

Community Task Force Phase 2

Invitation To Tender

INSTRUCTIONS FOR BIDDERS

Before completing the Invitation to Tender (ITT) Form you are advised to read carefully the;

- Community Task Force Specification and Supporting Information for this procurement and these instructions;
- Draft DWP Terms & Conditions applicable to this contract, which are available as part of the ITT document suite; and
- Pricing Proposal and Supporting Guidance for Completion of the Community Task Force Pricing Proposal & Working Capital Data.

GENERAL INFORMATION

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Introduction

- 1 This document is provided to instruct bidders on the completion of the Generic and Contract Package Area Tender forms and should be read carefully prior to completing these forms. Separate guidance is provided for the completion of the Pricing Proposal and the draft Security Plan.
- 2 In response to feedback from the market, and with a view to reducing potential duplication of effort and information, DWP has introduced two separate forms for this competition. Bidders are only required to complete **one** copy of the **Generic Tender Form** (irrespective of the number of Contract Package Areas you are bidding for). DWP expects that all responses to this form will be generic. If, however, bidders consider that the response given does not apply to every contract package area you are requested to clearly highlight this in your answer.
- 3 Alongside the Generic Tender Form, bidders are required to complete **one Contract Package Area Tender Form** for **each** Contract Package Area they wish to tender for. Although these forms may still contain some generic elements, they have been developed to allow bidders to express local variations where appropriate.
- 4 In addition, this stage of the competition will be administered electronically via dwp.bravosolution.co.uk portal. Further information on this is provided in paragraph 34 onwards of this document.

The Procurement Process

- 5 Through the pre-qualification stage of this competition, DWP identified a short-list of organisations that were judged potentially suitable to become a Prime Contractor for the Community Task Force Phase 2 (CTF2).
- 6 This competition is for the provision of the CTF2 service in 16 contract package areas. One Prime Contractor is required for each Contract Package Area. The 16 contract package areas are:

	CONTRACT PACKAGE AREAS
15	Highlands, Islands and Clyde Coast and Grampian
16	Forth Valley, Fife and Tayside
17	Glasgow
18	Northumbria and Gateshead, South Tyne and Wear Valley
19	Cumbria and Lancashire
20	Cheshire and Warrington
21	Halton and Merseyside
22	West Yorkshire
23	Bedfordshire and Hertfordshire, Essex

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24	Dorset and Somerset, Gloucestershire, Wiltshire and Swindon, West of England
25	Olympic Host Boroughs and City of London
26	West London
27	North and North East London (including Barnet, Enfield & Haringey)
28	South London
29	Hampshire & Isle of Wight
30	Berkshire, Buckinghamshire & Oxfordshire

- 8 You should complete and return all Tender Forms in accordance with these instructions for each Contract Package Area in which you have been short listed. Please note you are only invited to tender for the Contract Package Areas in which you have been short listed.
- 9 If you no longer wish to progress with your Tender for any or all of the areas that you have been short listed, please e-mail DWP at Mayfieldcourt.ctf@dwp.gsi.gov.uk. **Withdrawal notifications must be received no later than Friday 5th March 2010 and reasons for withdrawal must be given.**
- 10 DWP reserves the right to validate the information declared in the bid document to assist in the evaluation of Tenders. Reference site visits and/or presentations may be required.
- 11 DWP will award the contract to **one** legal entity and it is critical that you are clear within your Tender document exactly who the legal entity will be, how it will be constituted and what Sub-contractors you will be utilising. In the case of Special Purpose Vehicles (SPV), the new legal entity as described within the PQQ/ITT must be in place at the time of entering into a contract. A Parent Company Guarantee will need to be completed as appropriate and submitted with your tenders to confirm this relationship.

