

**Pseudo Dynamic Purchasing System**

**for the Provision of**

**CS0877 South West & South Central Flexible Framework for Independent/ Non-Maintained Special Schools**

**PART A – INSTRUCTIONS TO APPLICANTS**

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Whilst care and attention has been exercised in the preparation of this document, it remains subject to contract and all warranties whether express or implied by statute, law or otherwise are hereby disclaimed and excluded.

These limitations are not intended to restrict continuing business discussions between Participating Authorities and Providers.

Any proposal received by Providers is subject to contract with Participating Authorities.

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**Section 1: List of Application Documents**

**Part A: Instructions to Applicant Documents**

The following documents are for your information and to help you complete your application. They specify the process, guidance, requirements, terms and instructions relevant to this procurement. These documents do not need to be included in your application.

A1 – Information to Applicant

A2 – Specification

A3 – Flexible Framework Agreement

**Part B: The Application**

A complete application consists of the following documents:

B1 – Selection Questionnaire (to be completed online)

B2 – Assessment Questionnaire

B3 – Pricing Schedule

B4 – Form of Tender

B5 -Commercially Sensitive Information

Documents B1 – B5 are the application documents and these must be completed in full and returned in advance of the deadline, in accordance with the instructions given in Part A. Anyone not complying with the requirements specified within Part A may be rejected by the Council, whose decision in the matter shall be final.

**Information on the Lots**

Lot 1 – Independent/non-maintained special schools

Lot 2 – Special Post 16 Institutions

This opportunity is split in to two Lots, all of the Part B documents must be submitted for both Lots. You are required to clearly state within the Assessment Questionnaire which Lot you are applying for.

If you are an organisation applying for more than one setting you MUST supply an Assessment Questionnaire for each setting you are making an application for.

**SECTION 2: DEFINITIONS, INTRODUCTION AND BACKGROUND**

**Key definitions:**

The key definitions in relation to any contract in relation to the services which may or may not be awarded as part of the application process are those contained within document A2 Independent Specialist School Placements – Framework Agreement Services and X Independent Specialist School Placements – Specification of this invitation to Application pack.

The key definitions relating specifically to the ITT itself in addition to those referenced in the previous paragraph are:

|  |  |
| --- | --- |
| **Term / Acronym** | **Definition** |
| Agreement | This sets out the conditions on which the services are to be provided. These conditions shall apply to the Agreement. |
| Application | Means the process for applying for entrance into the Pseudo Dynamic Purchasing System (DPS). It comprises of the minimum selection criteria, general service specification and contract terms and conditions; |
| Applicant | The person (in the case of a sole trader) or Provider or organisation who is intending to submit an Application for the goods / services |
| Block | Assured provision |
| Call off | Means the securing of contracts via a call off against the Flexible Framework Agreement or via Mini Competition under the DPS |
| DPS | Dynamic Purchasing System |
| Flexible Framework Agreement | Means agreement issued following successful Application |
| Southwest and South Central Flexible Framework Agreement | The name given to the group of providers who successfully join the DPS |
| Instructions to Applicants | These instructions constitute the rules and process of the Application. Participation in the Application process automatically signals that the Applicant accepts these conditions of Applying. |
| Lead Authority | Wiltshire Council acting as the contracting/procurement authority |
| Mini -Competition | Future competition with providers to provide additional services e.g Block |
| Participating Authority | Means the Local Authorities named the relevant OJEU notice |
| Period of Validity | The duration of the DPS open to new entrants |
| Rounds | The opening and closing of the Pseudo DPS to allow new entrants |
| Specification | The specification is an explicit set of requirements to ensure the subject matter is provided by the providers. Applicants need to understand what the requirements are and relate this to the input required in other parts of the Application document. |
| PCR 2015 | Public Contract Regulations 2015 |

**Introduction:**

Wiltshire Council, acting as the Lead Authority, working collaboratively with the Participating Authorities, is seeking to establish a Pseudo Dynamic Purchasing System (DPS) for the provision of placements for children/young people/young adults with Special Educational Needs and Disability (SEND) in Independent and Non-Maintained Special Schools (INMSS) and Specialist Post-16 Providers. This will allow the right placements into INMSS to be made efficiently, cost effectively and in line with procurement regulations.

