



INFORMATION AND INSTRUCTIONS FOR COMPLETING AND RETURNING A FURTHER COMPETITION FOR

FRAMEWORK FOR CARE AND SUPPORT AT HOME 2017-2022

.....

Contents

Section	Description
1	Introduction
2	General Information
3	Important Notices and Conditions for Tendering
4	Additional Terms and Conditions
5	Instructions to Tenderers
6	Submission Requirements
7	Evaluation Process
8	Provider Checklist

Section 1 – Introduction

1.1. Description of Services

Bournemouth and Poole Council and the CCG(Clinical Commissioning Group) previously tendered the opportunity for providers to join the Care and Support Framework, this was originally awarded in November 2017.

The Framework is now being reopened under Further Competition to allow Christchurch providers and New providers in the Bournemouth and Poole locality the opportunity to join The Care and Support at Home Framework.

The Care and Support at Home Framework is a joint procurement between Bournemouth Christchurch and Poole Council (BCP) and the CCG (Clinical Commissioning Group) known in this document as (“the Commissioner”). Bournemouth Christchurch and Poole Council is leading the Procurement.

A Framework Agreement is an agreement that sets out the terms under which individual contracts (call offs) are let during the contract period.

Care and Support at Home (known as domiciliary care and community home care) is a key option for people across Bournemouth Christchurch and Poole, to help them to maintain independence and live at home for longer.

This service aims to support vulnerable Service Users aged 18 years and above, to maintain their well-being and maximise their independence through the provision of high quality responsive care and support services to meet the outcomes identified in the Care and Support Plan/Health Outcome Plan, whether they are in receipt of either individual, or council managed budgets, or those receiving NHS Continuing Healthcare across Bournemouth Christchurch and Poole.

The Care and Support at Home service will be delivered between the hours of 6am to 11pm 365 days per year (24 hours for CHC) and is for all Service Users including older people, people with mental health conditions, people with physical disability including sensory loss or impairment, individuals with dementia, people in need of carers home based support or night care (waking and sleep in nights), live in care, end of life care, people leaving hospital and those living in extra care in Bournemouth and Christchurch. The Service does not include provision of support for people with a requirement for specialist Learning Disability care, except on occasions where the required support is not considered specialist in nature.

It is a holistic service which aims to maximise integrated partnerships between available community resources and the Provider to help each Service User achieve the outcomes that matter to them in their life

Extra Care Housing is a housing option to enable independent living with care and support provided as appropriate, in individually tenanted and self-contained accommodation

Within this tender the Council are opening the opportunity for all providers on the Care & Support Framework, the option to bid for the Extra Care Scheme, Further-Competition.

The Council are therefore asking all providers on the Care & Support framework to confirm if they wish to be bid for this Extra Care opportunity.

This Further-Competition opportunity also includes the following Extra Care Scheme:

Shaftesbury Court

1.2. Specification:

The specifications which outlines the requirements for this contract are attached as separate documents. Please see the documents;

- Service Specification Schedule One – Specification and Associated Documents
- Service Specification Schedule Two – Payment and Invoicing
- Service Specification Schedule Three – Performance Framework and Monitoring Measures
- Service Specification Schedule Four – Brokerage Referral and Authorisation Process
- Service Specification Schedule Five – Medicines Guidance
- Service Specification Schedule Six – Legislative and Policy Framework
- Service Specification Schedule Seven (including 7a & 7b) – Extra Care Service Conditions
- Service Specification Schedule Eight – Carers Service Conditions

1.3. Attachments:

The below is a list of all of the attachments that have been provided as part of the tender as separate documents. Providers must ensure that they have reviewed all attachments:

1. Supplier Response -- Part A – Supplier Questionnaire
2. Supplier Response – Part B – Minimum Requirements
3. Supplier Response – Part D – Quality Evaluation
4. Supplier Response – Part E – Form of Tender and Anti Collusion Certificate
5. Indicative Hours Spreadsheet
6. Shaftesbury Court TUPE Information
7. Shaftesbury Court Service Detail
8. Office space information Shaftesbury Court

1.4. Terms and Conditions:

- Care and Support at Home BCP Framework Agreement
- Care and Support at Home BCP Care Call off Terms and Conditions

1.5. Extra Care

The Council are also opening the opportunity for all providers on the Care & Support Framework, the option to bid for the Extra Care Scheme, Further-Competition.

The Council are therefore asking all providers on the Care & Support framework to confirm if they wish to be bid for this Extra Care opportunity.

If you wish to be included for this Extra Care opportunity, please ensure that you complete section 1 of Supplier Response, Part D Quality Evaluation document and submit before the tender deadline.

1.6. Contract Duration

The original Framework was originally in place for five years with the option to extend the contract annually for a further two years from 1 November 2017.

After contracts are awarded following the reopening of the Framework through this tender, if all extensions are taken, the total remaining length of the contract would be five years.

The anticipated contract start dates are:

Care & Support Framework Contract Start Date 16 August 2019

Extra Care Scheme, Shaftesbury Court Contract Start Date 7 October 2019

The Framework may reopen during the period of the contract when additional capacity is required.

1.7. Estimated Value

The original estimated value of the contract from the 1 November 2017 start date including any possible extensions is £120,000,000.00.

The estimated value of the Extra Care Further-Competition for Shaftesbury Court is:

Shaftesbury Court £288,600pa

The hourly rates used in this calculation are as per the current Care & Support framework rates.

Care and Support Hours per week:	185.00
Background Hour per week:	185.00
Total Hours per week:	370

1.8. Procurement Procedure

The Council is carrying out this procurement under the Light Touch Regime pursuant to the Public Contracts Regulations 2015 (as outlined within the EU Procurement Directives) which best meets the Council's requirements. During the tender process, the Council may adopt a negotiated procedure.

Once the contract has been awarded following this procurement exercise, the contract may be further modified during the life of the contract, in line with the Public Contract Regulations 2015 Clause 72.

The purpose of this Further Competition is to obtain information to assess your organisation's financial and non-financial resources, assess your capacity to deliver and to view relevant policies and procedures in order for the Commissioner to determine whether you are potentially able to deliver the proposed requirement under this contract.

The tenders will be evaluated with the following weightings;

- 100% - Quality

Further details of the Evaluation Process can be found in Section 8 of this document.

How the Framework will operate and packages of care awarded

There are 2 main areas of work that Providers can be awarded under this Framework they are as follows;

- Core Care and Support at Home Services Care Packages
- Extra Care Schemes

Contracts will be awarded on a quality ranking and zone/postcode basis to ensure that there is coverage across all three areas (Bournemouth Christchurch and Poole). Providers will be ranked in order of their highest score where they meet minimum requirements and achieve minimum scores.

The Framework will be considered closed when capacity requirements have been reached. Once this stage is complete Providers accepted on the framework will no longer be ranked.

New packages of care will be offered to all Providers on the framework daily via the Brokerage Team or via the Carers Home Based Support procedures and will be allocated on a first come first served basis to a provider that can best meet the needs of the Service User (e.g. the provider who responds and accepts the package of care first will receive the work if they can meet the needs of the Service User as requested).

The Framework may reopen at various points during the contract period to add new Providers when there is a need for additional capacity and the existing Providers on the Framework cannot meet demand.

In re-opening competition, the Authority shall issue a further competition to potential new suppliers. The further competition will be advertised through the procurement portal www.supplyingthesouthwest.org.uk and the Contracts Finder on www.gov.uk/contracts/finder

The further competition will use the same evaluation criteria and scoring model that was used in the initial tender for the Framework. Providers will be able to indicate their capacity for work in their submission. Existing Framework Providers do not need to resubmit tenders unless they wish to be considered for the Extra Care Scheme Further Competition.

