

**Blackburn with Darwen Borough Council**

**Invitation to tender for**

**the provision of Integrated Drug and Alcohol Prevention, Treatment and Recovery Service for Young People & Adults**

**Instructions and details of contract**

**Proposed contract period 1st April 2022 – 31st March 2025**

**with the option to extend for further periods of up to 1 year plus a further 1 year**

**Closing Date for Tenders – 12 Noon Monday 13th December 2021**

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR**

**THE PROVISION OF Integrated Drug and Alcohol Prevention, Treatment and Recovery Service for Young People & Adults**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Reference Number: |  |
| Submission instructions: | **VIA THE CHEST E-TENDERING PORTAL ONLY.**  **Electronic Tender Returns (Submission of Tender) via The Chest e-Tendering Portal.**  The deadline for electronic tender returns is detailed on the e-tendering system.  All aspects (documents/attachments/responses) of the tender return must be submitted via the e-tendering system.  Please note that tender returns cannot be viewed or accessed by Council employees until after the deadline for submission and therefore it is not possible to confirm safe receipt of your tender.  Assistance/help on the e-tendering system is available to all registered users of The Chest via:  <http://proactis.kayako.com/default>  It is the responsibility of all Contractors to become familiar with this software if they wish to bid for business offered for tender by the Council.  Assistance provided by the Council does not extend to basic IT skills or training and our role is not to deliver step by step IT training nor are we able to assist non-PC users in how to use the e-tendering system.  Please allow sufficient time to complete and submit your tender return particularly until you become familiar with The Chest software and how it operates. No extensions to the closing date and time for tender returns will be permitted on the basis that Contractors are unfamiliar with or making mistakes when using The Chest.  Please note, if your tender return is incorrect and/or incomplete, your submission could be rejected. It is the responsibility of the Contractor to ensure that the tender submission has been returned correctly PRIOR to the closing date and time. The Council cannot be held responsible for any inaccurate or incomplete information entered into the e-tendering system.  The Contractor must ensure all required documents have been uploaded before pressing the submit button. Once a tender return has been submitted, an electronic confirmation is generated from The Chest.  **You are not permitted to return a tender submission via e-mail.** |

**Timetable**

**This timetable is indicative only.** The Council reserves the right to change it at its discretion. Any significant changes to this Timetable will be notified as soon as possible to all Contractors.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Tender | **12th November 2021** |
| Submission of Tenders via The Chest e tendering portal only | **12 noon Monday 13th December 2021** |
| Closing date for Questions via The Chest e tendering portal only | **12 noon Monday 6th December 2021** |
| Evaluation of Tenders | **W/C 13th December 2021** |
| Notification of result of evaluation | **W/C 10th January 2022** |
| Standstill period | **W/C 10th January 2022** |
| Expected date of award of Contract(s) | **WC 17th January 2022** |
| Implementation period | **WC 17th January 2022 – 31st March 2022** |
| Contract commencement | **1st April 2022** |

**CHECKLIST FOR TENDERERS**

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

|  |  |
| --- | --- |
| **Schedule Reference Number** | **Schedules to be completed and returned as part of your Tender submission** |
| **1** | SIGNED FORM OF TENDER |
| **2** | SIGNED CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING |
| **4** | SIGNED STANDARD SELECTION QUESTIONNAIRE |
| **5** | METHOD STATEMENTS |
| **6** | SIGNED PRICING SCHEDULE |
| **8** | SIGNED CONFIDENTIALITY AGREEMENT |

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**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those Contractors who express an interest to tender (“Tenderers”) to Blackburn with Darwen Borough Council (the “Council”) for Substance Misuse Services (the “Contract”)*,* their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this Tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council.

The Council reserves the right to cancel the Tender process at any point and not to award the Contract. The Council is not liable for any costs resulting from any cancellation of this Tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant legislation, particularly in relation to The Public Contracts Regulations 2015. The procurement will follow a clear, structured and transparent process to ensure that fairness is maintained at all times and that all Tenderers are treated equally and without discrimination.

1. **BACKGROUND**
   1. The Council is looking to award a Contract for the provision of Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults
   2. Further details of the Council’s needs under the Contract and other relevant information are provided in the Specification at Schedule 3.
   3. Clarification questions should be submitted via the ‘Discussions’ area within The Chest system **before 12noon Monday 6th December 2021**
   4. Other than via The Chest system as above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
   5. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion; be circulated to all Tenderers unless where sending a response to all Tenderers would prejudice the legitimate commercial interests of the Tenderer making the clarification.
   6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
   7. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
   8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
      * 1. TENDER SUBMISSION REQUIREMENTS
   9. Tenders must be written in the English language.
   10. Tenders must provide responses as set out in the Checklist for Tenderers. Ensure your submission, including additional pages, reflects any numbering format used in the Schedules so it is clear to which part of a Schedule or question your response applies.
   11. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
   12. The Tender (including price) should remain valid for a minimum period of **120 days**
   13. The Tender must not be qualified in any way. For the avoidance of doubt a qualification is a restriction or condition which a Tenderer attaches to their Tender submission. Please note that any such qualification(s) will result in your Tender being disqualified.
   14. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
   15. Your full registered business/name and main office address must also be provided on all documents.
   16. The Tender **must** be submitted via The Chest e Tendering portal only.
   17. If for any reason you are unable to submit a Tender then you should use the ‘Opt-Out’ function within the ITT information (options area).
       * 1. **CONTRACT DOCUMENTS**
   18. Any resulting Contract will consist of the Contract Particulars (attached at ITT Schedule 7), the Standard Terms and Conditions, Special Terms and Conditions and the successful Tender]. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
   19. This Council is bound by relevant legislation, particularly in relation to The Public Contracts Regulations 2015 and cannot enter into any negotiations on the Tender or Contract.
   20. Any Contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed and allowing for the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of Contract award to the successful Tenderer. Any resulting Contract will consist of the Contract Particulars (attached at ITT Schedule 7), the Standard Terms and Conditions, Special Terms and Conditions and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
       * 1. **TENDER EVALUATION AND AWARD CRITERIA**
   21. The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
   22. Each Tender will be checked initially for compliance with all requirements of the ITT. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the minimum standards set out in the SSQ and the provisions set out in Regulation 57 of the Public Contracts Regulations 2015. Regulation 57 of the Public Contracts Regulations 2015 stipulates the criteria by which an economical operator (a contractor, a supplier or a service provider) can be disqualified from a public sector tender process due to past or current criminal activity or bankruptcy.
   23. Any change in the eligibility of a Tenderer must be immediately notified to the Council in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.
   24. Tenders will be evaluated against the award criteria set out below.
   25. During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
   26. Tenders will be evaluated to determine the qualities of the Tenderers. ITT Schedule 4 Standard Selection Questionnaire will be evaluated on a Pass / Fail basis. **Only tenders that pass the selection criteria will be evaluated for economic advantage**.
       1. Part 1 is for information only
       2. Part 2 will be evaluated on a pass/fail basis.

If you answer Yes to any question and fail to provide an acceptable explanation you will Fail.

* + 1. Part 3 – Section 4 and 5 – the Council will consider this alongside a report from third party financial analysis software, if any aspects indicate that your organisation is at risk of going out of business or being unable to fulfil the contract through its duration then the Council reserves the right to ask for extra information and/or exclude the bidder from the process.
    2. Part 3 – section 6 – the Council will consider the responses to this section to establish if the bidder has demonstrated that they have acceptable professional and technical ability to deliver the contract either through providing references for relevant similar work or otherwise demonstrating the relevant technical skills and experience, if a bidder fails to demonstrate this they may be excluded from the process.
    3. Part 3 – section 7 – failure to demonstrate adequate compliance with requirements of the act may result then the bidder may be excluded from the process
    4. Part 3 – section 8.4 – will be assessed on a Pass/Fail basis, if answered No then the bid will be excluded from the process
    5. Part 3 – section 8.1 to 8.2
  1. Tenders that have passed the Selection stage will be evaluated to determine **the most economically advantageous Tender,** ITT Schedule 5 Method Statements, taking into consideration the following award criteria:
* Price **20%**

Submissions will be ranked in order of price the lowest submission attracting the full weighting of 20% thereafter the scores will be attributed as a percentage difference to the lowest price. For example: -

Score for price is **20 marks.**

Two bids are received, one of £1000 and another of £1500. The lowest total cost scores 40 marks and other bids a percentage below that related to the price differential. The £1500 bid is 50% more expensive, so we’ll score that 50% lower than the cheapest – it therefore scores 20 marks.

Please note the minimum score is collared at **0%**.

The Council reserves the right to scrutinise and, if appropriate, reject any offers that appear to be abnormally low.

* Quality **80%**
  1. The Quality criteria are to be evaluated based on the Method Statement Questions at Schedule 5.

Each Method Statement will be scored 0-4 as below:

|  |  |
| --- | --- |
| 0 | Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no information is provided. |
| 1 | Does not meet requirements. Partially compliant response with major deficiencies or concerns in critical areas or where the lack of detail and relevance requires the reviewer to make assumptions. This indicates there would be serious difficulties in delivery. |
| 2 | Meets requirements. Minor deficiencies or shortfall in information provided in non-critical areas. Slight modification may be required in delivery but not seen as overly detrimental. |
| 3 | Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met. |
| 4 | Meets requirements. A comprehensive response which fully meets all requirements and clearly demonstrates how added value will be offered. |

Each Method Statement carries a weighting depending upon their importance. The scores and weightings combine to make up the overall score.

* Method Statement 1 10%
* Method Statement 2 10%
* Method Statement 3 10%
* Method Statement 4 10%
* Method Statement 5 5%
* Method Statement 6 5%
* Method Statement 7 5%
* Method Statement 8 10%
* Method Statement 9 5%
* Method Statement 10 5%
* Method Statement 11 5%
  + - 1. **INFORMATION REQUIRED**
  1. **Pricing**
     1. Tenderers must complete the Pricing Schedule set out in Schedule 6 to provide all of the obligations under the Contract.
     2. All Prices shall be stated in pounds sterling and exclusive of VAT.
     3. Tenderers must also indicate all other costs that will be associated with the contract e.g. deliveries costs, minimum order rates etc. No claim for additional payment will be considered for items that have not been specified.

**Integrated Drug and Alcohol services and Recovery for Young People and Adults –**

**Maximum Total budget of** £2,713,107 per annum

The Prices will remain fixed for a period of 36 months, however this will be dependent on the allocated budget from PHE, Changing Futures and Probation (see below). If the Council’s budget from any or all of these sources is reduced then the Price may be reduced in proportion and the parties shall use all reasonable endeavours to agree the changes necessary to accommodate that reduction on an open book basis.

As part of the above we would expect the recovery element to be in the region of £250,000 per annum

PBR element of 10% will be set against the PHE funded element of the price this will be agreed annually with commissioners and providers. This means 10% of the PHE funded elements of the price is dependent on PBR. This must be included in the finance schedule.

**Probation** is for the initial 3 years. (It should be noted that the Ministry of Justice [102 Petty France, London, SH1H 9AJ] has provided an element of funding for this contract.

1st April 2022 – 31st March 2023 £86,464.00

1st April 2023 - 31st March 2024 £127,942.75

1st April 2024 - 31st March 2025 £138,378.25

Any extension of this element will depend on further funding from the Ministry of Justice [102 Petty France, London, SH1H 9AJ].

**Changing Futures** is for the initial 2 years,

1st April 2022 –31st March 2023 £38,760

1st April 2023 – 31st March 2024 £29,651.40 ((an extension of this element will depend on further funding)

* 1. **Insurance** 
     1. The successful Tenderer must effect and maintain in force with a reputable insurance company a policy or policies of insurance covering all the matters which are contemplated by the Contract including but not limited to public liability, employer's liability and professional liability insurance with minimum cover levels of:
* £10,000,000.00(TEN MILLION POUNDS) in respect of employer's liability;
* £10,000,000.00 (TEN MILLION POUNDS) in respect of public liability in relation to any one occurrence or series of occurrences arising out of one event without limit on the number of claims in any one year or other period;
* £5,000,000.00 (FIVE MILLION POUNDS) in respect of professional liability in relation to any one occurrence or series of occurrences arising out of one event and with an aggregate amount of £5,000,000.00 for any one year period of insurance. Cover of for pollution and contamination claims will have a sub-limit indemnity of £2,000,000.00.
* £2,000,000.00 (TWO MILLION POUNDS) in respect of product liability
  + 1. For the avoidance of doubt the terms of any insurance or the amount of cover shall not relieve the successful Tenderer of any liabilities under the Contract.

5.2.3 The successful Tenderer must undertake not to do or permit anything to be done which makes void or voidable any insurance policy in force and shall promptly pay all premiums and do all other things necessary to keep all insurance in full force and effect. The successful Tenderer shall produce copies of all policy documents, certificates and premiums receipts to the Council if requested to do so.

* 1. **Quality**

Tenderers must provide the information requested at Schedule 5 Method Statements as part of their Tender submission. These will be evaluated in accordance with 4.7.

* 1. **Clarification meetings/Presentations**
     1. The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
     2. It is not considered necessary to schedule formal site visits as part of the Tender preparation process.
     3. The highest scoring Tenderer may be required to make available key members of their delivery team who will be responsible for the provision of the Contract to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender. The presentation will not be scored. Should the evidence provided not support the Tender submission and this results in the Tender no longer having the highest score, the next highest scoring Tenderer will be required to give a presentation and the process will continue and so on. The time date and location are to be confirmed at a later date.
        1. **CORPORATE REQUIRE****MENTS**
  2. The Council has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on behalf of the Council. It is therefore incumbent upon the Council to ensure that these statutory requirements are carried out by any contractor that is working for the Council. Consequently, the Council is looking for a commitment within Tenders to assisting the Council in the following duties.
  3. The Council does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Tenderer believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.
  4. **Equality and Diversity**

The Council is committed to providing its services in a way that promotes equality of opportunity at every possibility and taking the lead in combating discrimination and promoting equality of opportunity. It is expected that the successful Tenderer will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation. The Council will, if appropriate, monitor the successful Tenderer’s compliance throughout the Contract period. Details can be found at (insert link to our policy).

