPAC (VRU) becomes aware of any conflict of interest that you have not declared to MOPAC (VRU), you may be disqualified from the procurement process.
- 6.11 Bid Costs
- 6.11.1 MOPAC (VRU) will not be liable to any person for any costs whatsoever incurred in the preparation of bids or in otherwise responding to this ITT.
- 6.12 Selection of Suppliers
- 6.12.1 Before selecting you as a supplier, MOPAC (VRU) reserves the right to check and confirm:
 - 6.12.1.1 your financial standing (including each member of any consortium and of any key delivery partner); and/or
 - 6.12.1.2 your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since returning your tender.
- 6.13 Data Transparency
- 6.13.1 The UK government has announced its commitment to greater data transparency. Accordingly, MOPAC (VRU) reserves the right to publish its tender documents, contracts and data from invoices received. In so doing MOPAC may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.

7 APPENDIX D1 FORM OF TENDER

I confirm and accept that:

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

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

The total firm price of:

£ _____ in words

As detailed in the Pricing Budget Template

Note, by completing box 1 you agree to our terms and conditions of contract. If you do not wish to accept these conditions you should complete box 2. You

should submit your bid clearly detailing your reasons for non-acceptance. If

we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept the Conditions of Contract attached to this ITT.	
Nam	ame Date	
Signe	ed	

Or

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

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

Please complete the following:

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

8 APPENDIX D2 CONFLICT OF INTEREST DECLARATION

For the Provision of the VRU Youth Practitioners' Leadership Programme

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

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

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

Questions	Yes / No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to MOPAC (VRU) or is currently tendering to do so?	
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to MOPAC (VRU)?	
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to MOPAC (VRU)?	
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of MOPAC (VRU)?	
Is there any occasion where you or members of your organisation or supply chain may use MOPAC (VRU) resources (equipment, space,	

supplies or paid individuals) in performing paid or unpaid activities for organisations other than MOPAC (VRU)?

Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with MOPAC (VRU) or third party suppliers or in connection with the VRU Youth Practitioners' Leadership Programme.

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

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

Signature:	
Name:	
Designation:	
Company:	
Date:	

APPENDIX D3 NON-COLLUSION DECLARATION 9

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

Declaration

Expression of interest for: VRU Youth Practitioners' Leadership Programme (YPLP)

I / We declare that:

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

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

- Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
- Enter into any agreement or arrangement with any other person that he ٠ shall refrain from tendering or as to the amount of any tender to be submitted; or
- Offer or pay or give or agree to pay any sum of money or valuable • consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the VRU Youth Practitioners' Leadership Programme, any act or thing of the sort described above.

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

Signed	Date	
Company		
Position		
For and on behalf of:		

10 APPENDIX D4 CONTRACT RESPONSE TEMPLATE SUBMISSION

Document uploaded separately

11 APPENDIX D5: RESERVED INFORMATION

Document uploaded separately