



Part 1 Information

Contract Reference

TCSPH1218

Contract Title

0-19 Integrated Service

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The Tender Documents can be made available in other formats. For further information please submit your request through the messaging facility on the Supplying the South West e-Tendering Portal

1 Availability of the Tender Documents

In order to give potential Applicants unrestricted, full, direct and free of charge access to the Tender Documents (***the Documents***) the Authority is providing the Documents in PDF format in the Opportunities Area of the Supplying the South West e-Tendering portal (***ProContract***).

In order to access amendable versions of the Documents and to submit a response Applicants must be registered on ProContract. Applicants should then register an interest to access the opportunity, download the Documents for completion and submit a response.

For details on how to register, access an opportunity and submit a response refer to Appendix A ProContract User Guide.

2 Procurement Information

2.1 Background Information

The move of Public Health Services into the Local Authority has given us an opportunity to reflect and review how some of our universal and targeted services for children, young people and families are delivered and how they fit and work with other specialist provisions of support. We know parents, families and communities are central to a child's development and wellbeing and we want to help build the capability and capacity of children, young people, parents and the community to support themselves and others.

There is an acknowledgment by the Authority that for outcomes for children and young people to change and improve then a transformational way of working needs to be implemented. At present a range of services focused on the nought (0) to nineteen (19) populations are commissioned and delivered as separate organisations with their own service specifications and performance indicators. This can produce duplication (both in provision and commissioning), missed opportunities and handovers that do not need to be in place. It also provides some degree of confusion in the population about whom and where to go to for support during children's early years. In order to achieve a transformational change in improved outcomes for children and young people then the Authority has decided that the culture of commissioning and service delivery needs to radically shift into an integrated outcomes focused direction of travel and this contract indicates a start of that journey. We want a future system that is based on the strengths within individuals, families and communities and works to build upon these rather than focussing solely on deficits.

A complete review of all services provided for this population (under the responsibility of the Local Authority) has been undertaken and where services fit with the integrated model for nought to nineteen year olds and there is a current opportunity to include them within the scope of this procurement they have been included. As this integration forms part of our longer term vision for the commissioning and delivery of services the Authority will continuously review options for further integration with appropriate services throughout the course of the contract.

We anticipate that the services included within this Contract will be delivered from multiple sites and locations across Torbay. However as part of the provision includes our current Children's Centres there will be a requirement that some part of the delivery of the service is delivered from the following sites:

- a) Zig Zags Children Centre Building, 32 Market Street, Torquay, TQ1 3AQ;
- b) The Barn, Brixham Enterprise Estate, Rea Barn Road, TQ5 9DF;
- c) The Beehive, Paignton Enterprise Centre, Bishops Place, TQ3 3DZ.

The heads of terms and lease plans for each of the above sites can be found in Appendices F1 to F3 and G1 to G3. **Please Note:** The Authority reserves the right to require building services checks to be undertaken by TDA where, in the opinion of the Authority, the Applicant's proposal are assessed as not being sufficiently robust. Whilst the Heads of Terms stipulate that responsibility for building services will sit with TDA, Applicants may propose to undertake these requirements themselves. Any proposals will be assessed and if, in the Authority's opinion, the Applicant's arrangements are not sufficiently robust the responsibility will remain with TDA.

2.2 Minimum Requirements

Applicants must be able to demonstrate they will meet any Minimum Requirements set out in section 2 of Part 3 Specification for the whole term of this Contract.

2.3 Contract Period

It is anticipated that the Contract will commence on 01 April 2019 or at date to be agreed for a period of 5 years and may be extended for a period of up to 4 further years, in blocks of 2 years per extension or until the end of the allocated budget, subject to termination clauses within Terms and Conditions of Contract and as provided for in *72 Modification of contracts during their term* of the Public Contracts Regulations 2015.

2.4 Division of Contract into

This Contract is not being divided into Lots. The full integration required cannot be achieved if the Contract is divided into Lots. **Please Note:** There is an expectation that the successful Applicant will work in partnership and/or sub-contract elements of service delivery to other more specialist providers, including SMEs and VCSEs.

2.5 Commissioning Model

The Authority will contract with the successful Applicant under the Prime Provider commissioning model. This means the Authority will be contracting with a single entity,

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which directly delivers some of the services and may also sub-contract some elements of delivery. The single entity may be a single organisation, a partnership, consortium or alliance.

The Prime Provider:

- a) must directly deliver some or all of the service;
- b) is responsible for managing the allocated budget;
- c) is responsible for managing any sub-contractors delivering the service;
- d) is responsible for building its provider capacity and delivery model;
- e) is accountable for the organisation and delivery of services;
- f) is responsible for encouraging providers to work together more effectively.

The Authority's long term intention is to move from a Prime Provider model to an Alliance Model and recognises that the Prime Provider model may potentially develop into an alliance agreement over the life of the contract or enable a move to alliance commissioning when the service is retendered.

2.6 Delivery / Operating Model

Applicants are required to establish the most appropriate delivery model to enable them to effectively provide the service. Potential delivery models include:

- a) sole provider
- b) lead provider with sub-contract arrangements
- c) partnership with or without sub-contract arrangements
- d) consortium with or without sub-contract arrangements
- e) alliance

2.7 Contract Price

2.7.1 Budget

The maximum contract value across the 5 years for the services commencing on Day One is **£15,838,039**, inclusive of all costs and exclusive of VAT. The maximum value allowed for Year One is **£3,716,675**. The maximum total permissible value for years 2 to 5 cannot exceed **£15,838,039** less the Applicant's proposed Year One value.

The maximum amount that can be apportioned to management overheads each year must not exceed 10% of the budget for that year.

Please Note: Where the Applicant's proposed prices exceed:

- a) the total 5 year maximum value; and/or
- b) the Year 1 maximum value; and/or
- c) the 10% allowance for management overheads.

the Applicant will be deemed to have failed the process in its entirety and will not be evaluated further.

2.7.2 Capital Funding

The Authority has set aside funding of between **£150,000** and **£300,000** to assist with one off capital or infrastructure costs that cannot be met within the Contract budget. Applicants are required to provide details of the capital costs within their response to Part 5 Pricing. These capital costs will be taken into consideration when evaluating both the Year One and Total Contract Value, but will not be considered when assessing that the Applicant has met the budget requirements set out in 2.7.1a), b) and c) above.

Please Note: this capital funding is the total amount that will be made available over the life of the contract.

2.7.3 Price Review

The price offered by the Applicant in Part 5 Pricing must be firm and fixed for the initial 5 year term of the Contract. The schedule in Part 5 Pricing has been structured to enable pricing to be provided for initial term of the Contract in relation to the elements of the service which will commence on Day 1, therefore no further price reviews in relation to these services will be available.

Prices in relation to services added during the life of the Contract will be agreed in accordance with the Change Control Procedure set out in the Terms and Conditions of Contract.

Prices in relation to any extension period will be agreed in advance with the Supplier, taking into account Council budgets, service requirements and any additional services added during the intervening period.

Any price variations will not take effect until they have been mutually agreed by both parties in accordance with the *Change Control Procedure* at Schedule 9 of the Contract.

2.8 Variant Bids

The Authority will consider variant bids.

Applicants are encouraged to be innovative in their thinking when preparing bids and to provide any suggestions and solutions that provide a more cost efficient and value for money solution.

The Authority may, at its sole discretion, consider variant bids in line with *Regulation 45 Variants* of the Public Contract Regulations 2015 where these are based on a demonstrable value for money rationale.