Providers bidding for new work will be ranked in order of their highest score subject to demonstrating that Providers meet minimum requirements and achieve minimum scores. The highest ranked Provider will be awarded a contract first. If the number of hours available exceeds the highest ranked Provider's declared minimum capacity, the remaining hours will then be allocated to the next highest ranking Provider. This process will continue until all hours are allocated. The Framework will then close until there is a need to re-open the Framework.

Extra Care Award

Providers must be on the Framework to apply for the Extra Care Lots. In this tender, there is an opportunity to bid for one Extra Care Scheme in Bournemouth, Shaftesbury Court.

The Extra Care lots have their own evaluation criteria. The highest ranked supplier for each lot will be awarded the extra care scheme.

1.9. Procurement Timetable

The proposed timetable for the procurement exercise is set out below. This is intended as a guide and whilst the Commissioner does not intend to depart from the timetable, it reserves the right to do so at any stage. The successful Provider should be available from contract award to commence the service immediately.

Timetable Item	Date
Further Competition Issued	02/04/19
Last Date for Questions and Clarifications	02/05/19
Deadline for Further Competition Submission	09/05/19 By 14:00
Interview Dates	01/07/19-19/07/19
Notification of Tender Outcome to Providers	05/08/19
Care & Support Framework Contract Start Date	16/08/19
Extra Care Scheme, Shaftesbury Court Contract Start Date	07/10/2019

Section 2 - General Information

Glossary

All defined terms shall have the meaning given to them below. Terms not defined below shall have the meaning given to them in the Contract, including the Schedules. In the event of any inconsistency between the below defined terms and the Contract, the below defined terms shall take precedence for the purpose of this Further Competition only.

“Associated Documents” means all of the tender documentation, guidance, clarifications and project documentation issued by the Commissioner and its advisers and any further information received via communication with the Commissioner and its advisers and/or all information made available on ProContract during the tender process by the Commissioner

“Contract” means save where otherwise provided for in this Further Competition, the agreement to be awarded by the Commissioner pursuant to, and in respect of, the procurement, a draft of which is attached to this Further Competition.

“Council” means the public sector contracting Council, or anyone acting on behalf of the contracting Council, that is seeking to invite suitable Providers to participate in this procurement process.

“Further Competition” means this Further Competition issued by the Commissioner

“ProContract” means the site managed by the Commissioner by which the Providers may access documents relevant to this procurement and submit tenders

“You”/“Your” or **“Provider”** means the body completing these questions. i.e. the legal entity seeking to enter into a contract with the Commissioner and responsible for the information provided. The “Provider” is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

2.1. The Further Competition

- 2.1.1. This Further Competition is issued inviting tender submissions from organisations wishing to enter into a Contract with Bournemouth Christchurch and Poole Council and the CCG (Clinical Commissioning Group) known as (“the Commissioner”).
- 2.1.2. This Further Competition is being openly advertised and sets out how the Commissioner will conduct the procurement process.
- 2.1.3. All of the Further Competition documents are supplied to Providers electronically. The Commissioner has adopted a web-based electronic Provider and contract management system to manage all Tender processes. The eTendering tool the Commissioner uses is called ProContract and can be found at www.supplyingthesouthwest.org.uk.
- 2.1.4. It is the Provider's responsibility to:
 - 2.1.4.1. fully familiarise themselves with the nature and extent of the requirements and obligations that are needed to meet the Commissioner’s requirements and all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect a Tender; and
 - 2.1.4.2. ensure that they have all relevant necessary information and to undertake due diligence, seek additional information or ask for clarification if necessary in order to submit a compliant Tender (including price).
- 2.1.5. Providers shall be deemed to have satisfied themselves with the nature and extent of the requirement and obligations that are needed to meet the Commissioner’s requirements and the Commissioner will not accept any claim or request for a variation to the terms of any Contract as a result of any failure by a Provider to seek clarification or undertake due diligence, or any liability for any claim or variation made on the grounds of insufficient knowledge of the nature or extent of the procurement
- 2.1.6. Providers participate entirely at their own risk and expense and will be solely responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation and submission of their Tenders regardless of whether a Contract is awarded. Under no circumstances will the Commissioner or any of its advisors be liable for costs of expenses borne by the Providers or any of its supply chain members or advisors in this process.

2.2. Tender Enquiries and Clarification

- 2.2.1. If a Provider is in any doubt as to the interpretation of any part of this document, or if a Provider wishes to request additional information or raise any query in connection with the procurement, they must raise a question within ProContract to the Project Team who will answer the query prior to the submission of Tenders. The latest date you can raise your query is indicated in the procurement timetable at the start of this document.

2.2.2. Providers are encouraged to make the best use possible of the clarification process. Providers must ensure that they have understood the Commissioner's requirements and any comments received as part of a Provider's Further Competition submissions in respect of the Contract such as:

2.2.2.1. "for discussion";

2.2.2.2. "to be worked up in discussion with the Commissioner",
or

2.2.2.3. other similar statements, or drafting notes,

are likely to fare worse on evaluation and may render the Tender unacceptable.

2.2.3. Further details on the submission of questions / clarifications is set out in Section 4 of this document.

2.2.4. The Commissioner may undertake any necessary post-Tender clarification with Providers following submission of Tenders.

2.3. Presentations, Interview and Site visits

2.3.1. Following submission of responses and during the clarification stage, the Commissioner reserves the right to require each Provider to provide a presentation and/or question and answer session (Interview) for its Tender to the Commissioner to illustrate and clarify the Tender. Details of any presentation/interview and the areas to be covered in the question and answer session shall be communicated to the Providers in due course.

2.3.2. The Commissioner may also request a Site visit. Again, details of this will be confirmed to the Providers in due course.

2.3.3. Any presentation, interview, bid clarification and site visit will not be scored in their own right (unless this is stated within the Evaluation Process), but may where relevant be taken into account in determining the final evaluation scores.

2.4. Financial References and Tender Verification

2.4.1. At its discretion, the Commissioner may also undertake financial checks and request financial and/or technical references at any stage of the procurement process.

2.5. Award Announcement and Preferred Bidder Status

2.5.1. Following submission of the Tenders, and after any clarification questions that may be required, the Commissioner may select a Preferred Bidder[s] on the basis of the MEAT by applying the Evaluation Criteria.

2.5.2. Where selecting a Preferred Bidder, there may be further engagement in order to ensure that the successful Tenderer's solution is reflected and codified into the contractual documentation.

2.5.3. The Commissioner will notify acceptance through ProContract to the successful Provider[s]. The Commissioner will notify the unsuccessful Providers in the same way. Providers must not contact the Commissioner to find out the outcome before such notification is issued.

2.5.4. Once an award decision has been reached then the Commissioner will issue Award Decision Notices in order to commence the 10-day standstill period required under Public Contracts Regulations 2015.

2.6. Acceptance of Tenders

2.6.1. No Tender is deemed accepted until the Contract and any associated contractual documents have been duly signed on behalf of the Commissioner. Only the expressed terms of any written Contract which is finally agreed and signed for and on behalf of the relevant parties which is duly declared unconditional should have any contractual effect.

2.7. Indicative Procurement Timetable

2.7.1. The Commissioner's indicative procurement timetable can be found within this document in the table above.

2.7.2. Whilst the Commissioner does not intend to depart from the timetable, the Commissioner reserves the right to amend the timetable or extend any time period as it sees fit. Any amendments made by the Commissioner in respect of key dates will be communicated to the Providers via ProContract.

2.8. Transfer of Undertakings (Protection of Employment) (TUPE)

2.8.1. The application of TUPE will always be a matter of law based on the individual circumstances of the particular transfer and Providers should seek their own legal advice.