The Participating Authorities are:

* Bristol City
* Bournemouth, Poole and Christchurch Council
* Dorset Council
* Isle of Wight
* North Somerset Council
* Somerset County Council
* Swindon Borough Council
* West Berkshire Council
* Wiltshire Council
* Wokingham Borough Council

The following authorities are named on the OJEU notice, but have not formally joined the group of Participating Authorities.

* Torbay Council
* Oxfordshire Council
* Hampshire Council

**Background information about the Lead Authority.**

Background information about the Council can be found within:

* Wiltshire Council’s Business Plan 2017 - 2027
* Wiltshire Council’s Constitution
* How to do business with the council.

All of the above can be found at [www.wiltshire.gov.uk](http://www.wiltshire.gov.uk). Similar information relating to the Participating Authorities can be found on their respective websites.

The Lead and Participating Authorities strive to improve the environment and quality of life and their surroundings.

Wherever relevant and appropriate the Applicants should:

* seek to source items that will make a positive contribution to the Participating Authorities and Customers’ energy and environmental aspirations;
* that they have considered ways that their Application delivers social value; and
* they are actively eliminating inequalities within their supply chain, especially with regards to the protected characteristics addressed within the Equality Act and in the Modern Slavery Act.
* carry out to the highest standards by suitably qualified and competent personnel.
* have relevant and effective health and safety systems and policies in place.  They must comply with relevant legislation, codes of practice and safe working systems
* be able to maintain service in the event of a major emergency
* provide the service in such a manner that complies with national and Participating Authorities requirements with regards to safeguarding the service users.
* must adhere to the principles of the General Data Protections Regulations when working with personal data.

*Armed Forces Covenant -* The council is committed to the Armed Forces Covenant and encourages its suppliers to also add their support. Information can be accessed via: <https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information>

**Period of Validity**

It is the intention of the Lead Authority for this Pseudo DPS to remain open to new Providers for a period of five (5) years, with an option to extend the Period of Validity for a further two (2) years in one (1) year increments.

**Proposed Contract**

The Contract will be for the period of five (5) years the contract can be extended by up to two (2) years in one (1) year increments.

**SECTION 3: SELECTED PRCUREMENT ROUTE**

It is the intention of the Participating Authorities to establish a Pseudo Dynamic Purchasing System (DPS) to procure placements for children/young people/young adults with Special Educational Needs and Disability (SEND) in Independent and Non-Maintained Special Schools (INMSS) and Specialist Post-16 Providers which fall within the light-touch regime (LTR - PCR 2015 Regulations 74-77). The Pseudo DPS will in many respects look and feel like a DPS set up under PCR 2015 Regulation 34, but the flexibility of the LTR will apply. None of the formal procedural rules have any direct application including the requirements of Regulation 34. Wiltshire Council makes this distinction to avoid implying that it will follow, or be bound by, the full procurement regime under PCR 2015 for this procurement.

## **Aim of the Pseudo DPS**

It is the aim of the Participating Authorities to appoint multiple providers to a Pseudo DPS during the period of validity. On successful application to the Pseudo DPS providers will be awarded a Flexible Framework Agreement for the provision of placements for children/young people/young adults with Special Educational Needs and Disability (SEND) who have an EHCP.

The Participating Authorities may from time to time wish to run a mini-competition with providers award additional contracts to provide, for example, a ‘block’ of service or services in different settings.

**Management of the Pseudo DPS**

## The management of the application process and entry onto and exit from the DPS will be managed by the Lead Authority’s nominated Authorised Officer.

## The Pseudo DPS will remain open for the period of validity. Initially the Pseudo DPS will ‘open’ and ‘close’ in line with Section 4: Timetable. Thereafter Providers will be able to make an Application to join the Pseudo DPS at any time, however the Participating Authorities will, at their discretion, close the rounds every six (6) months.

## Providers may remove themselves at any point, however if subsequently a Provider wishes to re-join, with different rates, the Participating Authorities reserve the right to refuse entry for a period of up to 6 months.

## Providers will be required to inform the Lead Authority of any changes to their circumstances that formed part of the application process during the period of validity and will receive reminders annually to review their information.