The Authority will only accept variant bids if they meet the minimum requirements as identified in section 2 of Part 3 Specification. Variant bids submitted which do not meet the minimum requirements will be deemed to be non-compliant and not capable of acceptance by the Authority.

Variant bids may only be submitted where a compliant bid is also submitted.

The published evaluation criteria will be used to assess whether the variant bid represents the most economically advantageous tender or not, taking all factors into account.

Please Note: Variant bids must be set out in writing, as a separate document to the tender and accompanied by Part 4 Award Questionnaire and Part 5 Pricing. Whilst Part 5 Pricing

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does not need to follow the structure set the information provided must be capable of being assessed against the stated criteria. The full scope of the proposal, including costings and implementation details must be submitted in accordance with the terms set out in these tender documents.

2.9 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Sent Call for Competition	Thursday 17 May 2018
Tender Documents Published	Tuesday 22 May 2018
Tender Launch Event	Wednesday 31 May 2018 14:00-16:00
Site Visits	Monday 04 and Friday 08 June 2018 (Tuesday 05 and Wednesday 06 June 2018 – if additional dates are required)
Clarification Question Submission Deadline	Monday 02 July 2018
Clarification Responses Deadline	Monday 09 July 2018
Tender Submission Date & Time	Monday 16 July 2018 12:00 Noon
Evaluation Period	Tuesday 17 July to Friday 21 September 2018
Presentations ¹	Friday 07 September 2018 10:00-16:00 (Friday 14 September 2018 13:00-16:00 - if an additional date is required)
Due Diligence Checks	Sometime between Tuesday 18 and Thursday 20 September 2018
Contract Award Notification	Monday 24 September 2018
Standstill Period	Tuesday 25 September to Thursday 04 October 2018
Contract Start	Monday 01 April 2019

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

¹ Please Note The Authority intends for Presentations to take place on Friday 07 September 2018, the second date of Friday 14 September 2018 will only be used in the event there is insufficient time on the first date to undertake all of the presentations required,

2.10 Authority Representatives

Applicants are advised that the Authority Representatives will only respond to queries or questions in relation to this Tender opportunity through ProContract and are unable to respond to any questions raised verbally or by email.

Authority Authorised Representative:

Sue Ford, Advanced Public Health Practitioner

Procurement Representative:

Tracey Field, Strategic Procurement Manager / Lawrence Brown, Procurement Category Lead

2.11 Tender Launch Event

The Authority will be holding a tender launch event from 09:30 to 13:00 on Wednesday 30 May 2018. The event will be held in the Madison Room, TLH Carlton Hotel, Falkland Road, Torquay, TQ2 5JJ. The hotel has parking on site and attendees may park in any of the TLH group car parks.

Applicants should notify the Authority through ProContract, by no later than 12:00 noon on Friday 25 May 2018 that they wish to attend the launch event. Places are restricted to a maximum of 2 attendees per organisation that is involved in a bid, i.e. as part of a consortium or partnership or sub-contracted by the Prime Provider.

2.12 Site Visit

It is intended that accompanied site visits, in relation to the existing Children's Centres premises, will take place on Monday 04 and Friday 08 June 2018. Additional dates of 05 and 06 June will be available in the event that the planned dates cannot accommodate the number of Applicants requesting a visit.

Applicants should notify the Authority through ProContract, by no later than 12:00 Noon on Wednesday 31 May 2018 that they wish to attend the site visit. Applicants should provide the name and a telephone number for the individual through whom arrangements for the site visit are to be made. The Authority will then contact that individual to arrange a specific date and time. Applicants may be limited to a maximum of two representatives.

3 Procurement Process

3.1 Procurement Procedure

The Authority is inviting expressions of interest and Bids from Applicants in response to the OJEU Contract Notice identification number 2018/S 094-213500 dated 18 May 2018. This Procurement is being undertaken in accordance with the Regulations 74, 75 and 76 of the Public Contracts Regulations 2015 (SI 2015/102) relating to the award of contracts for Social and Other Specific Services, the tender process will broadly follow the Open Procedure as outlined within the Public Contracts Regulations 2015 (SI 2015/102).]

3.2 Stage One Selection

The Authority will use a Qualitative Selection process to test Applicants' previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion.

The Selection Questionnaire can be found in Part 3 Selection Questionnaire.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section 3.4 below.

Applicants will need to satisfy the requirements of Stage One in order for their Stage Two response to be evaluated.

Please Note: Applicants are required to submit responses to Part 3 Selection Questionnaire, Part 4 Award Questionnaire, Part 5 Pricing AND Part 6 Certificates and Declarations.

3.2.1 Online Questionnaire

Applicants should note they may be required to respond to some of the Selection Questions on-line, where this is required details can be found in Part 3 Selection Questionnaire.

3.2.2 European Single Procurement Document

In accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7 Applicants may submit an XML version of the ESPD in place of Parts 1 and 2 of Part 3 Selection Questionnaire, but must complete and submit Part 3 of Part 3 Selection Questionnaire.

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3.2.3 Selection Criteria

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

Stage One Selection	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
Part 3 Selection Questionnaire		Pass		Pass
Part 1 Potential Supplier Information, comprising:	The Authority may exclude any Applicant who fails part or all of this section.			
Section 1 Potential Supplier Information	This will be assessed on the basis of pass or fail. In order for the response to be considered a pass it must be fully completed by the Applicant and the Applicant must demonstrate that they meet the requirements of this section.		Pass	Pass
Section 1 Bidding Model	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate that the Bidding Model proposed meets the requirements of the tender to pass.		Pass	Pass
Section 1 Contact Details and Declaration	This section will be assessed on the basis of pass or fail. The Applicant must fully complete this section.		Pass	Pass
Part 2 Exclusion Grounds:	The Authority may exclude any Applicant who fails this section.			
Section 2 Grounds for Mandatory Exclusion	<p>This will be assessed on the basis of pass or fail. The Authority may exclude any Applicant who answers 'Yes' in any of the situations set out in this section.</p> <p>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.</p>		Pass	Pass

Stage One Selection	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
Section 3 Grounds for Discretionary Exclusion	This will be assessed on the basis of pass or fail. The Authority may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section.		Pass	Pass
Part 3 Selection Questions	The Authority may exclude any Applicant who fails part or all of this section.			
Section 4 Economic and Financial Standing	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in order to pass it in its entirety.</p> <p>Assessment of Suitable Financial Standing</p> <p>In order to demonstrate they have suitable financial standing to meet the following minimum requirements:</p> <ul style="list-style-type: none"> The Applicant's annual turnover, for the previous 2 financial years, must be a minimum of twice the Annual Contract Value of £3,167,607²; and The Applicant must yield a Failure Score of 50 or more on the financial check which the Authority will undertake through Dun and Bradstreet's Credit Reporter system. The credit check relates to the D&B Risk of Bad Debt Write Off Score (also known as the Failure Score) which identifies the level of risk of a business failing. Please Note: Unless the Applicant states otherwise the credit check will be carried out using the company registration number given at 1.1(e) of Section 1 Potential Supplier Information. 		Pass	Pass

² The annual contract value is defined as the maximum anticipated spend over the initial term of the contract divided by the length of the initial term.

