



MERTON COUNCIL

# Invitation to Tender

Contract No: DN635417

Title: Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)



**Important Notice:**

This documentation is non- transferable.

The instructions within this document are designed to ensure that all Tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified. Please follow the Tender Clarification Process if you require clarification on any sections of this Invitation to Tender. Failure to comply with the completion and submission requirements may result in the rejection of the tender. Submission of your tender using the Adam Procure will be deemed to indicate that the Tenderer accepts these conditions of participation.

If a tenderer considers that any of the information submitted in its tender should not be disclosed by the Authority under a Freedom of Information Act 2000 request, or Environmental Information Regulations 2004 request, it will have to set this out in the Freedom of Information Form provided by the Authority in ITT Schedule 3 Commercially Sensitive Information (Forms for Completion). The tenderer will accept any decision made by the Authority as set out in the Freedom of Information Form. This is explained further in this document.

## Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS),

**Document Guide:**

The Invitation to Tender to join the DPS (initial round) is made up of this ITT document and the following documents:

- DPS Admission Agreement (DAA) which includes the following schedules:
  - ❖ DAA Schedule 1 – Call-Off Terms and Conditions (COTC) which includes the following schedules:
    - COTC Schedule 1 – Specification
    - COTC Schedule 2 – Individual Placement Form
    - COTC Schedule 3 – Fees Invoicing
    - COTC Schedule 4 – Individual Placement Form Variation (template)
  - ❖ DAA Schedule 2 – Contract Management
  - ❖ DAA Schedule 3 – Agreement Variation (template)
  - ❖ DAA Schedule 4 – Fee Uplift Process
  - ❖ DAA Schedule 5 – Provider's Bid (made up of Accreditation and Enrolment information as outlined in the 'Application Guide')

After reading the documents listed above, you should complete the following steps if you wish to apply to be admitted to the DPS:

- Register and begin application on - <https://adamproviders.co.uk/>
- Submit the required documents as listed in 'Application Guide' including the following;
  - ❖ ITT Schedule 1 – Online Accreditation and Enrolment on Adam Procure
  - ❖ ITT Schedule 2 – Pricing Schedule
  - ❖ ITT Schedule 3 – Commercially Sensitive Information (requires signature)

**By applying to join the DPS, you agree that if successful in being admitted to the DPS, you shall sign the DPS Admission Agreement (DAA).**

## Contents

Important Notice.....	2
Document Guide .....	3
1. Scope and Context .....	6
London Borough of Merton .....	6
Background .....	6
Contract Details – Service Proposal.....	6
Delivery Specifics and Logistics.....	7
Admission to DPS.....	7
TUPE.....	7
2. Instructions to Tenderers .....	8
General.....	8
Procurement Procedure.....	8
Timescales for Initial Round.....	8
Additional Rounds.....	8
Requirement Clarification (pre-submission) .....	9
Preparation of Tender .....	9
Admittance to the DPS.....	10
Confidentiality and Freedom of Information.....	10
Tender Validity.....	10
Conditional Tender .....	11
Submission of Tenders .....	11
Right to Reject/Disqualify.....	12
Right to Cancel, Clarify or Vary the Process .....	12
Canvassing.....	13
Disclaimers .....	13
Collusive Behaviour .....	13
Parent Company Guarantee .....	13
3. Evaluation Process .....	14
Assessment of Accreditation and Enrolment.....	14
Award of Individual Placement Contract .....	14
Abnormally Low Bids .....	15
Council Not Bound.....	15
Contract Document.....	15

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS),

Transparency..... 15

4. Additional Information 16

Purchase Order and Invoicing Processes ..... 16

Exit Planning..... 16

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS),

## 1. Scope and Context

### London Borough of Merton

London Borough of Merton (LBM), the “Authority”, is a Borough in the Southwest of London. It was formed in 1965 when Boroughs of Mitcham and Wimbledon and the Urban Districts of Merton and Morden merged. It has an annual expenditure of over £550 million to keep vital services running. From a population of 206,263 there are 13.96% pupils in Merton schools, of whom 17% are with SEN provision. LBM operates in partnership with the NHS Southwest London Integrated Care Board.