**SECTION 4: TIMETABLE AND ASSOCIATED INFORMATION**

**The key dates for Round 1 (initial round) of this procurement are anticipated to be:**

|  |  |  |
| --- | --- | --- |
| Event | Time Period | Date |
| Deadline for receipt of clarifications |  | 18th November 2019 at 17:00[[1]](#footnote-2) |
| Target date for responses to clarifications | 22nd November 2019 at 17:00 |
| Deadline for receipt of Applications | 29th November 2019 at 12:00 midday |
| Verification and Opening |  | 29th November 2019 |
| Review of Applications commences |  | 02nd December – 16th December |
| Notification of contract award decision |  | 20th December 2019 |
| Target service commencement date |  | 01st January 2020 |

**Key dates for further rounds**

|  |  |  |  |
| --- | --- | --- | --- |
| Round 2 | | | |
| Open | Close | Review of Applications | Notification of contract award decision |
| 29th November 2019 | 06th January 2020 | 06th January 2020 – 27th January 2020 | 27th January 2020 |

|  |  |  |  |
| --- | --- | --- | --- |
| Round 3 | | | |
| Open | Close | Review of Applications | Notification of contract award decision |
| 06th January 2020 | 27th January 2020 | 27th January 2020 – 10th February 2020 | 10th February 2020 |

|  |  |  |  |
| --- | --- | --- | --- |
| Round 4 | | | |
| Open | Close | Review of Applications | Notification of contract award decision |
| 27th January 2020 | 10th February 2020 | 10th February 2020 – 02nd March 2020 | 02nd March 2020 |

Round 5 will open on the 02nd March 2020. The Participating Authorities will thereafter, at their discretion, close the rounds every six (6) months. When this happens, the following timescales will apply:

|  |  |  |
| --- | --- | --- |
| Next round open | Review of Applications | Notification of contract award decision |
| The next round will open immediately following closure of the previous round | Up to 4 weeks | Will happen no later than 5 weeks of the round being closed |

Any changes to the procurement Timetable shall be notified to all Applicants as soon as practicable.

**Information on Rounds**

**Round 1 – Initial Creation of the Pseudo DPS**

Providers are required to submit their Application within the e-tender system by the date as specified in section 4.

Providers required are to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Providers responsibility to ensure that their Application is submitted within the e-Application system by the closing date and time.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Application as a Fail / Non-compliant Submission.

**Rounds, 2, 3 and 4**

Providers may submit their Application within the e-tender system at any time during the open periods in rounds 2, 3 and 4. Application received during this period will be evaluated in accordance with the timescales set out above.

Whilst the Participating Authorities expect to conduct the procurement in line with the published timescales the Participating Authorities reserve the right to amend the opening frequency.

**Round 5 Onwards**

Round 5 will open on the xxx. Thereafter the Participating Authorities expect to close the rounds every 6 months for the Period of Validity. Whilst the Participating Authorities expect to conduct the procurement in line with the published timescales the right is reserved to amend the frequency of opening and closing rounds to allow for proper operation of the required services.

**SECTION 5: INSTRUCTIONS TO THE APPLICANT**

The purpose of this document is to provide instructions on applying for entrance (“application”) to Southwest and South-Central Flexible Framework for Independent/Non-Maintained Special Schools. The Application enables the Participating Authorities to receive sufficient information from Providers interested in supplying the required services and to allow:

a) both the assessment of their suitability and baseline quality,

b) the Participating Authorities to review the application submitted to find the most suitable Providers who can meet the Selection Criteria. Only Providers who are offered a Flexible Framework Agreement will be invited to provide the services out lined in documents A2 and A3.

**Ofsted Registration and Information**

Providers who are registered with Ofsted will need to confirm certain information about their registration and subsequent rating. Full details of the required information can be found in document B2 Assessment Questionnaire, but a summary of the required information is provided below.

|  |  |
| --- | --- |
| Rating | Required information |
| Outstanding and Good | Please supply a weblink link to your Ofsted Reports |
| Requires Improvement | Please supply latest Ofsted Report and Associated Action Plan |
| Inadequate | Please supply latest Ofsted Report and Associated Action Plan |

## **CQC Registration and Compliance**

If you a Provider who is registered with CQC to deliver personal care and other related service at settings that you are making an Application for, you will need to confirm certain information about your registration and subsequent rating. Full details of the required information can be found in document B2 Assessment Questionnaire, but a summary of the required information is provided below.

|  |  |
| --- | --- |
| Rating | Required information |
| Outstanding and Good | Please supply a weblink to your latest CQC Report |
| Requires Improvement | Please supply latest CQC Report and Associated Action Plan |
| Inadequate | Please supply latest CQC Report and Associated Action Plan |

**Copyright and Confidentiality**

The Council asserts its copyright in the following documentation included in Application pack;

A4 - Specification

B2 – Assessment Questionnaire

B3 – Pricing Schedule

The Application pack has been made available on the condition that its contents are not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Applicant to apply.