	<p>Please Note:</p> <ul style="list-style-type: none"> • In responding 'Yes' to question 4.2(a) the Applicant is making a self-declaration that they meet the Authority's annual turnover requirement*³ and giving permission for the financial check to be undertaken. • Where the Applicant responds 'No' to question 4.2(a) they must provide details at 4.2(b) or they will be deemed to have failed this section in its entirety. <p>Submissions will be assessed as follows:</p> <p>Where the Applicant refuses permission for the credit check to be undertaken they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly.</p> <p>Where the Applicant fails the turnover requirement and the credit check yields a Failure Score of below 30 they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly.</p> <p>Where:</p> <ol style="list-style-type: none"> a) the Applicant fails the turnover requirement and the credit check yields a Failure Score between 30 and 49; or b) the Applicant passes the turnover requirement and the credit check yields a Failure Score of below 50; or c) the credit check does not yield a Failure Score and the Applicant either passes or fails the turnover requirement; 			
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Stage One Selection	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>The financial information will be referred to the Authority's Finance Department for further investigation. The Finance Department will make a decision on whether the Applicant's financial standing is deemed suitable to meet the Authority's minimum requirements or not. Applicants may be contacted to provide the additional financial information stated in question 4.1.</p> <p>Where the Finance Department considers the Applicant's financial standing to be suitable they will be deemed to have passed this section.</p> <p>Where the Finance Department considers the Applicant's financial standing is not suitable they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly.</p> <p>Please Note: The Finance Department's decision is final.</p>			
Section 5 Further Details in Relation to Applicants who are Part of a Wider Group	This section is for information purposes and will not be assessed, other than for checking that it has been completed where applicable.		N/A	N/A
Section 6 Technical and Professional Ability – Relevant Experience and Contract Examples	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they have relevant experience in delivering similar requirements, or are able to explain why they are unable to provide a minimum of one example.		Pass	Pass

³ The successful Applicant may be required to evidence that they meet the turnover requirement.

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Stage One Selection	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
Section 7 Requirements under the Modern Slavery Act 2015	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.		Pass	Pass
Section 8 Insurance	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet all the requirements.		Pass	Pass
Section 8 Project Specific Questions to Assess Technical and Professional Ability – Mandatory Pass / Fail Requirements	This section will be assessed on the basis of pass or fail. Where an Applicant scores 5 or more for this question they will be assessed as a pass, where the score is below 5 they will be assessed as a fail. The Applicant must demonstrate they meet all the requirements.		Pass	Pass

Please Note: The Applicant must submit a completed SQ Part 1 and 2 Declaration for each organisation that it relies on to meet the selection criteria (including parent companies, affiliates, associates, or essential subcontractors). SQ Part 1 and Part 2 Declarations will be assessed in accordance with the criteria above.

3.3 Stage Two Award

The Authority will only evaluate the Stage Two submissions of those Applicants who have satisfied the requirements of Stage One Selection and meet any mandatory requirements for Stage Two.

Applicants are required to complete and submit Part 3 Selection Questionnaire, Part 4 Award Questionnaire, Part 5 Pricing and Part 6 Certificates and Declarations.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section 0 below.

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3.3.1 Award Evaluation

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT) and the top scoring Applicant will be considered to have been successful.

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

Stage Two Award	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
Part 4 Award Questionnaire, Appendix E Presentation and Part 5 Pricing		100%		
Mandatory Requirements	The Authority may exclude any Applicant who fails part or all of this section.			
Pass / Fail Requirements	The questions within this section will be assessed on the basis of Pass / Fail in accordance with the scoring criteria set out at 3.4.1 below. Full details of the Pass / Fail Requirements can be found in Part 4 Award Questionnaire	Pass		Pass
Quality	Section B Method Statements of Part 4 Award Questionnaire and Appendix E Presentation		70%	
Method Statements			55%	
1. <i>Implementation</i>	The questions within this section will be assessed on a scoring basis, in accordance with the scoring criteria set out at 3.4.2 below. Full details of the Method Statements can be found in Part 4 Award Questionnaire.		8%	
2. <i>Service Design</i>			8%	
3. <i>Processes and Pathways</i>			4%	
4. <i>Priority Groups</i>			4%	
5. <i>Partnership with Community</i>			2%	
6. <i>Transition</i>			2%	

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Stage Two Award	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
7. <i>Change Management</i>			2%	
8. <i>Added Value</i>			2%	
9. <i>Experience for Children, Young People and Families</i>			6%	
10. <i>Specialist Knowledge</i>			6%	
11. <i>Social Value</i>			2%	
12. <i>ICT and Data Protection</i>			2%	
13. <i>Governance</i>			2%	
14. <i>Early Help</i>			4%	
Presentation			15%	
<i>Requirement 4.1</i>	The Presentation will be assessed on a scoring basis, in accordance with the scoring criteria set out at 3.4.2 below. Full details of the Presentation requirements can be found in Appendix E Presentation.		4%	
<i>Requirement 4.2</i>			2%	
<i>Requirement 4.3</i>			2%	
<i>Requirement 4.4</i>			2%	
<i>Requirement 4.5</i>			3%	
<i>Requirement 4.6</i>			2%	

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Stage Two Award	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
Pricing	Section C Method Statement of Part 4 Award Questionnaire and Part 5 Pricing The questions within this section will be assessed on a scoring basis, in accordance with the scoring criteria set out against each requirement. Full details of the pricing requirements can be found in Part 4 Award Questionnaire and Part 5 Pricing.		30%	
<i>Year one costs (cell C17 H14 of Part 5 Pricing)</i>	Applicants with the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price. Full details of the pricing requirements can be found in the Contract Price and Instructions for completion worksheets of Part 5 Pricing.		10%	
<i>Total costs (cell H19 H17 of Part 5 Pricing)</i>			10%	
<i>Method Statement – Financial Resources and Contract Affordability</i>	The question within this section will be assessed on a scoring basis, in accordance with the scoring criteria set out at 3.4.2 below. Full details of the Method Statements can be found in Part 4 Award Questionnaire.		10%	

3.4 Scoring Methodology

Responses will be assessed on the following basis:

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3.4.1 **Pass/Fail**

Where evaluation criteria are being assessed as either a pass/fail, the response will be assessed as either a pass or a fail. Guidance as to the Authority's minimum requirements in relation to what constitutes a pass or a fail can be found within each question.

Should an Applicant fail one or more questions, they will be considered to have failed the Tender process in its entirety and shall be deselected from participating further in this process and will be notified accordingly.

3.4.2 One to Ten Scoring

Where evaluation criteria are being assessed on a scoring basis, a one to ten scoring system will be used in accordance with the guidelines in the table below. The scoring system awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the requirements of the specification.

0	Very poor / no response	The response does not provide any confidence in the Applicant's ability to meet the minimum requirements ⁴	
1	Extremely Weak	The response only addresses a few of the minimum requirements and/or provides minimal confidence in the Applicant's ability to meet them	Weak
2	Very Weak	The response only addresses some of the minimum requirements and/or provides minimal confidence in the Applicant's ability to meet them	
3	Weak	The response addresses most of the minimum requirements and/or provides minimal confidence in the Applicant's ability to meet them	
4	Below Average	The response addresses all of the minimum requirements and provides some confidence in the Applicant's ability to meet them, but not to an acceptable degree for all of the minimum requirements	
5	Average	The response addresses all of the minimum requirements and provides an acceptable degree of confidence in the Applicant's ability to meet them	Average - Good
6	Good	The response addresses all of the minimum requirements and provides a good degree of confidence in the Applicant's ability to meet them	
7	Very Good	The response addresses all of the requirements ⁵ and provides a good degree of confidence in the Applicant's ability to meet them	
8	Strong	The response addresses all of the requirements and provides a high degree of confidence in the Applicant's ability to meet them	Strong - Excellent
9	Very Strong	The response addresses all of the requirements and provides a high degree of confidence in the Applicant's ability to meet the requirements with some innovation / creativity / added value	
10	Outstanding	The response provides an exceptional degree of confidence in the Applicant's ability to meet the requirements, or a high or exceptional degree of confidence in the Applicant's ability to meet the requirements with considerable innovation / creativity / added value	

⁴ 'Minimum requirements' are set out in section 2 of Part 2 Specification

⁵ 'Requirements' are as set out in Part 2 Specification

4 Tender Requirements

4.1 Communication

All communication between the Authority and Applicants will take place through ProContract, this includes but is not limited to:

- a) clarification questions;
- b) submission of Confidentiality Agreements and issue of confidential Documents;
- c) requests to participate in site visits;
- d) suggestions and queries in relation to the Terms and Conditions;
- e) post tender clarification questions;
- f) invitations to demonstrations, interviews or presentations;
- g) outcome notification letters.