2.8.2. If the Commissioner is not the employer of any transferring staff it is not in a position to guarantee the accuracy of this information. Providers are reminded that all information provided as part of this Tender process relating to staffing and pensions must be treated as confidential and only used in accordance with the requirements of this Further Competition.

Section 3 - Important Notices and Conditions for Tendering

3.1. Notes for Completion

- 3.1.1. Any information and/or documents submitted in response to this Further Competition must relate to the Provider only. The Provider must be the organisation (unless applying on behalf of a consortium) which will enter into any proposed formal contract with the Commissioner if successful at the end of the competitive exercise.

3.2. Confidentiality

- 3.2.1. The Further Competition and all associated tender documentation, guidance, clarifications and project documentation issued by the Commissioner and its advisers and any further information received via communication with the Commissioner and its advisors and/or all information available on ProContract during the Tender process (the "Associated Documents") are being made available by the Commissioner on condition that:
 - 3.2.1.1. Providers shall at all times treat the Further Competition and the Associated Documents as confidential;
 - 3.2.1.2. Providers shall not disclose, copy, reproduce, distribute or pass the Further Competition and the Associated Documents to any other person at any time or permit the occurrence of any of the foregoing;
 - 3.2.1.3. Providers shall not use the Further Competition and the Associated Documents for any purpose other than for the purposes of preparing (or deciding whether to prepare) a Tender; and
 - 3.2.1.4. Providers shall comply with the provisions of paragraph 25 below (Publicity) which contains restrictions on publicity activity within any section of the media or similar.
 - 3.2.1.5. Providers shall ensure that each member of the Providers Team who receives any of the Further Competition information and the Associated Documents is made aware of, and complies with, the provisions of this paragraph as if they were a Provider.
- 3.2.2. Providers may disclose, distribute or pass the Further Competition and the Associated Documents to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers to the Provider) if either:
 - 3.2.2.1. this is done for the sole purpose of enabling a Tender to be prepared and the person receiving the Further Competition and the Associated Documents undertakes in writing to keep the Further Competition and the Associated Documents confidential on the same terms as set out in this Further Competition; or

- 3.2.2.2. the Provider obtains the prior written consent of the Commissioner in relation to such disclosure, distribution or passing of the Further Competition and the Associated Documents.
- 3.2.3. The Commissioner may disclose detailed information relating to the Tenders to the Commissioner's members, directors, officers, employees, agents, advisers or auditors and the Commissioner may make the documents relating to the Tenders available for private inspection by such persons.
- 3.2.4. The Commissioner will act reasonably as regards the protection of commercially sensitive information relating to the Tender, subject to the Commissioner's duties under the Freedom of Information Act 2000. The Commissioner may also disclose Further Competition information to its officers, employees, agents or partners for the purposes of conducting this procurement exercise and subsequent contract management.

3.3. Freedom of Information (FOIA)

- 3.3.1. The Commissioner may disclose tender information to its officers, employees, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.
- 3.3.2. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FOIA"), the Commissioner may be required to disclose information submitted by a Provider in response to a request made pursuant to the FOIA.
- 3.3.3. If a Provider considers that any of the information included in its response to the Further Competition is commercially sensitive and/or confidential, the Provider should clearly identify it by highlighting specific text, figures and diagrams etc., and detail:
 - 3.3.3.1. (in broad terms) what harm may result from disclosure if a request is received;

and
 - 3.3.3.2. the time period applicable to that commercial sensitivity.
- 3.3.4. The use of blanket protective markings such as 'commercial in confidence' will not be acceptable. In addition, marking any material as confidential or equivalent should not be taken to mean that the Commissioner accepts any duty of confidentiality by virtue of such marking.
- 3.3.5. Please note that even where Providers have indicated that information is commercially sensitive and/or confidential the Commissioner may be required to disclose it under the FOIA if a relevant request for information is received.
- 3.3.6. The Commissioner considers the Code of Practice issued under section 45 of the FOIA when dealing with requests for information. Where it is deemed appropriate, the Commissioner may ask Providers for their views as to the release of any information

before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Commissioner must comply with a strict timetable and the Commissioner would, therefore, expect a timely response to any consultation within two working days.

- 3.3.7. The decision as to which, and to what extent, information will be disclosed is reserved to the Commissioner, notwithstanding any reasonable consultation with Providers.
- 3.3.8. By submitting an Further Competition the Provider agrees to this information being securely held by the Commissioner.

3.4. Accuracy of Information

- 3.4.1. The Further Competition and the Associated Documents have been prepared by the Commissioner in good faith but do not purport to be comprehensive or to have been independently verified and the Commissioner does not make any representation or warranty as to the accuracy or completeness of the Further Competition and Associated Documents, or the reasonableness of the assumptions on which it may be based. Providers should not rely on the information contained in the Further Competition and the Associated Documents and should carry out their own due diligence checks and verify the accuracy of the information contained in the Further Competition and the Associated Documents. Nothing in this Further Competition and the Associated Documents is, or should be construed as, a promise or representation as to the future.
- 3.4.2. Providers considering entering into a contractual relationship with the Commissioner should make their own enquiries and investigations of the Commissioner's requirements beforehand. The subject matter of this Further Competition and the Associated Documents shall only have contractual effect when it is contained in the express terms of the executed Contract.
- 3.4.3. None of the Commissioner's members, directors, officers, employees, agents or advisers make any representation or warranty (express or implied) as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Further Competition and the Associated Documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Provider on the Further Competition and the Associated Documents or any part of it).

3.5. Provider Due Diligence and Warranties

- 3.5.1. In submitting its tender, the Provider warrants, represents and undertakes to the Commissioner that:-
 - 3.5.1.1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Commissioner by the Provider, its staff, agents or advisers in connection with or arising out of the Further Competition and/or the

Associated Documents are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Tender;

- 3.5.1.2. it has made its own investigations and undertaken its own research and due diligence (and relied on its own knowledge and expertise) and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Further Competition and the Associated Documents and that it has not submitted its Tender in reliance upon any information, representation or assumption which may have been made by or on behalf of the Commissioner (save in respect of any information which is expressly warranted by the Commissioner under the terms of the final Contract); and
- 3.5.1.3. it has full power and Council to respond to this Further Competition and the Associated Documents and to perform the obligations in relation to this Project and will, if requested, produce evidence of such to the Commissioner's reasonable satisfaction.
- 3.5.2. Where there is a change to the information provided to the Commissioner at any time the Provider must advise the Commissioner as soon as practicable, even if this is after the date of submitting Tenders, and disclose such changes in full.
- 3.5.3. Providers shall be responsible for ensuring that their Tenders comply with the requirements set out in this Further Competition and the Associated Documents.

3.6. Conflicts

- 3.6.1. The Commissioner requires all actual or potential conflicts of interest to be resolved to the Commissioner's satisfaction prior to the submission of a Tender in response to this Further Competition and the Associated Documents. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Commissioner may result in a Provider being disqualified.

3.7. Canvassing

- 3.7.1. The Commissioner reserves the right to disqualify (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a Provider or a member of the Provider's Team may attract) any Provider or member of the Provider's team who, in connection with this Further Competition or any Associated Documents:-
 - 3.7.1.1. offers, gives or agrees to give to any person any inducement, fee or reward to any member or officer of the Commissioner or any person acting as an adviser for the Commissioner in connection with this Further Competition or any Associated Documents;
 - 3.7.1.2. does anything which would constitute a breach of the Bribery Act 2010;

- 3.7.1.3. canvasses any member or officer of the Commissioner or any person acting as an adviser for the Commissioner in connection with this Further Competition or any Associated Documents;

or

- 3.7.1.4. contacts any officer of the Commissioner prior to Contract Close about any aspect of the Further Competition or any Associated Documents in a manner not permitted by this Further Competition (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Provider of such officer) or any Associated Document

- 3.7.2. Providers are required to complete the Anti-Collusion and Canvassing Certificate contained within the Tender documents confirming that none of the matters set out above applies when submitting their Tender.

