



Championing Children and Young People in England

Invitation to tender:

Young children and families experience of services aimed at reducing the impact of low-income.

July 2014

About the Office of the Children's Commissioner

The Office of the Children's Commissioner (OCC) is a national public sector organisation led by the Children's Commissioner for England, Dr Maggie Atkinson. We promote and protect children's rights in accordance with the United Nations Convention on the Rights of the Child and, as appropriate, other human rights legislation and conventions.

We do this by listening to what children and young people say about things that affect them and encouraging adults making decisions to take their views and interests into account.

We publish evidence, including that which we collect directly from children and young people, bringing matters that affect their rights to the attention of Parliament, the media, children and young people themselves, and society at large. We also provide advice on children's rights to policy-makers, practitioners and others.

The post of Children's Commissioner for England was established by the Children Act 2004. The Act makes us responsible for working on behalf of all children in England and in particular, those whose voices are least likely to be heard. It says we must speak for wider groups of children on the issues that are not-devolved to regional Governments. These include immigration, for the whole of the UK, and youth justice, for England and Wales.

The Children and Families Act 2014 changed the Children's Commissioner's remit and role. It provided the legal mandate for the Commissioner and those who work in support of her remit at the Office of the Children's Commissioner to promote and protect children's rights. In particular, we are expected to focus on the rights of children within the new section 8A of the Children Act 2004, or other groups of children whom we consider are at particular risk of having their rights infringed. This includes those who are in or leaving care or living away from home, and those receiving social care services. The Bill also allows us to provide advice and assistance to and to represent these children.

Our vision

A society where children and young people's rights are realised, where their views shape decisions made about their lives and they respect the rights of others.

Our mission

We will promote and protect the rights of children in England. We will do this by involving children and young people in our work and ensuring their voices are heard. We will use our statutory powers to undertake inquiries, and our position to engage, advise and influence those making decisions that affect children and young people.

1. GLOSSARY

1.1 This invitation to tender document regulates the conduct of the Potential Provider and the Authority throughout the Procurement.

1.2 Except for the words and expressions set out below, the capitalised words and expressions used in this invitation to tender shall have the following meanings given to them:

“Authority” means the Office of the Children’s Commissioner;

“Contract” means the contract and schedules for the delivery of the services and as set out in Contract terms and conditions and contract schedules;

“Contract Commencement Date” means the date upon which the successful Potential Provider begins to deliver the Services to the Authority;

“ITT” means this Invitation to Tender document incorporating these terms and all related documents published by the Authority in relation to this Procurement;

“Potential Provider(s)” means any person or legal entity submitting a response to this ITT that will ultimately enter into the Contract with the Authority and therefore assumes liability for the performance of the Contract;

“Procurement” means the process used to establish the contract that facilitates the supply of the services to the Authority as described in this ITT;

“Services” means the services to be provided by the Supplier appointed to the Contract and as outlined in Schedule 1 of the Contract (Services);

“Tender” means the tender submitted by the potential provider to the Authority in response to this ITT; and

“Response” means a submission prepared by a Potential Provider in response to a qualification questionnaire or an invitation to tender (as the context requires).

2. INTRODUCTION

2.1 Please read the information and instructions carefully before attempting to complete your Tender.

2.2 To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates is accurate at all times.

2.3 This ITT which consists of this document comprises:

- 2.3.1 information regarding the Procurement, including the timetable;
- 2.3.2 details of the Services that the Potential Providers will be required to supply – Schedule 1 of the Contract (Services);
- 2.3.3 the Contract Terms and Conditions;
- 2.3.4 instructions explaining how to submit questions and requests for clarification;
- 2.3.5 instructions explaining how to complete and submit a Tender;
- 2.3.6 details of the evaluation and assurance processes used by the Authority.

3. SUMMARY OF TENDER

Authority: Office of the Children’s Commissioner

Description: Young children and families experience of services aimed at reducing the impact of low-income.

Contract value: We anticipate that the total value of the Contract is in the region of £30,000 inclusive of VAT

Closing date: 1 September 2014 at 9.00am

Management: Lisa Davis
Senior Policy Adviser

Telephone number: 020 7783 8471
Email: lisa.davis@childrenscommissioner.gsi.gov.uk

3.1 Overview

The OCC is commissioning a piece of work looking at young children (aged 0-5 years) and their families’ views and experience of services. The specific focus of this work is with young children and families living in poverty and engaging in services that aim to reduce the impact and effect living with low-income¹ has on children’s lives. This includes looking at views and experience of accessing, using and evaluating services targeted at improving their lives.