Please Note: Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued and should not rely solely upon automatic notification from ProContract.

4.2 Tender Clarification

Please Note: The Authority will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a response issued by the Authority on or after the deadline for submission of questions.

Where the Tender is being run as a 2 stage process queries or suggestions on the Terms and Conditions may only be raised during Stage One.

The Authority will not negotiate on any of the substantive terms of the Documents.

Responses to clarification questions will be provided to all Applicants except where the question:

- is innovation based, in which case the response will only be provided to the Applicant who raised the question; or
- relates to confidential Documents, in which case the response will only be provided to Applicants who have submitted a Confidentiality Agreement.

The Authority will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or the next working day if the question is submitted on a non-working day.

The identity of Applicants raising questions will remain confidential.

Applicants are responsible for ensuring they read and understand all of the responses to questions that have been raised.

Applicants will need to register an interest in the Tender on ProContract in order to access responses to clarification questions or receive communications from the Authority regarding amendments to the Documents.

4.3 Amendment to Documents

Amended Documents will be made available in both the publicly accessible opportunities area of ProContract and within the tender opportunity itself, except where the amendment relates to a confidential Document. Where necessary the Tender Submission deadline will be extended to enable Applicants time to take these changes into account.

Where the amendment relates to a confidential Document the amended Document will only be shared with those Applicants who have submitted a Confidentiality Agreement.

Amended Documents will form part of the resultant Contract.

Please Note: Applicants are responsible for ensuring they have read all communications and the amended Documents and will be considered to have taken any amendments into account when preparing their submission.

4.4 Post Tender Clarification

Post tender clarification will be for the purposes of clarifying or supplementing the content of an Applicant's submission or the Authority's requirements where this would not be discriminatory to other Applicants. Questions may be issued to one, some or all Applicants as appropriate.

Where post tender clarification results in substantial modification to the Contract the Authority reserves the right to restart or abandon the Tender process.

Please Note: Failure to respond to post tender clarification questions in a timely manner may result in the Applicant's Tender being rejected.

4.5 The Tender Documents

The Documents are and shall remain the intellectual property of the Authority. Applicants may only copy or reproduce the Documents for the purposes of their response. If no response is submitted the Applicant shall delete any documents downloaded.

Where an Applicant identifies an error or omission within the Documents they should immediately notify the Authority through ProContract. The Authority will then rectify the error or omission and issue any amended Documents.

Some tenders will include confidential Documents and the tender documents will then include a separate Confidentiality Agreement appendix. Any Documents considered by the Authority to be of a confidential nature will not be made publicly available. Applicants are responsible for ensuring that confidential Documents are treated as such, are used only for the purposes of this tender and are not disclosed in whole or part to any 3rd party without the Authority's prior written consent.

Applicants can access confidential Documents by completing and submitting the Confidentiality Agreement through the ProContract Messaging Facility.

The Authority may reproduce the whole or any portion of submitted Tenders for the purpose of tender evaluation.

4.6 Preparation and Completion of Tenders

Applicants are responsible for ensuring they fully understand the requirements and have all the information they need to enable them to submit a response, within the time required. The Authority will not accept any claims related to an Applicant's failure to read and understand the Documents.

Applicants are responsible for meeting any costs, expenses or liabilities incurred in connection with this process, including if it is terminated or amended by the Authority. The Authority will not be responsible, nor will they pay for any expense or loss which may be incurred by Applicants in the preparation of their Tenders, or any other aspect of the Tender process.

Applicants are advised to note the following when completing their response:

- a) all entries including responses to questions, rates, price totals or any other endorsements must be typewritten in English and in £ sterling. Handwritten responses will not be accepted;
- b) responses must be submitted in the documents as provided or on-line where required;
- c) the format and layout of the response documents must not be altered;
- d) 6 Certificates and Declarations may be submitted in pdf format, but all other response documents must be submitted in the format issued;
- e) responses should be made in full and should not refer to information provided elsewhere in the Submission;
- f) where a word or page limit has been set any portion of the response which exceeds that limit will not be evaluated;
- g) supporting documents / appendices will only be evaluated where these have been permitted within the response;
- h) appendices, where permitted, must be clearly referenced within the response;
- i) where a question does not apply to an Applicant they should clearly state N/A in the response section;
- j) individual evaluators may not evaluate the entire response and the evaluation panel may include other stakeholders, such as partner organisations or people who use Council services;
- k) **Please Note:** an element of your written submission will be evaluated by a panel of young people, you must therefore ensure your response is written in young person suitable language. Further details can be found in Part 4 Award Questionnaire.
- l) do not make any assumptions about your past or current supplier relationship with the Authority or to assume that such prior relationships will be taken into account in the evaluation procedure;
- m) all Documents must be completed in full and signed where required.

Please Note: Failure to complete or submit any of the Documents in accordance with the Authority's requirements may result in the Tender being rejected.

As arrangements relating to consortium bids or sub-contracting may change Applicants should respond on the basis of the arrangements envisaged at the time the Tender is submitted. The Authority must be notified immediately of any changes or proposed changes in relation to the bidding model, so that a further assessment against the selection criteria can be made. The Authority reserves the right to deselect the Applicant prior to any award of contract, based on an assessment of the updated information.

Where the Applicant is relying on the capacity of a consortium member or sub-contractor and that organisation does not meet any relevant selection criteria the Authority reserves the right to require the Applicant to replace the organisation with an alternative.

Before submitting any documentation, Applicants need to understand the nature of the Authority's transparency commitments for tenders and contracts and the scope of the Authority's ability to withhold material. What will be disclosed does not differ from that currently disclosable under Freedom of Information legislation, but Applicants must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information. **Please Note:** Applicants are requested to clearly identify any documents they consider to be commercially sensitive either during the tender process or after conclusion of the Contract.

Please Note: Applicants are expected to read, understand and confirm their acceptance of the Terms and Conditions before submitting their Tender. Applicants cannot reserve the right to comment or negotiate on them at a later date.

4.7 Submission and Opening of Tenders

Applicants should submit all documentation electronically through ProContract (www.supplyingthesouthwest.org.uk) using the Response Wizard as directed in the 'Supplier Guide' located in the help section or in Appendix A ProContract User Guide.

Applicants are responsible for ensuring:

- a) they have submitted all of the required documents in the correct format;
- b) their response is submitted by the deadline. **Please Note:** any submissions classified by ProContract as late will be rejected.

In the event the Authority is made aware of any technical issues with ProContract, which may prevent Applicants from meeting the submission deadline, the deadline may be extended. However Applicants are strongly advised to submit their Tender in good time.

Where an Applicant decides not to submit a Tender the Authority requests that the Applicant formally 'Opts Out' through ProContract, giving the reasons for non-submission. The Authority may contact Applicants who have expressed an interest but have not submitted a Tender, in order to understand their reasons for non-submission.

