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INVITATION TO TENDER (ITT)

for

ADVOCACY SERVICES

COMPLETED BY

ORGANISATION	[Tenderer to complete]
NAME	[Tenderer to complete]
DATE	[Tenderer to complete]

TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **RESTRICTED INFORMATION** once completed by the Tenderer.

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1 Introduction

1.1 Background

- 1.1.1 Bracknell Forest Borough Council (the Council) is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directorates, Corporate Services, Adult Social Care, Health & Housing, Environment, Culture & Communities and Children, Young People & Learning.
- 1.1.2 Bracknell Forest lies 28 miles west of London, at the heart of the Thames Valley. Our economy is of above average size and productivity compared to the county and nationally. Good access links, a well-educated labour force and the quality of the environment are key attractors to the companies that have and continue to locate here, including a number of multi-national organisations. The Borough has experienced pressures on housing, infrastructure services and environmental assets including sites designated as being important for nature conservation at an international, national and local level.
- 1.1.3 The borough's population is 118,025 (Mid-2014 Estimates, based on Census 2011). The demand for an increased number of households still causes pressure for more housing. The population is relatively young (median age 38.4 years). 13.6% of the population is aged 65 or over, compared to 17.7% nationally, although this is expected to grow.
- 1.1.4 The health of people in Bracknell Forest is generally better than the England average. Life expectancy is increasing and is currently 81.3 years for men and 84.2 years for women, which is higher than the England average which is 79.3 years and 83.0 years respectively. Smoking related deaths (261 per 100,000 population) and early deaths from heart disease (36.8 per 100,000) and strokes (66.4 per 100,000) are below national levels.
- 1.1.5 In the document "[Speaking Up, Speaking Out, Taking Action](#) – A strategy for commissioning advocacy in Bracknell Forest 2012-2015", Bracknell Forest Council defines advocacy as speaking up for, or acting on behalf of person or supporting a person or their representative to take action to help them say what they want, secure their rights and represent their interests. The Service shall be delivered in accordance with the principles set out in that document.
- 1.1.6 Often family members/friends are able to act as Advocates for the individual, however, there are circumstances where this may not be appropriate e.g. where it is deemed there is a difference of opinion between what the individual is asking for and what the family/carer is saying the person needs, or where there is a conflict of interests.
- 1.1.7 Under the Care Act local authorities must involve people in decisions made about them and their care and support. No matter how complex a person's needs, local authorities are required to help people express their wishes and feelings, support them in weighing up their options, and assist them in making their own decisions.

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1.1.8 Advocacy support needs be offered to a person (and/or carer) who would experience substantial difficulty in one or more of the following if they did not have the support of an independent advocate:

- understanding and
- retaining the information being given,
- using or weighing up the information as part of the process of being involved,
- communicating their views, wishes or feelings (whether by talking, using sign language or any other means).

1.1.9 Advocacy should be offered to carers and people requesting support, for the following situations;

- Carrying out needs assessment
- Carrying out a carer's assessment
- Preparing care and support plans
- Preparing support plans
- Revising care and support plans
- Revising support plans
- Carrying out young carer's assessment
- Where a safeguarding alert has been raised

1.1.10 The Advocacy Services that are being commissioned (either collectively, separate or by way of a mixture) are;

- *Independent Mental Capacity Advocacy*
- *Independent Mental Health Advocacy:*
- *Independent Health Complaints Advocacy*
- *General Social Care Advocacy*

1.1.11 The Council is seeking to Commission with either;

- One Contractor, to deliver all services
- Four Contractors, providing four separate services, or
- A mix of Contractors, delivering a mix of services

1.1.12 In delivering the various Lots of the Advocacy Service, organisations shall be guided by the [Advocacy Charter](#) and other relevant practice guidance which establishes the key principles of advocacy services that shall:

- Be established in a way that clearly sets out its purpose and is communicated clearly and proactively with all sections of the community in which it operates and to secure the views of stakeholders for the ongoing continuous development of the service
- Be independent from health and social care Contractors in the private, public, voluntary, community and charitable sector and have clear policies and practices to avoid, declare and address any conflicts of interest
- Be provided by persons who are independent of any person who is professionally concerned with persons eligible for the Services
- Ensure that Individuals shall have their voices, wishes and feelings heard and their best-interests acted upon, through non-judgemental support,

interpretation and representation. Furthermore that the views of others, for example, professionals, family members, friends, carers or any other identified persons in the individual's support network are taken up. The decisions which are made based on the expressed needs, wants and outcomes of the individual

- Enable people to self-advocate where this is their choice and to be as fully involved as possible in the processes and decisions taken which affect them at all times
- Offer equality of opportunity and be pro-active in tackling all forms of inequality, discrimination and social exclusion
- Be free of charge, fully accessible and offer a timely service
- Put in place appropriate mechanisms to monitor the effectiveness, efficiency and quality of the Service and; collect and report clear robust and transparent data. As well as information and intelligence to the Commissioner that can demonstrate Best Value in the use of public funds and resources and outcomes for local people as existing or potential users of the Services
- Ensure paid advocates and volunteers are prepared, trained and supported in their role to any applicable standards
- Safeguard confidentiality and personal information obtained from or about any person accessing the Service except where that Person may be at risk of significant harm or in order to comply with a statutory duty
- Have in place a complaints policy and procedure

1.2 Outline Requirement

1.2.1 Bracknell Forest Council's Adult Social Care Health and Housing department is seeking to commission locally-focussed, holistic solution for Bracknell Forest residents. This will represent a move away from the various and more complex Berkshire, cluster and council area arrangements which have existed in the past.

1.2.2 The four services that are being commissioned (either collectively, separately or by way of a mixture) are;

Lot 1 Independent Mental Capacity Advocacy (IMCA): Independent mental capacity advocates are available to represent people who lack capacity to make decisions about serious medical treatment, the provision of or change of accommodation, where there are no relatives or friends to act on their behalf.

Lot 2 Independent Mental Health Advocacy (IMHA): Independent mental health advocates (IMHAs) aim to enable residents to participate in decisions about their care and treatment.

Lot 3 Independent Health Complaints Advocacy: Providing support to people wishing to make a complaint about services from the NHS.

Lot 4 General Social Care Advocacy: Provide Independent advocacy to eligible residents (rather than just people referred by the Local Authority) from the point of first contact with the local authority through to any subsequent stage of the assessment, planning, care review, safeguarding enquiry or safeguarding adult review.

1.2.3 The contract duration for each Lot, will be for a maximum of five years, covering an initial period of 2 years plus 3 optional extensions, each of one year in duration (i.e.