We are seeking proposals from organisations or teams with a strong track record in participatory research with young children (0-5years) and their families. The research will take place between September and January 2015.

3.2 Background to this study

During 2014–15 we will continue using our unique statutory role to address growing concerns about the rising number of children growing up in poverty.

During this time we will be undertaking a project aimed at understanding;

¹ Low income is defined as those families with less than 60 per cent of median equivalised net household income

1. The Legal and policy framework for the provision of housing, health and early year's services for children aged 0–5 years living in low income households
2. What early years, health and housing services are commissioned and delivered to children aged 0–5 years and their families living in low income households with the aim of alleviating poverty and how do they link with the wider policy framework?
3. What is known about the impact these services have on children's lives, how is the impact measured and does planning these services include the views and experiences children and their families?

Can the legal and policy framework for the provision of housing, health and early year's services for children aged 0–5 years living in low income households be improved?

The work has three strands;

1. A policy, legislative and services review which was undertaken by the University of East London and due to be published in Autumn 2014
2. Visits to local authorities in three local authority areas to help understand how services are planned, commissioned and delivered
3. Participation work with children and families in three local authorities to understand their needs and views and experiences of the services they can and do use.

This tender relates only to the last of these strands.

3. Outputs and management

Research focus and scope

The participation work has four objectives:

1. To learn more about children's and families' experiences of living with low income and the impact this has on their lives. Low income is defined as those families with less than 60 per cent of median equivalised net household income.
2. To better understand the children and families views of services they receive and/or would like to receive. A summary of services and interventions for young children and families living on low-income will be made available to successful individual or organisation and include services such as but exclusively, children's centres, free early years childcare, family nurse partnership, health visitor. implementation programme, service provided by housing provides
3. To get input directly from children and families in relation to what works in reducing the impact and affects of living with low income and how service provision could be improved to meet their needs.
4. To use these views and experiences as a basis for recommendations to those responsible for commissioning, delivering and evaluating services for families with young children living with low incomes.
5. To inform the OCC's future work in the field of child poverty.

The detailed scope of how this work will be completed will be agreed as part of the planning phase of the research. However, we expect that the successful individual or organisation to demonstrate a methodology to cover the following:

- Work with three local authority areas chosen by the Office of the Children's Commissioner to be agreed by OCC.

- Qualitative engagement/participation work with Children between 0-5 years and their parents both mothers and fathers
- A diverse range of children and families representative of the local population in the areas visited
- Children and families using a diverse range of services outlined in our review and within the three areas – which include services in the field of early years, health and housing.

We recognise the complexity engaging very young children to understand their views and feelings about the services they engage with. This successful organisation will need to demonstrate the types of methods they will be using to undertake this work which could include ethnography/observation, visual or performing arts, play, still or moving film.

Research questions

We expect the successful organisation to demonstrate how they will meet the following research questions. However the detailed research questions will be further developed with us after a contract is awarded. However, we will expect them to cover the following areas:

1. What impact does living with low income have on young children and family life?
2. What services are young children and families more likely engaged with?
3. What do they think about the services they have engaged with? How have they helped?
4. What additional services would help / would they like to engage with?
5. Have they been involved in any evaluation or giving feedback about the service they have received?

3.3 Outputs and management

The successful individual and organisation will;

1. Provide OCC with an initial project plan and methodology for completing this work. This is to be submitted within 2 weeks after the contract start date. This will include
 - a. a set of research questions, based on engagement with young children and their families
 - b. a detailed methodology, of the engagement with young children and their families
 - c. A recruitment strategy for participants in the research

The successful individual or organisation will need to adhere to our research strategy and ethical framework outlined within this strategy,² our participation strategy³ and safeguarding policy.⁴

2. A final report for the OCC which presents findings from the research and draws out the implications for commissioners, local authority leads, service providers and the OCC. The Office of the Children's Commission may however, develop its own recommendation as a result of this of this research.