**Warnings and disclaimers**

While the information contained in this Information to Applicant pack is believed to be correct at the time of issue, neither the Participating Authorities, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

Applicants shall have no claim whatsoever against the Participating Authorities in respect of any statement, act or omission by the Participating Authorities and in particular (but without limitation) the Participating Authorities shall not make any payments to the successful or any other Applicant save as expressly provided for in the Application documents and (save to the extent set out in the Conditions) no compensation or remuneration shall otherwise be payable by the Participating Authorities to the successful Applicant.

**Equality and fairness**

These instructions are designed to ensure that all Applicants are given equal and fair consideration and that the Application process itself is transparent. It is important therefore that Applicants provide all the information asked for in the format and order specified.

**Level of business**

The Participating Authorities do not warrant that they will place any particular orders or any level of business with the Provider(s) it selects. The Council does not bind itself to accept the lowest or any Application. The Participating Authorities shall not be liable for any loss or expense incurred by any Applicant as a result of its decision not to award the Contract to any Applicant.

**English Fluency Requirements**

The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.

**Each Applicant**

The Applicant must meet the Participating Authorities minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Application itself. That is, the Application must be capable of being accepted in its own right.

Where the Applicant is a company, the Application must be signed by a duly authorised representative of that company. Where the Applicant is a consortium, the Application must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, either all the partners should sign or, one only may sign providing he states that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

All **Part B** Application documents must be completed in their entirety.

Where the Applicant is a company they must satisfy themselves that carrying out the Contract in the way the draft Contract is structured will be within their objects and powers and demonstrate this to the Participating Authorities.

In submitting the Application, the Applicant will undertake that in the event of the Application being accepted by the Participating Authorities and forthwith upon being called upon so to do by the Participating Authorities they will execute and release for completion to the Participating Authorities the Contract accompanying these Instructions to Applicants and until such date as the Contract is executed and completed. The completed Form of Tender, together with the formal written acceptance of it by the Participating Authorities will form a binding agreement between the Parties.

Applicants should provide their response to the questions in the Application documents where those questions appear in the Application document rather than simply referring to one of their documents. If Applicants cannot fit a response into the form at that point, the answer response space can be expanded so as to accommodate the response. If it is necessary for Applicants to refer to another document that they are submitting with the Application, it is the Applicant’s responsibility to make sure that this is done clearly, in a way that is easy to follow and identifies the document, the page and paragraph that deals with the question. If the reference is ambiguous or the Participating Authorities cannot trace or follow an answer, that will be at the Applicant’s risk, and is likely to have a detrimental effect on the evaluation of the Application.

The Participating Authorities rely on Applicants own analysis and review of information provided. Consequently, Applicants are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Applications and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

Applicants must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Application process and their Application, without reliance upon any opinion or other information provided by the Participating Authorities or their advisers and representatives.

The Participating Authorities may make drafting changes to the Application documentation until six working days before the date for return of Applications. The Participating Authorities reserve the right to change the timescale for the Application response dependant on the level of change that has occurred to allow sufficient response for Applicants to submit their Application based on the changes made. Applicants will be required to accept any such changes without reservation.

**Insurance**

Applicants and their insurance company should complete the Insurance section within Part 3 of the Selection Questionnaire (SQ) to confirm that valid insurance cover is held to meet the Council’s requirements for the amounts specified.

**Contract terms**

Applicants must ensure they understand the content of the Draft Contract as it provides information relating to the conditions and performance of the contract and will assist with the development of the Applicants response when completing other parts of the Application document.

No input with regards to the Draft Contract is required by Applicants during the bidding process.

However, if the terms of the Contract render the proposals in the Applicants Application unworkable, the Applicant should submit a clarification in accordance with Section 4; Timetable and the Participating Authorities will consider whether any amendment to the Contract is required.

The applicants who are awarded agreements will liaise with the representative and will be required to complete and authorise the contract agreement in its entirety prior to its commencement.

**Documents forming the contract**

The following documents shall form part of the Contract between the Participating Authorities and the Provider:

* Flexible Framework Agreement
* Specification.
* The Schedules
* A pricing model (as completed by the Applicant).
* Responses to requirements
* A list of commercially sensitive information (as completed by the successful Applicant).