2+1+1+1=5). The reason for the one year extensions is due to uncertainty over funding from central government. If there is a reduction in this funding then the contract will be renegotiated with the Contractor(s). The Lots are not a fixed price contract.

1.2.4 The Council is seeking to Commission with either;

- One Contractor, to deliver all services
- Four Contractors, providing four separate services, or
- A mix of Contractors, delivering a mix of services

1.2.5 Where the tender submission is by way of a lead Contractor, the organisation, if successful, will be wholly responsible for:

- Procuring in line with the services specification
- Managing all aspects of sub-contracts
- Monitoring the delivery of sub-contracted services
- Full accountability to the council and the general public / tax payers in Bracknell Forest

1.2.6 If a Consortia submits a tender then the ITT requires the following;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

1.2.7 **Lot 1: Independent Mental Capacity Advocacy**

- i. IMCAs have the following statutory powers; to meet the person in private, to examine and take copies of relevant records, and seek a second medical opinion where appropriate.
- ii During the financial year 2014/2015 there were 25 active referrals. The level of referrals has been extrapolated from Berkshire wide data. It is projected that the service may annually work with between 25-40 active referrals. It is estimated that this may equate to between 250-400 advocacy hours per year of the Contract. These figures are for guidance purposes only and do not guarantee any volume of work. For the purposes of evaluating the tender submissions the Council will use the higher number of hours. This figure is based upon local evidence of the service. The level of activity per year will be led by the demand for the service and capped by the Council's budget for the Service. If the level of activity is such that it exceeds the upper expectations of delivery based on hours then the Council will either spot purchase additional services (with the Contractor or another organisation or both) or enter into a contract variation with the Contractor. In the event that the Council's maximum budget is met the Council reserves the right to cease purchasing the Service for the remainder of the year. Activity and cost will be monitored regularly through contract monitoring. The tender is requesting a unit price per hour (inclusive of all costs e.g. mileage, travel time).

-
- iii The IMCA Service shall provide independent advocates to support eligible people and who have no appropriate person with whom to consult. The role of the advocate shall be to:
- support and represent the person who lacks capacity to participate in the decision making process
 - ensure information is collected and properly considered
 - ascertain the person's wishes, feelings, beliefs and values and promote their preferences and raise issues on their behalf
 - find out what options are available to best meet the persons wishes and needs
- iv The IMCA Service shall have the right to challenge any aspect of the decision making process. Where the process is challenged, the IMCA Service needs to raise concerns with the decision maker before making use of complaints mechanisms or referring the matter to the Court of Protection.
- v. Where a person is, or may become, Deprived of their Liberty in a hospital or care home and they have appropriate person to consult, the service will ensure a DOLS IMCA will be provided. The various DOLS IMCA roles which the service will deliver include;
- a DOLS IMCA will be instructed under Section 39A DoLS IMCA – when there is an assessment in response to a request for a standard authorisation, or a concern about a potentially unauthorised deprivation of liberty, where the relevant person has no family that can be consulted.
 - Section 39C DoLS IMCA –to cover the role of the representative when there is a gap between appointments e.g. if the representative is not able to carry out these duties, and whilst a replacement is being found.
 - Section 39D DoLS IMCA – support the person, or their relevant person's representative, when a standard authorisation is in place
- vi A DoLS IMCA may occasionally be required to operate outside the local authority area and arrangements for this will be agreed on a case by case basis with the Supervising Body. In all instances, DoLS IMCA take precedence over the Contractors' other IMCA service responsibilities.
- vii. The service will ensure where a person is, or may become, Deprived of their Liberty in a hospital or care home that relevant person may choose to receive support once the authorisation is in place from:
- a Representative who is a friend or family member
 - a professional person from the Contractor service known as a "Paid Representative" if there is no family member appropriate to take on this role or if the relevant person does not feel they are suitable.
- viii. The role of these representatives is to maintain contact with the relevant person, and to represent and support them in all matters relating to the deprivation of liberty safeguards including:
- help the person understand the purpose of the authorisation,
 - what it means,
 - why it has been given,
 - why the person meets the criteria for authorisation,

- how long it will last,
 - any conditions to which the authorisation is subject and
 - how to trigger a review or challenge in the Court of Protection
- ix. The Representative will also be expected to be able to use an organisation's complaints procedures on the person's behalf.
- x. The IMCA Service may provide support to the Representative if requested by the Representative or if recommended by the Supervisory Body. This would involve a 39D IMCA being appointed to support and represent the relevant person, the relevant person's representative, during the authorisation period. This support would not be provided to a Paid Representative as the expectation is that they will already have the necessary skills, knowledge and support to carry out this role.
- xi. Where a person is eligible for both an IMCA and an IMCA DOLS, the service shall seek to ensure that both roles can be provided by the same person unless having two different advocates would be more beneficial to the relevant person.
- xii. Under Deprivation of Liberty Safeguards (DoLS), a Representative or Paid Representative Service shall be provided for individuals to advise them of their rights, and support them to request a review or an appeal to the Court of Protection
- xiii. Under the Court Protection Rules 2007, where there is no other appropriate person to act on their behalf, an IMCA/IMCA DOLS may be appointed by a court to act as a LITIGATION FRIEND. They will act on behalf of an individual to give instructions to lawyers, complete necessary paperwork and understand decisions made by a court.

1.2.8 **Lot 2: Independent Mental Health Advocacy (IMHA)**

- i. Access to an IMHA is a statutory right for people detained under the Mental Health Act. The Service shall help qualifying people to understand:
- The nature of the service and how it relates to the individual
 - the particular parts of the 1983 Act which apply to them and the legal basis under which they are detained, if applicable
 - their eligibility for support, and explore the options available to them, and to support them to engage with the decision making about their care and treatment under the 1983 Act
 - any conditions or restrictions to which they are subject for example, as a condition of leave of absence from hospital, as a condition of a community treatment order, or as a condition of conditional discharge
 - any medical treatment that is; being discussed for them, proposed or they are receiving and consider the reason and legal authority for the treatment.
 - the reasons for proposed, planned or existing treatment
 - the legal authority under which the treatment is provided
 - the safeguards and other requirements of the 1983 Act which would apply to that treatment