Contracting Strategy

- 12 You are reminded that the term “Prime Contractor” is used to describe an arrangement under which DWP contracts with a single legal entity who will deliver Community Task Force in one of the following ways:
- i. Direct delivery of a proportion of the provision and sub-contracting of the remaining provision to other organisations; or
 - ii. sub-contracting of the entire provision to other organisations; or
 - iii. Direct delivery by one organisation.
- 13 All Prime Contractors, regardless of their contracting strategy, will need to engage with a wide range of local partners and other stakeholders.

Sub-Contracting

- 14 The following section outlines how DWP expects Prime and sub-contractual relationships to work throughout the supply chains that deliver Community Task Force. It is not the intention of DWP to constrain Prime Contractors by defining the formal delivery relationships in these supply chains; however, DWP does expect the following principles to form part of a successful Tender and subsequently as contractual obligations for the delivery of CTF2 and will be treated as such during the management of these contracts.
- 15 The term 'delivery partners' refers to all tiers of providers in the supply chain of the prime that will deliver CTF2.
- 16 You must specify in your responses to this ITT, the key organisations to which you intend to sub-contract and describe in detail how you propose to manage and monitor the performance and quality of those Sub-contractors
- 17 You must include a signed statement from each proposed Sub-contractor using the Sub-contractor Declaration template provided at Part 11(a), Annex 2 of the Contract Package Area Specific Tender Form, to confirm that they have agreed details of the services that they will provide during delivery of Community Task Force, and that they are content with the associated funding arrangements.
- 18 DWP will not set any limit on the number of Sub-contractors and other delivery partners that constitute the supply chain of the Prime Contractor, or the number of tiers. What is important is that you are able to demonstrate your ability, either directly or through delivery partners, to fully meet the needs of all customers within the particular locality in which you are bidding.
- 19 DWP does not advise or recommend the use of specific Sub-contractors. However, we reserve the right to veto the use of a proposed Sub-contractor before, during and after any award of contract.
- 20 As part of the DWP Commissioning Strategy (which may be viewed at www.dwp.gov.uk/docs/cs-rep-08.pdf) and in the interests of developing and supporting healthy, high performing supply chains you must ensure that all sub-contractual relationships adhere to the DWP Code of Conduct (Annex 1 of the DWP Commissioning Strategy).
- 21 DWP will not prescribe contractual relationships within Prime Contractors' supply chains. However, contracts must represent a reasonable and negotiated allocation of risk and funding appropriate to the service provided, outcomes required and the terms agreed between the Prime Contractor and DWP.
- 22 Different contractual relationships will be appropriate depending on the nature of the service provided and outcomes required by a delivery partner. For example some Sub-contractors may be integral to a delivery model and undertake an end to end service resulting in the direct delivery of job outcomes. In such cases it may be appropriate to mirror the terms and funding model of the Prime Contractor's agreement with DWP.

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However, it is for both parties to agree specific terms that are acceptable to both parties which may or may not be reflected in the above example.

- 23 While DWP accepts that Prime Contractors may need to make changes to their supply chain during the course of the contract any changes to Sub-contractors prior to contract award or during the contract term will require written permission from DWP.
- 24 You are also reminded that Prime Contractors, if they are private or voluntary sector organisations will not be required to follow public sector competitive tendering rules for any of the work they propose to sub-contract. The pre-awarding of contract section within the Code of Conduct outlines the principles of behaviour which DWP expects when Prime Contractors sub-contract for Community Task Force.
- 25 The responsibility for managing and monitoring delivery partners' compliance with contractual requirements will rest entirely with the selected Prime Contractor. DWP will, however, seek evidence throughout the life of the eventual contract that the Prime Contractor is exercising this responsibility effectively and that, where necessary, it agrees continuous improvement plans with its delivery partners.
- 26 The successful Prime Contractors will be required to supply DWP with relevant financial information regarding Sub-contractors.
- 27 DWP expects Prime Contractors and delivery partners to have agreed dispute resolution procedures and will only intervene when best endeavours have been made by all parties involved to resolve such issues. DWP will monitor the effectiveness of the management of Sub-contractors.
- 28 With the exception of ad-hoc agreements as outlined above, Prime Contractors must reflect the following clauses from the DWP Terms and Conditions in all their contracts with Sub-contractors in the delivery of Community Task Force.

