

ORGANISATION NAME: _____

OFFICIAL-SENSITIVE

DATE: _____

OH and EAP

INVITATION TO TENDER



Time Square
Market Street
Bracknell
Berkshire
RG12 1JD
Tel: (01344) 352000
www.bracknell-forest.gov.uk



INVITATION TO TENDER (ITT)

for

Occupational Health Services (OH) and Employee Assistance Programme (EAP)

March 2021

COMPLETED BY

ORGANISATION	[Tenderer to complete]
NAME	[Tenderer to complete]
DATE	[Tenderer to complete]
LOT 1	OH
LOT 2	EAP

TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **OFFICIAL-SENSITIVE** information once completed by the Tenderer.

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1 Introduction

1.1 Background

- 1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire and was designated a New Town in 1949 but became a Unitary authority in April 1998.
- 1.1.2 Information on how the Council operates including details of Councillors, Council staff and departments and the constitution can be found on <https://www.bracknell-forest.gov.uk/council-and-democracy/how-council-works/councillors-and-full-council>
- 1.1.3 The Occupational Health (OH) service is a business function provided to all directorates and a tool to reduce absence and assist people back into the workplace, rather than a health and support service for Council Employees.
- 1.1.4 The Employee Assistance Programme (EAP) is for staff to seek advice, guidance and support including a counselling service.

1.2 Short Description

- 1.2.1 We are looking for a provider for OH and EAP. Bidders can bid for either **OH** (Lot 1) or **EAP** (Lot 2) or both lots.
- 1.2.2 **Occupational Health - Lot 1**
- **Core services** – pre-employment health screening, management advice for sickness referrals, ill health retirements, guidance and advice and health surveillance e.g. statutory hearing tests, night worker assessments.
 - **Other services** – immunisation, disablement advice, home visits, emergency planning advice, health related risk assessments, training and advice services, health promotion, physiotherapy, or mental health support.
- 1.2.3 **Employee Assistance Programme – Lot 2**
- **Core services** – A 24/7, 365 helpline, with calls answered by experienced in-house counsellors, legal and financial specialists, face-to-face, telephone or online EAP counselling; Email and live chat counselling; Finance management, debt and legal information; Online physical and mental health assessment tools
 - **Other services** - Cognitive Behavioural Therapy (CBT) sessions
- 1.2.4 Details of the volume of activity over the last 3 years are included in Schedule 6: Pricing Schedule (worksheet called Usage over past 3 years).
- 1.2.5 The contract duration will be for 3 years.
- 1.2.6 In order to receive any clarifications or changes to tender documents organisations must register their interest on the South East Business portal. The Council will not be held responsible for not communicating important information to any organisation who has not officially registered their interest.

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.
- 1.3.2 The current contractor for OH is: Heales Medical Ltd, 29 Bridge Street, Hitchin, Hertfordshire SG5 2DF. Telephone 0844 842 1755.
- The current contract for EAP and counselling with Harmony and Vivup no TUPE provision.
- Information on potential transfers for the OH provision can be requested by completing and signing the TUPE Information Agreement, attached as Appendix A.

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Include a pdf of the signed copy in your email request. And return via the messaging facility on the South East Business portal.

- 1.3.3 **The Council will not be held responsible for the accuracy of the information provided and tenderers, any clarification should be made via the South East Business portal for further information.**

1.4 Project Schedule

- 1.4.1 The following is the proposed timetable for the procurement and implementation of Occupational Health and Employee Assistance Programme.

Milestone	Time	Day	Date
Publish adverts in South east Business Portal and Contracts finder		Thursday	██████████
Last Questions from Tenderers	Noon	Friday	██████████
Issue Final Question & Answer Summary		Wednesday	██████████
Receive Response from Tenderers	Noon	Tuesday	██████████
Supplier Presentations (30-minute presentation + 15-minute questions)		Wednesday - Friday	██████████
Contract Award Preferred bidder			██████████
Standstill period			██████████
Mobilisation Period			██████████
Contract Start Date		Thursday	██████████

2 Instructions to Tenderers

2.1 Selection Questionnaire

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

2.2 General Instructions

- 2.2.1 If you intend to quote for the Occupational Health and/or Employee Assistance Programme to the Council, please read through the following instructions carefully and prepare your tender accordingly.