- ii. During the financial year 2014/2015 there were 16 active referrals. The level of referrals has been extrapolated from Berkshire wide data. It is projected that the service may annually work with between 14-24 active referrals. It is estimated that this may equate to between 140-250 advocacy hours per year of the Contract. These figures are for guidance purposes only and do not guarantee any volume of work. For the purposes of evaluating the tender submissions the Council will use the higher number of hours. This figure is based upon local evidence of the service. The level of activity per year will be led by the demand for the service and capped by the Council's budget for the Service. If the level of activity is such that it exceeds the upper expectations of delivery based on hours then the Council will either spot purchase additional services (with the Contractor or another organisation or both) or enter into a contract variation with the Contractor. In the event that the Council's maximum budget is met the Council reserves the right to cease purchasing the Service for the remainder of the year. Activity and cost will be monitored regularly through contract monitoring. The tender is requesting a unit price per hour (inclusive of all costs e.g. mileage, travel time).
- iii. Independent Mental Health Advocates shall support eligible people to exercise their rights, which may include:
- Supporting people in accessing verbal or written information to better understanding what is happening to them
 - Accessing any clinical or other records relating to a person's detention or treatment in hospital, or any after-care services held by adult social care service :
 - With the person's consent where the person has capacity
 - Where the person does not have capacity to exercise the legal responsibilities and
 - support people in exploring options so that they may make and engage with decisions that are being made
 - Supporting eligible people in articulating their own views
 - Speaking on the person's behalf and representing them as an advocate
 - Supporting people in other ways to ensure they can participate in the decisions that are made

1.2.9 **Lot 3: Independent Health Complaints Advocacy**

- i. Independent Health Complaints Advocacy is an independent advocacy services that can help people make a complaint about any aspect of their NHS care or treatment. This includes treatment in a private hospital or care home that is funded by the NHS.
- ii. The level of referrals has been extrapolated from Berkshire wide data. It is projected that the service may annually work with between 28-44 active referrals. It is estimated that this may equate to between 140-250 advocacy hours per year of the Contract. These figures are for guidance purposes only and do not guarantee any volume of work. For the purposes of evaluating the tender submissions the Council will use the higher number of hours. This figure is based upon local evidence of the service. The level of activity per year will be led

by the demand for the service and capped by the Council's budget for the Service. If the level of activity is such that it exceeds the upper expectations of delivery based on hours then the Council will either spot purchase additional services (with the Contractor or another organisation or both) or enter into a contract variation with the Contractor. In the event that the Council's maximum budget is met the Council reserves the right to cease purchasing the Service for the remainder of the year. Activity and cost will be monitored regularly through contract monitoring. The tender is requesting a unit price per hour (inclusive of all costs e.g. mileage, travel time).

- iii The Service shall provide support to persons making or intending to make:
- a complaint under a complaints procedure operated by a health service body or independent agency.
 - a complaint relating to health or health-related services operated by the Local Authority
 - a complaint relating to health services which are delivered under agreement between the NHS and the local authority
 - a complaint to a Commissioner of the above services
 - a complaint to the Health Service Commissioner for England
 - a complaint to the Public Services Ombudsman for Wales
 - a complaint of such description as the Secretary of State may prescribe
- iv. Persons eligible to make a complaint ("Supported Individuals") are summarised here as:
- a person who receives or has received services from a NHS body or body which receives funding from the NHS for health or health related services
 - a person who is affected, or likely to be affected, by the action, omission or decision of the responsible body which is the subject of the complaint
 - a representative acting on behalf of a person; who has died, is a child, is unable to make the complaint themselves because of physical incapacity or lack of capacity within the meaning of the Mental Capacity Act 2005, or who has requested the representative to act on their behalf
 - Access to the IHCA Service by non-EU citizens is at the discretion of local authorities
- v. Supported individuals are defined in the Health and Social Care Act 2012 as people;
- who live in the local authority's area
 - to whom care services are being or may be provided in that area
 - from that area to whom care services are being provided in any place
- vi. The Service shall employ Independent Advocates who have training and experience to include:
- Non-instructed advocacy, using person-centred approaches, supported decision-making, safeguarding and challenging decisions
 - Qualified to City and Guilds Level 2 Award in Independent Advocacy

1.2.10 Lot 4: General Advocacy

- i. The Service is made up of two parts:
 - Part A – General Advocacy
 - Part B – Advocacy Support Groups (“ASG”)

- ii. During the financial year 2015/2016 there were approximately 250 active referrals. The level of referrals has been extrapolated from Berkshire wide data. It is projected that the service may annually work with between 250-290 active referrals. It is estimated that this may equate to between 3500-4000 advocacy hours per year of the Contract. These figures are for guidance purposes only and do not guarantee any volume of work. For the purposes of evaluating the tender submissions the Council will use the higher number of hours. This figure is based upon local evidence of the service. The level of activity per year will be led by the demand for the service and capped by the Council’s budget for the Service. If the level of activity is such that it exceeds the upper expectations of delivery based on hours then the Council will either spot purchase additional services (with the Contractor or another organisation or both) or enter into a contract variation with the Contractor. In the event that the Council’s maximum budget is met the Council reserves the right to cease purchasing the Service for the remainder of the year. Activity and cost will be monitored regularly through contract monitoring. The tender is requesting a unit price per hour (inclusive of all costs e.g. mileage, travel time).

- iii. The General Advocacy Service will help eligible people to be active partners in the key care and support processes of assessment, care and support planning, review and safeguarding-related enquiries or reviews. The service will help people;
 - Understand the assessment, care and support planning and review and safeguarding processes
 - Communicate their views, wishes and feelings
 - Understand how their needs can be met by the local authority or otherwise
 - Make decisions about their care and support arrangements
 - Weigh up various care and support options and to choose the ones that best meet the person’s needs
 - Understand their rights under the Care Act
 - Challenge a decision or process made by the local authority; and where a person cannot challenge the decision even with assistance, then to challenge it on their behalf

- iv. The General Advocacy Service shall also deliver an information service for existing and potential users of the service and relevant professionals about the General Advocacy Service and groups, eligibility and instruction of the service.