3.8. Non-Collusion

- 3.8.1. The Commissioner reserves the right to disqualify (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a Provider may attract) any Provider who, in connection with this Further Competition or any Associated Documents:-

- 3.8.1.1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Provider or member of the Provider's team (other than a member of its own consortium or supply chain);

- 3.8.1.2. enters into any agreement or arrangement with any other Provider or member of the Provider's team to the effect that he shall refrain from submitting a Tender or as to the amount of any Tender to be submitted;

- 3.8.1.3. causes or induces any person to enter such agreement as is mentioned in this document or to inform the Provider or member of the Provider's team of the amount or approximate amount of any rival Tender;

- 3.8.1.4. offers or agrees to pay or give or does pay or give any sum of money, inducement or 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 works and/or services or any act or omission;

or

- 3.8.1.5. communicates to any person other than the Commissioner the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

- 3.8.2. Providers are required to complete the Form of Tender and Anti-Collusion Certificate contained within the tender documents confirming that none of the matters set out above applies when submitting their Tender.

3.9. Intellectual Property

- 3.9.1. The copyright in this Further Competition and the Associated Documents is vested in the Commissioner. This Further Competition and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Commissioner except in relation to the preparation of a Tender. All documentation supplied by the Commissioner and the Commissioner in relation to this Further Competition and the Associated Documents is and shall remain the property of the Commissioner and must be returned on demand, without any copies being retained.
- 3.9.2. The Commissioner reserves the right to require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Tender resulting in the award of contracts.

3.10. Publicity

- 3.10.1. Providers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after Contract Close, any publicity activity with any section of the media in relation to the Project other than with the express prior written agreement of Council. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.
- 3.10.2. All media enquiries are to be directed to the Commissioner and Providers shall not make any press statement or speak to any member of the print or broadcast media in connection with their Tender or the Project without first obtaining the Commissioner's written consent.

3.11. Council's Right to Reject or Abandon

- 3.11.1. The Commissioner does not make any representation that a contract shall be offered in accordance with this Further Competition and the Associated Documents, the publication of which in no way commit the Commissioner to award any contract pursuant to any procurement process for the Contract.
- 3.11.2. The Commissioner reserve the right to reject or disqualify a Provider at any time where:-
 - 3.11.2.1. a Tender is submitted late, and/or incomplete or which does not comply with the requirements of this Further Competition or Associated Documents;
 - 3.11.2.2. the Tender is unable to satisfy the terms of Regulation 19 or Regulation 58 of the Public Contracts Regulations 2015 at any stage during the procurement process;
 - 3.11.2.3. the Provider is guilty of material misrepresentation or false statement in relation to its application and/or the process;

- 3.11.2.4. the Provider contravenes any of the terms and conditions of this Further Competition or any Associated Documents;
 - 3.11.2.5. there is a change in identity, control, financial standing, structure other factor impacting on the selection and/or evaluation process affecting the Provider;
 - 3.11.2.6. the Provider introduced a material change to any aspect of its Tender;
 - 3.11.2.7. the Provider breaches the terms and conditions of use for ProContract; or
 - 3.11.2.8. the Provider fails to meet a pass threshold as set out in the Evaluation Criteria.
- 3.11.3. The disqualification of a Provider will not prejudice any other civil remedy available to the Commissioner and will not prejudice any criminal liability that such conduct by a Provider may attract.

3.12. Bidding Process and Costs

- 3.12.1. The Commissioner reserves the right at any time:-
- 3.12.1.1. not to consider Tenders other than those specified and submitted in accordance with the terms of this Further Competition and/or the Associated Documents;
 - 3.12.1.2. to issue amendments or modifications to the Further Competition and/or the Associated Documents during the procurement process;
 - 3.12.1.3. to seek clarification of any aspect of a Provider's Tender (failure to respond adequately may result in a Tender being rejected);
 - 3.12.1.4. to alter the timetable of any aspect of the procurement including (but not limited to) the anticipated date of Contract Close;
 - 3.12.1.5. to accept any Tender in whole or in part;
 - 3.12.1.6. not to award a contract; and/or
 - 3.12.1.7. to cancel or withdraw from the procurement process at any stage.
- 3.12.2. Any costs or expenses incurred by any Provider or any other person will not be reimbursed by the Commissioner and neither the Commissioner nor any of their representatives or advisers will be liable in any way to any Provider or any other person for any costs, expenses or losses incurred by any Provider or any other person in connection with this procurement process.

3.13. Fraud

- 3.13.1. Effective anti-fraud and control measures are a key element of good administration to protect public funding. Both Provider and sub-contractors are expected to have in

place systems and processes that seek to prevent fraud and ensure that it will be detected and reported on promptly if it does occur.

Section 4 – Additional Terms and Conditions

4.1. In addition to the Terms and Conditions which are attached as a separate document, the following mentioned below also apply:

4.1.1. Prevention of Corruption

4.1.1.1. The Commissioner may terminate this contract and recover all its loss if the Provider, its employees or anyone acting on the Provider's behalf do any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Provider does not know what has been done); or
- (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- (c) commit any fraud in connection with this or any other Council order or contract whether alone or in conjunction with the Commissioner's Members, Providers, Providers, or employees.

4.1.1.2. Any clause limiting the Provider's liability shall not apply to this clause 4.1.1

4.1.2. Right to Purchase Elsewhere

4.1.2.1. If the Provider fails to deliver the Goods/Services or any part thereof within the time or times specified in the Contract, the Commissioner may, without prejudice to any other remedy for breach of contract, reserves the right to either:

- (a) terminate the Contract either wholly or in respect of that part of the Contract for which the Provider is in default; and/or
- (b) purchase the relevant Goods/Services of the same or similar description to make good the default; or in the event of the Contract being wholly determined to procure the goods or services required from any third party without any obligation to the Provider in respect of the Contract.

4.1.3. British Standards

4.1.3.1. Where a British Standard Specification or British Standard Code of Practice or other recognised standard laid down by a regulatory body for the industry concerned applies to any or all goods and materials used or supplied and the workmanship shall be at minimum to such standards required.

4.1.4. Access to Provider's Sites

- 4.1.4.1. The Provider will permit appropriate and properly authorised and trained representatives of the Commissioner to enter upon a construction site and/or site of operation for the Services at any reasonable time and have free and unfettered access to each and every part of the area covered by the Contract affected.

4.1.5. Publication of Spend

- 4.1.5.1. The Provider is advised that local authorities are required by the Government to publish details of all spending over £500, including details of contracts and Tenders over £500.
- 4.1.5.2. The Provider is advised that the Commissioner may therefore publish details (to the extent and in the manner required by the Government) of the Tender process and any contract awarded.
- 4.1.5.3. The Provider must comply with any reasonable request from the Commissioner in order to assist the Commissioner in complying with its obligations in respect of this requirement.

