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| images  Invitation To Tender (Open Framework)  THE PROVISION OF POST-ADOPTION THERAPY SERVICES FOR ADOPT THAMES VALLEY  I-0003  **This is a competitive procurement process for social and other specific services in accordance with the Light Touch regime of the Public Contract Regulations 2015.**  . |

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# PROCESS OVERVIEW AND INSTRUCTIONS

# DEFINITION OF TERMS

|  |  |
| --- | --- |
| Application | means the Provider’s application for inclusion on the Open Framework |
| Council | means Oxfordshire County Council |
| Council’s Representative | means Tony De-Graft the Council’s representative who will coordinate all communications with the Tenderer in relation to this ITT. |
| Further competition request | means a document that has been issued by the Council to eligible Providers on the Framework to request a response to a further competition. |
| Invitation to Tender  (ITT) | means this document and all its appendices which have been sent to all Tenderers. |
| Portal | means the ProContract e-tendering system accessed via the South East Business Portal. |
| Service Users | means the recipients of the Services being Tendered by the Council. |
| Services | means the goods, works and/or services sought by the Council in accordance with the provisions of this ITT. |
| Specification | means the description of the Services contained in Appendix 1 to this ITT. |
| Tender | means a Tenderer’s response to this ITT. |
| Tenderer | means the entity responding to this ITT. |
| Tenderer’s Representative | means the Tenderer’s representative who will coordinate all communications with the Council’s Representative in relation to this ITT. |
| Therapeutic Provider | The entity who obtains entry to the Open Framework after the ITT process |

# BACKGROUND TO THE PROCUREMENT

## Background and Objectives of the Procurement Process

Oxfordshire County Council (OCC) and Adopt Thames Valley (ATV) invite Applicants to apply to join an Open Framework for Post-Adoption Therapeutic Support across Oxfordshire, Reading, Swindon, Bracknell Forest, Windsor and Maidenhead, West Berkshire and Wokingham.

Successful applicants will be registered on the Open Framework and commissioned as required on a ‘call off’ basis. Acceptance onto the Open Framework does not guarantee business to any approved providers and ATV authorities can procure services outside of the Open Framework.

The Open Framework term will be three years commencing 20th January 2023, subject to funding, with the option to extend the term for an additional two years in aggregate.

For clarity, OCC will not be establishing and operating the Open Framework in accordance with the Public Contracts Regulations 2015 as Social Services fall under the 'light touch' regime in schedule 3 of the Regulations and are therefore exempt.

OCC is seeking to identify both individuals and organisations whose qualifications, experience and expertise will have been approved to ensure that individuals or teams of specialists can be brought together, sometimes at short notice, to provide appropriate intervention and/or support when it is required.

**National Context**

**Therapeutic Funding from the Adoption Support Fund (ASF)**

ASF was launched by the Government in 2015. The ASF provides funds to Local Authorities and Regional Adoption Agencies to pay for essential therapeutic services for eligible adoptive and special guardianship order families following an assessment of support needs (legal requirement) and where services can’t be provided ‘in-house’.

The children for who the ASF is made available have required support from the local authority and subsequently been separated from their birth families, which has resulted in childhood trauma. As such, there is no distinction around the type of support that will be required between adopted children and those living under a special guardianship arrangement and therefore both will fall under a universal commissioning framework.

The Fund is available for children living in England up to and including the age of 21 (or 25 with a Statement of Special Educational Needs or Education Health & Care Plan), for therapies which help to achieve one / a number of the following positive outcomes

* Improved relationships with friends, family members, teachers and school staff
* Improved engagement with learning
* Improved emotional regulation and behaviour management
* Improved confidence and ability to enjoy a positive family life and social relationships

The Adoption Support Fund has supported over 21,000 adoptive and special guardianship families and over 25,500 children have received therapeutic support since it was launched in May 2015.

**Regional Adoption Agencies**

In ‘Regionalising Adoption’ in June 2015 the Government set out its commitment to improve outcomes for children through the delivery of a regional adoption system where:

* Children are matched with the most suitable adopter as quickly as possible
* Recruitment takes place at an efficient scale to provide a pool of adopters to match the needs of children waiting for adoption
* High quality adoption support services are available nationally.

Most of the 152 local authorities are part of 18 Regional Adoption Agency projects, all of whom carry out matching of suitable adopters, provide efficient recruitment and offer support functions nationally.

