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**Tender Specification and Selection Questionnaire**

**Clinical Partner to support the delivery of relationally informed care**

* 1. **Introduction**

We were founded on July 17th 1846 and have been providing services to vulnerable people ever since. Each YMCA is autonomous and independent business structure which is federated to the International, European and National YMCA movement.

**Our Vision, Values and Ethos**

It is important to us that we actively demonstrate impartiality and acceptance. We promote equality and inclusion and involve our residents in the development of our service.

YMCA Liverpool & Sefton is committed to ensuring a safe environment for people to maintain their well being, develop their independence and grow in confidence.

As a learning organisation, we are committed to developing potential and recognising achievement, through activities, projects, training and partnership working.

YMCA Liverpool & Sefton is a registered charity, a registered provider of social housing and company Limited by Guarantee. We were founded in 1846 and so we build on a long history of providing a place for people to find acceptance, community and activity. We provide services across YMCAwork streams of accommodation, family work, health and wellbeing and training and education.

Our accommodation offer is made up of: supported accommodation for people experiencing homelessness; intensive support for individuals with complex needs; move on accommodation for individuals closer to independence; specialist service for individuals with mental ill health and a young offenders service.

The offer around family work includes: An Early Years Foundation Stage nursery in Southport; 2 x Liverpool based refuges for women and children fleeing or at risk from domestic abuse.

Our work around health and wellbeing now includes the RISE Recovery Services. This is a partnership formed of YMCA Liverpool & Sefton and New Start to deliver residential rehabilitation, a harm reduction service for women and an abstinence service. In addition we will work with Action on Addiction, Being Better and The Healing Space to deliver holistic, psychologically informed approaches to recover.

The health and wellbeing work also includes a large leisure centre in Southport and targeted health interventions.

Within the training and education workstream, we deliver therapeutic horticulture, animal care and low impact sports at our Dutch Farm project based in South Liverpool and also offer a portfolio of courses and qualifications throughout the year. This includes CIH accredited courses and Mental Health First Aid,

Our Mission is to inspire and support people by:

* promoting choice and independence
* valuing the individual
* maximising potential
* instilling hope

RFP responses must be valid for a minimum of 6 months from the RFP Response Date

and YMCA Liverpool & Sefton reserves the right to:

1. Not select a Respondent at any stage of the RFP process and for any reason;
2. Vary, suspend or abandon the RFP process at any time;
3. Change the timing of the RFP process; and
4. Respond to any questions submitted by any Respondent, in writing, in relation to the RFP process, and disclose the contents of YMCA Liverpool & Sefton response to any such question to other Respondents
5. Neither YMCA Liverpool & Sefton nor their agents shall be held responsible for any damage or loss resulting from the use of any RFP or associated documentation issued in any format.
   1. **Contact Information**

Ellie McNeil

Chief Executive

YMCA Liverpool & Sefton

Tel: 0151 600 3530

E-Mail: ellie.mcneil@liverpoolymca.org.uk

* 1. **Timescales**

**STAGE 1 – RFP**

* RFP Issue Date: 18th March 2020
* RFP Clarification Questions Close 17th April 2020
* RFP Response Date: 20th April 2020
* RFP Review by YMCA Liverpool & Sefton 21st April 2020

**STAGE 2 – DOWN SELECTION & DUE DILIGENCE**

* RFP Presentation at YMCA Liverpool & Sefton location: 5th May 2020
* Award in-principle 8th May 2020
  1. **Confidentiality**

The information relating to the RFP which is contained in this document (including any supporting documents) is the property of YMCA Liverpool & Sefton , it has been distributed to you for the sole purpose of allowing you to prepare a response to this RFP. The information is commercially confidential and should only be disclosed to your employees who are directly involved in the RFP response or have a need to know the information contained in it. This information shall not be disclosed to any third party without the prior written consent of both YMCA Liverpool & Sefton .

Your full response including all supporting documentation supplied as part of the RFP will become the property of YMCA Liverpool & Sefton . Any material submitted by yourselves which is of a confidential nature, and/or which you wish to be returned, should be clearly marked as such.