**Consortia and subcontractors**

All Applicants are required to identify whether and which consortium arrangements apply in the case of their Application.

Subcontracting arrangements are not permitted

For the purposes of this Application, the following terms apply:

* **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
* **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

**Whistleblowing**

Contracts include provisions under which the contract will be terminated if the provder or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Bribery Act 2010.

There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.

The Participating Authorities also require Providers that they sign non-collusion agreements to the effect that they will not collude with other Applicants in submitting Applications.

The Participating Authorities takes these issues very seriously.

It encourages all Providers, Applicants or for that matter anyone else, to contact it if any Councillor, employee or other provider, Applicant or potential Applicant approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, you should contact the council’s Dedicated Whistleblowing Hotline on 01225 718 020.

If so, or for that matter in respect of any concerns a provider may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employee under the whistle-blowing policy. This can be found on the Participating Authorities publicly accessible website.

**Other matters**

The Participating Authorities cannot and does not propose to commit itself as to:

* + What will be its requirements after this contract has expired.
  + What arrangements it may propose to make to procure the Subject Matter, or
  + What the legislative regime will be at that time either as to procurement of Goods, Services, Works or transfer of staff.

The Conditions will contain a provision under which the Provider will be obliged to provide all relevant data to be made available to the Participating Authorities, or to potential Applicants or similar parties who might be bidding for another contract after the Contract has expired as to the quantities of Goods, Services or Works the Participating Authorities or other Customers might have ordered, as to staff if TUPE or any similar regime is likely to apply at that stage.

Applicants should not try and recruit any employee of a Participating Authority who has during the year prior to the closing date for the submission of Applications been employed on work relating to the Contract. If you do so, your Application is likely to be rejected.

**Collusive Tendering**

The Participating Authorities reserve the right at its own choice and without consulting the Applicant either to reject the Application or to treat the Applicant as having agreed, by submitting the Application, to bind itself to the Non Collusive Tendering Certificate as though they had completed it. Applicants should also note that the Participating Authorities will regard the lodging of a false Non Collusive Tendering Certificate as grounds justifying immediate rejection of the Application without further reference to the Applicant or for immediate termination of the Contract if the Applicant has been successful.

## **Bid Rigging**

The council reserves the right to utilise the [Competition and Marketing Authority’s (CMA) screening for Cartels tool](https://www.gov.uk/government/news/cma-launches-digital-tool-to-fight-bid-rigging).

**Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Participating Authorities have given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Application, its contents or any proposals relating to it without the prior written consent of the Participating Authorities.

**Applicant conduct and conflicts of interest**

Applicants shall not directly or indirectly at any time:

* Devise or amend the content of their Application in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Application; or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Application.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting an Application.
* Canvass the Participating Authorities or any employees in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Participating Authorities or their advisors concerning another Applicant or Application.

Applicants are responsible for ensuring that no conflicts of interest exist between the Applicant and its advisers, and the Participating Authorities and its advisers. Any Applicant who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Participating Authorities.

**Rights of the Participating Authorities**

They reserve the right to:

* Seek clarification or documents in respect of an Applicants submission.
* Disqualify any Applicant that does not submit a compliant Application in accordance with the instructions.
* Disqualify any Applicant that is guilty of serious misrepresentation in relation to its Application, expression of interest, the SQ or the Application process.
* Withdraw this opportunity at any time, or to re-invite Applicants on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**Clarifications about the Services or Application requested by Applicant**

Applicants should notify the Lead Authority promptly of any perceived ambiguity, inconsistency or omission in the application documents, any of its associated documents and/or any other information issued to them during the procurement process.

Any enquiries or clarifications about this Application should be raised electronically through the e-tendering portal addressed to the contact officer named in paragraph ‘Key Contact’ in these Instructions, as soon as possible.

The Participating Authorities will respond to all reasonable clarifications as soon as possible through publishing the Applicants questions and the response to them on the e-tendering portal (**Clarifications Log**). If an Applicant wishes their clarification to be treated as confidential and not issue the response to all Applicants, it must state this when submitting the clarification. If, in the opinion of the Participating Authorities, the clarification is not confidential, the Applicant will be informed and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Applicants, although anonymity of the source of the request will be preserved.

If the Participating Authorities need to make more substantial alterations to the Contract, then it shall have the right to price the changes, using your own submitted prices, applying them on a quantum merit basis. Should the revised price structure not be agreed by you, then you may withdraw notwithstanding the provisions of this Section.