**Local Context: Adopt Thames Valley**

We recognise the demand for post adoption therapeutic support in our region and the key role of the therapeutic support in helping children and young people to achieve improved outcomes. Following the government’s initiative, we led on the development of one of the first Regional Adoption Agencies, Adopt Thames Valley (ATV), covering Oxfordshire, Reading, Swindon, Bracknell Forest, Windsor and Maidenhead, West Berkshire and Wokingham to recruit, family find, match children with families and deliver adoption support services across the region. ATV became operational on 1st December 2017.

Adopt Thames Valley’s vision is to ‘match the right children with the right family at the right time and provide the support they need’. The adoption support is key to achieve this vision. We recognise that in order to meet the needs of our growing number of looked after children placed for adoption, we need to establish a transparent and efficient system to work with the Therapeutic Provider. To achieve this, we are seeking to identify both individuals and organisations, who share our vision and values for making a difference to the lives of adopted children through high quality therapy support to support their development.

The annual expenditure for Therapeutic Services within Adopt Thames Valley, which is received from the Adoption Support Fund to support children and young people, adoptive parents and carers, is around 2.2m.

We are keen to maximise the use of the Adoption Support Fund for children across the region by working with families and partners to develop services which meet needs locally by harnessing the development of services regionally.

Requirements for inclusion on the Open Framework are:

* Evidence of relevant experience
* Evidence of local capacity to deliver services
* Offering relevant services
* Acceptable References
* Financial integrity
* Safeguarding arrangements which meet Oxfordshire County Council and Oxfordshire’s Children’s Safeguarding Board standards
* Appropriate record keeping

An Open Framework is a process used by OCC to award contracts for works or services. The use of an Open Framework to award such contracts ensures that the end-to-end procurement process is competitive, fair and transparent. Therapeutic Providers must meet the minimum requirements for entry onto the Open Framework and maintain the requisite criteria throughout the Open Framework Agreement Period. There are no other restrictions on who can or cannot join the Open Framework and Therapeutic Providers may apply to join at any time during the lifetime of the Open Framework Agreement Period as entry remains open throughout this period.

However, applicants must note that, after the initial tender to join the Framework, new tenders will be evaluated in a series of intervals (hence forth referred to as Rounds). Each Round will have a set deadline, after which evaluation takes place.

**Aims:**

* To provide evidence-based therapeutic support to young people and families to promote attachment relationships, family stability and thus the best possible outcomes for all
* To improve the mental health & emotional wellbeing of young people and families accessing the service, thus promoting empowerment, strategies and resilience for the future
* Ensure the ongoing stability and security of permanence thus limiting the risk of family breakdown
* To increase therapeutic choice for parents/carers going through the adoption and/or Special Guardianship process
* To offer a timely service to young people and families which is proportionate to need, empowers individuals and does not create a ‘therapy dependency’

**Objectives**:

* The framework will provide ATV and LA Partners with Therapeutic Providers who can provide high quality assessments and therapeutic interventions in accordance with the Adoption Support Fund criteria, which is available through their [website](https://www.gov.uk/guidance/adoption-support-fund-asf).
* The service provided will be preceded by a holistic assessment of adoption support needs, completed by a qualified social worker, setting out what needs to be delivered, what has been agreed and expected outcome(s) to be achieved as outlined in the call-off contract.
* A reduction in the waiting time for families to access an appropriate therapy once a need has been identified and for work to commence and be completed within the timescales as highlighted in each IFA.
* Provide families with an opportunity to exercise personal choice over the therapy/provision they access
* A robust review of each therapeutic intervention to take place to ensure needs are met and outcomes achieved

## Scope of Services

The main purpose of the Open Framework is to help ensure that children and young people who are adopted or subject to a special guardianship order in our region can have timely access to high quality therapy if assessment identifies they need therapeutic support.

In line with research evidence, ATV believes that therapeutic support can be successful when it is provided as part of a holistic support package taking all the needs of the families into account. ATV’s Permanence Support Team is a specialist team providing a wide range of support to families and children including:

* social work support.
* support groups and other opportunities bringing children, young people, their adoptive parents/ special guardians together.
* support for contact with the birth family.
* therapeutic services for the adoptive child (internal and external);
* extensive training for adoptive parents to meet the needs of their adoptive child throughout their journey.

ATV has been working with private therapy providers across our region and beyond to provide families with the support they may need using OCC’s process for working with therapy providers. ATV now needs to take the existing process further and establish an Open Framework to ensure that Providers are pre-approved so that OCC can commission therapy support on a ‘call off’ basis thus providing timely intervention and support.