* 1. **Accuracy**

Respondents and the organisation’s that they represent will be deemed to have examined all the documents included in this RFP and, by their own independent observations and enquiries, have fully informed themselves as to the nature and extent of its requirements.

Respondents and the supplying organisation’s that they represent shall familiarise themselves with all relevant statutes, regulations and legal obligations relevant to the response.

* 1. **Preparation Charges**

All charges and expenses in relation to the preparation and submission of the RFP response are the responsibility of the respondent.

* 1. **Disclaimer**

The information in this RFP has been prepared in good faith and does not purport to be comprehensive or to have been independently verified. YMCA Liverpool & Sefton do not accept any liability or responsibility whatsoever for the adequacy, accuracy or completeness of this RFP, or make any representation or warranty, express or implied, in respect of the information contained in it or any other documents on which the RFP is based or with respect to any written or oral information made or to be made available to any interested Respondent or their professional advisers. Any liability howsoever arising is hereby expressly disclaimed. Nothing in this paragraph or elsewhere in this RFP or associated documentation shall operate to exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

YMCA Liverpool & Sefton reserve the right to change the RFP procedure or terminate discussions without prior notice and at any time.

* 1. **Acceptance of Responses**

Respondents are advised that this RFP is not intended to be, nor form part of, an offer or solicitation in respect of the provision of goods/services or otherwise. Neither the issue of this RFP nor the receipt by or YMCA Liverpool & Sefton of responses shall bind nor commit YMCA Liverpool & Sefton to any course of action as a result, except as agreed in any subsequent formal legal documentation. In particular, but without limitation, it should be noted by all Respondents that or YMCA Liverpool & Sefton may in their absolute discretion and without giving reasons:

* + - reject any response which does not conform to instructions and specifications herein or which is received after the specified time.
    - reject all or part of any responses that are submitted to this RFP
    - discuss, modify or clarify the terms of this RFP with the respondent at a later date.

YMCA Liverpool & Sefton or may, at their absolute discretion, extend the RFP validity period by up to a further 60 days.

YMCA Liverpool & Sefton reserve the right to terminate any contract entered into as a result of this RFP exercise forthwith if any statement made within the RFP submission is found to be untrue.

* 1. **Data Management**

In participating in this RFP, YMCA Liverpool & Sefton ; the Respondents; and (collectively referred to as ‘the Parties’) may share certain data with each other to facilitate the provision of accurate cost and service proposals, and to facilitate this RFP process.

In doing so, the Parties shall be individually responsible for conducting themselves in accordance with;

1. the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016;
2. either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and
3. all other applicable laws and regulations relating to the processing of Personal Data and privacy, including statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time
4. Any and all obligations that may arise when acting in the capacity of a Data Processor or Data Controller which shall have the meanings given to them in the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679 once entered into force in the United Kingdom.
   1. **Misleading Statements**

If it is found that the Respondent has made false or misleading claims or statements or received improper assistance from YMCA Liverpool & Sefton personnel in the preparation of its response, YMCA Liverpool & Sefton reserve the rights in their absolute discretion to cease further consideration of any proposal lodged by or on behalf of the Respondent in respect to this RFP and to exercise any or all legal remedies that are available to YMCA Liverpool & Sefton .

* 1. **RFP Evaluation Criteria**

YMCA Liverpool & Sefton will evaluate Respondent proposals in a fair and pragmatic manner, facilitating YMCA Liverpool & Sefton in forming a logical conclusion and decision. Responses will be evaluated against criteria that includes but is not limited to;

1. The ability to meet the business, technical, security and support requirements set out in this RFP.
2. Competitiveness against the other Respondents' solutions.
3. The quality and completeness of the plan to implement (within any applicable deadlines or time constraints) and proven track-record doing so elsewhere.
4. Evidence of the robustness of the Respondent's business from a financial and risk perspective.
5. If obtained, the quality and completeness of the feedback from any Respondents' references.
6. The timeliness, clarity and completeness of the proposal.
7. The quality of the Respondent's presentation of the proposal.
   1. **Governing Law**

This RFP is governed by the laws of England and Wales. The Respondent submits to the exclusive jurisdiction of the courts of England & Wales in relation to any dispute arising in relation to this RFP or any proposal made under it.