4.1.6. Compliance with Legislation and the Commissioner's policies and procedures

- 4.1.6.1. The Commissioner has obligations and duties under the Freedom of Information Act 2000. The Provider will facilitate the Commissioner's compliance with the Commissioner's obligations under these provisions and comply (at its own cost) with any reasonable request from the Commissioner for that purpose. The Provider will note particularly that the Commissioner may be required to provide information relating to this procurement, the Contract or the Provider to a third party in order to comply with its obligations under these provisions.
- 4.1.6.2. The Provider will in the performance of the Contract comply with the Equality Act 2010 (as amended and superseded from time to time) and any relevant codes of practice and best practice guidance issued by the Government and the appropriate agencies.
- 4.1.6.3. The Provider will in the performance of the Contract act as if the Provider was a public authority for the purposes of the Human Rights Act 1998.
- 4.1.6.4. The Provider will comply with the Commissioner's equal opportunities policies (available from the Commissioner on request) in the performance of its obligations under the Contract.
- 4.1.6.5. In the performance of the Contract the Provider will comply with the Commissioner's Financial Regulations and Procurement Rules. Where the Provider purchases goods, works or services on behalf of the Commissioner in the course of providing the Services under the Contract, it will comply with the European Public Procurement Directives, the Public Contracts Regulations 2015 and the Commissioner's policies and procedures as though it was an employee

of the Commissioner. The Provider will ensure that the Commissioner receives the benefit of all guarantees and warranties provided by any such Providers of goods, works or services, either directly or through a collateral warranty agreement (as applicable).

- 4.1.6.6. The Provider will make best efforts to secure compliance with the provisions in this clause 4.1 by its employees, agents and sub-contractors employed in the execution of the Contract.

4.1.7. The Commissioner as a Local Authority

- 4.1.7.1. Nothing in the contract will prejudice, override, modify or in any other way affect the rights, powers, duties and obligations of the Commissioner in the exercise of its statutory powers as a local authority, local planning authority, highway authority, fire authority or statutory undertaker.

Section 5 - Instructions to Providers

5.1. Communication with Providers

- 5.1.1. As noted above, the Commissioner has adopted a web-based electronic Provider and contract management system to manage all Tender processes. Save as expressly provided otherwise in this Further Competition, all contact with the Commissioner shall be made through ProContract. There should be no communications outside of the ProContract system.
- 5.1.2. Providers are welcome to contact the Commissioner via ProContract 'Messaging' with reasonable frequency to discuss any aspect of the Procurement. Providers should not make any contact with any employee, member or advisors to the Commissioner, without the Commissioner's prior invitation or agreement, received in writing.
- 5.1.3. All questions and requests for clarification or further information may only be made, and will only be considered, if made by the date and time stipulated within the timetable at the start of this document. If a question or request for clarification or further information is made by the Provider after the date and time identified within this document, and prior to the submission date for a Tender, the Commissioner may, in its absolute discretion, endeavour to respond to the Provider and provide any additional information to which the Commissioner has access.
- 5.1.4. The Commissioner shall not be obliged to comply with any such request and the Commissioner does not accept any liability or responsibility for failure to provide any such information. If a question or request is made after the date and time identified in this document and prior to the submission date for a Tender, the Commissioner may, in its absolute discretion, determine whether the circumstances are such that a final response is warranted or not.
- 5.1.5. The Commissioner also reserves the right to disseminate information that is materially relevant to all Providers, even if the information has only been requested by one Provider, subject to the duty to protect any Provider's commercial confidence in its Tender. Should Providers wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Provider a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Providers" on the front page of the document and by marking each relevant page of the document as "commercially confidential", and the Provider must set out the reason or reasons for the request for non-disclosure to other Providers.
- 5.1.6. If the Commissioner considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Provider who has submitted it. The Provider must respond in writing requesting that either the query be withdrawn or treated as not confidential.

- 5.1.7. It is imperative that Providers are clear in every request for information/question submitted to the Commissioner the extent to which that request/question is commercially sensitive and/or confidential. Any statement requesting that the response to the request/question is to be kept confidential should be well constructed, thought out and meaningful and not simply a broad statement that covers matters clearly in the public domain or not commercially sensitive.
- 5.1.8. Where a request for information or question is commercially sensitive or confidential but the point is of general application, a sanitised version of the question and answer may be circulated.
- 5.1.9. Any questions and requests for clarification or further information must be submitted to the Commissioner in accordance with this Further Competition by the date and time identified in the table at the start of this document.
- 5.1.10. Information will be added to ProContract throughout the procurement process as necessary. Providers will be informed through notifications from the ProContract system whenever new or updated documents are added to the system.
- 5.1.11. It is the Provider's responsibility to keep its contact details on ProContract up to date or they will be unable to receive communications from the Commissioner.

5.2. Submission of Initial Tenders

- 5.2.1. Initial Tenders must be submitted via ProContract prior to the Tender submission deadline no later than 14:00 on the date stipulated on the system. No late submissions, or Tenders received outside of ProContract, will be considered. Incomplete Tenders may be rejected on grounds of non-compliance.
- 5.2.2. Where forms require signing either by the organisation or a third party (e.g. a bank, Council, or insurer), electronically completed versions are acceptable for Tender purposes, although fully signed hard copies of any relevant forms will be required prior to Contract Close.
- 5.2.3. Each Provider has access to a dedicated area on ProContract to allow them to upload their Tender. The submitted data cannot be accessed by any other Provider.
- 5.2.4. It is the Provider's sole responsibility to ensure that its Tender is correctly and properly loaded onto ProContract by the closing date and time stipulated on the system. ProContract records all attempts to upload information and is fully auditable in the event that a Provider seeks to allege ProContract delays for a late submission (which, for the avoidance of doubt, the Commissioner is not obliged to take into account).

5.3. Content of Initial Tenders

- 5.3.1. Tenders must be provided in a typed A4 format. Any drawings must be no larger than A1. The electronic file(s) submitted should be readable with MS Office 2007 or Adobe Reader. The Commissioner will make reasonable endeavours to open Provider's file(s), however in the event it cannot open the file(s), the Tender may be rejected.

- 5.3.2. All prices submitted are to be presented in Pounds Sterling, exclusive of VAT.
- 5.3.3. Providers must enter Tendered prices in the form specified in the Further Competition. This must include the total price for the goods services or works, including all costs relating to the provision of the procurement.
- 5.3.4. Providers responses shall be prepared and submitted as a stand-alone submission, be clearly labelled and numbered and shall not cross refer to any separate information.
- 5.3.5. The Provider shall provide a full stand-alone answer/mark-up of each document (and not cross-refer to other documents or sections of the submission (unless expressly permitted)) and provide all supporting information in the format requested and on the forms provided.
- 5.3.6. The Provider shall ensure that each document complies with any page limitations, has a clear title and that each page contains the name of the Provider and the page number.
- 5.3.7. Providers may elect to submit a European Single Procurement Document (ESPD) as part of their response to confirm that they meet the Provider Questionnaire requirements as stated in Provider Response – Part A. Providers who elect to submit an ESPD as part of their response are asked to ensure that they can meet the project specific minimum requirements as stated in Section 8 of the Provider Response – Part A document.
- 5.3.8. Failure to submit any of the documentation requested may mean that the tender is deemed invalid.
- 5.3.9. Please do not refer the Commissioner to company literature, brochures or any marketing or promotional material as answers to any of the questions unless it is specifically requested by the Commissioner.
- 5.3.10. Each Tender shall be as concise as possible, whilst providing sufficient information to enable the Commissioner to evaluate the Tender in accordance with this Further Competition.
- 5.3.11. All answers are to be in English. Documents which are not in the English language must be accompanied by an English translation and a certificate by a bona fide independent translator attesting the authenticity of the translation.
- 5.3.12. Where there has been any change in any information submitted to the Commissioner at any subsequent time, such changes must be disclosed in full and clearly set out.
- 5.3.13. Each Tender will be regarded as commercially unconditional and capable of acceptance. The Commissioner will not accept a Tender that remains subject to further due diligence. Providers must therefore ensure all comments raised by their

legal, insurance, technical, financial advisors and funders are fully incorporated into their response.