An Applicant's submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

Technical Support

Any Applicants who experience problems with ProContract should contact the support desk:

ProContractSuppliers@proactis.com

Or click on the Help link at the bottom of the web page.

Please Note: If your issue is time sensitive call:

0330 005 0352

This line is available 09:00 to 17:30 Monday to Friday (excluding English bank and public holidays).

All Tenders will remain electronically sealed until the Submission deadline, when they will be unsealed by an independent Verifier in the presence of a member of the Procurement Team.

4.8 Rejection of Tenders

The Authority will only reject Tenders where rejection is without prejudice to any other civil remedies available to the Authority or any criminal liability which the Applicant's conduct may attract.

The Authority will reject any Tender where:

- a) submission was made after the date and time specified on the documents;
- b) submission was not made through ProContract;
- c) the Applicant's price exceeds the Authority's declared budget;
- d) the Applicant has not accepted the Authority's Terms and Conditions. **Please Note:** the Authority will seek clarification from the Applicant prior to rejecting the Tender;
- e) the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or
- f) the Authority has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

The Authority may at its absolute discretion reject any Tender where:

- a) the price has been assessed as being abnormally low (see 4.9);
- b) it is considered by the Authority to be incomplete (see 4.10) or vague;
- c) it is not in accordance with the required format;
- d) the Applicant alters the Documents in any way or misrepresents itself in terms of any previous information provided;
- e) the Applicant does not respond to post tender clarification questions in a timely manner;
- f) the tender has been qualified in any way; or
- g) it is in breach of any condition contained within it.

4.9 Abnormally Low Tenders

Where an Applicant's price has been assessed as being abnormally low the Authority will require the Applicant to explain the price proposed and will assess the explanation in

accordance with the guidance set out in the Public Contracts Regulations 2015. The Tender will only be rejected where the evidence provided does not satisfactorily account for the low price or where the Applicant has obtained State Aid that has resulted in a distortion in competition.

Advice in assessing the explanation may be sought from the Authority's Corporate Finance section.

4.10 Incomplete Tenders

Tenders will be considered incomplete where the Applicant has not:

- a) submitted all of the required documents, including any supporting information requested;
- b) fully completed all of the Documents required;
- c) responded to all of the questions; or
- d) submitted the Documents in the required format.

4.11 Evaluation and Award

All accepted Tenders will be evaluated in accordance with the evaluation criteria set out in the Documents.

The Authority will only complete a full evaluation of accepted Tenders which meet all of the mandatory requirements as set out within the Documents.

The evaluation will be carried out by an Evaluation Panel and will be moderated by a member of the Procurement Team.

Please Note: Not all Panel members may assess every question, but all Tenders will be evaluated in the same manner and by the same Panel. Evaluation Panels may not comprise solely of the Authority's Officers, but may also include other key stakeholders, such as partner organisations and people who use Council services.

On completion of the evaluation process approval to award the Tender will be sought in accordance with the Authority's approval procedure.

The Authority is not bound to make any award of Contract. If the Contract is awarded it will be on the basis of the most economically advantageous tender, which may not be the lowest price offered.

All Applicants will be notified of the Tender outcome at the same time, whether this is to award or not to award the Contract. Notification will be through ProContract.

Please Note: Applicants will be advised through ProContract of any changes to the decision date.

The Authority will comply with the requirements of *Regulation 87 Standstill period* of the Public Contracts Regulations 2015.

4.12 Due Diligence

Applicants should note that the Authority will carry out due diligence checks during the time period stated in the Procurement Timetable. During this time Applicants may be contacted through the Portal Messaging Facility with a request to provide evidence that they meet the requirements of the following sections of the Selection Questionnaire:

- a) 4. Economic and Financial Standing;
- b) 5. Further Details in Relation to Applicants who are Part of a Wider Group;
- c) 6. Technical and Professional Ability – Relevant Experience and Contract Examples;
- d) 7. Requirements under the Modern Slavery Act 2015;
- e) 8. Insurance.

and they have any policies or procedures stipulated in the tender requirements.

Full details of the requirements to be evidenced will be included in the request, together with the timescale for response. **Please Note:** Applicants will be required to submit this information to the Authority within 24 hours of the request being made and should therefore ensure the Messaging Facility is appropriately monitored.

4.13 Legal and Contracting Arrangements

Information supplied by the Authority as part of the tender process is supplied in good faith and Applicants must satisfy themselves as to the accuracy of such information. The Authority accepts no responsibility for any loss or damage arising from the use by Applicants of such information. All information issued to Applicants must be treated as confidential.

Applicants must ensure that they are fully familiar with the nature and extent of the obligations that they will take on if their Tender is accepted.

This Tender will be run in accordance with the requirements of regulations *24 Conflicts of interest* and *41 Prior involvement of candidates or tenderers* of the Public Contracts Regulations 2015.

Where the successful Tender is on behalf of a consortium the Authority may require the consortium to assume a specific legal form or require joint liability for the execution of the Contract, where this is considered necessary for the satisfactory performance of the Contract.

The information provided by Applicants will be relied upon to be true and accurate and will form part of the Contract with the successful Applicant. **Please Note:** If any of the information provided by an Applicant is found to be inaccurate the Applicant may be excluded from further participation in this or any future Tender issued by the Authority and could lead to termination of any resultant Contract.

In submitting a response Applicants will be confirming to the Authority that:

- a) they have satisfied themselves of the accuracy and viability of all prices or rates stated within their response;

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- b) all prices or rates quoted will (unless otherwise provided for in the Contract) cover all of the Applicant's obligations under the Contract;
- c) they have obtained all of the necessary information in relation to risks, contingencies or any other circumstances which reasonably influence or affect their bid;
- d) their Tender is accurate and sufficient.

The Authority may, at its absolute discretion, extend the closing dates and times by amending the Tender on ProContract. Prospective Applicants will receive notification of the change of submission date and time. Unless any such extension has been granted, Tenders submitted after the submission dates and times will not be considered.

The Authority may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, Applicants will be notified through ProContract.

The Authority reserves the right to restart or abandon the Tender process where the lowest price submitted exceeds its estimate or available budget.

The Applicant's offer shall remain open for acceptance for a period of 12 months from the closing date and may be extended by mutual agreement.

Please Note: if the successful Applicant does not accept the Terms and Conditions as drafted the Authority reserves the right to withdraw the Contract award and class the submission as non-compliant.

Any acceptance of the Tender by the Authority will be communicated in writing to the Applicant and upon that acceptance the Contract shall become binding on all parties.

Prior to issuing the Contract the Authority will require the successful Applicant to provide evidence of compliance with any Contractual requirements, such as insurances, disclosure and barring service checks and policies and procedures. **Please Note:** If the successful Applicant is unable to provide this evidence the Authority reserves the right to withdraw the Contract award and class the submission as non-compliant.

The successful Applicant will not be allowed to commence performing the Contract prior to the formal Contract documents being signed by both parties, unless written agreement to do so has been given by the Authority's Legal Service.