* 1. **Ethical Conduct**

It is the position of YMCA Liverpool & Sefton to conduct its business in an ethical manner and to offer equal opportunities to all Respondents. As such neither or YMCA Liverpool & Sefton are able to accept any gifts or hospitality either directly or indirectly which may be construed as an attempt to influence RFP selection.

* 1. **Publicity**

The respondent shall not discuss or promote the fact that they are working on an RFP response for YMCA Liverpool & Sefton or after any contract has been signed, without prior written consent from both of YMCA Liverpool & Sefton .

* 1. **RFP Result**

All Respondents will be advised of the result of the RFP exercise; however, or YMCA Liverpool & Sefton reserve the right to withhold specific detail to a level it sees fit.

* 1. **Contract**

The selection and final approval of a respondent will not be deemed to have taken effect until a formal written agreement has been signed by both parties. This agreement will supersede any previous agreements that may be in place.

Please find below at section 3 the Key Commercial Principles of YMCA Liverpool & Sefton . These provisions represent key commercial, legal or regulatory considerations by YMCA Liverpool & Sefton in appointing a 3rd party provider.

Please ensure you complete YES or NO for every point below along with comments as appropriate.

Note that any intellectual property rights in all works and materials developed, written or prepared by Respondents in your response to this RFP or in respect of any other development made by or procured by you on behalf of YMCA Liverpool & Sefton shall belong to YMCA Liverpool & Sefton .

1. **Requirements & Specification**

YMCA Liverpool & Sefton have been developing our Psychologically Informed Services for over 5 years. We have been using Cognitive Analytical Therapy as a framework for supporting those people who use our services, the staff team and the organisation. Following an internal and external evaluation we have reviewed the model of delivery and now wish to source an individual or company to work with us to continue to reflect on and grow and develop how we use CAT across the organisation.

We use CAT both as a case management tool with service users, teams and the organisation and as a direct intervention in our rehabilitation service. We require someone to work alongside us to facilitate a number of supervision sessions and work with us to develop a training offer both internally and externally.

We require the facilitation of four supervision groups per month:

* Monthly Leadership Reflective Practice – 90 minutes
* Monthly Recovery Pathway Clinical Strategy Group – 90 minutes
* Monthly supervision group for facilitators of reflective practice – 3 hours with a break
* Monthly supervision for CAT Therapist and Trainee CAT Therapist

We will be looking to deliver the training a minimum of four times a year and therefore 8 training days charged at a day rate will also be required.

**Specification**

We are looking to work alongside an organisation or individual who can demonstrate you meet the following specification:

You must be ACAT accredited CAT Practitioner/Therapist

Experience of working with CAT as a case management tool with teams

Experience of facilitating supervision sessions

Working experience of developing and delivering training

Knowledge:

Ability to apply sound clinical knowledge and judgement to problems

A working knowledge of how to maximise safety and minimise risk

Evidence of an appropriate knowledge base and sound clinical judgement

A clear understanding of complex needs including past trauma, homelessness and mental ill health.

Knowledge of safeguarding protocols

Knowledge and understanding of how to deal with challenging and chaotic individuals

Excellent communication, engagement and interpersonal skills

* 1. **Charges**
     1. Suppliers are to submit their charges within the submission chart below
     2. Labour rates are for subsequent time worked on YMCA Liverpool & Sefton location and are to be charged by the half hour
     3. Materials will be charged on a cost plus basis, expressed as a percentage mark-up on top of the acquisition cost of the materials.
     4. All charges quoted must be in pounds sterling and be fixed for a minimum of two years and be exclusive of VAT.
     5. All travel, mileage, parking, congestion charges and subsistence costs incurred by the Supplier will be included in the Charges.