² http://www.childrenscommissioner.gov.uk/content/publications/content_806

³ http://www.childrenscommissioner.gov.uk/content/publications/content_828

⁴ http://www.childrenscommissioner.gov.uk/content/publications/content_682

3. The format of the report will be agreed with OCC.. This report should include an executive summary, key findings, recommendations relating to children and families views of how services could be improved and an appendix setting out the methodology used. The report may be published as an annex to a final report on the project as a whole, and should be drafted with this in mind. It should conform to OCC's brand guidelines and style guide. However, OCC will decide if they publish this research or it is used to inform this larger project.

3.5 Communications and presentation

OCC will be responsible for all external communications activities to highlight the research. Copyright and ownership of the research report will belong to the OCC although the research may be quoted if the OCC is referenced as the publisher.

3.6 Timeline and estimated number of days

The provisional timeline for the process is outlined below:

Task	Date
Project start up meeting	15 September 2014
Work with OCC to agree the research methodology and agree this early in October including how families will be identified and recruited	October 2014
Identify children and families	October 2014
Undertake participation work	October, -November, December 2014
Present emerging findings to OCC staff	January 2014
Agree report structure with OCC staff	January 2015
Produce a summary report of the findings	February 2015

3.7 Research governance

Project governance shall be assessed by the Authority. In doing so the Authority shall expect the Potential Provider to demonstrate their approach to research ethics, timely delivery which is within budget and robust evidence to the key research questions.

3.8 Ethics

The Authority expects organisations to adhere to the highest ethical standards, especially where this involves work with or on behalf of children and young people. We will therefore assess the strength of the ethical framework and the guidelines which organisations propose to use. Where they expect to work with children and young people we will assess tenders using our ethical principles on engaging and working with children and young people, our child protection processes and Safeguarding Policy. A copy of our Safeguarding Policy can be downloaded from the Authority's website.

3.9 Contract Value

The potential value of the Contract that is the subject of this Procurement is estimated at £30,000 between September 2014 and February 2015, including VAT.

4. COMPLETING & SUBMITTING A TENDER

4.1 Tendering arrangements

The Authority would like to hear from you if you feel you could be able to provide the Services detailed in the specifications in Contract Schedule 1 (Services). We reserve the right not to accept any Tenders or award any contracts as a result of this Tender exercise.

4.2 Tender requirements

Tenderers are requested to include in their Tender submission the following information:

4.3 Details of the organisation

Information provided in this section is required for back-ground and to enable the Authority to carry out an assessment of the Potential Providers' economic and financial standing. Details provided here will be used by the Authority to issue any notices should your organisation be successful at this Procurement

- Background information on the organisation to include:
 - the organisation's full legal name & address;
 - type of organisation;
 - the management structure;
 - the resource available locally, and in other offices;
 - any specialist knowledge available to the firm;
 - the organisation's contact and email address;
 - financial statement and solvency information(annual report).

- A commitment to ensuring that supplier staff and managers involved in the project will be DBS checked (where relevant).

- Copies of policies (or supporting statements) validating your organisations commitment to:
 - child protection.
 - sustainable development.
 - equal opportunities and diversities.
 - risk management.
 - business ethics.

4.4 Delivery of services

Please provide:

- Details of the proposed approach and methodology to be applied in the delivery of all parts of the specification.
- An outline project plan.
- A proposal for reporting which will make the information as user-friendly as

- possible.
- An assessment of the principal risks associated with the project and a plan for dealing with them.
- A nominated project manager for the appointment who shall not be changed during the term of the appointment without the consent of the Authority, together with brief details and CVs of the project team, to demonstrate that they possess the necessary qualifications and experience in the delivery of the project. The Potential Provider must provide appropriate numbers of sufficiently qualified staff that are properly experienced. Any substitutions shall be similarly notified.
- Details of the bidder's relevant experience in relation to all parts of the specification.
- Where it is found that a Potential Provider has withheld or mislead information at any stage of the process they will immediately be disqualified from the Procurement process.

4.5 Value for money

- Potential Providers are required to quantify their costing, submitting a breakdown of costs to explain the final price calculation
- Details of expenses which are chargeable in addition to fees, including mileage rates, rail fares etc
- All Tenders must be accompanied by the following:
 - The Form of Tender (Annex 1) showing the overall tender sum for the different parts of the specification together with indicative provision for ad hoc work in the future.

A failure to provide a price where one is required will result in the Tender being deemed non-compliant and shall be disqualified from further participation in this Procurement.