This service is being commissioned on behalf of the Children, Schools and Families directorate. This is for children that have been assessed for an Education, Health and Care Plan (EHCP).

Merton SEND strategy (2020 – 2023) has the following six outcomes:

- Being healthy
- Staying Safe
- Enjoying and achieving
- Getting involved, having a say
- Becoming independent
- My Merton – connection with family, friends and the community

Supporting outcomes in relation to this are:

- Special Educational Needs and Disability (SEND): We are committed to working in partnership to make the necessary improvements for children and young people with SEND and their families.
- Implementing the Merton Special Educational Needs and Disabilities (SEND) Written Strategy
- SEND code of practice
- Support for vulnerable young people: Our role is to champion children, young people, parents and families. We want to improve life chances and close the achievement gap for vulnerable young people.

(Merton SEND Strategy, 2020-23)

### Background

LBM requires education placements for Children and Young People (CYP) with Education, Health and Care (EHC) Plans in Non-maintained and Independent Special Schools (NMISS). In order to standardize, the placement process and ensure the outcomes of these CYP are met sufficiently and equitably, LBM is creating a NMISS Dynamic Purchasing System (DPS).

This tender process is to allow Providers apply to join the DPS and sign a contract with The Authority such that they can then be consulted for placements for CYP with EHC Plans as the need arises.

### Contract Details – Service Proposal

The NMISS DPS aims to achieve the following outcomes:

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS),

- High quality education provision for CYP with EHC Plans requiring a placement with a NMISS
- Standardising the offer for CYP with EHC Plans in NMISS whilst ensuring equitableness across all provision for CYP with EHC Plans
- Simplifying the placement process through a single agreement with each Provider (school) with call-offs for individual placements

The DPS is anticipated to commence on **03<sup>rd</sup> April 2023** and will continue for a period of **5** year(s) (**60** months) unless terminated in accordance with the DPS Admission Agreement included in this Invitation to Tender. Individual call-offs, or Placements, may have different commencement and end dates.

The value of the services depends on the number of placements made under the DPS and as such no guarantee is given as to the actual volume or value of the contract.

Any quantities shown within this Invitation to Tender, and any relevant documentation are estimated, and the Authority gives no warranty as to the accuracy or completeness of any such quantities.

The Authority is open to considering innovative methods of delivery including partnerships between providers.

### **Delivery Specifics and Logistics**

The specifics of delivery shall be outlined in the Specification and Individual Placement Forms.

### **Admission to DPS**

In accordance with the information set out above, the Authority is seeking to admit all Providers to the DPS who meet the Authority's requirements. The Authority reserves the right to not admit any Provider at all.

### **TUPE**

The view of the Authority is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive will not apply to this contract, as there is no current service from which staff would be eligible to transfer. However, Tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the contract Terms and Conditions.

## 2. Instructions to Tenderers

### General

These instructions are designed to ensure that all tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified. Please use the discussion facility on the Adam Procure if you require clarification on any sections of this Invitation to Tender.

Tenderers should read these instructions carefully before completing their submission. Failure to comply with the completion of the Accreditation and Enrolment requirements may result in the rejection of the Application. Submission of your Application using the Adam Procure will be deemed to indicate that the tenderer accepts these conditions of participation.