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- 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 with 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.
- 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 (usually through the e-Procurement system) 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 Clarification questions of the invitation to tender documents must be submitted through the messaging facility on the South East Business Portal.
- 2.2.6 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.
- 2.2.7 The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than [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 questions submitted to the Council in writing and answers, will be logged, summarised, and issued to all tenderers.
- 2.2.10 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 Submission of Tenders

- 2.3.1 The original, signed, tender must be uploaded by no later than [REDACTED].
- 2.3.2 Please submit your tender by uploading your documents onto the South East Business Portal. Please ensure that you leave sufficient time to load the documents before the portal closes.

2.4 Tender Response

- 2.4.1 Your tender must be divided into two sections and contain the information called for in each section below:

The **technical** section must include:

- Selection Questionnaire (Schedule 1)
- Method Statement OH (Schedule 2a)
- Method Statement EAP (Schedule 2b)
- Specifications (Section 1)
 - Lot 1 – OH
 - Lot 2 – EAP
- Pricing (Section 2)
 - Terms and Conditions (Section 3)
- Specification Compliance Statement (Schedule 2a and 2b)

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- Tender Checklist (Schedule 5) must be completed and comments added if required.
- Additionally, the Reference Request Forms (Schedule 4) must be returned directly to the Council by the referees.

No pricing should be included in the technical section.

The **commercial** section must include: -

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 6)
- Conditions of Contract Compliance Statement (Schedule 7)
- The completed Schedule of Reserved Information - see guidance attached at Appendix F (Schedule 8)
- The Form of Tender statement (Schedule 9) completed, signed, and dated.

2.4.2 Respond to the sections in the Specification.

2.4.3 You should complete your responses (in blue) 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”.

2.4.4 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. **Bidders must include a word count at the end of each response.**

2.4.5 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.

2.4.6 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.

2.4.7 All pricing should be stated exclusive of VAT.

2.4.8 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.

2.5 Tender Decline

Not applicable

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 advertisement, at any time.

2.6.2 Suppliers must pass the Selection Questionnaire in Schedule 1 before full evaluation of ITT.

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- 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 will be awarded on the basis of the most economically advantageous offer having regard to:
- The **Quality** of the solution in terms of functionality and infrastructure (50% of the total score) takes into account, issues such as; quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, after sales service, technical assistance, delivery date and delivery period and period of completion. Evaluation criteria detailed on the evaluation sheet Appendix e.
 - The **Total Cost** of the goods, services or works, (50% of the total score)
- 2.6.5 The **Quality Score** is out of 100. It is calculated by taking the highest Quality marked tender divided by the next highest Quality marked tender and multiplied by 100. As a result, the highest Quality marked tender will be awarded a score of 100 for quality alone, with tenders thereafter being allocated a relative score.
- 2.6.6 The **Total Cost Score** is calculated by taking the lowest Total Cost tender divided by the next lowest Total Cost tender and multiplied by 100. As a result, the lowest Total Cost tender (subject to the provisions of regulation 69 of the Public Contracts Regulations 2015) will be awarded a score of 100 for cost alone, with tenders thereafter being allocated a relative score.
- 2.6.7 The Quality Score and Total Cost Score are then combined to give an **Overall Score** for each tender based on a mathematical formula taking into account the overall weightings allocated (stated in 2.6.4 above).
- 2.6.8 We are looking for a provider for OH and EAP. Bidders can bid for either **OH** (Lot 1) or **EAP** (Lot 2) or **both lots**.
- 2.6.9 Evaluation will be based on overall quality score and overall cost profile.
- 2.6.10 If bidding for both lots, please indicate any further discount given on the Pricing Schedule if awarded both lots.
- 2.6.11 The Council's evaluation will include supplier presentations. Evaluation of these elements will be used to review the initial scoring based on further understanding gained.
- 2.6.12 The headline **Quality** evaluation criteria are as follows: -

Criteria	Marks	Applicable Document(s) & Section(s)
Selection Questionnaire	Pass/Fail	Schedule 1
Financial Standing	Pass/Fail	Selection Questionnaire
Method Statement	50	Schedule 2
<i>Pricing</i>	50	Pricing Schedule 6
<i>Terms and Conditions</i>	Yes / no	Schedule 2 Section 3
Specification Compliance	Scored under Schedule 2	Schedule 2a and 2b
Reference Request Forms	Scored under Schedule 2	Schedule 4
Tender Checklist	Not scored	Schedule 5
Conditions of Contract Compliance	Scored under Schedule 2	Schedule 2

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FOI Schedule of Reserved Information	Not scored	Schedule 8
Form of Tender	Pass/Fail	Schedule 9
Total	100	

- 2.6.13 Evaluation of **pricing** will be by using the evaluation spreadsheet, attached as Appendix E of this invitation to tender. The evaluation spreadsheet details any **sub-criteria** and formulae used.
- 2.6.14 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.
- 2.6.15 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.