ATV would like to encourage as many therapeutic providers as possible within the region to apply to be on the Open Framework, including those who have not worked with the ATV local authorities before.

Successful applicants registered on the Open Framework will be commissioned as required on a ‘call off’ basis. Acceptance onto the Open Framework does not guarantee business to any approved providers and ATV authorities are not required to procure services only from the Open Framework.

* + 1. Duration

The Open Framework term will be three years, subject to funding, with the option to extend the term for an additional two years in aggregate. The Open Framework term will commence on 20th January 2023.

* + 1. Contract Value

Contract value is subject to demand but based on projections we expect approximately £2.2 million to be spent per annum.

# TUPE

* + 1. The Council considers that the Transfer of Undertakings Protection of Employment Regulations 2006 (TUPE) will not apply. However, Tenderers must obtain their own information and advice as to the applicability of TUPE and the Council gives no guarantees or warranties in this regard.

# INSTRUCTONS FOR COMPLETION AND RETURN OF ITT

## Purpose of the Invitation to tender (ITT)

The purpose of this document and appendices is to provide Tenderers with sufficient information on the opportunity and the requirements of the Council and ATV to enable them to compile a valid and comprehensive tender that meets the needs of the service.

* + 1. Tendering process

This document forms part of a multi-phase procurement process that is intended to lead to the award of a place on the Framework to the successful Tenderer/s. The stages are as follows:

* Expression of Interest in the opportunity & completing the documents
* Submitting the tender
* Compliance checking & Qualification assessment
* Evaluation of tenders
* Award a place on Framework
* Further Competition Process

These phases are explained in further detail below.

* + 1. Applicants should read the attached document ‘Open Framework – Provider Entry Guide’ which provides full details of what an Open Framework is and how to join.

## ITT Overview

The ITT is comprised of a suite of documents and on-line questions summarised in the table below:

| Document | Contents |
| --- | --- |
| **INVITATION TO TENDER (THIS DOCUMENT)** | |
| PROCESS OVERVIEW AND INSTRUCTIONS | Detailed overview of the ITT process with information on assessment and award criteria |
| Appendix 1: Specification | Detailed Specification of the Services to be provided, and which will be a part of the Contract |
| Appendix 2: Conditions of Contract &  Open Framework Agreement | Contract which the successful Tenderer will enter into with the Council, which is to be signed (or sealed as applicable) prior to the Contract commencing. |
| Appendix 3: Further guidance for Economic & Financial Standing | Detailed guidance of how the Council assesses financial standing |
| **TENDER RESPONSE PACK** | |
| **Part A - Section A:** Selection Questionnaire | Standard Selection Questionnaire required under Public Contracts Regulations |
| **Part A - Section B:** Financial Standing | Economic & Financial Standing |
| **Part A - Section C:** Form of Tender | Formal offer of tender signed by the Tenderer. |
| **Part A – Appendix 4:** GDPR Questionnaire | General Data Protection Regulations |
| **Part B - Section A:** Service Questions | Service specific questions, often referred to as “Method Statements, which will be evaluated and incorporated into the final contract. |
| **Part B - Section B:** Pricing Schedule | Price / Finance specific questions for evaluation. |
| **Part B – Section C:** Safeguarding | Safeguarding contract checklist |

## General

* + 1. Where this ITT refers to UK legislation, qualifications, codes or similar matters you should, if you are established outside the UK, base your response on the equivalent legislation, qualifications or codes that apply in the relevant domestic jurisdiction.
    2. If you are a member of a group of companies (e.g. sister organisation, subsidiary etc.), the information in Section A of Part 1 of Tender Response Pack Part A should be completed on behalf of your organisation only and not on behalf of the group as a whole (except where group information is specifically requested).
    3. The Council will not accept a Tenderer’s terms of business in lieu of or in addition to the conditions included at Appendix 2. By submitting a Tender, Tenderers are agreeing to be bound by the conditions at Appendix 2 without further negotiation or amendment should their Tender be accepted, unless changes are agreed by the Council and such changes notified to all Tenderers prior to Tender submission.
    4. The ITT documentation must be accepted in its entirety and no alteration or modification by the Tenderer can be allowed unless notified and confirmed in writing by the Council’s Representative before the closing date for submission of Tenders. If any alteration is made or if the instructions are not fully complied with the Tender may be deemed non-compliant and not further considered by the Council.
    5. It is the Tenderer’s responsibility to ensure that all calculations and prices and other data in the Tender are correct at the time of submission. No amendment to the Tender documents will be allowed after the closing date for submission of Tenders. Unless otherwise explicitly set out, prices should be fully inclusive of all costs involved in delivering the Services and complying with the contract.
    6. The Council reserves the right to:
    - waive or change the requirements of this ITT from time to time without prior (or any) notice.
    - withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
    - choose not to award any contract as a result of the current procurement process or award the contract in part.
    1. The Council will not be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this ITT process including if the process is terminated or amended by the Council.
    2. Although the information contained in this ITT is provided in good faith, the Council accepts no liability for any inaccuracy of information given or for any loss or damage arising therefrom.