5.4. Validity Period

- 5.4.1. Tenders must remain open for acceptance for a period of six months from the Tender return date.

5.5. Minimum Requirements

- 5.5.1. The Provider Response – Part A – Provider Questionnaire sets out the minimum operational and legal requirements which Providers must meet in order to be considered for inclusion. All sections within Part A must be completed. The Provider and any other organisations that have been outlined in the bidding model must ensure that they do not meet any of the grounds for exclusion outlined, if you do, please do not proceed further with the Further Competition as your application will be rejected.
- 5.5.2. The Provider Response – Part A document also collects information on the Provider's organisation, financial status, professional and business standing and operating methodologies. In addition, it also collects information on the specific industry experience, capabilities and qualifications of Providers to deliver the required services and requests further information about contracts that can be referenced.
- 5.5.3. The Provider Response – Part B – Minimum Requirement document outlines the Commissioner specific minimum requirements that the Provider must meet in order for their submission to be considered. If you cannot meet these minimum requirements, please do not proceed further with the Further Competition as your application will be rejected.
- 5.5.4. Providers who self-certify that they meet the requirements outlined in Provider Response – Part A and Provider Response – Part B will be required to provide evidence of this if they are successful at contract award stage

5.6. Quality Evaluation

- 5.6.1. Project specific questions relating to the technical and professional ability of the Provider to deliver the required services will be asked in the Provider Response – Part D document which is attached. Providers must respond to each question in this document following the instructions.
- 5.6.2. Providers must respond fully to each question and not simply refer to another answer or annexed document unless a question states that it is permissible.

5.7. Scoring Information

- 5.7.1. Project specific questions will be weighted in line with the Evaluation criteria as outlined within The Evaluation Process.

Section 6 – Submission Requirements

6.1. Submission Requirements – New Providers

- 6.1.1. The tender documents have been structured in order for organisations to quickly identify whether they are able to deliver the requirements for the contract being procured.
- 6.1.2. Providers should review the specification and associated documents to fully understand the Commissioner's requirements.
- 6.1.3. When submitting a response, Providers must first complete the document Provider Response – Part A – Provider Questionnaire which sets out the minimum operational and legal requirements which Providers must meet in order to be considered for inclusion. All sections within Part A must be completed. The Provider and any other organisations that have been outlined in the bidding model must ensure that they do not meet any of the grounds for exclusion outlined, if you do, please do not proceed further with the Further Competition as your application will be rejected.
- 6.1.4. Providers must then complete the document Provider Response – Part B – Minimum Requirements which outlines the Commissioner specific minimum requirements that the Provider must meet in order for their submission to be considered. Each question of this document outlines the minimum requirements for the delivery of the contract and each question will be treated as pass or fail. If you cannot meet these minimum requirements, please do not proceed further with the Further Competition as your application will be rejected.
- 6.1.5. You may contact the Commissioner for advice through ProContract if you are unsure if your company meets the exclusion grounds outlined in 'Provider Response – Part A – Provider Questionnaire' or minimum requirements outlined in 'Provider Response – Part B – Minimum Requirements' prior to the submission deadline and in accordance with the procurement timetable.
- 6.1.6. As well as Part A and Part B, the documents that need to be completed and submitted as part of your tender response are:
 - 6.1.6.1. 'Provider Response – Part D – Quality Evaluation' to submit your response for the quality evaluation. Please follow the instructions within the document on how to respond to the quality evaluation criteria for this requirement
 - 6.1.6.2. 'Provider Response – Part E - Form of Tender and Anti-Collusion Certificate and Declaration'. Please ensure that you complete and sign the document. Please note that an electronically scanned signature will be sufficient.
 - 6.1.6.3. Completed Indicative hours spreadsheet. Please follow the instructions within the document on how to respond.

6.2. Submission Requirements – Existing Care and Support Providers

- 6.2.1. The tender documents have been structured in order for organisations to quickly identify whether they are able to deliver the requirements for the contract being procured.
- 6.2.2. Providers should review the specification and associated documents to fully understand the Commissioner's requirements.
- 6.2.3. When submitting a response, Providers must first complete the document Provider Response – Part F – Provider Questionnaire which sets out the minimum operational and legal requirements which Providers must meet in order to be considered for inclusion. All sections must be completed. The Provider and any other organisations that have been outlined in the bidding model must ensure that they do not meet any of the grounds for exclusion outlined, if you do, please do not proceed further with the Further Competition as your application will be rejected.
- 6.2.4. Providers must then complete the document Provider Response – Part G – Minimum Requirements which outlines the Commissioner specific minimum requirements that the Provider must meet in order for their submission to be considered. Each question of this document outlines the minimum requirements for the delivery of the contract and each question will be treated as pass or fail. If you cannot meet these minimum requirements, please do not proceed further with the Further Competition as your application will be rejected.
- 6.2.5. You may contact the Commissioner for advice through ProContract if you are unsure if your company meets the exclusion grounds outlined in 'Provider Response – Part F – Provider Questionnaire' or minimum requirements outlined in 'Provider Response – Part G – Minimum Requirements' prior to the submission deadline and in accordance with the procurement timetable.
- 6.2.6. As well as Part F and Part G, the documents that need to be completed and submitted as part of your tender response are:
 - 6.2.6.1. 'Provider Response – Part D – Quality Evaluation, Extra Care Quality questions' to submit your response for the quality evaluation. Please follow the instructions within the document on how to respond to the quality evaluation criteria for this requirement
 - 6.2.6.2. 'Provider Response – Part E - Form of Tender and Anti-Collusion Certificate and Declaration'. Please ensure that you complete and sign the document. Please note that an electronically scanned signature will be sufficient.

Section 7 - How the Framework will operate and packages of care awarded

- 7.1 There are 2 main areas of work that Providers can be awarded under this Framework they are as follows;
- the Core Care and Support at Home Services Care Packages
 - Extra Care Schemes
- 7.2 Contracts will be awarded on a ranking and postcode basis to ensure there is coverage across the region. Providers will be ranked in order of their highest score. The Framework will be considered closed when capacity requirements have been reached. Once this stage is complete Providers accepted on the framework will no longer be ranked.
- 7.3 **New packages of care** will be offered to all Providers on the framework daily via Brokerage Team or via Carers Home Based Support procedures and will be allocated on a first come first served basis to a provider that can best meet the needs of the Service User (e.g. the provider who responds and accepts the package of care first will receive the work if they can meet the needs of the Service User as requested).
- 7.4 The framework will reopen at various points during the contract period to add new Providers when there is a need for additional capacity and the existing Providers on the Framework cannot meet demand.
- 7.5 **In re-opening competition**, the Authority shall issue a mini competition to potential new suppliers. The mini competition will be advertised through the procurement portal www.supplyingthesouthwest.org.uk and the Contracts Finder on www.gov.uk/contracts/finder. The mini competition will use the same evaluation criteria and scoring model that was used in the initial tender for the Framework. Providers will be able to indicate their capacity for work in their submission. Existing Framework Providers do not need to resubmit tenders.
- 7.6 Providers bidding for this new work will be ranked in order of their highest score. The highest ranked Provider will be awarded work first. If the number of hours available exceeds the highest ranked Provider's declared minimum capacity, the remaining hours will then be allocated to the next highest ranking Provider. This process will continue until all hours are allocated. The Framework will then close until there is a need to re-open the Framework.
- 7.7 **Extra Care Awards**, Providers must be on the Framework to apply for the Extra Care Lots. In this tender, there is an opportunity to bid for one Extra Care Scheme in Bournemouth.
- The Extra Care lots have their own evaluation criteria. The highest ranked supplier for each lot will be awarded the Extra Care scheme.