Clause	Description
1	Interpretation (relevant interpretations to be adapted to suit the subcontract)
3	Prime Contract Obligations
5	Change Control
8	Prime Contractor's Employees and Sub-contractors
11	Intellectual Property Rights and Data Protection (clauses 11, 13 and 14 only)
15	Freedom of Information
16	Confidentiality
21	Termination
24	Assignment and Sub-contracting
25	Reputation and Public Service Considerations
29	Issued Property
31	Disclosure of Information
35	DWP Customer Service Standards

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36	Fraud
38	Force Majeure
41	Waiver
50	The Authority's Premises
56	Law and Jurisdiction

ITT Events

29 DWP will be holding two briefing events at the Novotel Birmingham Centre, 70 Broad Street, Birmingham, B1 2HT on 3rd and 4th March 2010 to explain the CTF2 requirements and the ITT process more fully and to answer questions from potential Tenderers.

30 The ITT events are intended to:

- Inform all short listed organisations about the detailed tendering processes including a walkthrough of the ITT. The content of the events will be generic;
- Facilitate an opportunity for short listed organisations to talk to specialist experts on the Service Requirement, Finance and Government Actuaries Department/TUPE.

31 Short listed organisations will receive a letter from DWP inviting them to the relevant event(s).

32 DWP will be holding one to one financial surgeries during late February/March, where you can ask questions about the financial aspects of the ITT. More information about these surgeries will be provided shortly.

Submission of ITT Forms

33 Please ensure that you read these instructions carefully and note all of the information in this section before you complete the tender forms.

34 The tender forms have been specifically designed to be compatible with DWP e-tendering and e-evaluation requirements and must not be altered.

35 The following must be submitted via the Bravo Solutions portal:

- One (1) Generic Tender Form (irrespective of the number of CPAs you are bidding for)
- One (1) Contract Package Specific Tender Form for **every** CPA you are bidding for
- One (1) Draft Security Plan
- One (1) Price Proposal Spreadsheet – with the appropriate sections completed for **every** CPA you are bidding for

36 Each Contract Package Tender Form requires you to insert your Organisation name and the individual CPA number and Package Area being tendered.

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- 37 The tender forms must be completed using Microsoft Word in plain English, black typeface and Arial font size 12. Any additional documents, where required, must be provided in Microsoft Word, Excel, Powerpoint or Project. **NO OTHER SOFTWARE PACKAGES ARE ACCEPTABLE.**
- 38 Bidders should answer all questions fully in the order laid out in the tender document.
- 39 Responses must not exceed the pre-set margins and space allocation. Any response in excess of these allocations will be ignored. Bidders can use the space provided however they wish in order to provide a clear response, therefore, bullets, tables, graphs and charts are all permitted.
- 40 Where additional documents are requested in the ITT, ensure that all supplementary information is uploaded separately (e.g. Organisation Chart at Generic Tender Form Q6 (a)).
- 41 Your responses to questions must include the question text & instructions within the page limits set for each question.
- 42 Your tender will be evaluated against the answers provided to each question. If you fail to answer any of the questions or fail to comply with these instructions, your tender may be rejected.
- 43 DWP will only evaluate information provided on the Generic Tender Form and Contract Package Area Tender Form. Additional information should only be included where specifically requested in the tender form and it must be clearly cross-referenced to the appropriate questions in your response. Supplementary Information will not be evaluated and should not be submitted (e.g. general company literature/promotional brochures).
- 44 SPV's should complete the Generic Tender form as the single legal entity that they intend to form prior to contract award.
- 45 DWP will be administering this stage of the procurement process electronically via the dwp.bravosolution.co.uk portal. The submission of tender documents will involve tenderers uploading tender documentation to the portal no later than the closing deadline of **2.00pm on Wednesday 24th March 2010.**
- 46 The benefits of using Bravo Solution to suppliers include:
- Access 24 hours a day, 7 days a week and 365 days a year anywhere in the world via the internet;
 - Eliminates postal, printing and storage costs;
 - Structured process and online questionnaires help you achieve compliant responses;
- 47 Electronic approach means a faster process with less time spent on administration.
- 48 Support available to help with the new system includes:

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- Toll-free helpdesk, available Mon-Fri 8am to 6pm (UK time in English language only);
- Suppliers help guides

49 Please note that Bravo Solution portal is the eSourcing managed service provider for the Department for Work and Pensions. Should you have any queries, please contact BravoSolution's dedicated supplier helpdesk by calling 0800 368 4850 or emailing help@bravosolution.co.uk.

50 Please allow sufficient time to submit all your tender documentation, as it will not be possible for you to submit any further information after the deadline has passed, IT problems within your own system will not be considered reasonable grounds for late submission.

Security Plans

51 You are required to submit a draft Security Plan along with your Tender Documents.

Non-Compliant Tenders

52 Your Tender may be rejected if you fail to follow any of these instructions e.g: altered or missing documentation; incomplete information; failure to meet deadline – this is not an exhaustive list.

Consistency of Tender Information

53 Please note that it is your responsibility to ensure that the information you provide remains consistent throughout the competition. Under no circumstances will you be permitted to make any amendments to your completed Tender after the closing date of the competition.

Status of Tenders

54 DWP does not undertake to accept any tender and reserves the right to accept the whole or any part of any Tender, unless you stipulate otherwise. DWP reserves the right to reject a Tender if you propose to add to or substitute any terms or conditions which are at variance with, or inconsistent with, our terms and conditions, or are otherwise unacceptable to DWP.

55 Your Tender should remain open for acceptance for a period of six months after the due date for the return of Tenders. A Tender valid for a shorter period may be rejected.

56 A contract will not exist and delivery may not commence until a formal contract has been signed and dated by DWP and by the successful Supplier.

Amendments to Tender Documents

57 At any time prior to the deadline for the receipt of Tenders, DWP may modify the ITT and draft Terms and Conditions by amendment. Any such amendments will be issued by DWP to all short listed organisations by 12th March 2010. In order to give short listed organisations reasonable time in which to take the amendment into account in preparing their Tenders, DWP may, at its discretion, extend the deadline for the receipt of Tenders.

Evaluation

58 All completed Tenders will be subjected to separate formal quality and price evaluation, the results of which will be used to form an assessment of your ability and capacity to deliver the Community Task Force provision.

59 Contracts will be awarded on the basis of the most economically advantageous tender in each contract package area. The Award evaluation process will consist of separate Quality, Price and Delivery Capacity Risk assessments. DWP reserves the right to restrict the number of contracts awarded to any single legal entity where DWP reasonably considers that such single legal entity will not be able to successfully implement and deliver all of the contracts for which they have bid for within the required timescales.

Evaluation of Quality

60 Your Tender(s) will be evaluated against key quality criteria set out in the ItT Form. DWP evaluation teams will assess each Tender against the key criteria listed in the ItT Form and will score them on the following basis:

EXCELLENT Score 3	COMPLETELY MEETS THE REQUIREMENT AND ADDS SIGNIFICANT ADDED VALUE The Tender meets the requirements to deliver an excellent quality service, and offers a realistic prospect of performance in excess of the minimum standards. The Tender offers significant added value in terms of detailed supporting evidence and examples, with sound rationale and justifications providing full and additional assurance around the quality of the Tender.
GOOD Score 2	COMPLETELY MEETS THE REQUIREMENT The Tender fully meets the requirements and offers a service that is good quality. The Tender provides sufficient evidence to provide assurance that it is deliverable and realistic.