- v. Eligible persons shall be persons who:
 - Are adults aged 18 years or older
 - Appear to need care and support, or
 - Are carers of adults who appear to need care and support, or

- Are young people who are approaching adulthood and transferring to adult care and support
- need to be involved in, but have substantial difficulty being involved in and engaging with, the council's care and support processes in one or more of the following areas:
 - Understanding relevant information
 - Retaining that information
 - Using or weighing that information as part of the process of being involved
 - Communicating their views, wishes or feelings
 - have no appropriate individual to support them to be involved in these processes
- vi. General Advocacy need not be provided to individuals or their carers where the local authority is satisfied that there is a person who:
 - would be an appropriate person to represent and support the individual
 - is not engaged in providing care or treatment for the individual in a professional capacity or for remuneration
- vii. The service will require that all advocates undertaking this role have appropriate training and experience to include:
 - experience in non-instructed advocacy, using person-centred approaches, supported decision-making, safeguarding and challenging decisions, Qualified to City and Guilds Level 3 Certificate in Independent Advocacy as a minimum, and Unit 313 – Providing Independent Advocacy Support under the Care Act 2014, an enhanced Disclosure and Barring Service (DBS) check or suitable criminal records certificate, and can;
 - act independently of any other person or party involved in the process/decision for which the individual is receiving advocacy support
- viii. The service will also support advocacy support groups. The existing Service currently supports two advocacy support groups for: people with learning disabilities, and people with single diagnosis autistic spectrum disorders. However, this list should not be considered conclusive and in addition to supporting the ongoing commitment to the existing advocacy support groups, the successful tenderer shall identify other vulnerable groups that may benefit from advocacy support groups.
- ix. The purpose of the groups is to:
 - enable people to raise issues of concern to a wide range of groups, agencies and forums and to attend local, regional and national meetings
 - help people understand more about empowerment and self determination
 - help people to understand the value of advocacy and the different types of advocacy
 - nurture confidence to engage with different types of advocacy and natural self advocacy skills
- x. Bracknell Forest Council is seeking to commission between 2-4 support groups per year of the contract, plus attendance at key partnership boards and sub-groups (e.g. Bracknell Forest Learning Disability Partnership Board, Autism Partnership Board). It is estimated that this may equate to between 400-500 advocacy hours per year of the Contract. If the level of activity exceeds the upper

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expectations of delivery then either spot purchase with either the Contractor another Contractor or both) or a contract variation will be negotiated with the successful tenderer. For the purposes of evaluating the tender submissions the Council will use the higher number of hours. This figure is based upon local evidence of the service. The level of activity per year will be led by the demand for the service and capped by the Council's budget for the Service.. In the event that the Council's maximum budget is met the Council reserves the right to cease purchasing the Service for the remainder of the year. Activity and cost will be monitored regularly through contract monitoring. The tender is requesting a unit price per hour (inclusive of all costs e.g. mileage, travel time).

1.2.11 This procurement process is being completed under the "Light Touch Regime", governing "Social and Other Specific Services" detailed in the Public Contracts Regulations 2015. The Council will evaluate the tenders in three stages:

- An initial desk review based on Schedules 1, 2 and 3 and financial standing. In addition, the Council may contact the referees. We expect Contractors to self-exclude if they cannot meet or exceed the capabilities required.
- Those tenderers who pass stage (1) will then be fully evaluated by the team based on the remainder of the documentation submitted.
- Up to four tenderers, (or more if required and quality standards are met, to achieve at least two tenderers for each Option) based on overall rank, will then be invited to provide a presentation. For the avoidance of doubt where there are multiple submissions the overall ranking will be based upon the individual Lot.

1.3 TUPE

1.3.1 The provisions of the Transfer of Undertakings (Protection of Employment) Regulations may apply on expiry of the current contractual arrangements. The current contractors are:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Information on potential transferees provided by these organisations, and is available to prospective tenderers on request by emailing [REDACTED]

The Council will not be held responsible for the accuracy of the information provided and tenderers should contact the above contractor direct for further information.

1.4 Project Schedule

1.4.1 The following is the proposed timetable for the procurement and implementation of Advocacy Service

Publish OJEU Contract Notice & adverts in South East Business Portal and Contracts Finder		Friday	██████████
Last Questions from Tenderers	Noon	Thursday	██████████
Issue Final Question & Answer Summary	Noon	Tuesday	██████████
Receive Response from Tenderers	Noon	Monday	██████████
Supplier Presentations		Wed	██████████
Contract Award			██████████
Contract Start Date		Thursday	██████████

2 Instructions to Tenderers

2.1 Entry Level Questions

- 2.1.1 Please read through the documents included in this pack, in particular the Specification.
- 2.1.2 **Please complete Schedule 1 - Entry Level Questions.**
- 2.1.3 Please ensure that you include sufficient justification for any exception. If you do not pass the Entry Level Questions, we will not be able to consider your full tender.

2.2 General Instructions

- 2.2.1 If, having completed the Entry Level Questions, you intend to quote for all or various Lots in respect of the **Advocacy Service** to the Council, please read through the following instructions carefully and prepare your tender accordingly.
- 2.2.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor for any costs or expenses incurred with the formation of a contract should you be successful.
- 2.2.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.

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- 2.2.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.2.5 Clarifications of the Invitation To Tender documents must be made in writing preferably by email, not later than Noon Thursday [REDACTED] to:
[REDACTED]
Please indicate "Advocacy Services" in the Subject Heading
- 2.2.6 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.2.7 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than Noon Thursday [REDACTED].
- 2.2.8 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.2.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

2.3 Tender Response

- 2.3.1 Please submit your tender by email to [REDACTED] Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommended that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept tenders on USB stick.
- 2.3.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **technical** section must include:

- Entry Level Questions (Schedule 1)
- Organisation Information (Schedule 2)
- Method Statement (Schedule 3)
 - Specification (Section 1)
 - Pricing (Section 2)
 - Terms and Insurance (Section 3)
- Relevant Experience and Contract Examples (Schedule 4)

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- Tender Checklist (Schedule 5) must be completed and comments added if required.

No pricing should be included in the technical section.

The **commercial** section must include:-

- Firm prices in sterling for the Advocacy Service and the specific LOTS must be entered on the Pricing Schedule (Schedule 6)
- The completed Schedule of Reserved Information - see guidance attached at Appendix D (Schedule 7)
- The Form of Tender statement (Schedule 9) completed, signed and dated.

2.3.3 Respond to all those LOTS and their Specifications for which you are submitting tenders

2.3.4 You should complete your responses in black into the Schedules and this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

All sections must be responded to even if simply “Understood” or “Agreed”.

2.3.5 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.3.6 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.3.7 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.3.8 All pricing should be stated exclusive of VAT.

2.3.9 Tenders shall remain open for an initial acceptance for a minimum of 120 calendar days, although the Council may ask you to extend of the period of validity.

2.4 Submission of Tenders

2.4.1 The original, signed, tender must be returned by no later than 12:00 (Noon) on Monday [REDACTED]

2.4.2 Please address to:

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By e-mail to [REDACTED]; ensure that you include "Advocacy Service" in the subject of the email.

2.4.3 Tenders received after the tender submission date/time may be rejected.

2.5 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.2.5 know in writing as soon as possible, giving a brief reason(s).

2.6 Evaluation of Tenders

2.6.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the LOT specifications, at any time.

2.6.2 Suppliers must pass the Entry Level Questions in Schedule 1.

2.6.3 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.