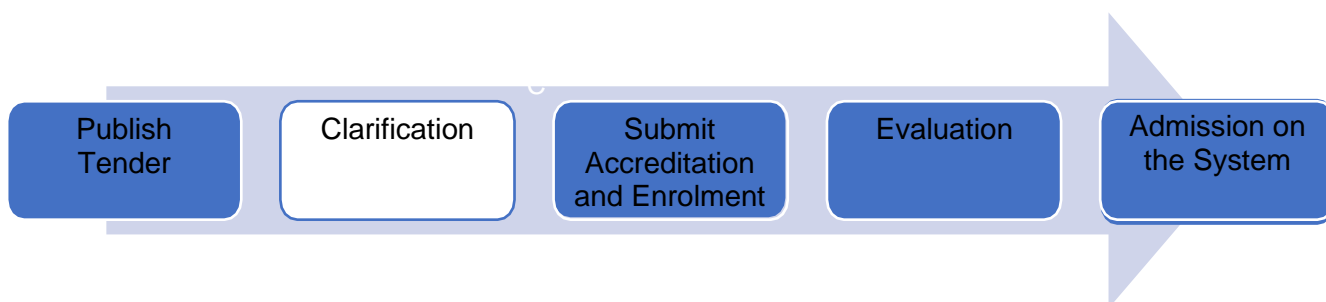
The Invitation to Tender consists of this document and the information held on the Adam Procure relating to this document. The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Authority. This Invitation to Tender is not transferable.

After reading this document and the documents listed on Page 2 above, tenderers must complete the following online forms and include the documents in their submission to the Adam Procure.

- ITT Schedule 1 – Online Accreditation and Enrolment on Adam Procure
- ITT Schedule 2 – Pricing Schedule
- ITT Schedule 3 – Commercially Sensitive Information (requires signature)

### Procurement Procedure

The total anticipated spend on these services falls above the relevant procurement threshold for service contracts, and the Authority is using a **Dynamic Purchasing System (DPS)** as permitted under the Light Touch Procurement Regime<sup>1</sup>, to procure the required Services, the process of which is set out below.



### Timescales for Initial Round

Set out below is the proposed procurement timetable:

<sup>1</sup> (Chapter 3, regulations 74-77 of PCR 2015)



Procurement Stage:	Date:
Publication of Contract Notice and Tender documents on Adam Provider Site	7 <sup>th</sup> November 2022
Clarification Closes	02 <sup>nd</sup> December 2022
Accreditation and Enrolment Closes	06 <sup>th</sup> January 2023
Accreditation and Enrolment Evaluation	09 <sup>th</sup> to 27 <sup>th</sup> January 2023
DPS Appointment Notices, Internal Approvals & DPS Admission Agreement Signing	February – March 2023
Delivery Commences (DPS is live) <i>Note: individual call-offs, or Placements, may have different commencement and end dates</i>	03 <sup>rd</sup> April 2023

These dates above are provided for information purposes only. The Authority does not guarantee to complete each phase by the date stated above.

### Additional Rounds

When the DPS is live, the Authority will endeavour to review new applications to join the DPS within 20 working days during School Term Time (as published [here](#) by London Borough of Merton).

Providers will be added to the DPS from the start of the next term after which their application was successful.

### Requirement Clarification (pre-submission)

All requests for clarification and other communication from Providers during the period of this procurement exercise must be directed to [supplychains@useadam.co.uk](mailto:supplychains@useadam.co.uk)

The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. No requests for clarification after **12 noon** on **02/12/2022** can be guaranteed a response.

In order to ensure equality of treatment, the Authority intends to publish the questions and clarifications raised by tenderers together with the Authority's responses (but not the source of the questions) to all participants. If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

### Preparation of Tender

The information contained within this document should be regarded as a statement of the Authority's current position as it is able to determine at this time. Providers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness

and validity of any information provided. In proceeding with the Accreditation and Enrolment on Adam Procure, Providers shall be deemed to have read and understood all of the tender documentation.

### **Admittance to the DPS**

The Authority may admit Providers to the DPS on the basis of a successful Accreditation and Enrolment. Admittance to the DPS and each award of a contract under the DPS are subject to the formal approval process of the Authority. Prior to awarding a contract under the DPS the Authority reserves the right to seek an updated assessment of the mandatory exclusions and financial standing sections of the Tenderer's Accreditation and Enrolment information submitted and reserves the right to not award a contract under the DPS should there be significant negative movement in any of these areas which, had they been evident at the time of the Accreditation or Enrolment, would have resulted in the Tenderer not being admitted to the DPS.