5 Glossary

5.1 Tender Documents

The following documents, together with the Appendices and Links at 5.2 below, form the tender documents:

Document	Purpose	For Completion and Submission
Part 1 Information	Contains information on the procurement process and instructions on how it will be conducted.	No
Part 2 Specification	Contains Authority's requirements in relation to the goods, services or works being procured.	No
Part 3 Selection Questionnaire	Contains the Selection Questions and may include the requirement for Applicants to provide some on-line responses.	Yes
SQ Part 1 and 2 Declaration	Contains the Part 1 and Part 2 of the Selection Questionnaire, which must be completed by any organisations the Applicant relies on to meet the selection criteria. This document must be submitted by the Applicant on their behalf.	Yes, if applicable
Part 4 Award Questionnaire	Contains the Award Questions and may include mandatory requirements, method statements and/or technical questions.	Yes
Part 5 Pricing	Contains the Applicant's pricing proposals for this Tender.	Yes
Part 6 Certificates and Declarations	Contains the Certificates and Declarations to which all Applicants must conform.	Yes
Terms and Conditions of Contract	Contains the terms and conditions under which the resultant Contract will operate	No Applicants are required to confirm acceptance as part of their response

5.2 Appendices

- 5.2.1 Appendix A ProContract User Guide
- 5.2.2 Appendix B Confidentiality Agreement
- 5.2.3 Appendix C1 Base Data of Staff: Action for Children – Torbay Children’s Centres⁶
- 5.2.4 Appendix C2 Base Data of Staff: The Children’s Society – Young People’s Substance Misuse Service⁷
- 5.2.5 Appendix C3 Base Data of Staff: The Children’s Society –Young People’s Specialist Support Service⁸
- 5.2.6 Appendix C4 Base Data of Staff: Torbay and South Devon NHS Foundation Trust – Public Health Nursing⁹
- 5.2.7 Appendix D Appendix D TSDFT Property Details¹⁰
- 5.2.8 Appendix E Presentation
- 5.2.9 Appendix F1 Brixham Children’s Centre Heads of Terms
- 5.2.10 Appendix F2 Paignton Children’s Centre Heads of Terms
- 5.2.11 Appendix F3 Torquay Children’s Centre Heads of Terms
- 5.2.12 Appendix G1 Brixham Lease Plan
- 5.2.13 Appendix G2 Paignton Lease Plan
- 5.2.14 Appendix G3 Torquay Lease Plan
- 5.2.15 Appendix 1 Outcomes Framework
- 5.2.16 Appendix 2 NICE and PHE Guidance Summary
- 5.2.17 Appendix 3 NHSE Model Specification
- 5.2.18 Appendix 4 Return Home Interview Practice Standards
- 5.2.19 Appendix 5 Demand Information
- 5.2.20 Appendix 6 Children’s and Young People’s Needs Assessment 2016
- 5.2.21 Appendix 7 2018-2020 Joint Strategic Needs Assessment for Torbay
- 5.2.22 Appendix 8 Schedule of Key Performance Indicators
- 5.2.23 Appendix 9 0-19 Integrated Service Consultation Feedback

5.3 Links

- 5.3.1 Selection Questionnaire – List of Mandatory and Discretionary Exclusions:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf
- 5.3.2 Selection Questionnaire – EU Definition of an SME:
<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>
- 5.3.3 Selection Questionnaire – PSC Guidance:
<https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships>
- 5.3.4 SCIE (2015) Co-production in social care: What it is and how to do it:
<https://www.scie.org.uk/publications/guides/guide51/index.asp>
- 5.3.5 CHIS Appendix H Information Governance Toolkit
<https://uat.igt.hscic.gov.uk/Home.aspx>
- 5.3.6 Torbay Council Corporate Plan 2015-2019:
http://www.torbay.gov.uk/media/8413/160197_corporate-and-delivery-plans_Iscape.pdf
- 5.3.7 Torbay Council Children and Young People's Draft Plan 2018-2023:
<http://www.torbay.gov.uk/media/10559/cypp-consultation-draft.pdf>
- 5.3.8 HEE (2017) Making Every Contact Count:
<https://hee.nhs.uk/printpdf/makeeverycontactcount>
- 5.3.9 NHS (2017) Healthy Child Programme:
<http://www.healthychildprogramme.com/>
- 5.3.10 PHE, NHSE, NHS (2017), You're Welcome Pilot 2017: Refreshed Standards for Piloting:
http://www.youngpeopleshealth.org.uk/yourewelcome/wp-content/uploads/2017/02/YoureWelcome_RefreshedsStandards.pdf
- 5.3.11 Guidance and principles of the local Early Help offer:
<http://www.torbaysafeguarding.org.uk/workers/early-help/>

⁶ Will only be provided on completion and return of Appendix B Confidentiality Agreement

⁷ Will only be provided on completion and return of Appendix B Confidentiality Agreement

⁸ Will only be provided on completion and return of Appendix B Confidentiality Agreement

⁹ Will only be provided on completion and return of Appendix B Confidentiality Agreement

¹⁰ Will only be provided on completion and return of Appendix B Confidentiality Agreement

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- 5.3.12 Safeguarding Children's Board Thresholds / 'Interactive Threshold Tool' to aid decision making:

<http://www.torbaysafeguarding.org.uk/toolkit/>

- 5.3.13 The Drug and Alcohol National Occupational Standards from Skills for Health:

<http://www.skillsforhealth.org.uk/resources/service-area/19-alcohol-drugs?highlight=WyJkcVnliwiYWxjb2hvbCJd>

- 5.3.14 Best Start in Life Guidance:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/686930/best_start_in_life_and_beyond_commissioning_guidance_2.pdf

- 5.3.15 OBS2015 compliance:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/417076/Child_Health_Information_240315.pdf

- 5.3.16 PHE (2016), Overview of the six early years and school aged years high impact areas:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/565213/High_impact_areas_overview.pdf

- 5.3.17 Public Health England NDTMS Guidance:(last guidance issued at date of specification:

<https://www.gov.uk/government/collections/alcohol-and-drug-misuse-treatment-core-dataset-collection-guidance>

- 5.3.18 The Barnardo's National Standards for Independent Visiting:

http://www.barnardos.org.uk/The_National_IV_Standards_290416.pdf

- 5.3.19 Weighing and measuring of children Local Authority Regulations 2013:

http://www.legislation.gov.uk/ukxi/2013/218/pdfs/ukxi_20130218_en.pdf

- 5.3.20 National Child Measurement Operational Guidance:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/643226/PHE_national_child_measurement_programme_operational_guidance.pdf

5.4 ProContract Technical Support:

ProContractSuppliers@proactis.com

Or click on the Help link at the bottom of the web page.

Please Note: If your issue is time sensitive call: **0330 005 0352**

5.5 Definitions

Term	Definition
Advocacy	Services which provide assistance (by way of representation or otherwise) to persons for purposes relating to their care and support. Advocacy supports and enables people who have difficulty representing their interests, to exercise their rights, express their views, explore and make informed choices.
Alliance Commissioning Model	The commissioning model under which a set of providers enter into a single arrangement with the Contracting Authority to deliver services. Commissioners and providers are legally bound together to deliver the Service and share the risk and responsibility for meeting the agreed outcomes.
Applicant	An organisation that may respond to this Tender.
Assessment	The assessment of developmental needs of a child within their family and wider environmental context to determine, if the child has needs and what services they require. The assessment may be general in nature, e.g. Targeted Help Request for Support, or Single Assessment which may relate to a specific developmental need, e.g. health or education or where there is more than one identified need.
Authority	Torbay Council.
Authority Authorised Representative	The Officer leading the Tender process on behalf of the Authority who will be responsible for managing the resultant Contract.
Award	The process by which the Authority will determine the successful bidder in accordance with <i>Regulation 67 Contract award criteria</i> of the Public Contracts Regulations 2015.
Award Questions	The written response submitted by the Applicant to evidence their ability to meet the Authority's requirements, which will form part of the evaluation process upon which award of the Contract will be based.