4.6 Completion and return of tender

<u>Tender Submission Deadline</u> for Responses:	1 September 2014
Interviews:	no later than 12 September 2014
Appointment date:	no later than 15 September 2014

All Responses should be directed to:
procurement.mailbox@childrenscommissioner.gsi.gov.uk

All tenders should be sent as an e-mail attachment and submitted in PDF format. Please note we will not accept receipt of hard paper copies unless previous agreement has been reached.

All Tenders must be received by the Authority, by the Tender submission deadline. The Authority reserves the right to revise the Tender submission deadline to a later date.

Any submission received after the **Tender Submission Deadline** specified above will be disqualified. No exceptions will be made for any reason. However, the Authority may, at its own absolute discretion, extend the closing date and time for receipt of tenders specified above without request. Any such extension will apply to all Tenders.

4.7 Costs and Expenses

- 4.7.1** All costs expenses and liabilities incurred by the Potential Providers in connection with preparation and submission of their Tender submissions will be borne by the Potential Providers.

- 4.7.2** The Potential Providers shall have no claim whatsoever against the Authority in respect of such costs save as expressly provided for in the Contract.

4.8 Right To Cancel Or Vary The Procurement

The Authority reserves the right:

- 4.8.1** to amend, clarify, cancel, add to or withdraw all or any part of the procurement documentation or the Procurement at any time during the Procurement;
- 4.8.2** to vary any timetable or deadlines set out in the procurement documentation; and
- 4.8.3** not to conclude a Contract for some or all of the Services (as applicable) for which Responses are invited.

4.9 Tender Documents

The following requirements must be adhered to when submitting Tenders.

- 4.9.1** The Tender must be in English and drafted in accordance with the drafting guidance as set out in this ITT.
- 4.9.2** Where documents are embedded within other documents Potential Providers must provide separate electronic copies of the embedded documents.
- 4.9.3** Each Tender must be uniquely named or referenced.
- 4.9.4** A table of contents must be provided.
- 4.9.5** The Tender must be fully cross referenced with a full list of supporting material.
- 4.9.6** [Any electronic copies of the Tender must be in Microsoft Office 97-2003 and PDF formats on CD-ROM/DVD/USB.]
- 4.9.7** Pages must be A4 in size or where necessary A3 folded in half, and Potential Providers should use Arial 12 double spaced.
- 4.9.8** A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.
- 4.9.9** A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

4.10 Tender Validity Period

- 4.10.1** A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline.
- 4.10.2** A Tender with a shorter validity period will be rejected.

4.11 Clarifications and Questions regarding this Procurement

Any queries in relation to the submission process should be made to:

Michael Coldwell
Planning and Impact Manager

Office of the Children's Commissioner

Sanctuary Buildings,
20 Great Smith Street,
London.
SW1P 3BT Tel: 020 7340 7227

michael.coldwell@childrenscommissioner.gsi.gov.uk

4.11.1 Every Tender Response received by the Authority shall be deemed to have been made subject to the conditions of Tender as set out in this ITT. The Authority shall only consider the Tenders that are compliant with the terms of this ITT.

4.11.2 The Procurement documentation and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this Procurement exercise nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:

4.11.2.1 accept any liability or responsibility for the adequacy, accuracy or completeness of the Procurement documentation,

4.11.2.2 make any representation or warranty, express or implied, with respect to the information the Procurement documentation contains nor shall any of them be liable for any loss of damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

4.11.3 The Potential Provider should form its own conclusions and make its own independent assessment of the Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority's requirements.

4.11.4 The Potential Provider is responsible for obtaining all information required to prepare its Tender at its own expense.

4.12 Acceptance of a Successful Tender

The Authority is not bound to accept the lowest Tender. The selection criteria, and relative weighting, are as follows:

Evaluation Type	Evaluation criteria	Evaluation Weighting
EXPERTISE	Expertise in key areas addressed by the programme including child poverty, health, housing and early years and in participation work with young children	30

EXPERIENCE	Experience in undertaking this type of work	25
CAPACITY	Ability for the organisation to deliver the work on time and budget. Assurances that risks will be managed appropriately.	25
METHODOLOGY	Whether the proposed methodology for supporting the researchers will deliver a robust piece of work within time and budget.	10
VALUE FOR MONEY	Whether the bid provides good value for money in relation to what will be delivered, comparable 'market rates' for similar work.	10
TOTAL		100

The successful Potential Provider will be notified in writing and will be required to enter into a formal agreement with the Authority in the form of a Contract.
All unsuccessful Tenders will be notified at contract award stage.