## Indicative Timetable

* + 1. The following table sets out a summary of this process and an indicative timetable. Please note that the Council, reserves the right to change any of the dates or stages set out in the table below at its absolute discretion:

Procurement Process Summary and Indicative Timetable

| Stage | Description | Date(s) | |
| --- | --- | --- | --- |
| Round 1 Response Date | Date by which Tenderers must compile their Tenders in the required format and submit them. | 08/09/2022 | |
| Round 1 Evaluation stage | Period during which the Council may wish to invite Tenderers to meet to clarify aspects of tender submissions. | 21/09/2022 – 28/09/2022 | |
| Round 1 Notification of evaluation outcome | After selection of any successful Tenderer(s), the Council will notify all Tenderers of the outcome of the evaluation. A 10 day standstill period will commence from this date. | 02/11/2022 | |
| Ongoing Tender Rounds | Tenderers may submit a Tender at any time during the life of the Framework. See section 4.8  After the initial Tender, further rounds will be periodically evaluated. | |
| Ongoing Rounds Notification of Outcome | Tenderers that submit a tender for subsequent rounds will be notified of the outcome of their Tender approximately 30 days after the closing date for that round. | |

* + 1. Tenderers are reminded that the Council may vary the procurement process to support continued competition, avoid unnecessary costs associated with a tender and adhere to technical, legal or commercial guidance issued after the ITT.

## Tender Clarification

* + 1. Tenderers can submit questions to the Council where they require clarification on the information provided.
    2. Tenderers should submit questions via the Portal on-line messaging facility only. Questions received by any other method will not receive a response.
    3. The Council will seek to answer questions within 5 working days following the day of receipt. Tenderers are urged to submit any questions as soon as possible and, in any event, no later than 7 days prior to the closing date. Any questions received after this time will not be answered.
    4. If the Council considers any question or request for clarification contains information that should, in the interests of a fair procurement process, be disseminated in a suitably anonymous form, to all Tenderers, the Council shall be free to disseminate such information to all Tenderers, with or without any amendments proposed by a Tenderer.
    5. Where Tenderers consider that a question submitted to the Council during the ITT and/or the response to any such question is commercially confidential, that request must be indicated “Commercial in Confidence” and Tenderers should specify, where possible, such redactions as would render the request and any response non-confidential. The Council will consider the request for confidentiality. However, the Council reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the Freedom of Information Act (FOIA). Before doing so, the Council will inform the Tenderer of its intention to do so and offer the Tenderer the opportunity to withdraw the request for clarification before such dissemination.

## Submitting the Tender

* + 1. Tenderers must be clear and comprehensive in their responses to the ITT, as this will be the sole source of information on which responses will be scored and ranked.
    2. Tenderers are advised not to assume that their past or current supplier relationships with the Council will be considered in the evaluation procedure. In evaluating tenders from Tenderers, the Council will only consider information provided in response to the ITT.
    3. If you experience any issues with the system, and the [online help tools](https://supplierhelp.due-north.com/) cannot assist, please contact the Technical Support Team. [mailto: ProContractSuppliers@proactis.com](mailto:%20ProContractSuppliers@proactis.com)
    4. The documentation to be returned to the Council are listed as:

Sections A, B and C, of *Tender Response Pack A*

|  |
| --- |
| Section A: Selection Questionnaire |
| Section B: Economic & Financial Standing |
| Section C: Form of Tender |

And Sections A, B and C of *Tender Response Pack B*

|  |
| --- |
| Section A: Service Questions |
| Section B: Pricing |
| Section C: Safeguarding |