2.7 Alternative Offers

- 2.7.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings, and data to permit a complete evaluation to be made.

2.8 Contract/Agreement Signature

- 2.8.1 For the majority of procurements, the Council will be using an Adobe pdf/Word document signed electronically by each party (for TUPE Information Agreement, deeds, real estate contracts, guarantees and simple contracts).
- 2.8.2 The required steps will be as follows:
- 1) Before signing/closing the proposed arrangements for the virtual signing/closing are finalised between all parties including who should receive emails.
 - 2) When the documents are finalised, the final execution copies of the documents are emailed by the Council (as Adobe pdf or Word attachments) to all absent parties. For convenience, a separate Adobe pdf or Word document containing the relevant signature page may be attached.
 - 3) Each absent signatory print and signs the signature page only (there is no need to print off the full document).
 - 4) Each absent party then returns a single email to the Council to which is attached:
 - a) the final version of the document (Adobe pdf or Word); and
 - b) an Adobe pdf copy of the signed signature page. In the case of deeds, the arrangements will also need to make clear when delivery is to take place or, alternatively, to make clear that a deed has not been delivered merely because it has been signed and the steps set out above followed.
 - 5) At or shortly after signing/closing, to evidence the execution of the final document, a final version of the document, together with copies of the executed signature pages, may be circulated by the Council.
 - 6) If there is a need to file a signed original of the document with a registry or some other authority (e.g. Companies House or the Land Registry), it will be necessary for another original of the document containing original 'wet ink' signatures to be obtained.

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2.9 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.

2.10 Whistle blowing policy

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

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Appendix A – TUPE Information Agreement

See attached Word document.

Please complete and sign the Agreement and include a pdf of the signed copy via the messaging facility on the South East Business Portal request for TUPE information.

Appendix B – Terms and Conditions

The Council has developed the following standard conditions of contract.

The terms can be found on the Council's website on <http://www.bracknell-forest.gov.uk/sellingtothecouncil> then download from "Documents" on the right-hand side.

STANDARD CONDITIONS OF CONTRACT: SERVICES - ISSUE DATED: AUGUST 2018

Applicable to contracts for the purchase of services including (non-works) consultancy services, generally up to £181,302 total contract value. These terms may also be used as the basis for more complex and higher value contracts and in cases where DBS checks are required on staff employed through the contract who are required to carry out a Regulated Activity.

Appendix C – ICT Standards

Refer separate pdf document.

Appendix D1 and D2 – Specifications

Refer separate Word documents.

Appendix E – Evaluation Spreadsheet

Refer separate Excel document.

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Appendix F – 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 obligations 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))

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- 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, Time Square, Market Street, Bracknell, Berks, RG12 1JD

SCHEDULE 1 – Selection Questionnaire

Please complete all sections of the Selection Questionnaires attached.

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If you have already provided some of this information in the ProContract e-Procurement system as part of your registration, please provide details here:

Response

SCHEDULE 2 – Method Statements

If you are bidding for **OH only**, then complete **Schedule 2a**

If you are bidding for **EAP only**, then complete **Schedule 2b**

If you are bidding for both **OH and EAP**, then complete **both Schedule 2a and Schedule 2b**

SCHEDULE 2a – Method Statement – Occupational Health Requirements

1 Specification 2a

1.1 Specification Compliance

1.1.1 Please confirm your acceptance of the attached Specification and outline how you will meet it. If there are any exceptions, please detail below or attach a separate sheet if necessary. **(Weighting = 10%)**

Response [Maximum 600 words]

1.2 General

1.2.2 Please provide a brief overview of your organisation. **(Weighting = 3%)**

Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employ, and related turnover (GBP £), years' experience and the number of clients worked with, that are relevant to the provision of the services similar to those set out in the Specifications.