Until all necessary approvals are obtained no Providers shall be admitted to the DPS. Once the Authority has reached a decision it will notify all tenderers and those to be admitted would be required to sign the DPS Admission Agreement before admission.

### **Confidentiality and Freedom of Information**

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 ("EIR"), the Audit Commission Act 1998 and any other statutory obligation ("the Statutory Disclosure Duties") the Authority may be required to disclose or make available for public inspection information submitted by the tenderer to the Authority.

In respect to any information submitted by a tenderer that it considers to be commercially sensitive (or otherwise exempt from disclosure) the tenderer should:

- Clearly identify such information as commercially sensitive (or otherwise exempt from disclosure);
- Explain the potential implications of disclosure of such information; and
- Provide an estimate of the period of time during which the tenderer believes that such information will remain commercially sensitive (or otherwise exempt from disclosure).

Where a tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance its Statutory Disclosure Duties. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the tenderer should not attempt to answer the request without first consulting with the Authority.

### **Tender Validity**

The tenderer is required to hold the tender open for acceptance by the Authority for a period of 120 days from the closing date for the submission of tenders.

## Conditional Tender

Conditional tenders cannot be accepted. If a conditional tender is submitted, the Authority may (in its absolute discretion) either:

- invite the tenderer to withdraw the condition, failing which the tender shall be rejected; or
- reject the tender.

## Submission of Tenders

### (i) Documents Requiring Completion and Return

Please note the following key requirements:

1. If you fail to complete and return all of the items listed on Page 2, and repeated below, the Authority reserves the right to treat your submission as non-compliant and to reject it on this basis.
  - ITT Schedule 1 – Online Accreditation and Enrolment on Adam Procure
  - ITT Schedule 1 – Pricing Schedule
  - ITT Schedule 2 – Commercially Sensitive Information (requires signature)

Please note if you are submitting PDF copies of any documents they should also be returned in their original format.

2. All documents requiring a signature must be signed:

- where the tenderer is an individual by that individual.
- where the tenderer is a partnership, by at least two duly authorised partners;
- where the tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.

3. The tender and any documents accompanying it must be in the English language.

### (ii) Submission

Only submissions made via the Adam Procure will be considered. Adam Procure allows data entry and the uploading of attachments where applicable. Any additional documentation submitted outside of this, but not immediately apparent to the evaluator will be at risk of not being assessed.

**Please do-not embed any files in your response**, instead where required, clearly mark all appendices for each response provided. Any additional documentation submitted, but not immediately apparent to the evaluator may be at risk of not being assessed. It should also be noted that E-mail submission **cannot** be taken as meeting the deadline (and may raise problems with filter limits).

Tenders must be submitted via the Adam Procure, to arrive no later than **12pm (noon) on 06/01/2023**.

The Authority may, however, in its own absolute discretion extend the deadline for the

submission of tenders and in such circumstances the Authority will notify all tenderers of any change.

Please consider the fact that larger files will take longer to upload (for example, a 10MB file will take approximately 5 minutes on average to upload); you should therefore ensure that you leave enough time to complete your submission.

Instructions on how to submit your response can be found within the 'Help' facility in Adam Procure. These instructions should be consulted in order to ensure that your response is submitted correctly.

### **Right to Reject/Disqualify**

The Authority reserves the right to reject or disqualify a tenderer at any time prior to a contract being entered into where:

- The tenderer has, in the Authority's reasonable opinion committed a material misrepresentation in relation to the Accreditation and Enrolment information; expression of interest or any other aspect of the tender process; and/or
- There has been a change in identity or control of the Tenderer such that in the Authority's reasonable opinion, the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
- The tenderer fails to provide all the documentation specifically requested (including appendices).
- The Tender fails to meet any mandatory requirement(s) or fails to meet a stated threshold requirement specified in the ITT.
- The Tenderer at any time ceases to meet the discretionary or mandatory grounds for disqualification (under regulation 57 of the Public Contracts Regulations 2015) or any minimum selection criteria, upon which the tenderer was selected to participate in the tender at selection stage (under regulations 58, 60 and 61 of the Public Contracts Regulations 2015).
- The tenderer has canvassed an officer, elected member or agent of the Authority in connection with the tender.
- The tenderer has, in the reasonable opinion of the Authority, behaved in a collusive manner in connection with the tender process.