* 1. **Guarantees**

If the successful Tenderer is a subsidiary company within the meaning of section 1159 of the Companies Act 2006 it shall, upon request, also provide to the Council within 28 days of receipt of the Council’s written acceptance of the Tender, a Guarantee by its holding company or companies (as defined by the said section of the said Act) to secure the due performance by the successful Tenderer of its obligations to Council.

If the successful tenderer fails to provide the Guarantee within the period specified above, Council may by written notice sent to the successful Tenderer, accept the failure as having put an end to the Contract between Council and the successful Tenderer and the successful Tenderer shall thereupon be liable to pay to Council liquidated damages for such failure such sum as shall be equivalent to the difference between the amount of the successful Tenderer and the amount of the next most economically advantageous Tender received by Council.

* 1. **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 Council 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 Council 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 Council decide whether the offer should be rejected or not. Any Tenderer must return the clarifying information within 3 days from issue by the Council, via the e-tendering system.

* 1. **Business Continuity Planning**

The Tenderer will support the Council in meeting its duty under the Civil Contingencies Act 2004 and acknowledges this duty and when required to do so by the Council it will:

* Assess the risk of emergencies occurring and use this to inform contingency planning;
* Put in place emergency plans, exercise them to ensure they are effective and offer training to staff who may become involved in emergency response;
* Put in place business continuity plans to ensure that they can continue to exercise critical functions in the event of an emergency.
  1. **Prevent Duty for Local Authorities**

The Tenderer will have due regard to the need to prevent people from being drawn into terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to

<https://www.gov.uk/government/publications/prevent-duty-guidance>

* + - 1. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT
  1. The Council as a public body is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”) and all other codes governing access to information
  2. Therefore the Council may be required and it reserves the right to to disclose information concerning the procurement process or the Contract to anyone who makes a request unless such information is deemed to be exempt under the Act or EIR or other legislation or codes governing access to information from disclosure
  3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act or the EIR.
  4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
  5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
     1. has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
     2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
     3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information
        1. **ETHICAL SOURCING PRACTICES**
  6. When sourcing suppliers for our contracts we will seek to work with suppliers who: *(throughout their supply chain)*
     1. Afford their employees the freedom to choose to work for them. Employees should be free to leave the supplier after reasonable notice is served. Suppliers should not use forced, bonded or non-voluntary prison labour;
     2. Establish recognised employment relationships with their employees that are in accordance with their national law and good practice. Suppliers should not seek to avoid providing employees with their legal or contractual rights;
     3. Can demonstrate a commitment to equality of opportunity for individuals and groups enabling them to live their lives free from discrimination and oppression;
     4. Impose working hours on their staff which are compliant with national laws or industry standards;
     5. Under no circumstances abuse or intimidate, in any fashion, employees and have appropriate disciplinary, grievance and appeal procedures in place;
     6. Work within the laws of their country
     7. Take appropriate measures to ensure the health and safety of their workforce and the wider public;
     8. Support our view that the long-term elimination of child labour is ultimately in the best interests of children, and have taken measures to ensure that child labour is not utilised in their operations;
     9. Do not support, encourage or facilitate the trade in drugs, arms, tobacco, slavery or prostitution;
     10. Offer wages and benefits that at least meet relevant industry benchmarks or national legal standards; and
     11. Do not commit or contribute to any gross abuses of human rights.
  7. We will encourage ethical sourcing practices among our suppliers, partner organisations and the broader market.
     + 1. **ANTI-COLLUSION**

Tenderers must confirm in their submissions to this ITT that they are submitting a bona fide Tender and must certify that this is the case in the certificate of non-collusion and non-canvasing (as set out at Schedule 2).The Council shall be entitled to disqualify any Tenderer where it has contravened the anti-collusion requirements.

The Council will seek to recover the amount of any losses it has suffered if a successful Tenderer is found subsequently to have contravened the anti-collusion requirements or if any person employed by or acting for them, does any of the following:

* Commits an offence under the Bribery Act 2010;or
* Gives or offers a fee or reward, the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

The Council will not regard as “collusive” any bona fide discussions or disclosure of information of the contents of these documents or of any communications or discussions with the Council between one or more Tenderer held solely for the purpose of submitting a joint Tender.

Any Tenderer who, in connection with the Contract:

* Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of its own consortium);or
* Enters into any agreement or arrangement with any other Tenderer that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted; or
* 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 any act or omission; or
* Communicates to any person other than the Council the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a contract guarantee bond);

maybe disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF INTEGRATED DRUG AND ALCOHOL RECOVERY SERVICES FOR YOUNG PEOPLE AND ADULTS**

# ITT SCHEDULE 1- FORM OF TENDER

To: Head of Strategic Commissioning (People) & Adults Finance Adult & Prevention Services

Blackburn with Darwen Borough Council

Third Floor, 10 Duke Street

Blackburn, BB2 1DH

Dear Sir/Madam

TENDER FOR THECONTRACT

**I/We confirm that the I/we can supply the Contract as specified in the Invitation to Tender at the prices detailed in the attached pricing schedule.**

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

**Attached to this Form of Tender are the following:**

1. **A signed Certificate of Non Collusive Tendering and non-Canvassing Schedule 2.**
2. **The Standard Selection Questionnaire Schedule 4.**
3. **The information requested in Method Statements Schedule 5.**
4. **The completed Pricing Schedule 6.**

**I/We confirm that we accept the Contract as issued with the Invitation to Tender**.

I/We undertake in the event of acceptance of our Tender to execute the Contract from the: **1st April 2022.**

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 120 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

**e-Signatures are acceptable on this document; any signatures must be made by a person who is authorised to commit the bidder to the Contract.**

**Please sign, scan and upload with your tender submission.**

|  |  |
| --- | --- |
| **Signed by** |  |
| **Name (Block Capitals)** |  |
| **Job Title** |  |
| **For and on behalf of** |  |
| **Date** |  |

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF INTEGRATED DRUG AND ALCOHOL RECOVERY SERVICES FOR YOUNG PEOPLE AND ADULTS**

# ITT SCHEDULE 2 - CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To: Head of Strategic Commissioning (People) & Adults Finance Adult & Prevention Services

Blackburn with Darwen Borough Council

Third Floor, 10 Duke Street

Blackburn, BB2 1DH

**Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

(a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

(b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

(c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

**e-Signatures are acceptable on this document; any signatures must be made by a person who is authorised to commit the bidder to the Contract.**

**Please sign, scan and upload with your tender submission.**

|  |  |
| --- | --- |
| **Signed by** |  |
| **Name (Block Capitals)** |  |
| **Job Title** |  |
| **For and on behalf of** |  |
| **Date** |  |

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF Integrated Drug and Alcohol Prevention, Treatment and Recovery Service for Young People & Adults**

# ITT SCHEDULE 3 - SPECIFICATION

**Blackburn with Darwen Borough Council**

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**strategic commissioning people**

**SERVICE SPECIFICATION**

The service specification is a document that quantifies the minimum acceptable (technical) standard of service required by the customer and will form a part of the contract with the service provider. The production of the service specification is a pre-requisite in the negotiation and drafting of the contract. This document is to be completed by the lead commissioner prior to consultation with the relevant service providers.

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| --- | --- |
| Contract No &Service Name | **Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults** |
| Programme Area | **Public Health** |
| Commissioner Lead | **Lee Girvan** |
| Provider Lead | **TBA** |
| Period | **1st April 2022 – 31st March 2025 with the option to extend for a further 12 months plus a further 12 months** |
| Contract Value | **Please refer to schedule 6** |
| Notice Period | **6 Months** |