2.6.4 The contract(s) will be awarded on the basis of the most economically advantageous offer having regard to:

The **Total Cost** of the services incorporating price and estimated effort required by the Council. This will be 50% of the total score.

2.6.5 The **Quality** of the solution in terms of functionality and infrastructure. This will be 50% of the total score. This takes into account issues such as; quality, technical merit, functional characteristics, environmental characteristics, delivery method etc.

2.6.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 69 of the Public Contracts Regulations 2015) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.

2.6.7 The Council's evaluation will include supplier presentations, which will be used to review the initial scoring based on further understanding gained.

2.6.8 The headline **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Document(s) & Section(s)
Entry Level Questions	Pass/Fail	Schedule 1
Organisation Information	Pass/Fail	Schedule 2
Financial Standing	Pass/Fail	Schedule 2
Method Statement:		Schedule 3 See spreadsheet for breakdown
1. Specification	83	Schedule 3 Section 1

2. Pricing	8	Schedule 3 Section 2
3. Terms and Insurance	3	Schedule 3 Section 3
Relevant Experience	6	Schedule 4
Tender Checklist	Not scored	Schedule 5
FOI Schedule of Reserved Information	Not scored	Schedule 7
Quality Outcome Indicators	Not scored	Schedule 8
Form of Tender	Pass/Fail	Schedule 9
Total	100	

2.6.9 Evaluation of **pricing** will be by using the evaluation spreadsheet, attached as Appendix Ca of this invitation to tender. The evaluation spreadsheet details any **sub-criteria** and formulae used. Appendix C is a working example however, the figures used are not representative of service cost.

2.6.10 Appendix C provides details as to how tenders will be evaluated in light of the following options;

- Option 1: Four separate Contracts for Lots 1-4
- Option 2: Lots 1&4 represent one contract and Lots 2&3 another contract
- Option 3: Lots 1, 2 &4 represent one contract and Lot 3 the other contract.
- Option 4: One contract will deliver Lots 1-4.

2.6.11 Where multiple lots are tendered the Council reserves the right to award each lot individually an organisation.

2.6.12 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.

2.6.13 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.6.14 In the case of one supplier being successful for more than one Lot then the Council reserves the right to terminate each Lot separately. The Council will then negotiate with the Contractor a revised discount for the remaining Lots.

2.7 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

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2.8 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

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Appendix A – Terms and Conditions

Please refer to separate Word document. The Terms and Conditions is a generic contract which will be the template for each “Lot”. As a consequence there may be minor changes to the template according to the successful tenders.

Appendix B – Specification

Refer separate Word document.

Appendix C – Evaluation Spreadsheet

Refer to separate Excel documents, - a blank evaluation spreadsheet (Appendix Ca) and an example of a completed evaluation spreadsheet (Appendix C).

Appendix D – Freedom of Information Act 2000

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000: ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

1 Introduction

1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligation to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

2. General rules on disclosure

2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information and commercially sensitive information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive (see below).

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

3. Reserved Information

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))
- Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
- Disclosure would constitute an actionable breach of confidence (section 41(1))
- Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)

3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.

3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.

3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.

4. Handling requests for information and notice to those affected

4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.

5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract

5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Easthampstead House, Town Square, Bracknell, Berks, RG12 1AQ

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Appendix E

Information Sharing Guidance & Protocol– Advocacy Service

Data sharing agreements can take a variety of forms, depending on the scale and complexity of the data sharing in question. An agreement is a set of common rules binding on all the organisations involved in the data sharing.

Good practice and compliance with the Data Protection Act 1998 expects data sharing agreements to address the following as a minimum:

Purpose of the data sharing: The agreement should explain why data sharing is necessary and detail any specific aims or benefits of sharing the information. To ensure that all parties are clear as to the purpose for which data may be shared and used, this needs to be documented as fully as possible.

The organisations involved in the data sharing: All organisations involved in data sharing for the purpose need to be clearly identified and contact details of key members of staff documented. If additional organisations are to be involved in any part of data sharing, they also need including in the agreement. If appropriate, any organisations which need to be excluded from any sharing arrangements need to be detailed.

Data items to be shared: The types of data the Council intends sharing with the organisations stated above need to be explained and detailed. As much information needs to be documented as in some cases it will be appropriate to share certain details held in a file although more sensitive data would not be shared under any circumstances.

Basis for sharing: The basis for sharing the data needs to be clearly detailed. As a local authority, there are some legal duties to share certain types of personal data such as the Data Protection Act and some Children's legislation. Even if there isn't a legal requirement to share data, there will usually be a legal power allowing for the sharing of data. A principle of the Data Protection Act requires personal data to be 'fairly and lawfully processed' and should only be shared where a Schedule 2 condition is met and when information is sensitive, a Schedule 3 condition must be met. There is additional guidance specific to the Data Protection Act at Appendix A. Throughout the Council, there is a variety of legislation which is relevant and ranges from the Children's Act 2004 to the Crime and Disorder Act 1998. If you require any further information on any of these acts, please contact legal services.

Access and individuals' rights: The Data Protection Act provides the right for individuals to access and receive copies of the records held about them. The agreement should address how shared information would be accessed upon request and by whom with an overview of the sort of data normally released under the Data Protection Act or the Freedom of Information Act.

Information governance: There are a number of practical problems which can potentially arise when sharing personal information. By expanding on these key areas all parties to the agreement should have a better understanding of governance issues.

- Detail which 'datasets' may be shared to prevent irrelevant or excessive information being disclosed

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- Make sure the data being shared is accurate and is subject to regular review
- Where appropriate, all parties are using compatible datasets and are recording data in the same way.
- Have common rules for the retention and deletion of shared data and ensure data which is subject to different statutory or professional retention/deletion rules are identified.
- Have common technical and organisational security arrangements, including the transmission of data and procedures for dealing with any breach of the agreement.

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Data Sharing Protocol for Drug & Alcohol Recovery Services

This data sharing agreement is between Bracknell Forest Council and{ } with effect from [date to be inserted].

Purpose and basis for sharing:

The aim of this agreement is to facilitate the lawful exchange of personal data and sensitive personal data as defined within the Data Protection Act 1998 (the DPA), within and between the organisations listed in the agreement for notified and defined purposes. The Parties acknowledge that there is a need to share information with each other in order to ensure that services are delivered effectively. The purposes are:

- To enable the Organisation to provide the service commissioned by the Council
- To ensure that the Service is provided in accordance with the Contract and Specification
- To ensure that all parties are able to meet their individual responsibilities in line with relevant legislation and the Contract and the Specification
- To ensure that concerns are reported to the other party in accordance with the Contract and the Specification
- To ensure the smooth exchange of information necessary to support the Service in accordance with the Contract and the Specification

The overarching purpose and basis for sharing information is to enable the Organisation to provide an Advocacy service.