Response [Maximum 300 words]

Objective

1.2.3 Please give an indication of how you will assist the Council / schools in its objective of reducing absence and assisting people back into and to remain in the workplace. **(Weighting = 6%)**

Response [Maximum 400 words]

Assessment

1.2.4 What is your offer in terms of understanding specific health conditions to give a clear view of capability for staff members work, a prognosis of return to work, advice on a practical phased return or update on ongoing situation? **(Weighting = 3%)**

Response [Maximum 300 words]

1.3 Professional Ability – Staff

1.3.1 Please provide details of the skills, experience and abilities of the team who will

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provide the service? And briefly outline mandatory training for all your staff.
(Weighting = 5%)

Response [Maximum 300 words per person]

1.4 Communication

1.4.1 Please describe how communication about individual cases will take place. Confirm the availability of medical professionals between appointment days, in a situation where a manager/HR Officer urgently needs to question/clarify the advice provided.
(Weighting 5%)

Response [Maximum 300 words]

1.4.2 Methods of communication and circumstances under which these are used. E.g. news items or customer engagement groups and What would you do to promote/raise awareness of the OH service to the relevant parties? **(Weighting = 2%)**

Response [Maximum 200 words]

1.5 Systems

You will be required to attend a system demonstration in the week commencing 26/4/21. Further details will be sent out after tender submission but will likely include a review of reports.

1.5.1 What data can we download to use in other systems, e.g. updates to the councils HRIS? What reports are available to run on demand? **(Weighting = 2%)**

Response [Maximum 200 words]

1.5.2 How do you ensure systems are available, what is your contingency if they are not available? **(Weighting = 1%)**

Response [Maximum 200 words]

1.5.3 Briefly explain how you control the access rights for different users. **(Weighting = 1%)**

Response [Maximum 200 words]

1.5.4 What information do you hold about the council's structure and employees, and how do you ensure it is kept up to date? **(Weighting = 2%)**

Response [Maximum 200 words plus reports]

1.5.5 How does the information flow between our council and yourselves, what is the process of transferring data? **(Weighting = 2%)**

Response [Maximum 200 words]

1.5.6 Describe the main steps that are taken to make a referral on the system? Provide screen shots **(Weighting = 3%)**

Response [Maximum 400 words]

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1.5.7 Pre-Employment Questionnaires (PEQs) - Please describe how the on-line PEQ process works? (**Weighting = 3%**)

Response [Maximum 400 words]

1.5.8 What do you have in terms of advice, signposting to information and advice? (**Weighting = 1%**)

Response [Maximum 200 words]

Case Management:

1.5.9 Describe the process on receipts of a management referral to enable you to prepare management advice. (**Weighting = 3%**)

Response [Maximum 300 words]

1.5.10 What steps do you take once management report is written? (**Weighting = 3%**)

Response [Maximum 300 words]

1.5.11 How do you ensure the quality of management advice? (**Weighting = 3%**)

Response [Maximum 300 words]

1.5.12 How do you ensure that security and confidentiality are observed at all time when communicating about individual cases? (**Weighting = 1%**)

Response [Maximum 200 words]

1.5.13 How do you ensure that cases are progressed in a timely manner? E.g. delays with third parties, consultants / GPs, regular health surveillances (**Weighting = 3%**)

Response [Maximum 300 words]

1.5.14 Please show examples of management reports including a long-term sick return to work case, a frequent short-term absence case report (actual anonymised reports) (**Weighting = 3%**)

Response [Maximum 300 words]

1.6 Reports

1.6.1 Confirm what reports are available to view directly from system by HR, managers, schools headteachers / school business managers. E.g. usage reports, management reports of individuals referred and the outcomes, Operational reports a) types of referral broken down by category / referrer b) immunisations – showing Council Employees, type of immunisation and dates of last and next immunisation. Include screen shots. (**Weighting = 6%**)

Response [Maximum 500 words]

1.7 Case Studies

1.7.1 In relation to the three contracts (in last 3 years), detailed in the Selection Questionnaire, give examples of the beneficial impacts you have helped them to achieve, that you have had with working with public sector bodies, schools. (**Weighting = 5%**)

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Response [Maximum 500 words]

1.8 Contracts

1.8.1 Provide full contact details for 3 relevant contract examples. In addition, you will need to send a copy of the Reference Request Form (Schedule 5) to each of your named contacts, including an outline of the contract that you are performing/have performed for them within the allotted green box on that form.