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| --- |
| 1. Purpose |
| Blackburn with Darwen Borough Council are seeking to commission an Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults. The new treatment service will provide specialist and structured community treatment, including criminal justice linked interventions and support, to young people and adults who misuse drugs (illegal & prescription) and alcohol through an integrated service model. It should be noted that the Ministry of Justice [102 Petty France, London, SH1H 9AJ] has provided an element of funding for this contract.  The key focus of the service will be on the promotion of early intervention, resilience and self-care to improve people’s health and well-being and reduce health inequalities through a trauma informed approach.  The service shall deliver a range of evidence based interventions within a prime provider contract and must include harm reduction and recovery focused, phased and layered treatment for both alcohol and other drug users. These interventions must take into consideration the need for assertive engagement, transfer of care between the community, residential care and prisons, effective transition between Young People’s and Adult Treatment services, behaviour change, a ‘Whole Family’ and a Safeguarding approach.  The Provider must place service users at its core and embed a culture of active and inventive methods of service user involvement which permeate throughout service delivery.  This document describes the service that shall be provided by the Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults, and provides information on the local service context, the required quality standards that must be met and key performance indicators (KPIs) that will be used to monitor this service.  The overall aim of the service is to reduce the harm to individuals, their families and their communities caused by the use and misuse of drugs and alcohol and improve the quality of life they lead. This service has strong links to Blackburn with Darwen Borough Council’s Corporate Plan specifically assisting with its aims to;   * Supporting young people and raising aspirations * Safeguarding and supporting the most vulnerable people * Reducing health inequalities and improving health outcomes * Connected communities   **2. Service Principles**    2.1 The Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults will allow service users to easily access specialist drug and/or alcohol treatment that offers a person centred care package and takes the needs of the whole person into consideration. The service will focus on identifying and building on an individual’s strengths and recovery capital to support sustained recovery for all of our service users.  2.2 Delivery of this specification is intended to change behaviour, improve health and deliver positive outcomes for individuals, families and communities affected by substance use and misuse.  In delivering this service, the Provider will use appropriate interventions across the range of substances used across the full spectrum of need, from recreational drug use and hazardous drinking to dependant drinking / drug use.  The principles of early action and intervention will be fundamental to delivery; provision of service will be proactive, flexible, and responsive to changes in the evidence base and local and national developments.    The service model must be:   1. Focussed on sustained recovery 2. Outcome based 3. Inclusive 4. Prevention focussed 5. Adaptable to the ever changing needs of the local population 6. Shaped by the needs, views and voices of service users, carers, families and communities of Blackburn with Darwen 7. Accessible to all cohorts, including those unable or unwilling to attend a treatment service 8. Evidence based, in line with NICE and Department of Health & Social Care (DoHSC) guidelines, and contribute to the objectives and service outcomes detailed in this specification.   Within the service model, there must be a strong emphasis on the following:   1. A treatment model that is designed to offer interventions and services that can adapt to the changing needs and/or evolving complexity of need over time. 2. Across all provision the provider will develop a trauma informed approach to treatment, understanding the causes and contributing factors involved in substance use / misuse and work to address trauma effectively. 3. A focus on supporting people to become independent from their substance use / misuse, maximising all opportunities to progress long-term service users who can be considered as ‘stuck’. 4. A flexible approach to treatment engagement, supporting even the most ‘hard to engage’ or chaotic individuals to start treatment. 5. Build a whole person approach to sustained recovery that supports building an individual's social value, sense of community and positive use of time. 6. Effective partnerships that help promote a whole person approach to treatment and sustained recovery. 7. To tackle any health inequalities observed in particular groups and/or communities. 8. A culture and operating environment that supports continuous and encompassing health improvement, in line with Making Every Contact Count. 9. Adopt a Public Health approach, where possible, in order to prevent drug and alcohol misuse in the local areas, and target those at risk of developing dependency and/or addiction to substances, including alcohol.   2.3 Young People’s Drug & Alcohol Service  The Provider shall be required to deliver a range of age appropriate, individually tailored packages of evidence based substance misuse interventions to young people up to 25 years of age in accordance with national best practice guidance.  The aim of the service is to reduce the harm(s) caused by drug & alcohol use and misuse by addressing identified individual need, building resilience and preventing any escalation of drug and / or alcohol related risk and harm.  The Provider shall be expected to respond to all problematic drug and alcohol use and misuse and remain current as to what substances are actively used within Blackburn and Darwen and the wider geographical area.  The Provider shall ensure the service is delivered in an innovative way and willing to work with the authority to deliver new and exciting ways to reach our target audiences.  The Provider must be able to establish and maintain effective links with other professionals and provision ensuring that the individual needs of young people are considered in planning their support programmes.  The Provider shall deliver specialist support and training to those individuals and services who support young people in respect of substance misuse encompassing evidence based interventions and services around substance misuse.  The Provider shall ensure advisory support to educational settings in the delivery of relevant, age-appropriate, high quality drugs education, prevention and harm-reduction.  The Provider shall be expected to work as part of local multi-disciplinary teams, be embedded within these teams and have the flexibility to respond to the fluctuations in demand across any given area.  **3. Aims and Outcomes**  3.1 The overall aim of the service is to reduce the harm to individuals, their families and their communities caused by the use and misuse of drugs and alcohol and improve the quality of life they lead.  The key objectives of the adult drug and alcohol treatment system are:   * To attract and engage people experiencing alcohol and other drug related problems into effective help at the earliest opportunity to reduce the harm to themselves and others. * To achieve long term abstinence from dependent use; and/or stabilisation for those where abstinence may be unlikely (as linked to level of complexity and/or comorbidity). * To improve health and wellbeing and that of their children and families. * To improve community safety and resilience to alcohol and other drug-related problems.   The key objectives of the young people’s drug and alcohol treatment system are:   * To reduce the harm caused by substance use / misuse by addressing identified individual need * To build resilience and prevent any escalation of drug/alcohol related risk and harm * To support young people to access other sources of help and support for difficulties related to other aspects of risk taking and emotional wellbeing * To support young people who need continued substance misuse treatment into adulthood to transition to adult substance services to stop them becoming dependent adults.• To embed a preventative model through education and awareness to reduce drug and alcohol related harms amongst young people.   3.2 Service outcomes  The provider must implement processes and systems to measure progress for service users against these key outcomes as a minimum:   1. Accessible treatment provision for all, with a focus on currently underserved groups and/or those that have been historically challenging to engage in services 2. Freedom from dependence on drugs and alcohol 3. A reduction in crime and (re) offending behaviour 4. Prevention of drug related deaths and non – fatal overdoses 5. Prevention of the spread of Blood Borne Viruses 6. Reduction of drug and alcohol related hospital admissions and/or attendances 7. Gain sustained employment or similar work-related activities such as volunteering & training that progress closer to becoming economically active 8. Access to and retain suitable accommodation that promotes independent living 9. Improvement in mental and physical health and wellbeing 10. Improved relationships with family members, partners and friends 11. The capacity to be an informed, effective and caring parent   **4. Blackburn with Darwen Local Context**  4.1 The data and information for the Blackburn with Darwen picture and local context is drawn from the 2020 Joint Strategic Needs Assessment Summary Review. But has been refreshed and updated where required. <https://www.blackburn.gov.uk/index.php/health/joint-strategic-needs-assessment>  4.2 The mid-year Office of National Statistics (ONS) estimates the total population of Blackburn with Darwen to be 150,030 residents for 2020.  4.3 Blackburn with Darwen has a much younger age profile than average. 28.3% of its population is aged under 20 which is the 5th highest proportion in England.  4.4 The latest population projections from ONS are based on the population estimates for mid-2018, and look ahead to 2043. For Blackburn with Darwen overall, they predict a slight, increase in population. The 65+ age-group is expected to rise by approximately 6,700 over the period -ie. by around 30%. The 85+ group in particular is projected to rise by over 60%, from approximately 2,400 to 3,900.  4.5 The 2011 Census is still the most recent Ethnic Group Count source of official statistics on the ethnic breakdown of the borough’s population, and the relationship between ethnic group and other social characteristics.  4.6 The proportion of Blackburn with Darwen residents who described themselves as Indian or Pakistani were the 11th and 6th respectively of any local authority in England.  4.7 The 2019 Indices of Deprivation were published in September 2019 replacing the previous 2015 edition. They are constructed from an array of deprivation indicators covering 'domains' such as poverty, health, education, crime, living environment, housing and access to services.  4.8 Blackburn with Darwen has 91 Lower Super Output Areas (LSOA), 33 of them (i.e. over a third) are among the most deprived tenth (or 'decile') of LSOAs nationally. Two of these LSOAs are among the most deprived 1% in England and a further 12 are in the most deprived 5%.  4.9 According to the latest ‘End Child Poverty’ figures indicate that relative child poverty in Blackburn with Darwen stood at in 2019/20 an estimated 36.1% of children living in poverty (after housing costs), giving it the 4th highest rate in the North West.  4.10 Gross Disposable Household Income (GDHI) is the amount of money that individuals in households have available for spending after taxes and benefits. The Blackburn with Darwen provisional 2018 figure of £13,741 of per head is the 3rd lowest in the UK (after Nottingham and Leicester), and the lowest in the North West. It compares with an England average of £21,609. Blackburn with Darwen has consistently been in 2nd or 3rd lowest place for the past eight years.  4.11 GP’s, A&E, Hospital and other health / Mental Health services equate to 0.8% of referrals into the treatment system.  4.12 Individuals in the age group 40 – 44yrs account for 18.3% of those in treatment.  4.13 Of those in treatment, 30.4% are recorded as having a child living with them.  4.14 72% of those starting a new treatment journey have an identified mental health need with no treatment received for 31.8% of them.  4.15 For those individuals starting treatment 20% are recorded as being in regular employment.  4.16 Domestic abuse, mental health, self-harm and anti-social behaviour / criminal act are amongst the wider vulnerabilities noted for young people who have accessed support.  **5. The Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults**  5.1 The overall aim of the service is to reduce the harm to individuals, their families and their communities caused by the use and misuse of drugs and alcohol and improve the quality of life they lead.  5.2 Geographic coverage / boundaries  The Service will serve the population of Blackburn with Darwen Borough Council with boundaries applying.  5.3 Access and referral to the treatment system  As a standard the service will need to be designed to meet the following access & referral requirements:   1. The Provider shall demonstrate equitable access to the service, ensuring that the client group (service users) reflects need and prevalence within the local population 2. The Provider shall work towards a culture of proactive engagement and ensure waiting times are kept to a minimum. 3. Robust and clearly defined referral pathways and protocols must be in place to ensure continuity of treatment between the different services that comprise drug and/or alcohol treatment provision in Blackburn with Darwen with particular reference to GP providers, community pharmacies and Tier 4 inpatient detoxification/residential rehabilitation providers. 4. Any referring professional and/or partner will be updated on the outcome of their referral at the earliest opportunity. 5. Prompt access (within two working days) shall be provided for vulnerable groups (eg: street sex workers, those identified with multiple and complex needs) 6. Prompt access (within two working days) shall be provided for those identified as having multiple alcohol or drug related hospital admissions or in contact with hospital alcohol care & liaison teams. 7. Re-presentations will be reviewed and offered revised interventions that address the relapse or previous disengagement. 8. The Provider shall be proactive in working with partners to create a wide range of venues in the community that can be accessible to service users for all appointments including medical reviews. 9. Domiciliary appointments will be utilised where appropriate. The Provider shall ensure it has in place a lone worker policy.   **Access and referral to the treatment system via the young person’s substance misuse service**  This service shall deliver an integrated drug and alcohol service for young people up to and including the age of 25 years. The service will provide pharmacological and psychological interventions, 1-1 support, structured recovery group work, semi structured recovery support and mutual interest provision, life skills and access to training and education.  There is an overlap of provision between the adult’s drug and alcohol service set out in this specification and the young person’s substance misuse service, for young people aged between 18 and 25 years.  The Provider must demonstrate appropriate transitional arrangements for service users who require transfer between the Young People’s Substance Misuse Service and the Adult Drug and Alcohol Treatment System at any point between the ages of 18 and their 25years where their needs cannot be met effectively by the Young People’s Substance Misuse Service or/and when the service user turns 25 years with a continued treatment need.   1. In such cases, a transitional recovery plan shall be developed and reviewed by the young people’s substance misuse service. A case manager within the young people’s service must liaise with the adult drug and alcohol service to ensure a stepped approach to the transition. 2. The young person and, where appropriate, parents or carers, must be involved in developing the recovery plan, to ensure that all parties are clear on expectations when transitioning from a young persons’ service into an adult service.   5.4 Care Pathways  The Provider shall develop and establish formalised and documented care pathways to ensure there is suitable access and understandable, effective referral routes into the service for professionals, families, carers and those in need of support across the local authority. There must be clear entry and exit points and an emphasis on harm reduction, recovery and Making Every Contact Count (MECC) within all care pathways.    5.5 Referral criteria & sources  It is expected that there will be a variety of referral sources into the service. These will include individual (self-referral), concerned others (e.g. a family member / carer or supporting other), digital and partner agencies / involved professionals.  5.6 Key Settings and Priority Groups  The service must prioritise and target the following settings and groups:     1. Service users or potential service users with dependents or childcare responsibilities with consideration given to their needs such as settings which will include family spaces. 2. Pregnant women. 3. Service users with mental health and/or physical comorbidities that can be supported in a community setting. 4. Individuals with learning disabilities 5. Treatment naive and/or treatment resistant service users 6. Service users who are street homeless, no fixed abode, unstable housing or identified as residing within HMO’s. 7. Service users who are currently injecting. 8. Longer term service users (in treatment in excess of 4 years) 9. Those identified with multiple and complex needs (Making Every Adult Matter/Adverse Childhood Experience) 10. Vulnerable young people (young carers, child sexual and criminal exploitation) 11. Young people in care and care leavers 12. Those released from prison / YOI 13. Underserved groups within the treatment system, in line with the JSNA recommendations and detailed further below.   <https://blackburn.gov.uk/sites/default/files/media/pdfs/UA-Summary%20Review%202020_0.pdf>  Protocols must be in place to maximise access to chronically and socially excluded groups. During the mobilisation period and throughout the contract, the successful Provider will be asked to detail how they intend to increase and assure equity of access to the following groups:     1. Women using drugs and alcohol, including those that are high risk (e.g. involved in sex working, sexual & criminal exploitation) 2. Alcohol only dependant adults 3. Crack cocaine users 4. Individuals with multiple and complex needs (including mental and physical health issues, learning disabilities and involvement in the criminal justice system) 5. Individuals who identify themselves as LGBTI 6. Individuals who identify themselves from a Black and/or other ethnic minority group currently underrepresented in the treatment system 7. Individuals who are in unstable housing or are homeless     The service must be set up in order to provide translation services, as required, including the provision of leaflets and information sheets, both printed & digital, in a variety of languages and Easy Read formats.  5.7 Exceptions  Individuals from out of borough will be assisted as best as possible to engage with the service that is best suited to meet their presenting needs to ensure the best possible outcomes for the individual.  NB: Where a client presents as no fixed abode or NFA, the service will screen and assess the person, working in partnership with the Housing Needs Team, partner agencies and when required drug and alcohol services elsewhere.  5.8 Location(s)    The Provider must ensure the service is delivered in range of environments (eg: GP surgeries, hostels, pharmacies, education establishments) appropriate to service user need, geographical location, operational considerations and clinical effectiveness across Blackburn with Darwen.  The Provider shall ensure there are a number of fixed-site premises. The fixed sites will be suitable to accommodate open-access, as well as scheduled one to one appointments and group activities; additionally they will act as the central bases for Multi-disciplinary Teams.  The Provider will be responsible for securing and developing at least one publically accessible, specialist treatment premises as required to accommodate open-access, scheduled one to one appointments and group activities.  It is the responsibility of the Provider to ensure that all premises (including vehicles) being used for the service are fit for the purpose of providing the service.  There shall be a strong emphasis on the provider to demonstrate innovation in negotiating service delivery location(s) across the boundaries of Blackburn with Darwen in order to achieve equitable access and increase the numbers of service users engaged in treatment and to target so called ‘hard to engage’ groups. The delivery locations will be suitable to accommodate open-access, as well as scheduled one to one appointments and group activities.  All premises used will be fully compliant with all requirements of the Disability Discrimination Act in respect to accessibility.  Provision should be equitable across the Blackburn with Darwen footprint, accessible by public transport with reasonable journey times (no more than one hour by public transport) for the majority of residents and meets the needs of diverse groups. This includes protected characteristic specific provision where appropriate.  Home visits - The Provider shall adopt a pragmatic approach to access and, where feasible and in accordance with organisational risk management procedures, service users who have difficulty accessing service premises will receive home visits as part of their treatment offer. (‘Home’ in this case refers to place of residence and includes hostels / care homes as an example).  This shall include drop in and /or a visible presence in supported housing where alcohol and drug problems are identified by a relevant housing providers and agreed by the Council. This shall be part of the core offer of the services.  