### **Right to Cancel, Clarify or Vary the Process**

The Authority reserves the right (but is under no obligation) to:

- Amend the Invitation to Tender process.
- Require the tenderer to clarify its tender in writing and/or provide additional information. (Failure to respond adequately may result in the tenderer not being selected).
- Not to award the contract at all for any reason whatsoever.

Discontinue the process at any time for any reason whatsoever without incurring liability to any tenderer.

## Canvassing

The Authority reserves the right to disqualify any tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority concerning this tender or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other tenderer, tender or proposed tender.

## Disclaimers

While the information contained in this Invitation to Tender is believed to be correct at the time of issue, neither the Authority, its members, officers, advisors, or other agents nor any other awarding authorities will accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Invitation to Tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer by or on behalf of the Authority.

This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this Invitation to Tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

## Collusive Behaviour

Any tenderer who:

- Fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other party; or
- Communicates to any party other than the Authority any amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or
- Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender; or
- Enters into any agreement or arrangement with any other party as to the amount of any tender submitted; or
- Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, shall be disqualified.

## Parent Company Guarantee

In the event of a tendering company having a parent company a Parent Company Guarantee may be required. This may be requested at or after the Accreditation and Enrolment and before

admittance to the DPS.

Tenderers are required to state, within their tender submission, if the above is applicable to them and if so, what organisation will be providing the guarantee.

The Parent Company Guarantee will form part of the DPS Admission Agreement should the tenderer be successful. If applicable, a signed DPS Admission Agreement returned without a signed Parent Company Guarantee will not be accepted.

### **3. Evaluation Process**

#### **Assessment of Accreditation and Enrolment**

The Accreditation and Enrolment information provided in Adam Procure will be evaluated on a Pass/Fail basis. Providers to whom grounds for mandatory rejection apply or who have been found to be in breach of obligations to pay taxes/social security contributions will be rejected. In addition, the Council may, at its discretion, reject any Provider to whom grounds for discretionary rejection apply.

Submissions failing to meet a minimum requirement threshold by scoring a 'Fail' against any of the questions will be rejected.

Where a Tenderer is rejected as above, they would be given feedback and provided the opportunity to make amendments and re-apply to be admitted onto the DPS.

#### **Award of Individual Placement Contract**

When the Council has a Placement need, it will create and distribute a Requirement through Adam Procure to the supply base. Offers submitted will be evaluated against their capacity and capability to meet the Requirements as well as value for money.

Further information regarding this process can be seen in the DPS Admission Agreement under clause 6 – Call Off Process and Operational Guide.

#### **Abnormally Low Bids**

Under Regulation 69 of Public Contracts Regulations 2015 if a tenderer returns an abnormally low- priced tender response, in relation to the spread of pricing received from other tenderers, the Authority reserves the right to request an explanation in writing from the tenderer of the offer or those parts which it considers contribute to the offer being abnormally low. The Authority will take account of the evidence provided in the response to a request in writing and will subsequently verify the offer or parts of the offer being abnormally low with the tenderer. Only at the end of this clarification period taking into account the individual facts, will the Authority decide whether the offer should be rejected or not. The Authority reserves the right to reject the offer when the evidence supplied does not satisfactorily explain the low level of price and costs. Any tenderer must return the clarifying information within two working days from issue by the Authority, via the Adam Procure.

#### **Council Not Bound**

The Authority does not bind itself to accept the lowest or any tender for all or any part of the

requirement and will not accept responsibility for any expense or loss which may be incurred by any tenderer in the preparation of the tender should the Authority decide to discontinue the tender process or for any other reason whatsoever.

Any discussions or correspondence between the Authority and tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any contract.