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DOUBTFUL Score 1	<p>MEETS SOME OF THE REQUIREMENT BUT FAILS IN PARTS</p> <p>The Tender meets the requirement in parts but is unclear and unconvincing in others. Some risks to the delivery of the service are identified or insufficient information is provided to give assurance that the minimum requirement is met.</p>
POOR Score 0	<p>SIGNIFICANTLY FAILS TO MEET THE REQUIREMENT</p> <p>The Tender significantly fails to meet the requirement in most or all key areas. Significant risks to the delivery of the service are identified or insufficient information is provided to give assurance that the minimum requirement is met.</p>

61 Completed ItT responses, excluding your financial responses, will be shared with Jobcentre Plus District Managers and where appropriate, City Region, City Strategy or Multi Area Agreement partnerships (listed in the Specification). These stakeholders will be invited to comment on the completed tender from a local perspective. They will not be invited to take part in the evaluation process; tenders will only be evaluated by DWP evaluation teams, taking into account these external stakeholders' comments. If you require further details on the external stakeholders that will be reviewing your Tender and providing comments please email:

Mayfieldcourt.ctf@dwp.gsi.gov.uk

62 The weightings attached to each question are as follows:

• Part 4 Human Resources and TUPE	5
• Part 5 Fraud Prevention	2
• Part 6 Management and Quality	3
• Part 7 Implementation	2
• Part 8 Volume Fluctuations	1
• Part 9 Business Continuity Plan	2
• Part 10 Corporate & Social Responsibility	3
• Part 11 Delivery Strategy	4
• Part 12 Customer Journey	5
• Part 13 Resources	2
• Part 14 Stakeholder engagement	4

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63 The score for each question will be multiplied by its respective weighting to give a total score. This total score will contribute 60% to the overall Tender mark.

Evaluation of Price

64 Further information on the evaluation of price, and instructions on how to complete the pricing form are included in the following document contained within the ItT pack:

‘PRICING PROPOSAL SUPPORTING GUIDANCE

65 You are required to provide predicted costs plus a margin/surplus, including inflation assumptions for each contract year; this will represent the fixed and firm Total Contract Price

66 Price evaluation will be based on the Service Fee.

67 The total score will contribute 40% to the overall tender mark.

Calculation of Overall Tender Mark

68 The quality and price scores will be combined to produce an overall tender mark. These scores will be ranked to produce an overall merit list for each contract package.

Delivery Capacity Risk Assessment

69 Financial and non-financial aspects of Tenders, including the information in your response to Part 8(a) and the financial documents provided, will be considered, including where you have offered across a number of contract packages, in the overall offer made.

70 To make this assessment DWP will assess a number of factors including the following:

- The aggregate level of business potentially to be awarded to each organisation (where applicable);
- The aggregate level of financial risk inherent to each organisation (where applicable);
- Impact of risk (underlying volume, performance, choice) on financial position;
- The level of assurance presented regarding financial facilities which will be used to manage cash flow; and
- The organisation’s ability to successfully implement and deliver the contracts for which they have been selected, within the required timescales.

71 The capability assessment will not affect the scores awarded to you or the ranking of offers for each contract package. However, DWP reserve the right to limit the amount of business it is prepared to award should the above assessment reveal that an overall offer

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represents an unacceptable level of risk. DWP also reserves the right to limit the number of contracts awarded to any single legal entity in the interests of maintaining a competitive and diverse supplier base.

Clarification Process

72 During the evaluation process, DWP may wish to clarify or discuss aspects of your response to the ITT. In those instances DWP will send any questions by e-mail or fax to your named contact person, who should e-mail or fax back a written or typed response by the deadline that will be given to you.

Notification

73 Short listed organisations that have submitted a Tender and been successful will be notified of the outcome of the ITT process **on Tuesday 8th June 2010**.