Applicants are advised not to rely on communications from the Participating Authorities in respect of the Services or Application unless they are made in accordance with these instructions.

**Application submission**

Only responses submitted through [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) for this contract opportunity will be accepted. No postal, email or hand delivered Applications will be accepted. Refer to Section 6 of this document A1 for guidance on how to submit an Application through the electronic portal.

Applicants must be submitted strictly in accordance with the documentation accompanying these Instructions and listed in the Form of Tender. You must not make any changes to these documents.

Applications must not be qualified or conditional. This means they must not be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other Applicants.

If you decide you do not wish to Application, you must advise the Participating Authorities immediately and outline the reasons for withdrawing.

**Additional evidence in support of Application**

Please note the Participating Authorities reserves the right to request the following additional documentation/information in accordance with the documentation accompanying these instructions:

* A copy of current insurance documents
* Three years Annual Accounts (unless you are a limited company in which case your Registration Number will be used to check your financial status)
* Annual Report

**Price submitted**

The price for delivering the Service must be quoted in pounds sterling and decimal fractions of a point. Such fractions need not be restricted to any specific number of decimal places but the product of multiplying the rate by any guide quantity must be expressed in pounds and whole pence (i.e. two decimal places).

Applications should be submitted exclusive of Value Added Tax (VAT).

If it I suspected that there has been an error in the pricing of the delivery of the services the Participating Authorities reserves the right to seek such clarification as it considers necessary from that applicant only.

The services to be provided will be ascertained with reference to the documents listed in this opportunity***.*** The price of delivering the services shall be the fully inclusive cost of providing the services and fulfilling all the obligations of the provider under any resulting contract. Without limitation to the foregoing the price shall, as a minimum, include the following, together with any costs in connection therewith:

* Labour (including, for example, such costs as: salaries, overtime, subsistence, travelling, insurance, pensions, bonuses, accommodation etc.)
* Establishment charges, administration costs, overheads, disbursements and profit.
* Non re-chargeable staff.
* Materials, goods and consumable supplies.
* Vehicles.
* Computer hardware and software.
* Office equipment.
* Communications, postage, printing and general presentation materials.
* Compliance with all obligations in the Contract accompanying these Instructions including audit monitoring and financial requirements.
* Dealing with verbal and written representations from members of the public, members, Ombudsman, MPs etc., regarding any aspects of the tasks being undertaken.

The Participating Authorities do not bind themselves to accept the lowest Application, and where the pricing documentation permits, may accept part of an Application.

**Application Validity**

The Application is an unconditional offer and should remain open for acceptance for a period of 180days from the date fixed for the submission of applications. An application valid for a shorter period may be rejected.

Failure by the successful Applicant to execute the Contract within the time specified above will render any binding agreement voidable at the option of the Participating Authorities at any time, by notice in writing under the hand of the Authorised Representative.

**Bona Fide Applications**

Applications shall be submitted on the basis that acceptance of an Application shall be binding for all purposes.

Applications shall only be submitted on the basis that they are bona fide competitive applications. It is therefore agreed that the Participating Authorities shall have the power to cancel the contract and to recover from the Applicant the amount of any loss arising from the cancellation if the Applicant:

Shall have offered or given or agreed to give any officer or member of the Participating Authorities any gift or consideration of any kind as an inducement or bribe to influence its decision in the Application procedure. The word ‘Applicant’ for these purposes shall be deemed to include any and all persons employed by the Applicant, or who are purporting to act on the Applicants behalf whether the Applicant is aware of their acts or not.

Shall have communicated to any person other than the Participating Authorities the amount or approximate amount of the proposed Application (other than in confidence in order to obtain quotations necessary for the preparation of the Application, or for insurance purposes).

Shall have entered into any agreement or arrangement with any person as to the amount of any proposed Application or that person shall refrain from applying.

**References**

The Participating Authorities reserve the right to ask the Applicant to supply two references. References will be used to verify the technical proposals put forward in the Application and will not be scored.

**Clarifications about the contents of the Applications**

These instructions are designed to ensure that all providers are given equal and fair consideration. It is important therefore that providers provide all the information asked for in the format and order specified.

The Participating Authorities reserve the right (but is not obliged) to seek clarification of any aspect of an Applicants Application during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Applicants are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Application non-compliant.