1. **Key Commercial Principles**

In addition to your review of YMCA Liverpool & Sefton contracts per 1.17/please find below the Key Commercial Principles of YMCA Liverpool & Sefton. Without prejudice to the balance of the contracts, these provisions represent key commercial, legal or regulatory considerations by YMCA Liverpool & Sefton in appointing a 3rd party provider.

Please ensure you complete YES or NO for every point below along with comments as appropriate.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Key Commercial Principle** | **Detail** | **Agreement - Yes or No** | **Your Response of Comments** |
| 1 | Exclusivity | YMCA Liverpool & Sefton will not give the successful Respondent exclusivity. |  |  |
| 2 | Minimum Volumes / Spend / Policy Penetration | YMCA Liverpool & Sefton will not commit to any minimum volumes or spend or policy penetration levels |  |  |
| 3 | Confidentiality | Both parties agree to protect each other’s confidential information (including relating to their respective groups) at least to the extent that they each protect their own. For a period of at least 5 years, or as otherwise agreed |  |  |
| 4 | Data Protection & Integrity | **The wording below is a minimum requirement:** |  |  |
| Respondent shall comply with its obligations under clause 1.10 of this RFP; its legal and regulatory obligations legislation to those regulations highlighted in 1.10; its legal and regulatory obligations generally; and indemnify YMCA Liverpool & Sefton against all losses suffered as a result of any breach or alleged breach of this obligation. |
| 5 | Warranties and Representations | The Respondent warrants and represents: |  |  |
| - having the requisite power, authority and licences to enter into the contract and deliver the services and other obligations; |
| - being able to execute the contract without being in violation of any judgement, order or decree or any other of the Respondent’s existing agreements; |
| - not acting in violation of any applicable laws or YMCA Liverpool & Sefton policies; |
| - having the required rights and licences to grant YMCA Liverpool & Sefton licences in any relevant third party materials included in any deliverables and that the use of the deliverables and services by YMCA Liverpool & Sefton will not put YMCA Liverpool & Sefton, in breach of any third party intellectual property rights; |
| - having all necessary licences to provide any third party deliverables including but not limited to software. |
| - that indemnities will be provided to YMCA Liverpool & Sefton in respect of all warranties and representations. |
| 6 | TUPE | The Supplier will provide the customer with an indemnity upon entry and exit of this agreement. |  |  |
|
| 7 | Assignment / Sub-contracting/ Novation | The supplier will still be held responsible for the contract and liable for all sub-contractors. |  |  |
| 8 | Intellectual Property Rights (“IPR”) | YMCA Liverpool & Sefton shall obtain title to all IPR over any and all bespoke deliverables produced for YMCA Liverpool & Sefton under the terms of the contract or in respect of this RFP. |  |  |
| Note that the Respondent may retain title over its own pre-existing IPR and will provide YMCA Liverpool & Sefton a licence. Pre-existing third party IPR must be licenced to Respondent who must provide YMCA Liverpool & Sefton with a sub-licence on the same terms. |
| 9 | Limitation of Liability for both parties | YMCA Liverpool & Sefton shall have the right to claim for certain heads of loss including (I) loss and/or corruption of data by the Respondent and consequent recovery/rework required; (ii) the cost of procuring replacement services from an alternative source as a result of the Respondent failing to perform its obligations. |  |  |
| YMCA Liverpool & Sefton shall be fully protected (with unlimited liability) from any cost arising from negligent performance; or breach of terms; or failure of performance by the successful Respondent; or breach of any regulatory requirements. |
| 10 | Policies | Successful Respondent must warrant compliance with YMCA Liverpool & Sefton’s relevant policies. YMCA Liverpool & Sefton may terminate the contract for non-compliance and/or if YMCA Liverpool & Sefton believes that continued association with the Respondent is likely to damage the reputation of either YMCA Liverpool & Sefton or any member of YMCA Liverpool & Sefton. |  |  |
| Relevant policies include (but not limited to): |
| Health & Safety |
| Confidentiality |
| Data Protection |
| 11 | Termination for convenience | Without prejudice to any ancillary product policy between a customer and a chosen provider, any future contract between a Respondent (acting in the capacity as a supplier) and YMCA Liverpool & Sefton may be terminated by YMCA Liverpool & Sefton without cause on a maximum of 3 months’ notice and without penalty. |  |  |
| 12 | Termination for change of control | YMCA Liverpool & Sefton has the right to terminate the contract in the event of a change of control of the successful Respondent in the absence of YMCA Liverpool & Sefton’s prior written consent. |  |  |
| 13 | Governance | Contract is under the law of England and Wales and under the exclusive jurisdiction of the courts in England and Wales. |  |  |
| 14 | Audit rights | YMCA Liverpool & Sefton shall have the ability on giving the Respondent reasonable notice to audit the Respondent at least annually to check compliance with the contract. In certain cases, e.g. where YMCA Liverpool & Sefton reasonably believes that breach of law/regulation, fraud or data corruption/loss has taken place, YMCA Liverpool & Sefton should have the ability to undertake an emergency audit. Where appropriate relevant regulatory bodies will have the right to audit without notice. |  |  |
| 15 | Exit and Termination Assistance | Respondent must provide a smooth handover at the end of the contract either to YMCA Liverpool & Sefton or a new supplier i.e. an exit plan may be required. |  |  |
| 16 | Force Majeure | Strikes, industrial disputes and fuel shortages will not be accepted as Force Majeure events. |  |  |
| Fire and flood are also not included as a resilient data centre would be expected to overcome these events and the Respondent will always have to use their own disaster recovery plan before they can rely on force majeure. |
| This will be linked to SLA's and disaster recovery which are to be agreed. |
| 17 | VAT/Tax | Pricing will Exclude VAT (value added tax) and IPT (insurance premium tax), but all other charges shall be included in the net premium and be the responsibility of the Respondent unless previously agreed with YMCA Liverpool & Sefton. |  |  |
| 18 | Publicity | The Respondent may not publicise any contractual arrangement or the fact they are a supplier to the customer, unless previously agreed. |  |  |
| 19 | Ownership | All training and service material developed as part of this contract will be the intellectual property of YMCA Liverpool |  |  |