The completed forms must be returned directly to the Council ([REDACTED]) by the referee by the Tender deadline or it will not be considered.

Please confirm that this has been actioned. (**Weighting = 3%**)

Response [Maximum 200 words]

1.9 Service Levels & Performance

1.9.1 Refer to the KPIs below and confirm if you are able to meet them. (**Weighting = 10%**)

Confirm if you are able to meet the KPIs for OH (Specification D1)	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

Provide reasons for any OH targets you are not able to meet and suggest a reasonable alternative target.

Response [Maximum 500 words]

KPIs – Occupational Health – Rate = 95%

OH 1 – Appointments booked with OH Advisor within two working days, appointments to take place within 8 working days of the referral being made. (Section.2.2a)

OH 2 – Appointments booked with OH Physician within two working days, appointments to take place within 10 working days of the referral being made. (Section.2.2a)

OH 3 – Confirm an appointment not-attended within one working day. (Section.2.2b)

OH 4 – Return the Management advice reports to employer within 5 working days of the appointment being held (subject to employee giving consent for its release) (Section.2.2h)

OH 5 – Advice on relevant changes in health legislation to be provided within one month of relevant announcement. (Section.2.3b)

OH 6 – Cancelled or rescheduled appointments by provider to be kept to a minimum. Target less than 5% provider reschedule. (Section.3.1g)

OH 7 – Ensure relevant structural and employee changes are made on active cases within five working days of confirmation of structure change notification. (Section.3.2n)

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OH 8 – All complaints should be investigated by the Contractor and a written response given to the Council's Management or management and staff, as appropriate, within 10 working days. (Section.3.7a)

Performance against these KPIs will be reviewed monthly, should any fall below the expected 95% target rate they will be discussed, and improvement will be expected from provider. After three consecutive failures to meet monthly performance KPIs, the council reserves the right to further review or terminate the contract.

1.10 Contract Management, Reports and Transition

1.10.1 Who will be responsible for contract / account management? How will this process work? How are communications with the Council's client manager managed? Provide an overview of your escalation procedure. **(Weighting = 3%)**

Response [Maximum 500 words]

1.10.2 Please provide an implementation plan including the following: **(Weighting = 5%)**

- i. Confirm how HR Teams and managers will be trained on the use of the online platform, list out the training topics, and how, and when the training will take place, which is part of the implementation and free of charge.
- ii. Will training be included for new joiners free of charge.
- iii. Details on how you will ensure a smooth transition of service from the current service provider.
- iv. How data will be transferred from the existing service provider in an effective and secure fashion.
- v. How will you ensure that the data is accurate and reflects our current organisational structure when transferred?
- vi. Key stages of the transition and the likely timescales.
- vii. Details of resources required from the Council.
- viii. If possible, please provide evidence of implementation plans and processes from other contracts.

Response [max 800 words]

1.11 Business Continuity

Not applicable – in Selection Questionnaire

1.12 Quality Assurance

Not applicable – in Selection Questionnaire

1.13 Health and Safety

Not applicable – in Selection Questionnaire

1.14 Disclosure and Barring Service (DBS) Checks

Not applicable

1.15 Customer Satisfaction

1.15.1 Briefly describe and give two actual examples of how customer satisfaction of clients

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is measured and used to achieve continuous service improvement? Include details of how complaints are managed. **(Weighting = 3%)**

Response [Maximum 400 words]

2 Pricing 2a

2.1 Please complete the Pricing Schedule attached to this ITT as **Schedule 6**.

3 Terms and Conditions 2a

3.1 Contract Conditions

Refer to Appendix B, Terms and Conditions, for the terms and conditions of contract.

3.1.1 Please complete **Schedule 7**, Conditions of Contract Compliance Statement.

[or]

3.1.2 Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below, or in a separate document.

Response

3.2 Data Security

Refer to Appendix C – ITC 3rd Party Standards. The Council has identified that data security will apply to this contract therefore the attached GDPR Schedule will need to be incorporated into the final contract conditions.

3.2.1 Please confirm acceptance of the ITC 3rd Party Standards or detail exceptions and any proposed alternatives below, or in a separate document.