Providers should read these instructions carefully before completing the Application documentation. Failure to comply with these requirements for completion and submission of the Application response may result in the rejection of the Application. Providers are advised therefore to acquaint themselves fully with the extent and nature of the Pseudo Dynamic Purchasing System and contractual obligations.

**Evaluation**

All completed Applications received will be reviewed by the Participating Authorities.

There is no cost quality ratio therefore providers will be admitted to the Flexible Framework Agreement if they successfully complete documents, B1, B2 and B3 to the satisfaction of the evaluation panel and accept the terms and conditions and form of tender.

All applicable Questions on the Supplier Questionnaire are **pass / fail**.

Unsuccessful Applications will be informed of the action they need to take to be admitted to the Flexible Framework Agreement

During the term of the DPS financial checks may be carried out on providers at contract award stage. The Participating Authorities will expect sufficient information to be available to validate the responses within the DPS selection questionnaire and to validate the bid prior to award of a mini-competition.

**How contract award will be made**

The Participating Authorities may award the Contract on the basis of an Application submitted in accordance with the instructions below:

Contract award is subject to the formal approval processes. Until all necessary approvals are obtained, no Contract(s) shall be entered into.

Once the Participating Authorities have reached a decision in respect of a contract award, it will notify all Applicants of that decision.

By submitting an Application, Providers are agreeing to be bound by the terms of this Application and the applicable Terms and Conditions without further negotiation or amendment.

**Key Contact**

The contact officer is: Deborah Jeffs – Category Manager – People

Email: deborah.jeffs@wiltshire.gov.uk

**Appendix 1: Freedom of Information**

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) are intended to create a more open and transparent government. This means that the spending of public money and details of the services procured need to be transparent. This can include details contained in quotations/Applications.

Participating Authorities regularly receives requests for information submitted in Applications and the council is obliged by law to respond to all requests.

By supplying information to the Prticipating Authorities , each organisation is agreeing to be bound by the requirements of the FOIA and the EIR for the service they are providing.

***I am not a public body therefore the Act does not apply to me***

Where a council service is supplied by a contractor, the service information is subject to the Act. The company as a whole is not subject, only that part which relates to the service provided.

***What will be released?***

Any information submitted to the council could be considered for disclosure. Please ensure that only necessary information is sent.

Typically, information will be treated as follows:

|  |  |
| --- | --- |
| Information | How it is treated |
| Application submissions | Will be treated as publicly inaccessible at least until the successful Applicant has signed the contract. |
| Identity and amount of Applications | The identity and amount of the successful Application will become publicly accessible only after award. The identities and amounts of unsuccessful Applications will remain inaccessible. If amounts appear in publicly accessible documents, the Applicants will normally not be identified by name. Unsuccessful Applicants will continue to have their existing rights to know details about their own Application, but not other peoples. |
| Contract Documents as completed by the successful Applicant | Accessible during the advertisement period under the Council’s auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so. |

Information about current Applications is available on the [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk). A request received for more detailed information would be dealt with under FOIA.

***What can be withheld?***

The Council cannot contract out of its responsibilities under the FOIA and the EIR and unless information is covered by an exemption in the legislation it must be released if requested. Any of the exemptions could apply to information concerning the relationship between the council and a service provider. However, the following are the exemptions which are most likely to apply:

*Provided in confidence1* – information must be truly confidential and disclosure by the council could result in an actionable breach of contract. Marking a document confidential does not make it so. Much of the information in a Application is already available on the organisation’s website. Potential contractors should notify the council of elements relating to their bid that they consider to be confidential and submit it in a separate document. Confidentiality can diminish with time so documents initially withheld may still be considered for release at a later date.

*Commercial interests2* – this could relate to a trade secret or information that would prejudice either party’s commercial interest. This is a qualified exemption so although the council can withhold it, it does not necessarily mean the council will. The public interest will need to be considered. If the public interest in disclosure outweighs withholding then the council is obliged by law to disclose.

*Personal information3* – this could relate to the contractors’ staff members’ home addresses or CV details.

The emphasis is always on disclosure. When considering what to withhold the public interest test needs to be applied to qualified exemptions, such as the one for commercial interests. Several factors are considered and a decision is made by the council’s Corporate Information Team regarding release.

Therefore, Applicants are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Applicant’s competitive edge, has been clearly identified to the Council in the template provided (Document B5).