Section 8 - The Evaluation Process

8.1 The Evaluation Process

- 8.1.1 Tender responses will first be reviewed to ensure that the Provider or any organisation outlined in the bidding do not meet any of the grounds for exclusion outlined in Provider Response – Part A – Provider Questionnaire. If any organisation does meet the grounds for exclusion your application will be rejected.
- 8.1.2 Tender responses will then be reviewed to ensure compliance with the pass/fail criteria as outlined in the Provider Response – Part B – Minimum Requirements document. If any organisation outlined in the bidding model cannot meet the minimum requirements outlined in Provider Response – Part B – Minimum Requirements document, your application will be rejected.
- 8.1.3 If completed Part A and Part B questionnaires meet the requirements outlined, the rest of your tender will then be evaluated in accordance with the criteria outlined below.
- 8.1.4 The evaluation process will be a two stage evaluation process as set out below. All suppliers that submit a valid tender response will be evaluated against the criteria shown below in Stage 1. The highest scoring suppliers will be invited to undertake a Interview with the Commissioners and will move to Stage 2 of the evaluation.

Stage 1

8.1.5 The evaluation process will cover one area:

Quality Score(100%)

8.1.6 **Quality Score (100%).** Quality will be evaluated against pre-determined criteria and sub criterion as shown below. The weightings to be applied to Evaluation Criteria and any sub criterion where applied are also set below. Some questions have a minimum score that you must achieve. If you are unable to score the minimum score your tender will not be looked at any further.

Criteria	Criteria Questions	Quality Weighting	Criteria Weighting	Sub Criteria Weighting	Minimum Score Required
Mobilisation	Please provide your mobilisation plan. Please explain what risks you foresee in the initial mobilisation stage and how your organisation might respond during this time.	100%	10%	100%	3
Service Delivery	Please provide a brief description of the business structure.		15%	10%	N/A
	Please provide evidence that your organisation has or will have a local (Dorset) office registered with CQC by the start of the contract, 16 August 2019.			25%	3
	Please explain your rationale for bidding for the postcode area/s and volume of service that you have. Please provide evidence of how your organisation will guarantee to deliver the minimum commitment in your nominated postcodes and how you will address any challenges in the area/s.			45%	3
	Please give details of any other specialist services used by your organisation in the delivery of this service.			10%	N/A
	How do you ensure that service users are informed of changes including change to a planned care worker and visit time. Please provide supporting evidence.			10%	N/A
Business Continuity	Please detail your approach to Business Continuity, including plans for responding to staff shortages, adverse weather and IT failures.		5%	40%	3
	Please describe your approach to managing system pressures including pressures within health services. Your answer should include reference to ensuring resilience within your organisation.			60%	N/A
Workforce	Please describe how your local recruitment and retention strategies will support this service and how you will guarantee to deliver the minimum hours set out in the grid.		20%	55%	3
	Describe the career pathway for your staff in order to support your employees to stay in the care industry.			20%	N/A
	Please give examples of where you have worked collaboratively with others to support recruitment and retention.			25%	N/A

Partnership Working	Explain your organisation's understanding of partnership working and how it relates to A) the culture within your organisation and B) the service set out in the specification.		10%	40%	N/A
	Please provide an example of when your organisation has successfully worked in partnership with another to improve then needs of the business.			30%	N/A
	Describe and provide examples of how working in partnership has enabled you to maximise independence and improve the quality of life of people who use the Care and Support at Home Service.			30%	N/A
Care Planning	Describe how you will work with the Service User to coproduce a personalised care and support plan.		15%	50%	3
	How do you currently ensure staff skills are matched to service users as expressed in their care plan?			50%	N/A
Customer Service	Describe your organisation's approach to customer service.		5%	50%	N/A
	Please provide details of how you would deal with feedback about the service, including complaints.			50%	N/A
Contract Management	Please provide evidence of your organisation's ability to provide reports in accordance with the requirements of the Performance Framework and Monitoring Measures (Schedule Three).		5%	50%	N/A
	Please explain your Quality Assurance procedures.			50%	N/A
IT Strategies and Systems	Please give details of specialist IT and/or technical equipment used by your organisation in the delivery of services.		5%	50%	N/A
	Detail the IT strategies and systems you have in place that will be used to manage the delivery of the contract including how service users data will be protected.			50%	N/A
Staff Training and Development	How does your company ensure that staff are competent?		10%	35%	3
	How will you ensure that a flexible and sustainable workforce with the appropriate skills is maintained to deliver the service?			35%	N/A
	How do you ensure the effective management and supervision of all staff delivering the service?			30%	N/A

The highest total quality score will be awarded a maximum 100%. All the other returned tender quality scores will be given a % score relative to that. This will be done for each tender by dividing the quality evaluation scores by the highest quality evaluation score, multiplying by 100 and the resulting quality score is multiplied by the quality weighting of 100%. This will give a score for their tendered quality relative to the highest.

8.1.7 All Evaluation Criteria questions will be scored in line with the following Quality Scoring Guide table detailed below.

Assessment	Score	Quality Scoring Guide
Excellent	5	Exceeds requirement. Exceptional demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Good	4	Satisfies the requirement with some additional benefits. Above average demonstration of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with evidence to support the response.
Minor Reservations	2	Satisfies the requirement with some minor reservations of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.

Stage 2 – Interview

8.1.8 Providers who can deliver 100 minimum hours per week, who meet minimum criteria, achieve minimum quality scores where applicable at Stage 1 of the evaluation process will be notified and invited to Stage 2 of the evaluation process. Suppliers will be notified at least 7 days before their Interview date.

8.1.9 The evaluation process will cover:

Tender Score	(A)	(70%)
Interview	(B)	(30%)

8.1.10 **Tender Score (B) (70%).** The adjusted quality score awarded in stage 1 will be carried forward to Stage 2 of the evaluation. The weighted tender score from Stage 1 will be multiplied by the quality weighting in Stage 2 of 70%. This will give a score for the weighted tendered score relative to the highest

8.1.11 **Interview Score (C) (30%).** Quality will be evaluated against pre-determined criteria and sub criterion as shown below. The weightings to be applied to Evaluation Criteria and any sub criterion where applied are also set below

8.1.12

Interview Evaluation Criteria	Quality Weighting	Criteria Weighting (%)
The Interview will be 7 set theme questions and may include clarification questions following the review of your tender evaluation. Questions will not be provided in advance.	30%	100%

The highest total Interview score will be awarded a maximum 100%. All the other returned Interview scores will be given a % score relative to that. This will be done for each tender by dividing the Interview evaluation scores by the highest quality evaluation score, multiplying by 100 and the resulting quality score is multiplied by the quality weighting of 30%. This will give a score for their Interview relative to the highest.

8.1.13 The Interview elements will be scored will be scored in line with the following Quality Scoring Guide table detailed below.

Assessment	Score	Quality Scoring Guide
Excellent	5	Exceeds requirement. Exceptional demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Good	4	Satisfies the requirement with some additional benefits. Above average demonstration of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with evidence to support the response.
Minor Reservations	2	Satisfies the requirement with some minor reservations of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.

8.1.14

Example Matrix (A typical Final Ranking matrix is demonstrated below).