Response

3.3 Freedom of Information

3.3.1 With reference to Appendix F on the Freedom of Information Act 2000, please complete **Schedule 8** – Schedule of Reserved Information.

NB Significantly non-compliant bids may be rejected.

Signature:

Name:

Position:

Organisation:

Date:

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SCHEDULE 2b – Method Statement - EAP

1 Specification 2b

1.1 Specification Compliance

- 1.1.1 Please confirm your acceptance of the attached Specification and outline how you will meet it. If there are any exceptions, please detail below or attach a separate sheet if necessary. **(Weighting = 8%)**

Response [Maximum 600 words]

1.2 General

- 1.2.1 Please provide a brief overview of your organisation. Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employ, and related turnover (GBP £), years' experience and the number of clients worked with, that are relevant to the provision of the services similar to those set out in the Specifications. **(Weighting = 4%)**

Response [Maximum 300 words]

- 1.2.2 Please outline how short-term counselling helps to support staff. **(Weighting = 5%)**

Response [Maximum 300 words]

- 1.2.3 Detail the information and knowledge you offer to support staff. **(Weighting = 5%)**

Response [Maximum 500 words]

- 1.2.4 Confirm the full scope of your EAP solution, e.g. counselling, advice, guidance, programmes. **(Weighting = 8%)**

Response [Maximum 600 words]

- 1.2.5 Are there any other additional services that you offer outside of the Core requirements? **(Weighting = 3%)**

Response [Maximum 200 words]

1.3 Equal Opportunities

Not applicable

1.4 Other Policies and Procedures

Not applicable

1.5 Professional Ability – Staff

- 1.5.1 Please provide details of the qualifications, skills, experience, and abilities of the team who will provide the service? And briefly outline mandatory training for all your staff. **(Weighting = 8%)**

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Response [Maximum 600 words per person]

1.6 Operations

Not applicable

1.7 Communication

1.7.1 What would you do to promote/raise awareness of the EAP service to the relevant parties? **(Weighting = 1%)**

Response [Maximum 200 words]

1.8 Systems

You will be required to attend a system demonstration in the week commencing 26/4/21. Further details will be sent out after tender submission but will likely include a review of reports. You also need to complete Appendix C – ITC Standards.

1.8.1 Describe the main steps of using the online system and timelines from the council's perspective? Provide screen shots. **(Weighting = 7%)**

Response [Maximum 400 words]

1.8.2 How do you ensure systems are available, what is your contingency if they are not available? **(Weighting = 1%)**

Response [Maximum 200 words]

1.8.3 What information do you hold about the council's structure and employees, and how do you ensure it is kept up to date? **(Weighting = 2%)**

Response [Maximum 200 words plus reports]

1.8.4 How does the information flow between our council and yourselves, what is the process of transferring data? **(Weighting = 1%)**

Response [Maximum 200 words]

Case Management:

1.8.5 How do you ensure the quality of advice will prove effective and supportive to staff, and that it fulfils the individuals stated objectives for their counselling needs? **(Weighting = 10%)**

Response [Maximum 600 words]

1.8.6 How do you ensure that security and confidentiality are observed at all time when communicating? **(Weighting = 1%)**

Response [Maximum 200 words]

1.9 Reports

1.9.1 What reports are available? Include screen shots. What are available to run ourselves and what sent to us? **(Weighting = 6%)**

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Response [Maximum 500 words plus screen shots]

1.10 Case Studies

1.10.1 In relation to the three contracts (in last 3 years), detailed in the Selection Questionnaire, give examples of the beneficial impacts you have helped them to achieve. **(Weighting = 6%)**

Response [Maximum 500 words]

1.11 Contracts

1.11.1 Provide full contact details for 3 relevant contract examples. In addition, you will need to send a copy of the Reference Request Form (Schedule 5) to each of your named contacts, including an outline of the contract that you are performing/have performed for them within the allotted green box on that form.

The completed forms must be returned directly to the Council ([REDACTED]) by the referee by the Tender deadline or it will not be considered.