74 Successful organisations will be approached to ensure that they are still able and willing to deliver the contract to the agreed date. Those organisations selected to proceed will be assigned “Preferred Bidder” status and will be invited to go forward to Post-Tender Discussions.

75 DWP will publish an Award Notice in the Official Journal of the European Union in accordance with the Public contracts Regulations 2006 within 48 days of the award of a contract.

76 Those organisations assigned Preferred Bidder status will be required to submit an Executive Summary of their Tenders. DWP will request the Executive Summary when they assign “Preferred Bidder” status. The summary should be no more than ten pages in length and should be a genuine summary of the key aspects of the Tender. This summary may be shared with external stakeholders such as City Strategy Pathfinders and Local Authorities. Furthermore, the summary may be provided as a response to Freedom of Information Act 2000 (FoIA) requests.

Post-Tender Discussions

77 Preferred Bidders will be required to hold discussions with DWP representatives at the earliest opportunity to resolve any outstanding issues and finalise their proposals for delivery. This process is for clarifying the content of the Tender. Preferred Bidders will not be able to make changes to the fundamental aspects of their Tender after the Tender return date. Following satisfactory completion of this process, DWP may award a contract for the delivery of the Community Task Force provision.

Feedback

78 All Tenderers will receive feedback on their Tenders following the award of contracts.

Inducements/Collusion

79 Offering an inducement of any kind in relation to this competition will disqualify your organisation from being considered and may constitute a criminal offence. Subject to any discussions which you may need to have with other organisations with whom you intend to submit a Tender as an SPV, please note the following requirements, any breach of which will invalidate your Tender.

- You must not try to obtain any information about anyone else's Tender or proposed Tender before the completion of this competition; and
- You must not make any arrangements with anyone else about whether or not they should Tender; and
- You must not communicate to any party other than the DWP the amount or approximate amount of your proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence to obtain necessary quotations for the preparation of the Tender or insurance) and;
- You must not enter into any agreement or arrangement with any other party as to the amount of any Tender to be submitted.

Costs and Expenses

80 You will not be entitled to claim from DWP any costs or expenses that you may incur in preparing and or submitting your Tenders at either stage of this procurement exercise. This applies whether or not your or any other organisation is successful. It also applies to any additional cost you may incur as part of this competition if DWP modifies or amends its requirements. In addition, we reserve the right to cancel this Tender exercise if circumstances should arise that would make this necessary.

81 Under no circumstances will DWP be liable for any costs or expenses borne by any potential Sub-contractors, suppliers or advisers in relation to this Tender process.

Accreditation

82 DWP will only award contracts to organisations that have been accredited. Accreditation is carried out by Momenta on behalf of DWP. Prior accreditation is not a condition of bidding for contracts, but unless you already hold a current accreditation from Momenta you must be willing to go through the accreditation process if you are selected as a Preferred Bidder. Once you have been accredited, the details will be held on a Provider Register and you will not be required to submit the information again in order to tender for further contracts during the subsequent 12 months. However, you will be required to ensure that the information is updated on an annual basis.

83 Accreditation checks will be carried out on the following areas:

- Legal entity;

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- Proof of insurance;
- Health and Safety;
- Environmental policies; and
- Compliance with diversity and equal opportunities policies in respect of Jobcentre Plus customers and suppliers' staff, including non-discrimination on grounds of gender, sexual orientation, ethnicity, disability, sexual orientation, religion or belief. This also includes compliance with the requirement to make "reasonable adjustments" within the meaning of the Disability Discrimination Act.

84 You should also take careful note of the terms and conditions of contract relevant to these requirements.

Confidentiality

85 DWP may disclose detailed information relating to Tenders to its officers, employees, agents or advisers, subject to the duty to protect each organisation's commercial confidentiality in relation to its Tender.

86 DWP also reserves the right to disseminate information that is materially relevant to the procurement to all short listed organisations, even if the information has only been requested by one Short listed organisation, subject to the duty to protect each Short listed organisation's commercial confidentiality in relation to its Tender.