Stage 1

a	Quality	100%		
		Supplier 1	Supplier 2	Supplier 3
	Quality scores	75.00	54.00	47.00
	Adjusted Quality Score	100.00	72.00	62.67
a	Weighted Quality Score	100.00	72.00	62.67
	Quality Positions	1	2	3
a	Final MEAT Weighted Score	100.00	72.00	62.67
	Final MEAT Evaluation I	1	2	3

Stage 2

a	Quality	70%		
b	Presentation	30%		
		Supplier 1	Supplier 2	Supplier 3
	Quality scores	75.00	54.00	47.00
	Adjusted Quality Score	100.00	72.00	62.67
a	Weighted Quality Score	70.00	50.40	43.87
	Quality Positions	1	2	3
	Presentation Quality scores	48.00	24.00	48.00
	Adjusted Quality Score	100.00	50.00	100.00
b	Weighted Quality Score	30.00	15.00	30.00
	Quality Positions	1	3	1
a + b	Final MEAT Weighted Score	100.00	65.40	73.87
	Final MEAT Evaluation I	1	3	2

8.1.15 **Extra Care Evaluation (Shaftesbury Court)**

8.1.16 Each scheme will be evaluated separately and awarded separately. The evaluation process will be one stage and cover one area:

Quality Score(100%)

8.1.17 **Quality Score (100%).** Quality will be evaluated against pre-determined criteria and sub criterion as shown below. The weightings to be applied to Evaluation Criteria and any sub criterion where applied are also set below.

Evaluation Criteria	Weighting (%)
Service Delivery	80%
Workforce	20%
TOTAL:	100%

Extra Care Questions and Weightings for Shaftesbury Court

Criteria	Criteria Questions	Quality Weighting	Criteria Weighting	Sub Criteria Weighting	Minimum Score
Service Delivery	Please provide a detailed mobilisation plan, which identifies the risks and how your organisation will respond taking into account the high number of Service Users this will affect.	100%	80%	15%	N/A
	Please provide a separate communication plan, which sets out how your organisation will manage a sensitive and complex situation including Service Users, other care providers, and landlords.			15%	N/A
	What's your understanding and experience of the service required in an Extra Care Scheme and how it differs from Care and Support in the community?			20%	N/A
	How will you ensure that Service Users receive the appropriate amount of care within the Extra Care setting?			15%	N/A
	How will you prioritise Service Users when faced with competing needs within the Extra Care setting?			10%	N/A
	How will you encourage increased independence and social engagement within the Extra Care setting?			15%	N/A
	What tools have you used in the past to facilitate Service Users interaction with the wider community?			10%	N/A
Workforce	Please describe the staffing structure to meet the needs of the Extra Care Scheme.		20%	40%	3
	How will you ensure that you can provide staff, with appropriate specialist skills for the range of needs of adults living an extra care setting?			30%	N/A
	What particular characteristics will you look for in staff working with the Service User group in this Extra Care setting?			30%	N/A

The highest total quality score will be awarded a maximum 100%. All the other returned tender quality scores will be given a % score relative to that. This will be done for each tender by dividing the quality evaluation scores by the highest quality evaluation score, multiplying by 100 and the resulting quality score is multiplied by the quality weighting of 100%. This will give a score for their tendered quality relative to the highest.

8.1.18 All Evaluation Criteria questions will be scored in line with the following Quality Scoring Guide table detailed below.

Assessment	Score	Quality Scoring Guide
Excellent	5	Exceeds requirement. Exceptional demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Good	4	Satisfies the requirement with some additional benefits. Above average demonstration of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with evidence to support the response.
Minor Reservations	2	Satisfies the requirement with some minor reservations of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.

8.1.19 **Example Matrix** (A typical Final Ranking matrix is demonstrated below).

a	Quality	100%		
		Supplier 1	Supplier 2	Supplier 3
	Quality scores	75.00	54.00	47.00
	Adjusted Quality Score	100.00	72.00	62.67
a	Weighted Quality Score	100.00	72.00	62.67
	Quality Positions	1	2	3
a	Final MEAT Weighted Score	100.00	72.00	62.67
	Final MEAT Evaluation I	1	2	3

Section 9 - Provider Checklists

New Providers wishing to join the Care & Support Framework, please ensure you return with your submission the following:

Description	✓
1. Read and understood the Commissioner's Requirement as set out in Section 1 and the referenced documents in Section 1	
2. Noted the timetable for this procurement in Section 1 of this document.	
3. Read and understood the information in Section 2, Section 3, Section 5, Section 6 and Section 7 of this document	
4. Read and understood the Additional Terms and Conditions in Section 4 of this document	
5. Completed 'Provider Response Document – Part A – Provider Questionnaire' and attached any relevant documents. These should be cross referenced with the title and should match the information contained within this Further Competition.	
6. Completed 'Provider Response Document – Part B – Minimum Requirements' and attached any relevant documents. These should be cross referenced with the title and should match the information contained within this Further Competition.	
7. Completed the 'Provider Response – Part D – Quality Evaluation' document. Please ensure that you have saved the responses to each question correctly in the format required and have not exceeded the page limits provided.	
8. Completed the 'Provider Response – Part D – Extra Care Quality Evaluation Questions if you wish to be considered for the Extra Care Scheme – Shaftesbury Court. Please ensure that you have saved the responses to each question correctly in the format required and have not exceeded the page limits provided.	
9. Signed the 'Provider Response – Part E - Form of Tender and Anti-Collusion Certificate' document. Please note that an electronically scanned signature will be sufficient. Unsigned documents will be rejected.	
10. Completed Indicative Hours Spreadsheet	
11. Uploaded all of your documents onto ProContract and submitted your response	

BY ELECTRONICALLY SUBMITTING THIS DOCUMENT YOU ARE CONFIRMING THAT:

1.	You are the applicant or a person duly authorised by the organisation to sign on its behalf; and,
2.	The document is complete and accurate to the best of your knowledge and belief; and,
3.	You authorise the Commissioner or participating authorities to evaluate your bid which you have submitted.
4.	Where forms are to be signed either by the Tenderer or a third party, e.g. a Bank or Council, or insurer, electronically completed versions are acceptable for tendering purposes, but fully signed hard copies of these forms will be required from tenderer(s) prior to the award of contract.

Do not enclose brochures, testimonials, accounts, company reports, specifications, extra or different pricing information unless expressly asked to do so.

Existing Providers on the Care & Support Framework that wish to be considered for Extra Care Scheme, Shaftesbury Court.
Please ensure you return with your submission the following:

Description	✓
1. Read and understood the Commissioner's Requirement as set out in Section 1 and the referenced documents in Section 1	
2. Noted the timetable for this procurement in Section 1 of this document.	
3. Read and understood the information in Section 2, Section 3, Section 5, Section 6 and Section 7 of this document	
4. Read and understood the Additional Terms and Conditions in Section 4 of this document	
5. Completed 'Provider Response Document – Part F & G (combined document) Provider Questionnaire and Minimum Requirements' and attached any relevant documents. These should be cross referenced with the title and should match the information contained within this Further Competition.	
6. Completed the 'Provider Response – Part D – Extra Care Quality Evaluation' document. Please ensure that you have saved the responses to each question correctly in the format required and have not exceeded the page limits provided.	
7. Signed the 'Provider Response – Part E - Form of Tender and Anti-Collusion Certificate' document. <i>Please note that an electronically scanned signature will be sufficient. Unsigned documents will be rejected.</i>	
8. Uploaded all of your documents onto ProContract and submitted your response	

BY ELECTRONICALLY SUBMITTING THIS DOCUMENT YOU ARE CONFIRMING THAT:

1.	You are the applicant or a person duly authorised by the organisation to sign on its behalf; and,
2.	The document is complete and accurate to the best of your knowledge and belief; and,
3.	You authorise the Commissioner or participating authorities to evaluate your bid which you have submitted.
4.	Where forms are to be signed either by the Tenderer or a third party, e.g. a Bank or Council, or insurer, electronically completed versions are acceptable for tendering purposes, but fully signed hard copies of these forms will be required from tenderer(s) prior to the award of contract.

Do not enclose brochures, testimonials, accounts, company reports, specifications, extra or different pricing information unless expressly asked to do so.

Thank you for your interest in this procurement.