The relevant legislation is:

Data Protection Act 1998

Crime and Disorder Act 2000

Children's Act 2004

Organisations:

The Council Key Contacts

All addresses are Bracknell Forest Council, Time Square, Market Street, Bracknell, RG12 1JD

Name/Team	Telephone Number	Email

The Organisations Key Contacts [to be completed by Contractor]

Name/Team	Telephone Number	Email

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Each party shall inform the other party of changes to this information in writing as soon as practicably possible.

Information to be shared:

The information shared will be the minimum amount necessary, it will be relevant and only used for the purposes of this agreement. This is necessary to ensure compliance with the second and third principles of the Data Protection Act.

- Principle 2 "Personal data shall be obtained only for one or more specified and lawful purposes; and shall not be further processed in any manner incompatible with that purpose or those purposes.
- Principle 3 "Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

It is anticipated that personal data and sensitive personal data will be shared at meetings, by telephone or by written communication e.g. letter or email. The parties hereby agree:-

- Information will be stored securely whether in written or electronic form
- Information shared electronically will be transmitted securely to the relevant named contact. Fax machines will not be used for the transmission of sensitive information unless additional security controls are in place and approved by the Council, where no other method of transmission is available
- Data will be anonymised wherever possible
- Information sent by post will be marked 'Private and Confidential', and marked for the attention of the named contact
- Any personal data or sensitive personal data to be disposed of will be shredded or otherwise securely deleted.

The type of information to be shared consists of:

- Name of Individual
- Address
- Telephone number
- Gender
- Marital status
- Ethnicity
- Next of kin/family/other involved parties
- Recovery plan

The data to be shared under this agreement will be both personal and sensitive; any sensitive information cannot be shared without the data subject's explicit consent (unless other legislation takes precedence).

The parties shall ensure that access to personal data and sensitive personal data is limited to those employees who need access to it to meet the parties' obligations under this Agreement, and in the case of any employee, such parts as is strictly necessary for performance of that employee's duties. The parties shall ensure that all employees are informed of the confidential nature of the information, have undertaken training in the law

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relating to handling such information and are aware both of the parties' duties and their personal duties and obligations under the law and this Agreement. The parties shall take reasonable steps to ensure the reliability of any of the parties' employees who have access to the information.

General: The data to be shared will be reviewed by all parties to ensure it is up to date and accurate.

Each party will make sure they take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

All complaints and breaches must be reported to Jillian Hunt as soon as detected/identified/raised.

Appendix A

Data Protection Act 1998

This Act deals with the processing of personal (i.e. sensitive and non-sensitive) data. Personal data is data which relates to a living person, including the expression of any opinion or any indication about the intentions in respect of the child or young person is considered personal data. Sensitive personal data is personal data relating to racial or ethnic origin, religious or other similar beliefs, physical or mental health or condition, sexual life, political opinions, membership of a trade union, the commission or alleged commission of any offence, any proceedings for any offence committed or alleged to have been committed, the disposal of proceedings or the sentence of any court in proceedings.

Organisations which process personal data must comply with the data protection principles set out in schedule 1 of the Act. These require data to be:

- fairly and lawfully processed;
- able to meet a schedule 2 condition, and if sensitive personal data, a schedule 3 condition;
- processed for limited specified purposes;
- adequate, relevant and not excessive for those purposes;
- accurate and up to date;
- kept for no longer than necessary;
- processed in accordance with individuals' rights;
- kept secure;
- not transferred to non-EEA (European Economic Areas) without adequate protection.

The Data Protection Act only stipulates that records should be kept no longer than is necessary for the purposes for which the records are being processed and no actual timescales are imposed. It is a matter for individual judgement, taking account of the nature and purpose of the records.

If the information enables a person to be identified, then a **Schedule 2** condition should be met. These are:

- subject has given consent to share information;
- sharing information is necessary to protect the person's vital interests; or

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- to comply with a Court Order; or
- to fulfil a legal duty; or
- to perform a statutory function; or
- to perform a public function in the public interest; or
- sharing is necessary for the legitimate interests of the data controller, or of the third party or parties to whom the data is disclosed, unless the rights or interests of the data subject preclude sharing.

When information is sensitive then a **schedule 3** condition must be met. These are:

- individual has given explicit consent to share information
- sharing information is necessary to establish, exercise or defend legal rights; or
- is necessary for the purpose of, or in connection with any legal proceedings; or
- to protect someone's vital interests and the person to whom the information relates cannot consent, is unreasonably withholding consent, or consent cannot reasonably be obtained; or
- to perform a statutory function; or
- it is in the substantial public interest and necessary to prevent or detect a crime and consent would prejudice that purpose; or
- processing is necessary for medical purposes and is undertaken by a health professional.

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Appendix F – Quality and Activity Outcomes

Refer to attached Word document.

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SCHEDULE 1 – Entry Level Questions

No.	Question	Answer
1.	Can you meet all the requirements set out in the Specification (summarised in the Outline Requirement)	Yes / No
2.	Please confirm that the required insurance cover (See ITT Section 3) will be in place by the start of the contract.	Yes / No
3.	Can you supply a copy of your latest Audited or Management Accounts?	Yes / No
4.	Do you agree to the Council's terms and conditions?	Yes / No
5.	Confirm that staff will have the necessary qualifications and experience required for the delivery of the Advocacy Service Lot for which you are applying by the commencement of the contract	Yes / No
6.	Do you agree to our payment terms of Nett 30 days on receipt of acceptable invoice, which must be submitted along with the information at Schedule 8 Quality Outcome Indicators?	Yes / No
7.	Can you supply the following policies and demonstrate how they are implemented and maintained? <ul style="list-style-type: none"> • Recruitment and Selection • Equal Opportunities • Complaints • Code of Conduct • Information Security Policy • Safeguarding Policy 	Yes / No
	If you answered “ No ” to any of the questions 1 to 7 please provide any justification(s) why your organisation's tender should still be considered by the Council below:	
8.	<i>Response</i>	
	With reference to <u>The Public Contracts Regulations 2015</u> , Regulation 57, “Mandatory exclusions”, has your organisation, or any of its directors or senior staff, been found guilty for any of the following offences?	
9.	Conspiracy	Yes / No
10.	Corruption	Yes / No
11.	Bribery	Yes / No

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12.	Fraud (including not paying taxes or social security contributions)	Yes / No
13.	Money laundering	Yes / No
14.	Professional misconduct	Yes / No
15.	Have your organisation, any of its directors, been previously declared insolvent or bankrupt?	Yes / No
	If you answered " Yes " to any of questions 9-15 please provide any justification(s) why your organisation's tender should still be considered by the Council below:	
16.	<i>Response</i>	