Please confirm that this has been actioned. **(Weighting = 4%)**

Response [Maximum 100 words]

1.12 Service Levels & Performance

1.12.1 Refer to the KPIs below and confirm if you are able to meet them. **(Weighting = 4%)**

Confirm if you are able to meet the KPIs for EAP (Specification D2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	---

Provide reasons for any EAP targets you are not able to meet

Response [Maximum 500 words]

KPIs – Employee Assistance Programme – Rate = 95%

EAP 1 – Provide monthly reports on the number and reasons of referrals made appointments undertaken, appointments not attended. Categorized by service area. (Section.3.3f)

EAP 2 – Ensure that appointments are booked within two working days, appointments to take place within the next 8 working days of the referral being made. (Section.2.1b)

Performance against these KPIs will be reviewed monthly, should any fall below the expected 95% target rate they will be discussed, and improvement will be expected from provider. After three consecutive failures to meet monthly performance KPIs, the council reserves the right to further review or terminate the contract.

1.13 Contract Management, Reports and Transition

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1.13.1 Who will be responsible for contract / account management? How will this process work? How are communications with the Council's client manager managed?
(Weighting = 1%)

Response [Maximum 300 words]

1.13.2 Please provide an implementation plan including the following: **(Weighting = 6%)**

- i. Confirm how HR Teams and managers will be trained on the use of the online platform, list out the training topics, and how, and when the training will take place, which is part of the implementation and free of charge.
- ii. Will training be included for new joiners free of charge.
- iii. How will you ensure that the data is accurate and reflects our current organisational structure?
- iv. Key stages of the transition and the likely timescales.
- v. Details of resources required from the Council.
- vi. If possible, please provide evidence of implementation plans and processes from other contracts.

Response [max 500 words]

1.14 Business Continuity

Not applicable – in Selection Questionnaire

1.15 Quality Assurance

Not applicable – in Selection Questionnaire

1.16 Health and Safety

Not applicable – in Selection Questionnaire

1.17 Disclosure and Barring Service (DBS) Checks

Not applicable

1.18 Customer Satisfaction

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1.18.1 Briefly describe and give two actual examples of how customer satisfaction of clients is measured and used to achieve continuous service improvement? Include details of how complaints are managed. **(Weighting = 8%)**

Response [Maximum 600 words]

2 Pricing 2b

2.1 Please complete the Pricing Schedule attached to this ITT as **Schedule 6**.

3 Terms and Conditions 2b

3.1 Contract Conditions

Refer to Appendix B, **Terms and Conditions**, for the terms and conditions of contract.

3.1.1 Please complete **Schedule 7**, Conditions of Contract Compliance Statement.

[or]

3.1.2 Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below, or in a separate document.

Response

3.2 Data Security

Refer to Appendix C – ITC 3rd Party Standards. The Council has identified that data security will apply to this contract therefore the attached GDPR Schedule will need to be incorporated into the final contract conditions.

3.2.1 Please confirm acceptance of the ITC 3rd Party Standards or detail exceptions and any proposed alternatives below, or in a separate document.

Response

3.3 Freedom of Information

3.3.1 With reference to Appendix F on the Freedom of Information Action 2000, please complete Schedule 8 – Schedule of Reserved Information.

NB Significantly non-compliant bids may be rejected.

Signature:

Name:

Position:

Organisation:

Date:

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SCHEDULE 4 – Reference Request Form

Refer attached Word Document

SCHEDULE 5 – Tender Checklist

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

Section	Required Documents	Document enclosed Yes/No	Comments
4	Specification Questions		
	Add references where you have requested documents – e.g.		
	Method Statement		
	CVs of key personnel		
	Proposed Service Level Agreement(s) and KPIs		
	High level project plan		
	Typical progress report		
	Outline training plan		
5	Pricing		
6	Terms and Conditions		
	Add cross-references where you have requested documents – e.g.		
	Details of Council's obligations		
	Licence Agreement		
	Maintenance and Support Agreement		
	Schedules		
1	Selection Questionnaire		
2	Method Statement and Specification		

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SCHEDULE 6 – Pricing Schedule

Refer attached Excel spreadsheet

SCHEDULE 7 – Conditions of Contract Compliance Statement

Clause	Subject	Compliant		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1.1	<i>[insert clause title or short phrase summarizing content]</i>			
2.1				
3.1				
3.2				
3.3				
4				
5				
6				
7				
8				
9				

NB Significantly non-compliant bids may be rejected.

Signature:

Name:

Position:

Organisation:

Date:

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SCHEDULE 8 – 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 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