Term	Definition
BBV	<p>Blood Borne Viruses</p> <p>Viruses that some people carry in their blood and can be spread from one person to another. Those infected with a BBV may show little or no symptoms of serious disease. Human immunodeficiency virus (HIV), hepatitis B virus (HBV) and hepatitis C virus (HCV) are three of the most common.</p>
Bidding Model	The Applicant's proposals relating to any consortia or sub-contracting arrangements that will be put in place in order to deliver the Contract.
Call for Competition	The Contract Notice sent electronically for publication in the Official Journal of the European Union.
CAMHS	Child and Adolescent Mental Health Services
Care Plan	A written plan that sets goals and interventions based on a comprehensive assessment.
CAS	<p>Central Alerting System</p> <p>A web-based cascading system for issuing patient safety alerts, important public health messages and other safety critical information and guidance to the NHS and others, including independent providers of health and social care.</p>
C-Card	A scheme developed and implemented locally to provide free condoms and sexual health advice to young people aged 13-24 who have registered with the scheme.
CCG	<p>Clinical Commissioning Group</p> <p>The health commissioning organisations which replaced Primary Care Trusts in April 2013. NHS Commissioning is a complicated process that combines predicting demand; planning services; procuring products; and managing health providers, such as hospitals and private treatment centres.</p>

Term	Definition
Child in Need	<p>Section 17 (10) of the Children Act 1989 defines a child in need as a child who, without the provision of local authority services:</p> <ul style="list-style-type: none"> (a) is unlikely to achieve or maintain, or to have the opportunity of achieving or maintaining, a reasonable standard of health or development without the provision of services to them by a local authority; (b) whose health or development is likely to be significantly impaired, or further impaired, without the provision for them of such services; or (c) they are disabled and “family”, in relation to such a child, includes any person who has parental responsibility for the child and any other person with whom they have been living with.
Clinical Governance	<p>A framework through which NHS organisations and those providing NHS services are accountable for continuously improving the quality of their services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish (Department of Health).</p>
Confidential Information	<p>Any information or documents which the Authority considers to be confidential in nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.</p>
Consortia/Consortium	<p>Two or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract in accordance with <i>Regulation 19 Economic operators</i> of the Public Contracts Regulations 2015.</p>
Contract Term	<p>The length of the Contract including extensions, if available.</p>
Contracting Authority	<p>Torbay Council and any other Authority on whose behalf Torbay Council may be working.</p>
Contractor	<p>The Applicant awarded the Contract culminating from an offer to supply accepted by the Authority.</p>

Term	Definition
CQC	<p>Care Quality Commission</p> <p>The independent regulator of all health and social care services in England. Its job is to make sure that care provided by hospitals, dentists, ambulances, care homes and services in people's own homes and elsewhere meets government standards of quality and safety.</p>
CSE	<p>Child Sexual Exploitation</p> <p>The sexual exploitation of children and young people under eighteen (18) involves exploitative situations, contexts and relationships where young people (or a third person or persons) receive “something” (e.g., food, accommodation, drugs, alcohol, cigarettes, affection, gifts, money) as a result of their performing, and/or another or others performing on them, sexual activities.</p>
Documents	All of the tender documents in relation to this Tender.
Early Help	<p>A shared responsibility, where agencies work together jointly. This is at level 2 on the Torbay Safeguarding Children’s Board Threshold of Need. The Family Intervention Service guides and assists professionals through the process of getting the right help using the consultation line. When the level of need is more complex and cannot be met through existing services such as Schools, GPs or Youth Centres and projects then targeted support is required which can be accessed via the completion of a Targeted Help Request for Support and the Targeted Help multi agency panel. The Multi Agency Safeguarding Hub screens all referrals and ensures that targeted help is the right level of support to offer at the time when it is required.</p>
Eligible Users	Any organisation given access to the Contract resulting from this Tender.
Family Hub Service	<p>A Family HUB service will co-ordinate existing services and support to create better information-sharing networks, ensuring that children and families do not go missing between services.</p>

Term	Definition
FIT	<p>Family Intervention Team</p> <p>This team currently sits within Torbay Council Children's Services and can be accessed through the Targeted Help Panel. The FIT team have skills in whole family working to include delivering evidence based parenting support using a variety of programmes, mediation support to improve family relationships, working with families who've experienced domestic abuse and direct work with children to understand their world and support their key outcomes such as achieving through good attendance at School. The team work with families for around 6 months in order to enable them to build resilience and feel confident to recognise when they may need support in the future.</p>
Inpatient Detoxification	<p>Inpatient drug treatment interventions usually involve short episodes of hospital-based (or equivalent) drug and alcohol medical treatment. This normally includes 24-hour medical cover and multidisciplinary team support. Source: Models of care for treatment of adult drug misusers:Update 2006.</p>
KPI	Key Performance Indicator
LAC	<p>Looked After Children</p> <p>Children cared for by the local authority. They may live with foster carers, other family members or in residential care.</p>
Lead Applicant	The organisation leading the bidding process on behalf of its consortia or sub-contractor partners.
Lot	<p>One of a number of categories of goods or services into which a single procurement process has been divided. The use of lots potentially allows for multiple providers to be appointed following a single procurement process.</p>
MECC	<p>Making Every Contact Count</p> <p>An approach to behaviour change that uses the millions of day-to-day interactions that organisations and people have with other people to support them in making positive changes to their physical and mental health and wellbeing.</p>
Messaging Facility	The area within ProContract where Applicants submit clarification questions and Confidentiality Agreements during the tender process and through which the Authority will post its replies.

Term	Definition
NDTMS	<p>National Drug Treatment Monitoring System</p> <p>A Public Health England website which provides access to national statistics about Drug and Alcohol Misuse Treatment. It is also the system by which data is reported as part of the national monitoring of adult and young people's substance misuse services and is a mandatory requirement of any substance misuse services being funded by the local authority.</p>
NEET	<p>Not in Education, Employment or Training</p> <p>A term used to refer to a young person who is not in education, employment or training, typically aged 15-25.</p>
NHS England	<p>An executive non-departmental public body of the Department of Health. NHS England oversees the budget, planning, delivery and day-to-day operation of the commissioning side of the NHS in England as set out in the Health and Social Care Act 2012. It holds the contracts for GPs and NHS dentists and employs around 6,500 staff in 50 sites around England.</p>
NICE	<p>National Institute for Health and Clinical Excellence</p> <p>The independent organisation responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health.</p>
NMC	<p>Nursing and Midwifery Council</p>
NMC Guidelines	<p>The Code presents the professional standards that nurses and midwives must uphold in order to be registered to practise in the UK. Nurses and midwives must act in line with the Code, whether they are providing direct care to individuals, groups or communities or bringing their professional knowledge to bear on nursing and midwifery practice in other roles, such as leadership, education or research.</p>
NPSA	<p>National Patient Safety Agency</p> <p>The agency that aims to lead and contribute to improved, safe patient care by informing, supporting and influencing healthcare organisations and individuals working in the health sector.</p>
Outcomes	<p>This is a result or achievement which is measurable. For example it could refer to achievements of clients in support and care services such as better managing mental health or physical health.</p>