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| **Potential Supplier Information** | | |
| Full name of the potential supplier submitting the information |  | |
| Registered office address (if applicable) |  | |
| Registered website address (if applicable) |  | |
| Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  | |
| Date of registration in country of origin |  | |
| Company registration number (if applicable) |  | |
| Charity registration number (if applicable) |  | |
| Head office DUNS number (if applicable) |  | |
| Registered VAT number |  | |
| If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ | |
| If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  | |
| Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ | |
| If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  | |
| Trading name(s) that will be used if successful in this procurement |  | |
| Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  | |
| Are you a Small, Medium or Micro Enterprise (SME)? | Yes ☐  No ☐ | |
| Details of Persons of Significant Control (PSC), where appropriate:  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable) |  | |
| Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  | |
| Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  | |
| **Number of employees (UK):** |  |
| **Year established in the (UK):** |  |
| **Company registration number:** |  |
| **Please detail membership of trade or professional organisations your company belongs to:** |  |
| **Number of current active customers (UK):** |  |
| **Please detail any major organisational structural changes within the last 3 years (no more than 60 words)** |  |
| **Please list published turnovers and net profits (in £) for each of the last 3 years** |  |
| 2018 |  |
| 2017 |  |
| 2016 |  |
| **Please confirm the insurance values in place in respect of the following;** |  |
| Public Liability |  |
| Employers Liability |  |
| Professional Indemnity |  |
| **Please detail any relevant accreditations/industry awards achieved by yourself or your company:** |  |
| **Please provide 3 current and relevant customer references including contact information** |  | |
|  | |
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| --- | --- |
| **Charges** | |
| Hourly Rate |  |
| Day Rate |  |
| Rate charged during periods of development per day |  |

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| --- |
| **Please provide evidence on how you meet the specification? (1000 words)** |
|  |