Freedom of Information

87 DWP is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (FoIA). All information supplied by you as part of this competition will be treated as commercial in confidence until the Tender assessment process has been completed and a contract awarded. Subsequently however, all information submitted to DWP may need to be disclosed in response to a request under the FoIA. If a request is received, we may also be required to disclose details of unsuccessful Tenders.

88 We may also decide to include certain information in the publication scheme which we maintain under the Freedom of Information Act. If you consider that any of the information included in your Tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. However, we would contact you to discuss any such request that is made.

89 If a request for information under the FoIA is received DWP is required to form an independent judgement of whether the information is exempt from disclosure under the FoIA and whether the public interest favours disclosure. Accordingly, DWP cannot

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guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed.

- 90 Where a short listed organisation receives a request for information under the FoIA during the procurement process this must be immediately passed to DWP and the organisation must not attempt to answer the request without first consulting the DWP.
- 91 DWP acknowledges that some elements of a Tender may be covered by the Data Protection Act and therefore these would not be disclosed under the requirements of Freedom of Information.

Timetable

ITT issued by DWP to Short Listed Organisations	23 February 2010
ITT Events	3 rd and 4 th March 2010
Latest date for ITT Questions	16 th March 2010
Final Distribution of Questions and Answers	19 th March 2010
Deadline for ITT responses	2pm on 24 th March 2010
ITT Evaluation	6 th April to 7 th May 2010
Post Tender Discussions	7 th May to 20 th May 2010
Letters of Intent to successful bidders	8 th June 2010
Unsuccessful bidders notified	8 th June 2010
Alcatel Period	16 th June to 29 th June 2010
Service Commencement	26 th July 2010

Questions & Answers

- 92 If you require any further information to enable you to complete a response to the ITT or if you wish to query any aspect of this competition, please send via the Bravo Solution messaging portal.
- 93 You should note that DWP responses to all enquiries from short listed organisations will be made anonymous and sent to all short listed organisations by email in the form of a Question and Answer brief. You should indicate if a question is of a commercially sensitive nature where disclosure of such a question and the answer would be likely to prejudice your commercial interests. However, if the DWP at its sole discretion either does not consider that the question is of a commercially confidential nature or is one which all short listed organisations would potentially benefit from seeing both the question and the answer, DWP will invite the organisation submitting the question to either:
- (i) declassify the question and allow the question and answer to be circulated to all short listed organisations; or
 - (ii) withdraw the question if the short listed organisation still considers the question to be commercially confidential
- 94 The closing deadline for the submission of enquiries to which DWP will respond is **12.00 Noon on Tuesday 16th March 2010**. The final publication of the Q&A log will be on **Friday 19th March 2010**.

Disclaimer

- 95 DWP does not make any representation or warranty as to the accuracy or completeness of the ITT and supporting documents or reasonableness of any assumption on which it is based. DWP accepts no liability to short listed organisations whatsoever and howsoever arising and whether resulting from the use of the ITT or any deficiencies in or omissions from the ITT.
- 96 Any terms and conditions and Schedules submitted to you during the procurement process are draft documents, unless stated expressly in writing to constitute a contract. They are subject to contract and without prejudice to DWP's legal position or that of any agent or representative of DWP.
- 97 Whilst all reasonable endeavours have been, and will be, made to inform short listed organisations accurately of the requirements of DWP, short listed organisations should form their own conclusions about the methods and resources needed to meet these requirements. In particular, DWP accepts no liability for representations, writings, negotiations or understandings in connection with the procurement made by DWP (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it.
- 98 Any assumptions provided by DWP are intended only to assist the short listed organisations in developing their Tender and are not intended to excuse the Short listed

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organisation from meeting all of its obligations under the Agreement or from any liability for its failure to do so.