5.9 Outreach & Detached  The Provider shall deliver a dedicated outreach programme to identify, inform, support and motivate hard to engage individuals / groups into mainstream provision and provide a range of peripatetic advice, information and brief interventions within the context of outreach & detached work.  This must also include service information, harm reduction packs and harm minimisation interventions utilising proactive techniques and new technologies to engage high risk and ‘hard to reach’ groups. It is important that these services support motivation to engage in treatment where appropriate and help eliminate barriers to treatment entry.  **6. Days / Hours of Operation**  6.1 The Provider shall operate flexible opening hours to meet local demand 365 days a year. This will require core hours of operation inclusive of evenings and weekends (to a minimum of two late evenings and weekend sessions) per week which will be defined by service user consultation, on local need and demand and delivered flexibly to meet emerging needs.  6.2 The Provider must ensure there will be access to telephone, digital and community activity/intervention support when the offices are closed. This must be defined by the needs of different service user groups and agreed in consultation with the commissioner, service users and those partners named, but not limited to, in the Key Partners and Partnership Working Section.  6.3 The commissioners expect to be kept fully informed regarding opening hours. Evidence of demand or lack of demand will be required to support opening hour arrangements.  **7 Open Access Services**    7.1 The integrated drug and alcohol service shall offer open access services to drug and alcohol users in Blackburn with Darwen at venues and times that are easy to access and not limited to the treatment service’s premises. Where appropriate, service users will be signposted and/or referred to interventions within the drug and alcohol integrated service and/or to appropriate external services.  7.2 Low threshold and brief interventions must be offered within the service for any service user that may not need or be ready to engage with structured interventions. Utilising a partnership led approach this will include, but not be limited to:     1. Adopt a ‘making every contact count’ (MECC) approach in all aspects of service delivery so every opportunity is utilised to inform people of the risks of substance use, and motivate/support them into treatment are optimised. 2. Provision of a range of information on drugs and/or alcohol and their effects which are accurate, appropriate and available in a range of media (accessibility of materials to be considered including ‘easy read’ documents and a variety of languages). 3. Provision of information, advice and support to remain as healthy and as safe as possible until, with appropriate support, they can achieve a substance misuse free lifestyle. 4. Advice and support to reduce problems associated with substance misuse, including health, social, psychological and legal problems, including preventative interventions and health promotion advice. 5. Consider practical support through basic services such as the provision of food and drink, laundry and washing facilities. Provider(s) to consider how to offer this provision via an open access area where potential and/or current service users can attend for warmth, comfort and a drop in support. 6. Practical support via access to the needle and syringe programme and other harm reduction interventions, health services and social care. 7. Advice and support to reduce high risk behaviours, such as unsafe injecting and other unsafe practices, and promote awareness of blood borne viruses (BBVs) and overdose risk prevention, including the provision of naloxone as appropriate. 8. Access to BBV testing, hepatitis B vaccinations and hepatitis C treatment for those eligible. 9. Information and advice around sexual health and reducing the risk of HIV and other sexually transmitted infections. The service will seek to increase the uptake and effectiveness of interventions to improve sexual health in the drug and/or alcohol treatment population, including access and advice for partners of service users. 10. Advice and support to improve overall personal, social and family functioning by enabling access to other health and social care services, including supporting all service users with GP / dental registrations as required.   **8 Psychosocial Treatment and Support**  8.1 The Provider must utilise the PHE (now Office for Health Improvement & Disparities) evidence review of drug and alcohol interventions.  <https://www.gov.uk/government/collections/alcohol-and-drug-misuse-prevention-and-treatment-guidance>  8.2 The term ‘treatment’ in this specification means a whole system approach to the recovery of the individual and their family/carers/supporting others. In summary this requires a clear focus on behaviour change.    8.3 The Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults shall deliver a range of structured psycho-social interventions as part of individual plans and in support of a wider treatment package in one to one and group settings. Psychosocial interventions should aim to promote a person’s wellbeing using a diverse range of approaches to address a person’s health & wellbeing, social support, culture and values that influence their experience and social and family functioning.  8.4 The Provider shall, ensuring service user choice, offer a variety of low, medium and high intensity interventions based on the presenting need to:   1. Create opportunities for service users to make changes to their drug and/or alcohol use with the ambition of improving overall health and lifestyle outcomes. 2. Include engagement and retention in effective drug and/or alcohol treatment, reduction of/abstinence from drug and/or alcohol misuse and improvement in mental and physical health and wellbeing. 3. All service users in the local authority in receipt of OST either coordinated by the service or through GP Shared Care providers. 4. Adopt, embed and deliver a partnership led preventative model aimed at reducing Alcohol Harms and Raising Awareness for those individuals not within the treatment system. 5. Provide person-centred holistic care informed by ongoing individual assessment of need that is underpinned by a structured recovery plan subject to regular monitoring and review. 6. Promote a recovery focus from initial point of contact and revisit this at every subsequent contact throughout the duration of engagement with the treatment system, acknowledging recovery means different things for different people. 7. Ensure all service users’ needs are met - this should take into consideration service user motivation to change, substance use choice, stage in recovery and individual circumstances. 8. Take into account previous treatment engagement and participation with structured psychosocial interventions so as to avoid duplication and optimise existing recovery capital.   8.5 The provider, must demonstrate and evidence enhanced support, that will:   1. Incorporate a variety of different approaches in order to increase service user interaction with treatment throughout the duration of engagement. This may include the use of visual, audio and kinetic approaches as part of service delivery. Translation services may also need to be acquired. 2. Ensure that structured psychosocial interventions are available in a variety of different locations across Blackburn with Darwen, including hostels & pharmacies where practicable, and not solely delivered within the service premises. 3. Where the service does not have specialist expertise or knowledge to provide a particular type of structured psychosocial intervention, this must be sourced through an external provider using the contract value. This will form part of the regular programme of staff training. 4. Offer and deliver a range of structured psychosocial interventions to criminal justice service users with consideration given to the need for in reach provision. 5. Ensure that assessment for more intensive structured psychosocial interventions covers mental health comorbidity that is subsequently managed appropriately with referral to and liaison with relevant mental health services. 6. Demonstrate special consideration of the 1:1 and group-based needs of different cohorts of service users and offered tailor packages of structured psychosocial interventions to meet needs. For example, service users with drug and/or alcohol use who are engaging in PSE (Public Sex Environment) activity. 7. Use the Treatment Outcomes Profile (TOPs) / YPOR (Young Peoples Outcome Record) for evidencing recovery progression ensuring all structured psychosocial interventions are captured & recorded on NDTMS as a true reflection of treatment activity. 8. Use volunteers, peer mentors and lived experience where appropriate to assist in the delivery of structured psychosocial interventions and provide a visual example of recovery to service users. 9. Delivery of assessments/interventions via secure digital platforms. This can be used to particularly target individuals who may not be willing or able to attend or access appointments at the service sites due to cultural and lifestyle sensitivities such as those in full time employment, with mobility issues, who engage in street sex work and from Black, Asian and Minority Ethnic communities.   **9 Community Specialist Clinical Interventions – Adults**  9.1 The provider must have robust clinical governance policy and framework in place on the commencement of the service. The provider will adhere to the standards set out in the Department of Health’s (2017) Drug misuse and dependence: UK guidelines on clinical Management. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/673978/clinical_guidelines_2017.pdf>  9.2 The contract value includes agreed budgets and responsibilities for key functions in relation to FP10 costings and dispensing costs, needle exchange/pharmacy development, supervised consumption and prescribing for all drug and alcohol related services and costs within the community setting and the budget for commissioning work within primary care 'shared care'. The Provider will work closely with Blackburn with Darwen Council to maximise service delivery and ensure effective coverage in regard to Local Improvement Service contracts.  9.3 The objectives of the Community Specialist Clinical Interventions for Adults are to:   1. Provide needs led care that is regularly monitored and reviewed in a structured recovery plan of treatment with the ultimate ambition of abstinence and/or stabilisation for those where abstinence may be unlikely (as linked to level of complexity and/or comorbidity). 2. Assist service users to maximise their physical and mental health state and general well-being by engaging with available services. 3. Promote stable drug use by ensuring optimum dosing on substitute medication to alleviate withdrawal, to reduce craving and related harm and to limit the use of continued illicit use (including alcohol and prescription drugs) whilst prescribed opiate substitute treatment. 4. Provide medically assisted alcohol withdrawal programmes and drug detoxification programmes as part of a stabilisation or abstinence plan of care. 5. Provide efficient access to community based specialist prescribing interventions, prioritising rapid prescribing to particular groups, including but not limited to those noted in Section 6.6. The service will aim to have all new presentations requiring opiate substitute treatment prescribed on the same day of presentation but always within 48 hours of triage assessment. 6. Develop and implement innovative approaches (including prescribing models indicated) for the clinical management of non-opiates, prescription medications (including benzodiazepines), over the counter medications, new and emerging drug trends as and when required. 7. To undertake a regular review of suitability for current prescribing regimes with the service users and to support transition of care to primary care at the earliest opportunity in order to support reintegration with communities. 8. To embed processes that ensure optimal dosing is reviewed as part of any recovery plan and/or medical review. 9. Support service users to reduce/detox from their opiate substitute treatment when ready and/or if on lower doses and stable. 10. Ensure that multidisciplinary working arrangements and partnerships are in place to support work with mental health comorbidity (including low level anxiety, depression and acute mental health problems). 11. Liaise and work in partnership with services across, and who serve with, Blackburn with Darwen to support effective care management of service users. This shall include liaison with and provision of continuation of substitute prescribing for service users being released from custodial environments via the criminal justice pathway, discharges from hospitals/in-patient units, and transfers from other boroughs and/or services to reduce the risk of overdose 12. Provide an appropriate venue in order to prescribe specialist clinical interventions for drug and alcohol treatment, including a CQC approved room/building. 13. To ensure the service can provide the above, the Provider(s) must ensure appropriate level of resource is offered to clinical provision, including sufficient staffing that have appropriate competences and time.   9.4 The Provider must:   1. Provide recovery focused, community based prescribing services, utilising medical and non-medical prescribing options. It will provide treatment to adult service users (and under 18 year olds, as required) whose drug use is moderate to severe and who are not appropriate for management in GP Shared Care due to their level of complexity/comorbidity (eligibility and transfer to/from GP Shared Care to be negotiated. 2. Ensure service user choice is considered when agreeing the location of community prescribing as part of this service. 3. Ensure service users requiring specialist community prescribing interventions receive these in 4. conjunction with structured psychosocial interventions, as outlined in Section 10. This agreement between service user and the service will be set out as part of recovery planning. 5. Provide continuation treatment for all service users currently receiving specialist drug and/or alcohol prescribing interventions within existing specialist prescribing services from the commencement of the contract. 6. Reassess all existing service users in receipt of substitute prescribing medication within six months of the commencement of the new service contract. Where appropriate, this will include a comprehensive review of the treatment offer including engagement with psychosocial interventions alongside a prescription to improve outcomes. 7. Conduct comprehensive assessments, risk assessments and management plans for all service users potentially requiring specialist clinical interventions. 8. Evidence compliance drug testing to support effective clinical risk management. Drug testing can also be used to demonstrate treatment progression; however it should be used in conjunction with other monitoring measurement tools. 9. Deliver specialist prescribing arrangements for service users engaged in the criminal justice system including ensuring working protocols and discharge planning processes are in place with linked prisons and to manage continuity of care linked to clinical treatment need with the community. 10. Provide support to any unregistered service users to register with a GP at the earliest opportunity. 11. As a standard, communicate with GPs and other services involved at the onset of treatment, at any review and on a minimum quarterly basis thereafter. 12. For any service users where community based stabilisation or detoxification may not be suitable or is not medically recommended, complete a referral to an in-patient detoxification unit. 13. Provide the full range of NICE recommended pharmacological interventions for drug and alcohol dependent service users. This includes opiate substitute treatment, clinical interventions that support community detoxifications, relapse prevention prescribing, and withdrawal management. 14. Ensure that an information sharing agreement and agreed mechanisms are in place with local hospitals to ensure that clinical information (including prescription information) is shared between parties to facilitate care whilst in hospital and discharge planning. In addition to ensure that agreed mechanisms are in place to cancel prescriptions with community pharmacies when service users are admitted to hospital. 15. Ensure that provision of safe storage containers/facilities and clear advice on their use is provided to service users receiving take home medication where required.   **10 Community Specialist Clinical Interventions - under 18s**    10.1 The Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults will be responsible for specialist clinical interventions required for any Blackburn with Darwen resident under the age of 18 years.    10.2 The service must:   1. Medically assess any young person with an identified need within 48 hours of referral. It is the responsibility of the young person’s substance misuse service to conduct a full assessment of need, however clinical experts (including the service’s consultant psychiatrist) should be made available to offer expert advice to the young person service as required. In-patient detoxification may also be considered. 2. A collaborative care package must be delivered via the young person and adult treatment service at all times, ensuring the psychosocial and support element of treatment is continued by the young person service. 3. Assess the best location to provide clinical interventions for the young person (this may be somewhere other than the adult treatment location). If the young person is to attend the adult treatment office, the young person must be escorted by their substance misuse key-worker from the young person service, and steps will be taken to reduce any contact with adult service users (e.g. will not wait in the reception area, use different entrances/exit if possible). 4. The safeguarding of the young person must be at the heart of all clinical decisions and the overall recovery package. 5. Complete ongoing medical reviews with the young person (and key-worker) every 1-2 weeks initially, followed by every 4-6 weeks at the very least, and provide clinical interventions as a short term offer as much as possible. 6. Follow appropriate clinical governance in line with substance misuse treatment for under 18s and ensure consent to treatment is covered (including parental, or similar consent, as required). 7. Ensure effective partnership working and information sharing, at the very least, with the young person’s GP and the Children and Families Service (consent and/or acceptable reason for doing so in the absence of consent dependant)   **11 Pharmacies - Supervised Consumption / Needle Syringe Programme**  The budget for supervised consumption and needle syringe programme is included within the overall contract price. The Provider shall manage the budget, arrangements and co-ordination for pharmacy based supervised consumption and needle syringe programme through Local Improvement Service agreements.  11.1 The Provider shall be responsible for ensuring there is sufficient coverage and availability for the supervised consumption of opiate substitute treatment prescribed by the service. The provider is encouraged to use Community Pharmacy Lancashire to ensure equitable access to pharmacies offering supervised consumption and the needle syringe programme. The Provider shall work with service users to identify their most appropriate pharmacy.  11.2 The Provider shall contract the pharmacies involved in the supervised consumption scheme and needle syringe programme to ensure clinically safe activities via a Local Improvement Service agreement. The contract price includes the cost of incentivising pharmacies to be involved in the supervised consumption scheme and needle syringe programme, monitoring of their activity and the training of pharmacy staff, and so must be borne by the Provider.  11.3 The provider must:   1. Have local protocols in place for supervised consumption activity, in line with national guidelines. 2. Ensure supervised consumption is used initially for new presentations to treatment, supporting the titration period and ensuring compliance with prescription. 3. Agree a general eligibility criteria for when a service user might be progressed to non-supervised treatment in line with national guidance -including compliance with prescription (i.e. no additional illicit use, including alcohol and prescription medication), employment and accommodation status, and consideration to safety and safeguarding within the home & family environment (e.g. provision of lockable storage cabinets for service users living with children). The use of the criteria will be considered on a case by case basis. 4. Ensure through its contracting arrangements with pharmacists that any missed doses are reported to the prescriber. e. Notify Blackburn with Darwen Council of the pharmacies and pharmacists accredited to provide supervised self-administration on a quarterly basis through contract monitoring. 5. Ensure that the needle syringe programme is delivered and reviewed in line with national guidelines. 6. Present performance and financial data at contract performance reviews related to supervised consumption and needle syringe programme activity. 7. Embed a provider forum for those pharmacies, and other sites, delivering the supervised consumption and needle syringe programme to share best practice and aid continuous development.   **12 Community Based Detoxification**  The Provider shall offer robust community-based detoxification for suitable cases, and to make effective referrals to inpatient detoxification where appropriate. Detoxification will not be enforced, but will be positively promoted as part of a recovery pathway to be accessed when the Service user is ready.  All detoxification is to be followed by aftercare support (unless the individual is accessing residential rehab).  Community detoxification shall be offered where clinically appropriate and supported by a comprehensive risk assessment and intensive care plan.  Medically assisted alcohol and drug withdrawal shall be delivered, where clinically identified as appropriate, in community settings.  The Provider must keep all partners (as identified on the care plan e.g. GP, pharmacist, healthcare worker, family or carer) fully informed.  Pre-detox work shall be provided, including families/carers whenever possible.  The Provider must work closely with Blackburn with Darwen Council and the recognised panel regarding access to Tier 4 services.    **13 Tier 4 Inpatient Detoxification and Rehabilitation Services**  The Provider shall support access to Tier 4 treatment provision for individuals whose drug and alcohol treatment needs cannot be best met in a community setting or it is not appropriate to do so (e.g. for health and/or social care reasons). Referral to Tier 4 interventions must be part of the range of interventions regularly offered, and reviewed with service users at each care plan review.  The Provider shall work closely with Blackburn with Darwen Council with regard to the agreed Tier 4 Framework arrangements for inpatient detoxification and rehabilitation to ensure seamless assessment/access procedures are in place.  The Provider shall create and maintain positive relationships with Tier 4 providers and stakeholders to ensure smooth and effective transfer of treatment between Tier 4 provisions, hospital based alcohol care teams and community services.  The Provider shall keep all partners (as identified on the care plan e.g. GP, Pharmacist, housing, family or carer) fully informed in writing of any developments in the care plan.  In order to reduce attrition within Tier 4 treatment, the Provider must offer preparatory work. This shall include preparatory group work sessions, structured 1:1s and a random drug screen. Clinical need must be considered when deciding the appropriate length of the preparatory programme.  For exceptional cases, the service must also be able to assess and organise a short notice admission to an in-patient unit for a detox and/or stabilisation plan. Such a service user can be referred to Tier 4 treatment without completing the detailed preparatory work programme. Although this list is not exhaustive, the following must be true for a short notice admission to be considered:   1. Any delay in admitting a service user to an in-patient unit will significantly worsen an individual’s physical and/or mental health. 2. The service user is pregnant and any delay in admitting the service user to an in-patient unit may harm the mother and/or unborn child (the mother’s place in her trimester to be considered as part of this decision as per Clinical ‘Orange Book’ Guidelines). 3. The service user requires short notice admission to protect them from additional harm including safeguarding risks.   The Provider must ensure aftercare is thoroughly considered and organised for all service users referred and attending Tier 4 treatment provision. This could include transfer back to the Integrated Drug and Alcohol Prevention and Recovery Service, transfer to other local authority drug and alcohol services (if appropriate) and referral and assertive support accessing activities that will help maintain recovery (e.g. ETE provision, accommodation support, community activities, social networking events, and other services that support ongoing health and social care needs).  The Provider must also consider their response to an unplanned exit from Tier 4, including the provision of naloxone for those at high risk of overdose and the requirement to assertively re-engage a service user into community treatment.  **14 Shared Care**  The Provider shall, where applicable, deliver a proactive shared care model of service provision for all substance misuse service users, as appropriate to their clinical/personal needs in conjunction with local GPs.  The Provider shall work with Blackburn with Darwen Council and local Clinical Commissioning Groups to review the model of shared care and examine who is best served by this intervention, particularly focussing on those with long term conditions and on a minimal basis, the following will be considered:   1. Treatment compliance 2. ii. Stable prescribing 3. iii. Housing status 4. iv. High risk injecting status 5. v. Psychiatric illness status 6. vi. Pregnancy status   The Provider shall work closely with GP primary care teams and Blackburn with Darwen Council to expand the interventions available within the primary care setting.  The Provider shall support GP primary care teams by providing a range of evidence based, structured psychosocial interventions by suitably qualified and experienced staff.  The Provider shall advise GP primary care teams, where required on the management of benzodiazepines and the problematic use of pain management medication, including brief joint working where required. Provide support to general practice staff in delivering and monitoring Alcohol IBA as part of the wider wellbeing agenda and to provide training, Alcohol IBA and Extended Interventions.  Specialist clinical support and training for GP’s and other primary health care staff will be provided as required.  Shared care practices must have at least 1 clinician who have completed the Part 1 Royal College for General Practitioners (RCGP) substance misuse training.  The Provider is required to:   1. Agree a contract with local GPs that is managed effectively by the provider via regular communication, data collection and feedback mechanisms. 2. Have excellent working relationships with local GPs. The service must ensure regular communication with GPs, and operate in an open and transparent way that will benefit service users (with consent). This will include gathering ongoing feedback from the GPs, and ensuring the Shared Care scheme is delivered collaboratively. 3. Meet on a minimum 3 monthly basis with the GP to clinically review the caseload. 4. Liaise regularly with community pharmacists 5. Organise immediate transfer back to secondary care services for service users who become inappropriate for treatment within Shared Care as a result of clinical need or inappropriate behaviour or where the Shared Care provider becomes unwilling to continue to manage the service user for any other reason. 6. Arrange referral of patients to other services, for example, detoxification and rehabilitation, hepatitis and HIV screening and testing and treatment, other statutory/voluntary sector services as required 7. Alert the GP, related primary care services and others as appropriate to changes in the patients’ healthcare or other emerging needs 8. Maintain accurate and up to date records of contact and content of consultation in line with Record Keeping Policies   **15 Alcohol Care Teams**  The Provider shall ensure there is effective liaison & communication, specific pathways and agreements between hospital based alcohol care teams and the community treatment service in Blackburn with Darwen.  The Provider shall ensure there are efficient protocols in place for information sharing to support the transfer of care when an individual is admitted or discharged from hospital with drug and alcohol treatment need.  The Provider shall assist hospital based alcohol care teams to facilitate onward Tier 4 pathways for inpatient detoxification and residential rehabilitation interventions for continued recovery.  Assertive outreach shall be developed to engage high impact alcohol-related frequent attenders were persistent and repeated attempts to contact has failed with an emphasis on maintaining contact and building relationships.  The Provider shall share its expertise with the alcohol care team concerning treatment for individuals that may be withdrawing from alcohol - including other substances- through regular training events and skill sharing sessions.  **16 Criminal Justice**  The aim of the criminal justice pathway is to increase and maximise opportunities to engage individuals and reduce their offending behaviour linked to their drug and alcohol use through a dedicated Criminal Justice Team.  The Provider shall be required to deliver interventions specific to Integrated Offender Management (IOM), Drug Rehabilitation Requirement (DRR), Rehabilitation Activity Requirement (RAR), Alcohol Treatment Requirement (ATR) and to any future requirements or specific services that may be introduced. This will include written contributions for the purpose of an ATR/DRR Court review hearings.  The Provider shall ensure that initial assessments will be completed within a 7 day timeframe from date of sentence for those individuals on requirements or specific orders.  The Provider shall deliver interventions specific to arrest referrals, referrals and orders from community safety and provide continuity of care upon prison release.  The Provider shall be required to work in partnership with the Youth Offending Service to deliver interventions to young people were a Referral Order (RO) or Youth Rehabilitation Order (YRO) has been issued.  The Provider shall instigate joint working arrangements with criminal justice partners including joint inductions, risk assessment, initial assessment, care planning, care plan reviews and planned discharges.  The Provider shall ensure there is timely (24 hours) communication with the criminal justice services, in accordance with locally agreed protocols, regarding compliance with statutory court requirements, drug/alcohol testing appointments, Doctor/Nurse appointments, drug/alcohol test results and individual and group work attendance.  The Provider shall be expected to review and update all criminal justice pathways to reflect changing procedures and protocols.  The Provider shall participate in all criminal justice meetings and associated operations meetings as required providing regular updates to criminal justice partners on service user’s progress.  The Provider shall ensure staff, peer mentors and volunteers supporting service users that are engaged with criminal justice services receive appropriate competency-based training and development to support service user’s diversion from criminal activity.  The Provider shall provide information, advice, guidance and training and development to criminal justice services and staff to enhance their understanding of the stages toward addiction, harm reduction, treatment, and recovery and support interventions.  The Provider shall maximise the opportunity to access individuals engaged in the criminal justice system providing flexible out of hours provision sufficient to the demand and need of the individual and requirements.  The Provider shall work in coordination with staff (magistrates, clerks) within the courts to maximise the opportunity for engagement with offenders identified as problematic alcohol or other drug users.  The Provider shall work in coordination with police within the police custody suite to maximise the opportunity for engagement with offenders identified as problem alcohol or other drug users.  The Provider shall, through the delivery of prison in –reach services and subsequent post release outreach, establish effective pathways for prison leavers with substance use / misuse needs for continuation of care, access to interventions and recovery support.  The Provider shall deliver a programme of brief interventions specifically for people on probation aimed at cannabis use and wider ‘recreational’ drug use to reduce reoffending and support desistance from crime.   * Identify, and engage with, people who have substance misuse problems with complex physical and/or mental health needs, including co-morbidity. Providing advice, support and recovery focused structured clinical and/or psychosocial interventions to support recovery and primary health care needs. * Carry out comprehensive assessments and develop recovery plans that clearly identify how they will enable progression in addressing substance use and re/integrating into the community. * Support the development of service based recovery communities. * Further develop The Provider’s links with local recovery groups / mutual aid groups. * Ensure the timely and accurate collection, recording and reporting of specified data. * Ensure that all aspects of confidentiality are adhered to and ensure consent to share information is always obtained. * Help individuals to develop recovery resources and access peer and mutual support groups to develop their own recovery capital. * Provide health education especially in regard to harm minimisation, blood borne viruses and overdose prevention. * Assist and carry out appropriate screening processes including DBST, urine and saliva tests, after completion of appropriate training or demonstration of relevant experience. * Carry out key harm reduction strategies such as running of the Needle Exchange and distribution of Naloxone, after completion of appropriate training or demonstration of relevant experience. * Support the Team Leader to carry out case file audits and ensure findings encourage a culture of learning within the team, to help improve service user outcomes via the delivery of team learning packages. * Engage in regular consultation with service users to maintain the quality of the service, supporting staff by encouraging service user engagement. * Attend and participate in all necessary meetings. When applicable, manage the recruitment, supervision and development of Peer Mentors and Volunteers.   **17 Changing Futures**  The Provider will support the delivery of the Changing Futures programme in Blackburn with Darwen providing a worker / post holder who will work as an integral part of the multi-disciplinary team, to deliver high quality provision to service users. The post holder will be expected to work with service users with complex needs and act as a practice lead within the service.  The post holder will report directly to the respective Team Leader or Frontline Manager of the Changing Futures programme necessitating a flexible attitude to multi-agency working. that is vital to the development and continuity of the service.  The role may be required to supervise Volunteers and Peer Mentors.  The post holder will be required to undertake the following responsibilities that is vital to the development and continuity of the service.  **18 Recovery & Support**  The Provider shall embrace recovery support as an integral part of the service offer and service user’s recovery journey and must be focussed on building recovery capital of service users.  The Provider must adopt a whole person / family approach when providing drug and alcohol treatment to Blackburn with Darwen service users.  The Provider must ensure collaboration with service users in the development, design and delivery of recovery focussed activities with consideration to the location of groups to ensure that they are accessible to all communities and shall be offered at times which best suit service users need.  The Provider shall work collaboratively with Blackburn with Darwen Council, local recovery communities, and established Mutual Aid groups and service users (especially in the development of recovery leaders/champions/advocates), families and carers to ensure support networks and recovery communities flourish both within and external to the service provision.  The Provider shall deliver services through face to face and digital support in a range of settings in order to improve the gateway into recovery.  The Provider shall take an asset-based community development approach to supporting local grass roots organisations develop independently of treatment provision; such organisations will be essential in sustaining treatment gains in health, wellbeing and desistance.  The Provider shall support visible recovery in local communities to promote reintegration, social inclusion and the development of self-esteem and social skills.  The Provider shall also understand the needs of those who do not wish to engage with visible recovery and promote mutual aid as appropriate.  The Provider shall support the use of mutual aid attendance for people in early recovery in accordance with Public Health England (2013) (now Office for Health Improvement & Disparities) Improving access to mutual aid: A brief guide for alcohol and drug treatment service managers and: “A briefing on the evidence-based drug and alcohol treatment guidance recommendations on mutual aid.”  The Provider shall facilitate access to meaningful education, training and employment opportunities for service users enabled by excellent joint working relationships with local agencies and support services that offer service users opportunities to gain employment, or attend education and training.  The Provider must (in collaboration with service users) consider positive activities that increase a service user’s sense of community, social capital and reduce isolation and loneliness. The activities provided must be diverse in nature so they are attractive and engage service users with consideration for protected characteristics.  The Provider shall allocate specific capacity to support individuals in unstable accommodation (including those rough sleeping) find suitable and sustainable living arrangements in support of the Homeless Rough Sleeper Strategy Vision: To end Rough Sleeping and Reduce Homelessness in Blackburn with Darwen. This shall include partnership and involvement with local Housing Needs Team that work to provide stable accommodation to local residents.  The Provider shall draw upon the lived experience of past and present services users, and their families & communities, to strengthen recovery support.  **19 Key Partners and Partnership Working**    19.1 The provider shall ensure efficient and effective partnerships are in place and maintained in order to deliver a holistic approach to service user needs, whilst specialist drug and or alcohol treatment is delivered by the provider. This must include regular attendance at local groups and partner meetings as appropriate.  19.2 The Provider shall ensure there are efficient protocols in place for information sharing to support the continuation and transfer of care when an individual is supported via multi-disciplinary teams or other multi agency arrangements.  19.3 Key partnership working must be demonstrated with a wide range of services. The service will provide specialist consultancy, liaison, training and support to generic services who are working with people experiencing alcohol and drug problems and will need to build each of the following key partnership areas as a minimum in Blackburn with Darwen:   * Local hostels and housing related support services, street homeless outreach services and floating support services * Children and young people’s services * Adult and children’s social care * Child safeguarding – (via representation at the Multi Agency Safeguarding Hub –MASH) * Adult safeguarding (including representation at the Multi-agency Risk Assessment Conferences- MARAC / Complex Case Panel) * Mental Health Services, Lancashire & South Cumbria NHS Foundation Trust, East Lancashire Hospital Trust, IAPT services, ASC (Mind) Child and Adolescent Mental Health Services (CAMHS) * Education Providers (and those home educated) * Primary care/GP partnership and liaison * Hospital liaison in all relevant hospitals * Sexual Health Services * Community safety teams * Disability support services including local learning disability support services * Employment, training and education (including volunteering) services * Domestic abuse/criminal & sexual exploitation/sex workers services * Criminal justice (to include integrated offender management, HM prisons, HM Courts service, police, probation, YOS Service) * Lancashire Council of Mosques, BaME community groups * Community pharmacies * Residential rehabilitation and locally developed bespoke residential support services * A range of wider Public Health (including commissioned) universal services or offers across the life course (eg: Blackburn with Darwen 0-19 Universal Services, Tobacco Control) * Local and relevant VCS organisations * Mutual Aid groups * Lancashire Constabulary, North West Ambulance Service, Lancashire Fire & Rescue Service * Department of Work & Pensions * The Thomas Project * School Health Nurses   **20 Promotion, Marketing and Communications**  20.1 The Provider shall be proactive and innovative in their approach, maximising the potential of digital communications, providing additional ways to engage with target audiences via social media with relevant protocols in place.   * The Provider is responsible for promoting the service and developing referral sources and pathways. * The Provider shall enhance the delivery of web based services, including the supply of promotional information and service access mechanisms, e.g. online appointment booking, Needle Syringe Programme. * The Provider shall be responsible for providing and maintaining a website and social media platforms which the public and other stakeholders can easily find information on relating to the service. * The Provider must conduct a minimum of one stakeholder consultation per annum to establish experience and views on the promotion of the service. * The Provider shall ensure that they implement a comprehensive communications strategy to support service design and delivery, detailing how they will respond to the full range of communication requirements including a response to general enquiries, on-going care management issues and the handling of crisis/emergency situations.   20.2 The Provider of the service shall take a proactive role in supporting Blackburn with Darwen Council to adopt a public health approach to drug and alcohol use, enhancing the prevention and targeted offer by the specialist service. The Provider shall be expected to support delivery of all prevention and awareness focussed campaigns and training for Blackburn with Darwen Council in regards to drug and alcohol use. The Provider shall be expected to enhance, complement and work with other colleagues to increase this type of provision within the local authority.  As a minimum, the service is expected to:   1. Promote the service encompassing the role of digital within its offer 2. Support the making every contact count (MECC) approach. The Provider must ensure all staff have the skills to deliver very brief advice, utilising MECC training available across the local authorities if needed. 3. Identify and train other professionals in delivering trauma informed brief advice and interventions across Blackburn with Darwen. 4. Deliver at least four training / educational sessions a year to professionals who are likely to come into contact with people at risk of using substances problematically and/or already partaking in substance misuse. 5. Support, to include the delivery of, age-appropriate evidence-based programmes to educational establishments and support all young people to build resilience and avoid substance misuse.   Training sessions shall be aimed to increase other professionals’ confidence and skills in talking to people about substance misuse, the use of Identification and Brief Advice (IBA) for alcohol use, delivering practical advice on harm minimisation and motivating people to engage with treatment (including awareness of referral pathways).    **21 Health, Wellbeing & Prevention**  The overall aim of health, wellbeing and prevention is to provide a comprehensive package of care for all service users, and their families, of the Blackburn with Darwen integrated drug and alcohol service requiring interventions relating to general wellbeing at all points throughout the treatment system.  