Term	Definition
Parental Responsibility	All the duties, rights, powers, responsibilities and authority which by law a parent of a child has in relation to the child and their property. A Care Order confers the responsibility to a local authority but it does not remove it from the child's parents.
Pharmacotherapy	A range of prescribing interventions, in the context of a package of care and in line with 'Drug misuse and dependence, UK guidelines on clinical management. 2017'. Source: Models of care for treatment of adult drug misusers: Update 2006 .
PHE	<p>Public Health England</p> <p>An executive agency of the Department of Health and Social Care in the United Kingdom that began operating on 1 April 2013. Its formation came as a result of the reorganisation of the National Health Service (NHS) in England outlined in the Health and Social Care Act 2012. It took on the role of the Health Protection Agency, the National Treatment Agency for Substance Misuse and a number of other health bodies.</p>
Prevention	Many of the health problems that we experience are linked with our social situation and lifestyle, which means that poorer outcomes can be prevented. Prevention programs focus on keeping people healthy by engaging and empowering individuals and communities to partake in healthy behaviours and make changes that reduce the risk of developing chronic diseases and other morbidities. It is a range of interventions that prevent an escalation in need that may tip an individual into a higher or more intensive level of service.
Price Review Mechanism	The mechanism that will be used during the life of the Contract to review and vary the price.
ProContract	The e-tendering portal through which the Authority advertises opportunities and conducts Tenders.
Procurement Representative	The Procurement Officer who is leading the procurement process on behalf of the Authority.
Progressive Universalism	All families with young children have access to a Universal Service. Where additional needs are identified and additional services are offered to meet those needs, the most vulnerable children and families are offered the most intensive support.

Term	Definition
PSHE	<p>Personal, Social, Health and Economic Education</p> <p>In various forms this has been part of the National Curriculum for schools in UK since 2000. Some aspects, but not all, have been compulsory. PSHE education is defined by the schools inspectorate Ofsted as a planned programme to help children and young people develop fully as individuals and as members of families and social and economic communities. Its goal is to equip young people with the knowledge, understanding, attitudes and practical skills to live healthily, safely, productively and responsibly.</p>
Psychosocial Interventions	Interventions provided to an individual or group that use psychological, psychotherapeutic, counselling and counselling based techniques to encourage behavioural and emotional change, the support of lifestyle adjustments and the enhancement of coping skills.
Public Contracts Regulations	The UK legislation concerning public procurement, which can be found at: www.legislation.gov.uk .
Referral	A request for services to be provided. A case can become current only after a referral has been made.
Relevant Tax Authority	The organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
Residential Rehabilitation	Drug and alcohol residential rehabilitation consists of a range of treatment delivery models or programmes to address drug and alcohol misuse, including abstinence orientated interventions within the context of residential accommodation. Source: Models of care for treatment of adult drug misusers: Update 2006 .
Safeguarding Children	The process of protecting children from abuse or neglect, preventing impairment of their health and development, and ensuring they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances and enter adulthood successfully.

Term	Definition
Safeguarding and Promoting Welfare of Children	<ul style="list-style-type: none"> a) protecting children from maltreatment; b) preventing impairment of children's health or development; c) ensuring that children are growing up in circumstances consistent with the provision of safe and effective care; and d) taking action to enable all children to have the best life chances. <p>(Definition provided by Working Together 2015)</p>
SCPHN	Specialist Community Public Health Nurses
Self-Management	Methods and skills people can use to effectively direct their own activities towards the achievement of their identified outcomes or to control long term conditions to enable them to lead fuller, more confident and active lives.
SEND	<p>Special Educational Needs and Disabilities</p> <p>Special educational needs and disabilities can affect a child or young person's ability to learn. They can affect their:</p> <ul style="list-style-type: none"> c) behaviour or ability to socialise, for example they struggle to make friends; d) reading and writing, for example because they have dyslexia; e) ability to understand things; f) concentration levels, for example because they have ADHD; g) physical ability.
Service User(s)	The person(s) directly receiving the Services provided by the Provider as specified in Part 2 Specification and includes their Carer and Legal Guardian where appropriate.
SME	Small or Medium Enterprise
Standstill	The period, as set out in Regulation 87 of the Public Contracts Regulations 2015, immediately following notification of the award decision to Applicants during which the Authority must not enter into the Contract.
Supplying the South West	Means the same as ProContract.

Term	Definition
Support Network	A group of people, including family friends, organisations and public services, who provide emotional and practical help to people experiencing difficulties.
Tender	The invitation to bid for this Contract; and / or the Applicant's response to this tender opportunity.
The Green Book	The Green Book has the latest information on vaccines and vaccination procedures, for vaccine preventable infectious diseases in the UK.
Tier 1 – Advice and Information	Advice and information about drugs and alcohol is provided, and signposting to other help if it is needed, including help for young people who may be affected by parents' or carers' drug or alcohol use.
Tier 2 – Brief Interventions	<p>If young people are using drugs or alcohol and experiencing some problems, they can be offered screening or an assessment to help to identify what is going on and who and what can help. Young people may then be offered:</p> <ul style="list-style-type: none"> e) advice and information; f) brief interventions to help them identify and make changes to their use and find alternatives; g) harm reduction advice; h) referral to more specialist services such as Tier 3 drug/alcohol treatment if needed, and support to access and engage with that service; i) relapse prevention work.
Tier 3 – Drug and Alcohol Treatment Interventions	<p>If young people are using drugs or alcohol regularly and in a way that is putting them at risk, they can access structured treatment interventions provided by specialist staff. They can include:</p> <ul style="list-style-type: none"> a) psychosocial interventions; b) more specialist harm reduction work; c) needle exchange; d) substitute prescribing; e) detoxification and access to residential rehabilitation if needed.

Term	Definition
Tier 4 – Residential Rehabilitation	<p>The provision of residential specialised drug treatment, which is care planned and care coordinated to ensure continuity of care and aftercare. Tier 4 interventions that should be commissioned to meet local area needs include:</p> <ul style="list-style-type: none"> a) inpatient specialist drug and alcohol assessment, stabilisation, and detoxification/assisted withdrawal services; b) a range of drug and alcohol residential rehabilitation units to suit the needs of different service users; c) a range of drug halfway houses or supportive accommodation for drug misusers; d) residential drug and alcohol crisis intervention units (in larger urban areas); e) inpatient detoxification/assisted withdrawal provision, directly attached to residential rehabilitation units for suitable individuals; f) provision for special groups for which a need is identified (e.g. for drug-using pregnant women, drug users with liver problems, drugs users with severe and enduring mental illness). These interventions may require joint initiatives between specialised drug services and other specialist inpatient units; g) a range of the above interventions for drug-misusing offenders.
Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)	<p>The regulations which govern how employers must deal with transfer of staff when a service or business changes hands from one employer to another in order to ensure the principal terms of employees' rights are protected.</p>
Transition	<p>The planned movement of a young person, on or around their eighteenth (18th) birthday, into adult services.</p>

Term	Definition
TSCB	<p>Torbay Safeguarding Children Board</p> <p>The Board is made up of professionals who work in services for children and families including health, education, police, fire and the voluntary sector. The board works closely with the other three Local Safeguarding Children Boards across the South West Peninsula; i.e. Devon Children and Families Partnership, Plymouth Safeguarding Children Board and Cornwall and Isles of Scilly Safeguarding Children Partnership in order to share best practice and ensure that all children and their families across Devon and Cornwall & IOS are supported by the services and agencies available.</p> <p>The TSCB has an overarching ambition for children in Torbay to be safer, through:</p> <ul style="list-style-type: none"> h) protection from maltreatment; i) prevention of impairment to health and/or development; j) ensuring safe and effective care; k) ensuring a safe environment.
Universal Services	Any service which is accessible by a young person, with no criteria placed for eligibility (e.g. schools, doctors).
VCSE	Voluntary, Community or Social Enterprise.