- 99 DWP does not accept any responsibility for any estimates made by short listed organisations of resources to be employed in meeting DWP's requirements or for any other assumption that you may have drawn or will draw from any pre-contract discussions.
- 100 Statements by DWP (whether directly or by its agents or representatives) as to the future process and timing of the procurement reflect DWP's current intentions, and DWP reserves the right to vary the procurement procedure and/or timetable by notice in writing, including terminating it altogether.
- 101 By issuing this ITT DWP shall not be bound to accept any Tender and reserves the right not to conclude an agreement for some or all of the services for which Tenders are invited. DWP reserves the right to accept part or all of any tender submitted.
- 102 DWP does not undertake to accept any Tenders detailed in any short listed organisation's response to the Invitation to Tender.
- 103 You must note that a contract will not exist and work may not commence until a formal contract for Community Task Force between DWP and the successful Supplier has been agreed and signed by both parties.
- 104 DWP reserves the right to limit the number of contracts we award to any one organisation following an assessment of their financial viability and capacity. DWP also reserves the right to limit the number of contracts awarded to any single legal entity in the interests of maintaining a competitive and diverse supplier base.
- 105 Your participation in the procurement is conditional upon you agreeing to and complying with these conditions and instructions.
- 106 Failure to comply with these conditions and instructions shall entitle DWP, at its sole discretion, to cease to involve you in the procurement without liability on DWP's part.

Complaints Process

- 107 DWP is committed to public sector best practice. Competitive processes are governed by EU law and UK legislation and conducted in accordance with OGC standards. In all commercial activity DWP pursues the highest standards of professionalism, ethical conduct and impartiality.
- 108 DWP are always ready to receive feedback on our competitive processes, whether positive or negative and will respond to complaints using this complaints process.
- 109 If you wish to make a complaint about this procurement, details of the DWP complaints process can be found through the following web link:

<http://www.dwp.gov.uk/supplying-dwp/purchasing-in-dwp/dwp-commercial-complaints/>

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Tender Checklist	
*Has Part 2 ‘Declaration by Tenderer’ been completed?	Yes/No
*Has the tender form been submitted by a legally constituted organisation?	Yes/No
*Has a CPA tender form been completed for area bidding for?	Yes/No
* Has an Organisation Chart been supplied as per Part 6a of the tender form and saved in the correct format?	Yes/No
* Has an Implementation Plan been supplied as per Part 7a of the generic tender form and saved in the correct format?	Yes/No
* Has a Business Continuity Plan been supplied as per Part 9a of the tender form and saved in the correct format?	Yes/No
* Has Part 11a Annex 1 of the CPA tender form been completed (if applicable)?	Yes/No
* Has Part 11a Annex 2 of the CPA tender form been completed (if applicable)?	Yes/No
*Has a Resource Plan been supplied as per Part 13a of the CPA tender form and saved in the correct format?	Yes/No
*Is the tender form submitted in English, Arial font size 12 and within the preset margins of the tender form template?	Yes/No
*Are your additional documents in the correct format? i.e. Microsoft Office Suite?	Yes/No
* Is the generic tender form labelled in the format of: Organisation Name_Generic Tender Form?	Yes/No
* Are all CPA tender forms labelled in the format of: Organisation Name (n) where (n) is the Contract Package Area?	Yes/No
Security Plan	Yes/No
*Has the draft Security Plan been supplied and labelled in the format of: Organisation Name (n) where (n) is the Contract Package Area and be clearly marked “SECURITY PLAN” ?	Yes/No
Price Proposal	Yes/No
*Has the price proposal document been fully completed in £ sterling?	Yes/No
*Has it been saved in the format of: Organisation’s Name (n) CTF2 ITT Pricing Proposal where (n) is the Contract Package Areas and annotated “RESTRICTED FINANCIAL” ?	Yes/No
*Has a copy of your latest annual accounts been included (where required as per para 1.2 of the Pricing Proposal Supporting Guidance)?	Yes/No
*Has the price proposal and financial information been uploaded?	Yes/No