The Provider shall deliver services that fundamentally aim to change behaviour, prevent harm and reduce the demand on public services. This shall require a delivery model that is fully integrated with a specific focus on delivery into and alongside local communities and addresses primary, secondary and tertiary prevention.  The Provider shall offer advice, information and referral to all those who engage with the service. Advice, information and referral shall be targeted to key groups through outreach services and communication strategies.  The Provider shall ensure that all service users and carers/families receive clear, accurate and objective information on the choices available to them in order that they can make informed choices.  The Provider shall utilise related services where required including Wellbeing, Prevention, Early Help and commissioned services in Blackburn with Darwen.  The Provider shall promote, embed and deliver interventions that embrace the 5 ways to wellbeing:-Connect, Be Active, Take Notice, Keep Learning and Give.  The Provider shall align the service with Blackburn with Darwen Strategic Priorities as identified locally (e.g. Health & Wellbeing Strategy, Vulnerable Person Strategy, Corporate Plan)  The Provider shall work in partnership and refer into mainstream health-related services including GPs, Acute and dental services where appropriate.  **22 Blood Borne Virus**  Testing for Hep B and C shall be a priority; the Provider must also ensure HIV testing is available when required (Dry Blood Spot Testing is recommended). The Provider shall work with partners to ensure a full testing regime is available to all who require this, delivered by the Provider and/or partners to ensure high take up of such services. This shall include pre-and post-test counselling.  Vaccinating service users for Hep A and B will be a priority. The Provider shall be proactive with those who are difficult to engage/hard to reach groups, utilising outreach as appropriate. Children of service users and family/carers/supporting others and household contacts should also be encouraged to be vaccinated as appropriate. The Provider shall follow evidence based and locally agreed vaccination protocols.  <https://www.nice.org.uk/guidance/ph43>  <https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book>  All service users who have ever disclosed injecting practices should be encouraged to complete the immunisation course, and the offer of vaccination should be revisited regularly for those who decline.  The service shall offer access and direct provision for HIV, hepatitis B and C screening by competent staff.  Viral hepatitis care and referral pathways shall be central to the harm reduction services offered. The Provider shall be proactively engaged with specialist hepatitis treatment services to ensure that patient pathways for assessment and treatment are appropriate for service users diagnosed with viral hepatitis, in encouraging service users to be vaccinated against Hep A and B, and to be tested where relevant.  Any service user with a history of injecting (including those currently injecting) or who is at high risk of Hepatitis C shall be offered a Hepatitis C test within the service that offers a full result (i.e. full blood test or capillary test).  Service users should be offered a similar re-test every 6 months following a negative result and should be given harm reduction advice pre- and post-test.  Any service user with a positive Hepatitis C result must have a Liver Function Test (or any similar test) to identify liver damage, including cirrhosis, completed by the service.  The Provider shall engage with Blackburn with Darwen Council, Office for Health Improvement & Disparities and the local Operation and Delivery Network (ODN) to ensure treatment pathways are efficient and optimise access to treatment for Hep C.  Staff engaged in pre and post BBV testing discussions should be trained or have access to expert advice. It is recommended that key staff undertake Royal College of General Practitioners (RCPG) e-learning module which targets non-clinical staff RCGP online training <http://elearning.rcgp.org.uk/hepc>  The Provider shall designate a hepatitis lead for the Service. The lead should have the knowledge and skills to promote hepatitis B and C testing and treatment and hepatitis B vaccination. Consideration should be given to training peer mentors and health champions from the Service to support this work.  The Provider shall work with Blackburn with Darwen Council, Office for Health Improvement & Disparities and local sexual health services to understand BBV trends and target populations or issues as appropriate e.g. late diagnosis of HIV.  The Provider must also have a process in place for contacting/ tracing sexual and household contacts of patients diagnosed with hepatitis B or reporting to health protection teams for follow up.  The Provider shall have full policy and procedure documentation including Patient Group Directives (PGDs) for BBV pathways; these must be in line with Immunisation Against Infectious Disease, 2006 DoH.  The Provider shall use the most effective HBV schedules for different type of service user.  The Provider shall seek to work closely with Primary Care services, especially GPs and practice nurses to ensure maximum take up of BBV services. In the event of interventions being conducted by GP teams, the Provider shall negotiate what input is required by service workforce with local GPs and Blackburn with Darwen Council.  **23 Dual Diagnosis**  The Department of Health issued the following definition of dual diagnosis:  ‘The term ‘dual diagnosis’ covers a broad spectrum of mental health and substance use problems that an individual may experience concurrently. The nature of the relationship between these two conditions is complex. Possible mechanisms include: Substance use worsening or altering the course of a psychiatric illness; Intoxication and/or substance dependence leading to psychological symptoms; Substance use and/or withdrawal leading to psychiatric symptoms or illnesses.’  The term ‘Dual Diagnosis’ covers a wide range of problems that have both mental health and substance misuse in common. Dual Diagnosis can consequently mean different things to different service providers, but it can be summarised within four principal definitions:   * A primary mental health problem that provokes the use of substances (As may be the case with someone suffering from schizophrenia who finds that heroin reduces some of their symptoms). * Substance misuse and/or withdrawal leading to psychiatric symptoms or illnesses (emergence of depression post-detoxification – insomnia and low mood; also the emergence of a psychiatric disorder to which the individual was vulnerable pre-substance misuse). * A psychiatric problem that is worsened by substance misuse (for example, a person with heightened anxiety of danger from others who uses cannabis to relax, but finds that the cannabis can increase their paranoia, leading to increased alienation). * Substance misuse and mental health problems that do not appear to be related to one another (for example, someone who has an ongoing anxiety problem that is neither lessened nor worsened by drug or alcohol use).The Provider will aim to reduce any barriers for individuals with concurrent mental health and substance misuse issues accessing mental health support and treatment.   The Provider shall actively assess / screen for mental health conditions and must work in partnership to ensure access to mental health treatment for and collaborative management of people with concurrent substance misuse and mental health needs, so as to ensure an individual’s needs are managed holistically and that care is joined up, consistent and informed. This shall include working with primary and secondary care mental health services to encourage flexible ways of working across mental health to ensure that those using substances are not excluded from accessing mental health support based on their substance use or duration of their abstinence.  The Provider shall take a trauma informed approach throughout the service. Many people who access treatment and recovery services will have had an experience of trauma, as an adult, child or both. All front line staff must be trained to be able to recognise the signs of trauma and develop approaches which are safe, build trust, offer choice and build empowerment within recovery. Consideration of this approach also needs to be given to specific cultural and gender differences.  This shall require an approach consistent with the following principles:  Providing effective care for dual diagnosis service users can only be achieved by collaboration and integrated working models. Where possible co-location should be considered to support integrated working practices.  The Provider shall work with Blackburn with Darwen Council, Lancashire & South Cumbria Care Foundation Trust , East Lancashire Hospital Trust, Clinical Commissioning Groups and key stakeholders to develop a coordinated and collaborative whole system integrated pathway to support individuals who use illicit substances so that they have access to high-quality physical and mental healthcare, housing and employment.  The Provider shall have a recognised dual diagnosis lead as a single point of contact to facilitate improved working within the treatment service, making a commitment to workforce development, providing comprehensive training and developing competencies around dual diagnosis for all staff and volunteers.  The Provider shall work in partnership with partners and in line with NICE Guidance NG58 Coexisting severe mental illness and substance misuse: community health and social care services  The Provider shall work in line with the Public Health Strategy to promote good mental health and contribute to the prevention of mental health evidencing measurable improvements in mental health.  **24 Harm Reduction**  Harm reduction shall underpin the delivery of this service and must be available at all stages of the treatment journey and via all treatment pathways. The Provider shall work proactively and flexibly to reduce the harm caused by substance misuse and reduce the chances of substance misuse and wider lifestyle related harm.  Harm reduction shall be part of the core philosophy of service provision to support the health and wellbeing of all service users.  Harm reduction advice across the range of substances used will be offered and delivered ensuring all who require this receive high quality information and advice in a timely manner, including but not limited to:   1. Relapse prevention 2. Safer injecting 3. Safer drinking, including early intervention 4. Safer stimulant and ‘recreational’ drug use (e.g. in relation to shared straws / cocaine, polydrug use, start low, go slow, etc.) 5. Impact of tobacco use 6. Image and performance enhancing drugs 7. Prescribed and over the counter medications   The Provider shall deliver a needle and syringe programme, with a range of opening times, for all adults aged 18 years or above requiring sterile injecting equipment and the exchange of clean needles, syringes and associated injecting paraphernalia including those engaged in the wider treatment system.  The Provider shall coordinate the delivery of a needle and syringe programme from multiple sites across Blackburn with Darwen to ensure equitable access and in accordance with local need.  The Provider shall be expected to ensure continuity of care and access to the needle and syringe programme on the service ‘go live’ date.  The Provider shall work with Blackburn with Darwen Council and Office for Health Improvement & Disparities to ensure emerging threats are identified and acted upon.  Training must be provided for community pharmacists in relation to delivery of a needle and syringe programme and harm reduction advice and information, including substance misuse awareness issues.  The Provider shall ensure that community pharmacists are kept up-to-date with NICE guidance and emergent good practice in relation to the needle and syringe programme and harm reduction advice and information service.  The Provider shall ensure that community pharmacies have sharps bins and waste collection schedules in place. The quantity and frequency of returned equipment and available space in the pharmacy shall be taken into consideration when agreeing the schedule.  Naloxone shall be provided for high risk opiate injectors ensuring easy access and availability through a variety of non-service based locations such as community pharmacies and hostels for priority groups which must include the offer of take-home Naloxone and/or overdose training to:   1. All service users currently using illicit opiates 2. All service users in receipt of opioid substitution therapy 3. All Blackburn with Darwen residents leaving prison with a history of opiate drug use 4. Individuals who have previously used opiates 5. Families, carers and friends of any individual detailed in i to iv above. 6. Non-service users who use or are at risk of using opioids who are not in contact with the treatment system   This must include the delivery of training around overdose prevention, relapse prevention, Naloxone administration and basic life support for users and their families/carers/supporting others. Wherever possible training should be peer led.  The Provider must keep records for Naloxone distribution and re issue in line with PHE recommendations.  **25 Drug Related Deaths / Non-Fatal Overdoses**  The Provider shall work with commissioners and PHE to maximise efforts to reduce drug related deaths and non–fatal overdoses including access to treatment (seen as a protective factor), provision of naloxone, and provision of opiate substitution treatment and develop and participate in a local drug related death review process with key partners.  In line with PHE (now the Office for Health Improvement & Disparities) Recommendations, <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/669308/Understanding_and_preventing_drug_related_deaths_report.pdf>  The Provider shall:  Ensure treatment is easily accessible and attractive, improving access through, for example, outreach, needle and syringe programmes, and accessible opening times.  Rapidly optimise drug treatment, including adequate doses of opioid substitute medications to protect against continued use of illicit drugs.  Tackle continued illicit drug use with service users, in line with clinical guidelines.  Retain people in drug treatment for as long as they need it and benefit – there is already adequate clinical guidance that explains how to do this.  Consider the evidence for and value of broader harm reduction interventions in reducing drug-related deaths, including the provision of naloxone.  Strengthen clinical governance and workforce competence in the delivery of substance misuse treatment services.  Share learning and intelligence with homeless services, Lancashire Constabulary, North West Ambulance Service and others who have contact with those deemed to be high risk.  Focus on intervening following non-fatal overdoses (a major risk factor in predicting future drug-related death).  Follow guidance on adequate dosing of opioid substitution treatment and supervised consumption.  Support improved access for people who use drugs to physical and mental health care services.  Ensure services recognise the specific and different needs of older and younger people.  Adopt proactive approaches to risk management.  Improve the recording of comorbidity and encourage coordination of physical healthcare and psychiatric care services.  The Provider shall coordinate the work for the development and delivery of the local Drug Related Death and Non–Fatal Overdose Panel in Blackburn with Darwen.  The Provider shall participate in the Local Drug Information System (LDIS).  **26 Sexual Health**  The Provider shall work collaboratively with sexual health services within Blackburn with Darwen to ensure service users sexual and substance misuse health needs are effectively being identified/assessed and met. Such services shall include offering sexual and reproductive health services as well as services aimed at supporting Sex Workers and other priority groups.  The Provider shall provide co-located sexual health/substance misuse clinics. This shall include co-location at sites across Blackburn with Darwen for both adults and young people.  The Provider shall offer all service users access to testing for sexually transmitted infections (syphilis, chlamydia and gonorrhoea and HIV).  The Provider shall also ensure service users attending substance misuse services are re-tested at the appropriate time interval for sexually transmitted infections based upon frequency of partner change and risk behaviour as specified by the British Association of Sexual Health and HIV (BASHH) Guidance10.  The Provider shall discuss the full range of contraception options available to service users. Where appropriate, the Provider shall signpost or refer service users to the sexual health service or their GP practice to meet their contraception needs.  **27 Tobacco Control**  The provider shall work in partnership with the Stop Smoking Service in Blackburn with Darwen to address tobacco smoking harms and develop effective pathways with local stop smoking services for service users, their families and staff.  The Provider shall record the smoking status of all service users and regularly review in line with care plan reviews and at service exit.  The Provider shall accurately record and report on all Stop Smoking Interventions to support the Lancashire Tobacco Free Strategy - Towards a Smokefree Generation, National Tobacco Plan and Blackburn with Darwen Tobacco Control Alliance.  The Provider shall nominate a service lead for Tobacco Control who will work with colleagues within the service so they are confident to challenge tobacco smoking and support service users to reduce/stop smoking.  All staff / volunteers in the service should have access to the free, accredited online Level 2 training provided by the National Centre for Smoking Cessation and Training (NCSCT).  The Provider shall work in partnership with the COPD Clinic, Cardiology and Respiratory directorates at Royal Blackburn Hospital to ensure individuals who require a referral and potential treatment (such as inhalers or pulmonary rehabilitation) are encouraged to do so and seen in a timely manner.  **28 Children and Families**  The Provider shall ensure that the needs and welfare of children and families of drug and alcohol users are central to the delivery of drug and alcohol interventions and treatment.  The Provider shall support individuals affected by someone else’s drug and/or alcohol use to address their own circumstances and support their mental, emotional and/or physical health and wellbeing.  The Provider shall comply with Council Standards for Safeguarding and promoting the welfare of children and young people.  The Provider shall actively take part in and contribute to the Local Adult / Children Safeguarding Boards Multi-Agency procedures.  The Provider shall work proactively to identify and engage drug and alcohol using parents / to be referred to the service and will ensure that a range of targeted approaches are mobilised to engage them.  The Provider shall deliver a bespoke pathway for drug and alcohol using parents / to be / of and it will consist of the suite of interventions appropriate to individual need:  The Provider shall undertake assessments which include the impact of parental substance misuse on parenting capacity and ensuring that child welfare is considered within client assessment, risk assessment and recovery planning processes  The Provider shall deliver services that refer to Adults / Children’s Social Care where there are concerns for the welfare of a vulnerable adult / child and in line with confidentiality procedures  The Provider shall deliver bespoke programmes which focus on the needs of family members, the development of positive parenting techniques and address negative family dynamics.  The Provider shall enable families and carers with practical solutions to minimise any harm associated with their friend or relative’s drug/alcohol use including the training and provision of naloxone, safe storage boxes for medication and needle and syringe programmes such as injecting paraphernalia disposal bins.  **29 Workforce**  Staff within the proposed service model will be expected to deliver services in a manner which is adaptable and flexible in which it can be utilised to lead and promote innovative ways of working to key partner agencies / providers across the borough.  The Provider must have an adequate number of recovery practitioners to provide a safe, effective and equitable service and support the service caseload size with capacity to increase treatment rates across Blackburn with Darwen as required.  The Provider shall ensure that job descriptions, person specifications and recruitment processes will be expressed in line with the Drug and Alcohol National Occupational Standards (DANOS) and other relevant national occupational standards.  The Provider must ensure that all staff are competent practitioners who must have basic occupational competencies (e.g. DANOS) in their roles and are actively engaged in continuous professional learning and development procedures and are suitable and properly prepared for the tasks that they undertake.  The Provider shall continually work towards achieving a workforce which is fully competent and able to demonstrate that all managers and staff have a recognised competency assessed or professional qualification appropriate to their role and are pursuing relevant continuous development. A workforce development plan will be produced annually and reported against at Contract Review meetings.  The Provider shall ensure that paid staff and volunteers are appropriately supervised (to include live observations of delivery) and have the necessary levels of expertise, experience and training to properly carry out the requirements of their roles in delivering the service.  The Provider must ensure that staff and volunteers are trained on identifying potential harm or abuse and making appropriate referrals in line with national and local policies and processes in relation to safeguarding of vulnerable adults and children.  The Provider shall have procedures for ensuring all those working for the provider including volunteers are cleared by Disclosure and Barring Service (DBS) at enhanced level.  The Provider must support a smooth transition for staff members into the new service model and through TUPE, as required. This must include regular communication throughout the mobilisation period. All efforts must be made to maintain the level of staffing currently observed within the service across Blackburn with Darwen. |