Unless agreed in writing by the **Authority's Contract Manager**, or another individual authorised by the Authority, no amendment or modification can be made to the Invitation to Tender documentation.

The Authority will not be bound by any contract until the Contract is embodied in a formal document and signed by all parties.

### **Contract Document**

All Providers must sign the DPS Admission Agreement as part of the online Accreditation and Enrolment.

Following the award of a placement as outlined in 'Clause 6 Call-Off Process' of 'DPS Admission Agreement' the Individual Placement Form will be signed by all parties in line with the Call off Terms and Conditions including all its schedules.

### **Transparency**

The Authority may disclose with other Public Sector Contracting Authorities any of the Tenderer's information/documentation (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific tender information) submitted by the Tenderer to the Authority during this Procurement. The information will not be disclosed outside of the public sector. Tenderers taking part in this competition consent to this as part of the competition process.

## **4. Additional Information**

### **Purchase Order and Invoicing Processes**

Providers will need to send an invoice for each individual CYP's core Fees on a Seasonal Term basis in advance, calculated as the total annual cost for the CYP divided into three (3) equal sums. The Authority shall endeavour to pay invoices within 30 working days of receiving an invoice or the first (1st) day of the term the invoice relates to, whichever is latest.

If Providers invoice earlier than 30 working days prior to the first (1st) day of the term and/or the invoice does not clearly state the first (1st) day of the term it relates to as the due date for payment, there may be a delay in processing the invoice.

Providers should include additional Fees, such as the cost of agreed interventions/therapies, where these are known in advance of the Academic Term, in the same invoice as the core Fees and also in advance, calculated on an hourly/daily basis as appropriate, otherwise these should be invoiced on a monthly basis in arrears. If an intervention/therapy ends and the Authority has paid in advance, the sum of the intervention/therapy not accessed must be

deducted from the next invoice for core Fees, unless the Placement ends prior to this deduction, in which case the Authority will invoice the Provider for the monies to be recovered.

If the Placement ends mid-term, the Provider will process a refund and issue a credit note for any advance core Fees paid and not accessed by the CYP.

Where a refund under clause 2.5.5 (a) of the Call-Off Terms and Conditions (COTC) is due, this may be deducted from the next invoice for core Fees if the Authority gives written agreement when the Authority serves notice. If the Authority does not agree to a deduction in its notice or the Placement is due to end prior to the next payment date, the Provider must make payment within thirty (30) days of the notice. If a refund relates to the Placement of more than one CYP and cannot be calculated on an individual level, it should be deducted proportionally across all Placements held with the Provider under this Agreement based on the individual CYP's Fees. For example, if CYP A's core Fees are £20,000 and another CYP B's are £30,000, CYP A's invoice shall have 2/5 of the refund due deducted whilst CYP B's invoice shall have 3/5 of the refund due deducted.

Payment is made by BACS and where the Provider is new to London Borough of Merton, a vendor number will need to be set up. Bank information including the account name should be sent to the SEN inbox [sen@merton.gov.uk](mailto:sen@merton.gov.uk) Bank information should be sent on a letter headed document so that due diligence verifications can be undertaken by London Borough of Merton's Transactions Team.

A Purchase Order for each term is required. If the Provider want the Purchase Order for their records, they should email the SEN inbox [sen@merton.gov.uk](mailto:sen@merton.gov.uk) to request one before an invoice is raised. Invoices should be sent to the SEN inbox [sen@merton.gov.uk](mailto:sen@merton.gov.uk)

### **Exit Planning**

It is important that the eventual exit from this contract is considered, either by renewal, requirement discontinuation, or contract termination.

Placements made under this contract shall remain under these terms until their conclusion.

### **IMPORTANT NOTE**

**If your organisation is currently subject to changes in ownership, including but not limited to sale of the business division, management buy-out, merger, acquisition, or any other form of significant change, or is reasonably expected to be subject to such changes during this tender process, please provide an explanation of these changes and how they are expected to affect your submission. It should be noted that should such changes occur during the tender process it may result in all aspects of the process being re-evaluated.**