The Applicant will need to justify why the information submitted should be withheld but it is ultimately the Council that decides on disclosure, and it must also consider the public interest in releasing information in order to remain transparent and accountable

***This is copyright, it cannot be released***

The council is still obliged to release documents with copyright but must ensure that the recipient is aware that copyright may apply. Permission for re-use must be obtained from the copyright owner. Generally, if work is commissioned by the council, the copyright is the council’s.

***Who is asking for this information?***

Unfortunately, the council is generally unable to provide the name of the requestor. The legislation’s Code of Practice requires the council to treat requests as applicant blind. This ensures the response sent is the same for everyone.

***What if I am not successful in my quotation/Application?***

The information submitted to the council in support of your quotation/Application is still subject to disclosure even if your quotation/Application is not successful. This is to demonstrate fairness in the procurement process.

***Will you tell me before you release my information?***

The council will always endeavour to consult with contractors prior to disclosure; however, timescales for responses are tight and if the council contacts you and receives no comments from you within the time specified the council will continue with the process of disclosure. The council will consider your representations and concerns about releasing information but ultimately it is the council’s decision. You will need to provide detailed reasons for wishing to withhold information.

***Routine disclosure***

The council publishes payments over £500 on the council website. Information includes Providers name and payment amount.

**Appendix 2: HOW TO ACCESS, PREPARE AND SUBMIT AN APPLICATION**

**Important Information**

All Part B documents comprising the Application must be completed and uploaded to the e-tendering portal ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) ) by the Deadline.

Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents the day of the deadline. If Applicants experience any technical difficulties relating to South West Portal, please contact Due North on 01670 597 186 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays) or by e-mail: [swsupport@due-north.com](mailto:swsupport@due-north.com)

**Questions about the Application**

All queries, questions and requests for information regarding this Application should be made in writing via the South West Portal.All queries, questions and requests for information that an Applicants consider confidential the Applicant should clearly mark as confidential.  The authority will assess the validity of the confidentiality, should the authority disagree with the confidentiality then the Provider will be given the choice to withdraw the communication. Or have the question answered and shared with all Applicants.

**E-Tender System**

Assistance in relation to the e-tender system is available to Organisations via the Supplier Help Icon within the system.

Supplier Guidance documents are also available to view and download.

**To View this Opportunity**

To view the Application in detail, click on the phrase “View DPS” to the top right hand corner. This will open the Application in full detail where Suppliers can view all attachments and download them to work upon.

Within the evaluation section Suppliers can view the evaluation that is being used and this is where Suppliers can also view on-line questions that are being used.

To download documentation please follows these steps:

1) Login to the system

2) Click the 'My Applications' link

3) Find the Application you are involved in and click the 'Application Title'

4) Click the link, which reads 'View full notice including Application Documentation'

Download the Application Documentation to your computer and complete as required.

To submit completed Application documentation please follow these steps:

1) Login to the system

2) Click the 'My Applications' link

3) Find the Application you are involved in and click the 'Application Title'

4) Click the link, which reads ' Submit Documentation'

5) Upload your documents by clicking 'Browse'

and return it electronically.

**Register Intent**

Organisations are able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

**Decline Interest**

If a Applicant does not wish to, or is unable to submit an Application and not interested in proceeding, then they are required to click on 'No Longer Wish' to respond to decline the opportunity, outlining the reasons for withdrawing.

**Response Wizard**

After registering intent, Suppliers may then proceed to respond to the on-line questions.

In the “My Response” section it will show the status of the Application along with other details, “New” shows that the Supplier has yet to work on the response. To start the response Suppliers are required to click on “Response Wizard”.

Suppliers can view their response at any point by clicking on the “View Response” icon in the top right corner of the section. This will open the response summary screen. From here individual sections can be edited, however it is strongly recommended that to complete the response to the opportunity the “Response Wizard” is used.The “Submit Response” button will be greyed out until all the mandatory sections have been completed, allowing only “Save as Draft” until all the sections are complete.

**Communications**

During the Application process, any communication between Applicants and the Council should be in writing via the South West Portal. After the closing date for receipt of Applications the Council expects only to make contact with Applicants for the following purposes:

To arrange and conduct interviews,

To clarify information contained in the Application documents,

To clarify anything relating to insurance, bonds and guarantees,

To inform Applicants of the award decision,

To agree the commencement date.

1. Note, if questions are received after this time the Participating Authorities will endeavour to provide responses but makes no commitment to do so. [↑](#footnote-ref-2)