**Appendix 1**

**Standards and Quality Assurance**

The provider shall have a clear set of policies and procedures to conform to and support good practice and meets the requirements of legislation, which are dated, and monitored, as part of its quality assurance process.

The provider is required to ensure that their service delivery model adheres as a minimum to the guidance and protocols included within this agreement and those detailed below;

**1. A         NICE Quality Standards**

**Quality standard for drug use disorders (NICE Quality Standard 23) [NICE, 2012].** This quality standard describes markers of high-quality, cost-effective care, that when delivered collectively, should contribute to improving the effectiveness, safety and experience of care for people with drug use.

<https://www.nice.org.uk/guidance/qs23>

**Quality standard for alcohol dependence and harmful alcohol use (Quality Standard 11) [NICE, 2011].** This quality standard describes markers of high-quality, cost-effective care, that when delivered collectively, should contribute to improving the effectiveness, safety and experience of care for people with alcohol misuse issues.

<https://www.nice.org.uk/guidance/qs11>

**Quality Standard for drug misuse prevention (Quality Standard 165) [NICE 2018].** This quality standard covers the prevention or delay of harmful use of drugs by children, young people and adults most likely to start using drugs, or already experimenting or using drugs occasionally.

<https://www.nice.org.uk/guidance/qs165>

**1. B         NICE Guidance**

* NICE Guidance CG51:  Drug Misuse in over 16s: Psychosocial Interventions <https://www.nice.org.uk/Guidance/CG51>
* NICE Guidance CG52:  Drug Misuse in over 16s: Opioid Detoxification <https://www.nice.org.uk/guidance/cg52>
* NICE Guidance CG110: Pregnancy and Complex Social Factors <https://www.nice.org.uk/guidance/cg110>
* NICE Guidance CG120: Coexisting mental illness (psychosis) and substance misuse: assessment and management in healthcare settings <https://www.nice.org.uk/guidance/cg120>
* NICE Guidance CG115: Alcohol-use disorders: diagnosis, assessment and management of harmful drinking and alcohol dependence <https://www.nice.org.uk/guidance/cg115>
* NICE Guidance CG100: Alcohol-use disorders: diagnosis and management of physical complications <https://www.nice.org.uk/guidance/cg100>
* NICE Guidance NG43: Transition from children’s to adults’ services for young people using health or social care services <https://www.nice.org.uk/guidance/ng43>
* NICE Guidance NG33: Tuberculosis <https://www.nice.org.uk/guidance/ng33/chapter/Recommendations#adherence-treatment-completion-and-followup>
* NICE Guidance NG92: Stop smoking interventions and services <https://www.nice.org.uk/guidance/ng92>
* NICE Public Health Guidance PH52:  Needle and Syringe Programmes <https://www.nice.org.uk/guidance/ph52>
* NICE Public Health Guidance PH4: Substance misuse interventions for vulnerable under 25s <https://www.nice.org.uk/Guidance/PH4>
* NICE Public Health Guidance PH24: Alcohol-use disorders: prevention <https://www.nice.org.uk/guidance/ph24>
* NICE Public Health 43: Hepatitis B and C testing: people at increased risk of infection <https://www.nice.org.uk/guidance/ph43>
* NICE Public Health 49: Behaviour change: individual approaches <https://www.nice.org.uk/guidance/ph49>
* NICE Public Health 50: Domestic violence and abuse: how health services, social care and the organisations they work for can respond effectively [**https://www.nice.org.uk/guidance/ph50**](https://www.nice.org.uk/guidance/ph50)

**1. C Other Guidance and Key Documents**

* The Public Health Burden of Alcohol and the Effectiveness and Cost-Effectiveness of Alcohol Control Policies Public Health England (2016) <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/583047/alcohol_public_health_burden_evidence_review.pdf>
* Public Health England (2017) An evidence review of the outcomes that can be expected of drug misuse treatment in England <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/586111/PHE_Evidence_review_of_drug_treatment_outcomes.pdf>
* Care Quality Commission’s Fundamental Standards of Care.  CQC (2017) <https://www.cqc.org.uk/what-we-do/how-we-do-our-job/fundamental-standards>
* The safer management of controlled drugs.  Annual Update 2019.  CQC (2020) <https://www.cqc.org.uk/sites/default/files/The_safer_management_of_controlled_drugs_Annual_update_2019.pdf>
* Department of Health (2007) Drug Misuse and Dependence: UK Guidelines on Clinical Management <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/673978/clinical_guidelines_2017.pdf>

**1D: Local Strategies / Agreements**

* Blackburn with Darwen Homeless Rough Sleeper Strategy
* Blackburn with Darwen Alcohol Strategy
* Blackburn with Darwen Corporate Plan 2019 – 2023
* Blackburn with Darwen Joint Health & Wellbeing Strategy
* Blackburn with Darwen Vulnerable People Strategy
* Blackburn with Darwen Adolescent Strategy
* Lancashire Community Safety Agreement

**1E: Outcomes**

The service will be expected to consider and contribute to a range of local strategic priorities which are linked to various KPIs (Key Performance Indicators) contained within a number of National Outcome Frameworks for example, but not limited to:

**The Public Health Outcomes Framework (PHOF);**

PHOF C19a: Successful completion of drug treatment – Opiate Users

PHOF C19b: Successful completion of drug treatment – Non - Opiate Users

PHOF C19c: Successful completion of Alcohol treatment

PHOF C19d: Deaths from Drug Misuse

PHOF C20: Adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison

PHOF C21: Admission episodes for alcohol – related conditions

PHOF B04: First time entrants to the youth justice system

PHOF B11: Domestic abuse related incidents and crimes

PHOF E10: Suicide rate

**INVITATION TO TENDER FOR THE PROVISION OF INTEGRATED DRUG AND ALCOHOL RECOVERY SERVICES FOR YOUNG PEOPLE AND ADULTS**

# ITT SCHEDULE 4 - STANDARD SELECTION QUESTIONNAIRE

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors.** *All sub-contractors are required to complete Part 1 and Part 2[[2]](#footnote-2).*
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-3)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[4]](#footnote-4)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-5)  (Please enter N/A if not applicable) |  |

|  |  |  |
| --- | --- | --- |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

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| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

**Part 3: Selection Questions**[[6]](#footnote-6)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

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| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

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| --- | --- |
| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

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| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

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| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

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| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £10 million  Public Liability Insurance = £10 million Professional Indemnity Insurance = £5 million  Product Liability Insurance = £2 million   \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

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| **8.2** | **Skills and Apprentices[[7]](#footnote-7) – (please refer to supplier selection guidance)** | |
| **a.** | Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes ☐  No ☐ |
| **b.** | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes ☐  No ☐ |
| **c.** | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **c.** | Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:  (i) Your company  (ii) All your supply chain members involved in the production or supply of steel.  **N/A** |

|  |  |  |
| --- | --- | --- |
| **8.4** | **ETHICAL SOURCING PRACTICES** | |
| **a.** | Please self-certify that you and your supply chain meet the Council’s Ethical Sourcing requirements as detailed below: | Yes ☐  No ☐  (If your answer is No please provide further details at b.) |
| When sourcing suppliers for our contracts we will seek to work with suppliers who: *(throughout their supply chain)*  Afford their employees the freedom to choose to work for them. Employees should be free to leave the supplier after reasonable notice is served. Suppliers should not use forced, bonded or non-voluntary prison labour;   * Establish recognised employment relationships with their employees that are in accordance with their national law and good practice. Suppliers should not seek to avoid providing employees with their legal or contractual rights; * Can demonstrate a commitment to equality of opportunity for individuals and groups enabling them to live their lives free from discrimination and oppression; * Impose working hours on their staff which are compliant with national laws or industry standards; * Under no circumstances abuse or intimidate, in any fashion, employees and have appropriate disciplinary, grievance and appeal procedures in place; * Work within the laws of their country * Take appropriate measures to ensure the health and safety of their workforce and the wider public; * Support our view that the long-term elimination of child labour is ultimately in the best interests of children, and have taken measures to ensure that child labour is not utilised in their operations; * Do not support, encourage or facilitate the trade in drugs, arms, tobacco, slavery or prostitution; * Offer wages and benefits that at least meet relevant industry benchmarks or national legal standards; and * Do not commit or contribute to any gross abuses of human rights.   We will encourage ethical sourcing practices among our suppliers, partner organisations and the broader market. | | |
| **b.** | If you have answered no to the question above on Ethical Sourcing Practices please provide further details. | |
|  | | |

**Annex C**

**Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Discretionary exclusions**

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

* Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
* In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
* In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
* Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

**Annex D**

**Frequently Asked Questions**

**What is the European Single Procurement Document (ESPD)?**

The ESPD is a list of questions that potential suppliers have to answer to provide a self-declaration that none of the exclusion grounds has been breached, and that they meet the required selection criteria.

It is a standard form that replaces the selection questionnaires, and should make the process of bidding for a public contract easier.

The exclusion grounds are those listed in the EU Directive. As the same exclusion grounds will be used in ESPDs across the EU a potential supplier will be able to re-use a form which it has previously submitted for another competition as long as the information is still correct.

You can evaluate ESPDs submitted by potential suppliers from other countries alongside those submitted by UK suppliers because they have a common reference to the EU Directive exclusion grounds

Only the winner will normally have to submit the certificates as evidence. If available, the certificates can be retrieved by the buyer directly from the respective registers.

**What is the difference between the standard Selection Questionnaire and the European Single Procurement Document?**

The first two sections of the standard Selection Questionnaire align with the questions asked in the European Single Procurement Document. We have simply made them easier to understand and listed the relevant national laws that fit into the exclusion categories.

In the UK we already operate a system of self-declaration. The main change to the process is that verification of the declarations, of both the exclusion grounds and the selection information, should only take place with the winning suppliers.

The European Single Procurement Document developed by the Commission includes supplier selection questions. These questions are not mandatory and we have made the policy decision to substitute these optional selection questions with those in the standard Selection Questionnaire

**Do I have to use the standard Selection Questionnaire ?**

Yes. Part 1 and Part 2 list the exclusion grounds that apply to public procurements above EU thresholds, and the statutory guidance states that the selection questions in Part 3 should be adopted across all procurement procedures and embedded as needed into your procurement processes.

You must not use a two-stage process for below threshold procurements. But you can use the questions in the standard Selection Questionnaire as a starting point to develop questions in the tender documents for lower value procurements.

**Can I add my own questions?**

You cannot add your own questions to Part 1 or Part 2 of the standard Selection Questionnaire. These sections gather information about the supplier and include the exclusion questions. This is because the questions in those parts are aligned with the Public Contract Regulations 2015. You cannot delete any of these questions either.