Signature

Name

Job Title

Organisation

Date

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SCHEDULE 2 – Organisation Information

Notes for completion

1. The “authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Suppliers to participate in this procurement process.
2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary, Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
4. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

Verification of Information Provided

5. Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

Sub-contracting arrangements

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

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Consortia arrangements

8. If the Supplier completing this Schedule 2 is doing so as part of a proposed consortium, the following information must be provided;
 - names of all consortium members;
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
9. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
10. All members of the consortium will be required to provide the information required in all sections of the Schedule 2 as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form.
11. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
12. The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

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1 - Supplier information

1.1 Supplier details	Answer
Full name of the Supplier completing this ITT	
Registered company address	
Registered company number	
Registered charity number	
Registered VAT number	
Name of immediate parent company	
Name of ultimate parent company	
Please mark 'X' in the relevant box to indicate your trading status	i. a public limited company <input type="checkbox"/> Yes
	ii. a limited company <input type="checkbox"/> Yes
	iii. a limited liability partnership <input type="checkbox"/> Yes
	iv. other partnership <input type="checkbox"/> Yes
	v. sole trader <input type="checkbox"/> Yes
	vi. other (please specify) <input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE) <input type="checkbox"/> Yes
	ii. Small or Medium Enterprise (SME) ¹ <input type="checkbox"/> Yes
	iii. Sheltered workshop <input type="checkbox"/> Yes
	iv. Public service mutual <input type="checkbox"/> Yes
1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

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<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members:</u></p> <p><u>Lead member:</u></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members:</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle:</u></p>

<p>1.3 Contact details</p>	
<p>Supplier contact details for enquiries about this ITT</p>	
<p>Name</p>	
<p>Title</p>	
<p>Postal address</p>	
<p>Country</p>	
<p>Phone</p>	
<p>Mobile</p>	
<p>E-mail</p>	

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2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 <u>Grounds for Mandatory Exclusion</u> Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		

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(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		

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(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p>2.2 Non-payment of taxes</p> <p>Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

<p>2.3 Grounds for Discretionary Exclusion</p> <p>Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.</p>	<p>Please indicate your answer by marking 'X' in the relevant box.</p>	
	<p>Yes</p>	<p>No</p>
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		

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(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with 2.3, the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

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Additional Guidance

Regulation 24 of the Public Contracts Regulations 2015 covers the distortion of competition and the authority considers tenders from two companies with the same parent company as, by default, such a conflict of interest.

Taking Account of Bidders' Past Performance

The authority may assess the past performance of a Supplier. The authority may take into account any failure to discharge obligations under the previous relevant contracts. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1 and 2.2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

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

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

3 - Economic and Financial Standing**Additional Guidance**

The authority will seek more information from independent credit reference agencies as part of the evaluation and reserves the right to undertake credit checks at each stage of the procurement process and after contract award.

Question 5.1(d) - If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the authority will need to have visibility of your management accounts.

FINANCIAL INFORMATION					
3.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p>				
	<p>(a) A copy of the audited accounts for the most recent two years</p>				
	<p>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</p>				
	<p>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</p>				
	<p>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>				
3.2	<p>Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>				
3.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 300px;">Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the ITT</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	Name of the organisation		Relationship to the Supplier completing the ITT	
Name of the organisation					
Relationship to the Supplier completing the ITT					

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Additional Guidance

For all self-certifying questions in this section, where you have selected “No” please insert further details and any mitigating circumstances underneath the relevant questions if there is no obvious space. Please ensure any comments are highlighted.

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SCHEDULE 3 – Method Statement

1 Specification

2.9 Specification Compliance

2.9.1 Please tick which Advocacy Service LOTS you are seeking to deliver;

LOT1	Independent Mental Capacity Advocacy	<input type="checkbox"/>
LOT 2	Independent Mental Health Advocacy:	<input type="checkbox"/>
LOT 3	Independent Health Complaints Advocacy	<input type="checkbox"/>
LOT 4	General Social Care Advocacy	<input type="checkbox"/>
LOTS	1-4	<input type="checkbox"/>

2.9.2 Please confirm the status of your bid

- Prime Contractor and will deliver 100% of the contract
- Prime Contractor and will use partners to deliver some of the LOTS
- Prime Contractor acting as managing agent with partners delivering LOTS
- Consortia

2.9.3 Please confirm your acceptance of the relevant Specifications. If there are any exceptions, please detail below or attach a separate sheet if necessary. Non compliant tenders may be rejected.

Response

2.10 General

Please detail how your organisation will deliver each individual LOT for the Advocacy Service in relation to specific Lot Specification. Explaining; the level and type of delivery, how people can access the services (location and opening times), details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) will be employed in the delivery of each LOT, their experience and qualifications. As well as any other information essential to understanding the delivery of each LOT.

If you are looking to deliver more than one Lot, please create a heading for each Lot.

Response [Maximum 750 words per Lot]

2.11 Equal Opportunities

2.11.1 Does your organisation have an Equal Opportunities policy? If Yes, enclose a copy of the policy within your response and indicate how it is communicated to employees and people accessing the service.

Response [Maximum 200 words]

2.11.2 If No, please refer to the Council's equal guidance document at:

<http://www.bracknell-forest.gov.uk/sellingtothecouncil> then then download from "Documents" on the right-hand side.

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In the absence of your own policy, please download document and confirm acceptance of the Equality Policy by signing and returning instead.

2.12 Other Policies and Procedures

2.12.1 Does your organisation have an ICT Security Policy, if Yes please attach a copy. If no, please briefly describe your organisation's approach to communicating sensitive information.

Response [Maximum 300 words]

2.12.2 Does your organisation have a safeguarding policy, as it relates to the Advocacy Service? If Yes please attach a copy. If no, please briefly describe your organisation's approach to addressing safeguarding.

Response [Maximum 500 words]

2.13 Technical Ability

2.13.1 Please provide details as to the experience that your tender brings to each LOT, and how this experience will influence the delivery of services. If you are looking to deliver more than one Lot, please create a heading for each Lot.

Response [Maximum 500 words per Lot]

2.13.2 Please provide details as to the governance of your tender, providing details as to how your structure (e.g. sole tenderer, partnership; consortia) will be managed in regards to the delivery of the LOT(s), reporting mechanisms etc.

Response 500 words

2.13.3 Please describe the team structure to deliver the Contract (including CV's) and your approach to staff retention, and the maintenance of staffing levels over the lifetime of the contract.