4.13 Canvassing

Any Potential Provider who directly or indirectly canvasses any member, official, officer, public sector employee or agent of the Authority concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any member, official, officer, public sector employee or agent of the Authority concerning any other tender or proposed tender for the Services described herein, shall be disqualified from this Procurement.

4.14 Confidentiality of Tender Information and Documentation

4.14.1 All information supplied by the Authority in connection with this Tender shall be regarded as confidential at all times, unless it is already in the public domain and the Potential Provider shall only use such information for the purposes of preparing a Response (or deciding whether to respond).

4.14.2 The ITT and accompanying documentation and publications are and shall remain the property of the Authority and must be returned upon demand to the Authority. The Potential Providers grant the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Response for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities.

4.14.3 A Potential Provider may disclose, distribute or pass any of the information supplied by the Authority to its advisers, agents, subcontractors, consortium members or to another person provided that:

4.14.3.1 it is done for the sole purpose of enabling it to submit a Response and the person receiving the information undertakes to keep the information confidential on the same terms imposed by this ITT; or

4.14.3.2 it obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of information; or

4.14.3.3 the disclosure is made for the sole purpose of obtaining legal advice

from external lawyers in relation to the Procurement; or
4.14.3.4 the Potential Provider is legally required to make such a disclosure.

4.15 Collusion

4.15.1 Any Potential Provider who:

4.15.1.1 Fixes or adjusts the amount of his Tender by or in accordance with any agreement with any party, OR

4.15.1.2 Communicates to any other party (other than the Authority) the approximate amount of the proposed value, price or rates set out in the Response Tender, (except where disclosure is made confidentiality and is deemed necessary to obtain quotations for insurance and contract guarantee bond valuation), OR

4.15.1.3 Enters into an agreement or arrangement with any other party that they will refrain from tendering or as to the amount of any tender submitted, OR

4.15.1.4 Offers or agrees to pay, give, or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done in relation to any other tender or proposed Tender for the Service any act or omission, SHALL (without prejudice to any civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) be disqualified from further participation in the Procurement.

4.16 Recycled Paper

We seek proposals from organisations that use paper from sustainable sources such as the FSC credited paper stock.

4.17 Law and Jurisdiction

Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

Annex 1: Form of Tender

Potential Providers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Executive Summary

Section 3 Meeting the Specification

- **Proposed methodology**
- **Project management**
- **Risk assessment**

Section 4 Cost and Charging Arrangements

Section 5 Experience and References

- **Bidding organisation**
- **Individual project manager**

Section 6 Declarations, Undertakings and Attachments

Annex 2: Certificate of Conclusive Tendering

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

The words and expressions set out in this Certificate of Conclusive Tendering have the meanings given to them in the Invitation to Tender.

Declarations

1
(Name of Potential Provider)

2 declare that we have not communicated to any other party the amount or approximate amount of the Tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this Tender. The Tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid 120 days following the Tender Submission Deadline and that we are not entitled to claim from the Authority any costs or expenses incurred in preparing the Tender or subsequent negotiations whether or not the Tender is successful.

4 declare to provide the Services as specified in the Contract Schedule 1 (Services) in accordance with the terms and conditions of the Contract.

5 declare to accept unreservedly the terms of the Contract without caveats or limitations as published at the Authority's website and execute the Contract (to incorporate relevant aspects of the Tender such as your prices) within 5 calendar days of being called upon to do so by the Authority.

6 warrant that all the information contained in the Response to the ITT is accurate and true and you undertake to notify the Authority of any changes as soon as practicable.

7 warrant that you have all the requisite corporate authority to sign this Tender and this Certificate of Conclusive Tendering.

signed on behalf of the Potential Provider

.....

Undertaking

The Authority requires all Potential Providers to make full and frank disclosure to the Authority in the form of a signed undertaking in respect of any or all of the following:

- a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) any convictions for a criminal offence committed by the Potential Provider (or being a company, by its officers or any representative of the company);
- c) any acts of grave misconduct committed by the Potential Provider (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;

- d) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Appendix A

Tenderer's Commercially Sensitive Information Form ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Date of applicability - Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Office of the Children's Commissioner

Sanctuary Buildings,
20 Great Smith Street,
London.
SW1P 3BT

Email: info.request@childrenscommissioner.gsi.gov.uk
www.childrenscommissioner.gov.uk