However Part 3, the supplier selection questions, has a section where you can add project specific questions. Additionally, there is a process for reporting deviations to the other questions in this section, and that is explained in the guidance.

**How do I shortlist in a restricted procedure ?**

The standard Selection Questionnaire is very similar to the previous standard Pre-Qualification Questionnaire so previous practice should be followed.

Potential suppliers’ responses should be assessed against the pre-determined criteria that has been published in the procurement documentation.

**When can I request proof of self-declarations ?**

You must verify that the winning supplier does actually have all the required evidence, or meets the relevant criteria, before you award the contract.

You can ask potential suppliers to submit their evidence at any point in the procurement process if it is necessary to ensure the proper conduct of the procurement.

For multi-stage procurements, we recommend that you verify the evidence before taking potential suppliers on to the next stage.

You cannot require a potential supplier to provide you with evidence when you can obtain it directly and free of charge from a national database.

**Can I still use the previous standard PQQ from PPN 3/15 ?**

No. The standard Selection Questionnaire replaces the standard PQQ.

**The standard PQQ was popular with suppliers because buyers asked questions in the same way. Will that consistency be lost now ?**

No. The standard Selection Questionnaire has been drafted so that it incorporates the questions from the European Single Procurement Document and the supplier selection questions from the standard PQQ.

**What about sub-contractors?**

If a potential supplier proposes to sub-contract part of a contract, and in doing so they rely on the capacity of that sub-contractor to fulfill the selection criteria then a separate completed standard Selection Questionnaire Part 1 and Part 2 is required from that sub-contractor.

You may also choose to ask for a separate completed standard Selection Questionnaire Part 1 and Part 2 from any other sub-contractor to verify if there are grounds for excluding it or not. If there are grounds for mandatory exclusion then the sub-contractor must be replaced. However if the grounds fall into the discretionary list then you may, at your discretion, require the potential supplier to replace the sub-contractor.

**What is Self-Cleaning?**

A potential supplier who has been excluded from public procurement can have the exclusion ended if they effectively “self-clean”.

Potential suppliers are required to demonstrate that they have taken remedial action, to the satisfaction of the contracting authority in each case. In order for the evidence provided to be sufficient it must, as a minimum, prove the supplier has “self-cleaned” as follows:

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by the contracting authority as described below.

The measures taken shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If such evidence is considered by the contracting authority (whose decision will be final) as sufficient, the potential supplier shall be allowed to continue in the procurement process.

If the potential supplier cannot provide evidence of ‘self-cleaning’ that is acceptable to you, they are to be excluded from further participation in the procurement and provided with a statement of the reasons for that decision.

**What do I ask the suppliers for in a Light Touch Regime (LTR) procurement?**

Use a selection of questions from Part 3 of standard Selection Questionnaire for above-threshold LTR contracts.

While the grounds for mandatory and discretionary exclusion do not apply to procurements under the LTR as a matter of law, you would still normally exclude suppliers that had been found guilty of the mandatory exclusion offences as a matter of routine and sensible business practice. You should also consider the circumstances surrounding breach of the discretionary grounds for exclusion. CCS recommends that you use the standard Selection Questionnaire Part 1 and Part 2 in LTR procurements.

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF Substance INTEGRATED DRUG AND ALCOHOL RECOVERY SERVICES FOR YOUNG PEOPLE AND ADULTS**

# ITT SCHEDULE 5 - METHOD STATEMENTS

Each method statement will be scored to the quality scoring mechanism in accordance with section 4.7.

Responses to the method statements will be incorporated into the contract Specification.

Word limit – stated with each question. Any words exceeding the limit will not be scored from the next word onwards.

Tables, pictures diagrams and images **may** be included provided they are **not** in PDF format. **These will be taken into account in the word limit at the point in the response that they are referred to.**

Please ensure your response is succinct, including sufficient and relevant detail for marks to be awarded.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Questions | Bidder Comments | Weighting | Scores |
| 1 | Please describe how you will use the experiences & learning from the delivery of integrated services your organisation has provided, to successfully provide efficient and effective services for Blackburn with Darwen.  Word count 1000 |  | 10% |  |
| 2 | Please describe how you will ensure that your staff, volunteers and the wider network of support have the relevant skills to support and continuously improve the integrated drug and alcohol recovery service in Blackburn with Darwen?  Please include a detailed staffing structure to support this (to include sub-contracted aspects). This should be inclusive of the word count.  Word count 1000 |  | 10% |  |
| 3 | Please provide a detailed implementation plan which effectively and efficiently demonstrates the timescale required to facilitate the full execution of the service, giving details of incremental milestones, responsible leads and premises.  The implementation plan must  include a risk register aligned to the incremental milestones.  Word count 1500 |  | 10% |  |
| 4 | Please describe how you will ensure the involvement and engagement of existing stakeholders, the wider community and embed new partnerships to achieve continuous improvement and growth of an integrated drug and alcohol recovery service across Blackburn with Darwen?  Word count 1000 |  | 10% |  |
| 5 | Please describe how you will ensure the service uses innovation in treatment and prevention delivery to meet the demand & needs of service users, families and wider network of support?  How will your response contribute to the strategic priorities of Blackburn with Darwen and further achievement of public health outcome framework measures?  Word count 1250 |  | 5% |  |
| 6 | Please describe how you will ensure efficient and effective processes are implemented to prevent and reduce risk taking behaviours amongst service users and those termed treatment naïve across the integrated drug and alcohol recovery service?  Word count 1000 |  | 5% |  |
| 7 | Please describe how you will effectively increase the number of successful completions and reduce representations for young people and using the transition pathway, adults using the service?  Word count 1000 |  | 5% |  |
| 8 | Please describe how you envisage managing and evidencing efficient and effective service delivery (to include sub-contracted aspects) across the life course components of the model ensuring integration, quality, accountability, performance and efficiency?  This should include an outline of how you will take responsibility for managing overall service delivery, minimising risk, reporting and updating commissioners, contract management and review processes (you may submit diagrams as appropriate).  Word count 1500 |  | 10% |  |
| 9 | Please describe how your organisation will effectively meet the following requirements:   * Access into active treatment of 3 weeks or less for those leaving the prison community? * Engage with and provide access to appropriate treatment for unmet alcohol need? * The delivery of outreach services at appropriate venues taking into account confidentiality and safety of staff and service users?   Word count 1500 (500 words each) |  | 5% |  |
| 10 | Please describe how your organisation will effectively engage with services to increase positive outcomes for people accessing the service? Please include details in terms of the following programmes and organisations:   * Pharmacies * Probation * Changing Futures   Word count 1500 (500 words each) |  | 5% |  |
| 11 | Please describe what your plans are for effective marketing and advertising the integrated drug & alcohol recovery service to service users, potential service users, other professionals/colleagues and the wider community, including primary and secondary care providers and local authority partners?  Word count 1000 |  | 5% |  |

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults**

# ITT SCHEDULE 6 - PRICING SCHEDULE

* 1. The prices quoted below will include **all** associated costs excluding Value Added Tax.
  2. **Breakdown**
* Integrated Drug and Alcohol Services for young people and adults
* Probation
* Recovery
* Changing Futures

**1.3 Total Annual Charges**

|  |
| --- |
| **Cumulative Annual Charges for**  **Please see breakdown below** |
|  |

**1.4 Price Variation**

**Integrated Drug and Alcohol services and Recovery for Young People and Adults –**

**Maximum Total budget of** £2,713,107 per annum

The Prices will remain fixed for a period of 36 months, however this will be dependent on the allocated budget from PHE, Changing Futures and Probation (see below). If the Council’s budget from any or all of these sources is reduced then the Price may be reduced in proportion and the parties shall use all reasonable endeavours to agree the changes necessary to accommodate that reduction on an open book basis.

As part of the above we would expect the recovery element to be in the region of £250,000 per annum

PBR element of 10% will be set against the PHE funded element of the price this will be agreed annually with commissioners and providers. This means 10% of the PHE funded elements of the price is dependent on PBR. This must be included in the finance schedule.

**Probation** is for the initial 3 years. (It should be noted that the Ministry of Justice [102 Petty France, London, SH1H 9AJ] has provided an element of funding for this contract.

1st April 2022 – 31st March 2023 £86,464.00

1st April 2023 - 31st March 2024 £127,942.75

1st April 2024 - 31st March 2025 £138,378.25

Any extension of this element will depend on further funding from the Ministry of Justice [102 Petty France, London, SH1H 9AJ].

**Changing Futures** is for the initial 2 years,

1st April 2022 –31st March 2023 £38,760

1st April 2023 – 31st March 2024 £29,651.40 ((an extension of this element will depend on further funding)

Price 20%

Submissions will be ranked in order of price the lowest submission attracting the full weighting of 20% thereafter the scores will be attributed as a percentage difference to the lowest price.

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF Substance Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults**

**ADDITIONAL INFORMATION**

It should be noted that the Ministry of Justice [102 Petty France, London, SH1H 9AJ] has provided an element of funding for this contract.

# ITT SCHEDULE 7 – TERMS AND CONDITIONS

**PART 1 - STANDARD TERMS AND CONDITIONS**

**See separate document on the chest**

**PART 3 – DRAFT CONTRACT PARTICULARS**

Final version will be completed upon award of Contract

See attached document

Blackburn with Darwen Borough Council

CONTRACT PARTICULARS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Title** | | **[ ]** | | |
| **The Customer:** | | **Blackburn with Darwen Borough Council**  **It should be noted that the Ministry of Justice [102 Petty France, London, SH1H 9AJ] has provided an element of funding for this contract.** | | |
| **Contractor** | | **[ ]** | | |
| **Commencement Date** | | **[ ]** | | |
| **Contract Period (including option to extend)** | | [Include notification period for option to extend here] | | |
| **To be called off by Order** | | **No** | |  |
| **Services/Goods/Works** | | **Services** | | |
| **Specification/Description** | | **[Insert or refer to Schedule ]** | | |
| **Address for Notice** | | **[ ]** | | |
| **Price** | | **[Insert or refer to Pricing Schedule ]** | | |
| **Delivery Instructions** | | **[Include points such as stacking at a particular location if that is required]** | | |
| **Limit on Liability** | | **[Include suitable cap for Services/Goods/Works being procured for example ten times the contract value.]** | | |
| **Council Authorised Officers** | | | | |
| **Name** | **Position** | | **Contact Details** | |
| **[ ]** | **[ ]** | | **[ ]** | |
|  |  | |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractor Manager** | | | |
| **Name** | | **Contact Details** | |
| **[ ]** | | **[ ]** | |
| **Contractor Key Personnel** | | | |
| **Name** | **Position** | | **Contact Details** |
| **[ ]** | **[ ]** | | **[ ]** |
|  |  | |  |
|  |  | |  |
|  |  | |  |

|  |  |
| --- | --- |
| **Insurance** | |
| **Insurance type:** | **Minimum level and whether there is an aggregate cap on number of claims in any period of insurance.**  [e.g. public liability insurance with a limit of indemnity of not less than £10,000,000 (TEN MILLION POUNDS STERLING) in relation to any one claim or series of claims without limit on the number of claims in any one year or other period and such insurance shall expressly by its terms confer its benefits on the Council ;employer's liability insurance with a limit of indemnity of not less than £10, 000, 000 (TEN MILLION POUNDS STERLING);professional indemnity insurance with a limit of indemnity of not less than £5, 000, 000 (FIVE MILLION POUNDS STERLING) in relation to any one claim or series of claims without limit on the number of claims in any one year and shall ensure that all professional consultants or sub-contractors involved in the provision of the Services hold and maintain appropriate cover;product liability insurance with a limit of indemnity of not less than £5, 000, 000 (FIVE MILLION POUNDS STERLING) in relation to any one claim or series of claims.] |
| **Employer’s Liability Insurance** | **[£ ]** |
| **Public Liability Insurance** | **[£ ]** |
| **Professional Indemnity Insurance** | **[£ ]** |
| **[Insert details of others.]** |  |

**[Insert any further details of anything else from the Tender which need to be included in the Contract Particulars eg:**

* **Programme/ Delivery Plan**
* **Method Statement**
* **Contract Timetable**
* **Project Management Structure]**

**Blackburn with Darwen Borough Council**

**INVITATION TO TENDER FOR THE PROVISION OF Integrated Drug and Alcohol Prevention and Recovery Service for Young People and Adults**

# ITT SCHEDULE 8 - CONFIDENTIALITY AGREEMENT

*Please complete the section below, sign page 2 and return the Confidentiality Agreement via the Chest. The Council cannot issue TUPE & Pharmacy information without a signed Confidentiality Agreement.*

**CONFIDENTIALITY AGREEMENT**

THIS Agreement is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ between Blackburn with Darwen Borough Council (“the Council”) of Town Hall, King William Street Blackburn BB1 7DY of the One Part and (INSERT COMPANY NAME) (“the Tenderer”) of \_\_\_\_\_\_\_\_\_ of the Other Part

WHEREAS:

1. The Tenderer is interested in submitting a bid for the contract being offered by the Council in respect of the Substance Misuse Service (“the Contract”)

2. The Tenderer has requested from the Council information concerning Substance Misuse Services (“the Information”)

NOW THE TENDERER UNDERTAKES AS FOLLOWS:

1. In consideration of the Council providing the Information the Tenderer undertakes to only use such Information for the purpose of submitting a tender for the Contract and to hold all the information supplied strictly confidential and not to disclose it in whole or in part or to make it available to any third party.

2. In the event that the Tenderer i) does not submit a bid for the Contract or ii) withdraws any bid submitted or iii) does not enter into a Contract with the Council to provide the service the Tenderer shall return to the Council all documents supplied to him by the Council and relating to the information within four weeks in the case of i) above of the last date for the submission of bids or in the case of ii) above of the date of the notification of withdrawal or in the case of iii) above of the date of the award of the Contract.

**e-Signatures are acceptable on this document; any signatures must be made by a person who is authorised to commit the bidder to the Contract.**

**Please sign, scan and upload to the Chest.**

Signed by (INSERT NAME)

……………………………………..)

Position (INSERT POSITION)

Duly Authorised for and on behalf of (INSERT NAME OF COMPANY)

Signed by

……………………………………..)

Position

On behalf of Blackburn with Darwen Borough Council

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-2)
3. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-3)
4. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-4)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-5)
6. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-6)
7. [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf) [↑](#footnote-ref-7)