Response: Maximum 350 plus 400 per CV (please attach CV's separately)

2.13.4 Please attach a copy of your organisations Project Initiation Plan (one for each LOT), detailing the key milestones for implementing the service as of [REDACTED].

Response: Maximum (please attach each LOT PIP separately)

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2.14 Training

2.14.1 Briefly describe your organisation's approach to staff training, including Equalities, Health and Safety, Information Security, Safeguarding, and Qualifications detailed in specifications etc.

Response [Maximum 400 words]

2.15 Case Studies

2.15.1 **Complete Schedule 4**, providing full contact details for three relevant contract examples that the Council may approach.

2.15.2 If you cannot provide three case studies, please advise why

Response

2.15.3 In the last three years, have you had any contracts:

- i. That have incurred contract penalties, default notices or payment of liquidated damages?
- ii. Terminated by the client earlier than originally intended due to poor performance?
- iii. Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

Response [Maximum 300 words]

2.16 Service Levels & Performance

2.16.1 Please provide details as to what, when and how you will collate Performance Management Information, and how this will be analysed and determine future service delivery. If you are looking to deliver more than one Lot, please create a heading for each Lot.

Response [Maximum 400 words]

2.16.2 If you are a consortia or partnership please provide a draft proposed Service Level Agreement or (Consortia/Memorandum of Understanding) and details as to how implemented.

Response [Maximum 300 words]

2.17 Contract Management & Reports

2.17.1 Please confirm that, if awarded the contract, you would be able to attend quarterly review meetings with the Council and provide an overview of your escalation

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procedure. Please provide typical examples of quarterly reports submitted.

Response

2.18 Business Continuity

2.18.1 Does your organisation/Partnership/ Consortia have a Business Continuity, Disaster Recovery or Risk Management plan?

Briefly describe what key actions your organisation will take to ensure continued provision to residents should there be a major event; for example, should there be adverse weather or a pandemic flu which results in loss of staff, or a fire or utility failure resulting in loss of your building.

Response [Maximum 300 words]

2.19 DBS Checks

2.19.1 Please detail how your organisation obtains, reviews and maintains records of Enhanced Disclosure & Barring Service (DBS) checks for all staff, including sub-contractors, who visit residents.

Response [Maximum 500 words]

2.20 Customer Satisfaction

2.20.1 Briefly describe how customer satisfaction of eligible persons and stakeholders is measured and continuously improved. Include details of how complaints are managed.

Response [Maximum 350 words]

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3 Pricing

3.1 Please complete the Pricing Schedule attached to this ITT as **Schedule 7**.

3.2 Pricing Basis

3.2.1 Please explain the rationale and assumptions which underpin your pricing schedule in order to meet the requirements of the specification taking into account staffing costs, marketing, training, overheads, etc.

Response [Maximum 500 words per Lot]

3.3 Payment

3.3.1 The Council standard terms of payment are Net 30 days from receipt of acceptable invoice. Please advise of any discount available.

Response [Maximum 400 words]

4 Terms and Insurance

4.1.1 Provide details of your Public Liability Insurance policy. The Council requires a minimum of £10 million public liability cover. Please enclose a copy of your insurance certificate.

Response [Maximum 100 words]

4.1.2 Please provide a copy of your Employer's Liability Insurance certificate. The Council requires a minimum of £10m cover.

Response [Maximum 100 words]

4.1.3 [Please provide a copy of your Professional Indemnity Insurance. The Council requires a minimum of £2m cover.

Response [Maximum 100 words]

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SCHEDULE 4 – Relevant Experience and Contract Examples

Relevant experience and contract examples				
<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and Voluntary, Community and Social Enterprises (VCSEs) may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main Contractor of the supplies or services, the information requested should be provided in respect of the principal intended Contractor(s) or sub-contractor(s) who will deliver the supplies and services.</p> <p>Please ensure that the references provided are relevant to the various Option Lots for which you are tendering.</p>				
		Contract 1	Contract 2	Contract 3
1.1	Name of customer organisation			
1.2	Point of contact in customer organisation Position in the organisation E-mail address			
1.3	Contract start date Contract completion date Estimated Contract Value			
1.4	In no more than [500] words, please provide a brief description of the contract delivered including evidence as to your technical			

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	capability in this market.			
<p>1.5 If you cannot provide at least one example for questions 1.1 to 1.4, in no more than [500] words please provide an explanation for this e.g. your organisation is a new start-up.</p> <p>(insert response here)</p>				

Confidentiality

1. When providing details of contracts in answering Schedule 4, the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
2. The authority reserves the right to contact the named customer contact in Schedule 4 regarding the contracts included in Schedule 4. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
3. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

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SCHEDULE 5 – Tender Checklist

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
3	Specification Questions		
	Method Statement		
2.13.2	CVs of key personnel		
2.16.2	Proposed Service Level Agreement(s)/ Memorandum of Understanding		
2.13.4	Project Initiation Plan		
2.12.2	Safeguarding Policy		
2.12.1	ICT Security Policy		
2.11.1	Equal Opportunities policy		
4	Terms and Insurance		
4.1.1	Copy of Public Liability Insurance certificate		
4.1.2	Copy of Employers Liability Insurance certificate		
4.1.2	Copy of Professional Indemnity Insurance certificate		
	Schedules		
1	Entry Level Questions		
2	Organisation Information		
3	Method Statement		
4	Relevant Experience and Contract Examples		
5	Tender Checklist (this document)		
6	Pricing Schedule		
7	FOI Schedule of Reserved Information		
8	Quality Outcome Indicators		
9	Form of Tender		

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SCHEDULE 6 – Pricing Schedule

Refer to the attached Excel spreadsheet.

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SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information:

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

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I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

Name

Job Title.....

Organisation.....

Signed.....

Date.....

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SCHEDULE 8 – Quality Outcome Indicators.

Refer to the attached word document.

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SCHEDULE 9 – Form of Tender

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Invitation to Tender documents, hereby offer to supply the goods/undertake the services required, in accordance with the Invitation to Tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 120 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/We agree that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all suppliers submitting tenders. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price submitted by, or under or in accordance with any agreement or arrangement with any other supplier. I/We furthermore warrant that no approaches have been made to any other suppliers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/We also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the Council the amount or approximate amount of the tender or 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 tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from submitting a tender, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other 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 work, any act or thing of the sort described at (i) (a) or (b) above.

I/We understand that should we directly or indirectly canvass any member or official of the Council concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Goods/Services, I/We will be disqualified. I/We further understand that if discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

Signature

(please use non black ink)

Name

Job Title

Organisation

Address

☎ Telephone No.(s)

Email

Date