* + 1. Failure to submit all documentation may result in your Tender being deemed non-compliant and not further considered by the Council.
    2. Additional attachments should be clearly labelled in relation to the Section and question. In addition, please indicate under the relevant question that this has been done.
    3. Tenders must be in English.
    4. If you reproduce the ITT, the paragraph numbering, content or wording of the questions must not be changed in any way.
    5. Where a question is not relevant to your organisation, you should respond “Not Applicable”.
    6. Please do not supply general marketing, promotional or similar material in response to a question, unless such material is specifically requested, or the material supplied is particularly relevant to the question. In either event, the material should be marked clearly to show your name, the number of the question to which it relates and, if appropriate, the page number or the section of the material which is relevant.
    7. Please return an electronic copy of your Tender including any supporting material via the Portal from where you downloaded this ITT. Please allow sufficient time to upload all documents to the Portal before the deadline.
    8. Failure to submit your Tender by the closing time and date may result in your Tender not being considered.
    9. Tenders must remain valid and open for acceptance for six months from the closing date for return of the Tender.

## ITT Response Date

* + 1. Tenderers must submit their tenders through the e-procurement Portal before the deadline shown in the Portal.
    2. Failure to return tenders by the due date or in the required format will disqualify Tenderers from consideration. Tenderers must ensure they give themselves sufficient time to upload all relevant documentation before the final cut off time. The portal will not allow tenders to be uploaded after the deadline.

## Re-opening the Open Framework

* + 1. Prospective Tenderers may submit Tenders to join the Framework at any time during the life of the Framework. After the initial tender to join the Framework, new tenders will be evaluated in a series of intervals (hence forth referred to as Rounds) set out below. Each Round will have a set deadline, after which evaluation takes place. Deadlines will be set following the following approximate schedule.

|  |  |
| --- | --- |
| Round | Deadline for Tenders |
| 1 | 30 Days |
| 2 | 30 Days |
| 3 | 60 Days |
| 4 onwards | 90 Days |

* + 1. If no new tenders are submitted by the published Round deadline, that deadline will be rolled into the next scheduled deadline. The Council at its discretion reserves the right to close a round before the scheduled date by giving all Tenderers five days’ notice of our intension to close a round early.
    2. Whenever a round is closed, all Tenderers that have previously expressed interest in the tender will receive automatic email notification from the system informing them that the Round is about to close. Any outstanding expressions of interest or partly completed Tenders will automatically be moved into the next round at that point.
    3. If a Tenderer is no longer interested in joining the Framework they should “opt out” of the opportunity and the notifications will cease.

# EVALUATION OF TENDERS

## Tender Compliance

* + 1. Tenderers who do not submit a compliant tender or fail to comply with any of the instructions set out in this ITT will be disqualified.
    2. A Tenderer shall only be compliant if it/’s;
* Completes all questionnaires and uploads all procurement documents (completed as instructed), onto the Portal listed above.
* accepts the Contract and Specification,
* comprehensively completes the Selection Questionnaire (including upload of acceptable alternative documents where applicable), passes all Pass / Fail questions, and meets the required standard for scored questions, of the Selection Questionnaire
* meets the required minimum scores in relation to Quality as set out in the Award Criteria.
* is **not** abnormally low or high. The Council reserves the right not to evaluate in detail any tender that the Council considers abnormally low in terms of price (or abnormally high units of service compared to available budget), pending receipt of further additional information.

Following receipt of such information (if any) the Council will treat a tender as abnormal where it appears that, based on the price / units submitted:

(i) the Tenderer would be unlikely to be able to deliver its obligations under the Contract;

(ii) and/or the Council has serious doubts about the deliverability of the Tenderer’s proposal; and.

* Acceptance is not conditional, or “Qualified,” with a counteroffer in any way.
  + 1. Non-Compliant tenders will be excluded from the procurement process and shall not be considered any further from the point in the process, that the non-compliance is confirmed. The Council will seek clarification from Tenderers to confirm non-compliance or establish if a correctable error has been made in the submission. The Council reserves the right to proceed with the evaluation of the tender whilst these clarifications are made.

# SELECTION AND EVALUATION CRITERIA

Each compliant Tender received will be evaluated against a range of scored and mandatory criteria in a three-phase approach, comprising the following:

## Phase 1 – Mandatory Selection Criteria (Response Pack Part A)

* + 1. Each Tender returned will be evaluated against mandatory criteria as set out below

|  |  |  |
| --- | --- | --- |
| **Selection Questionnaire** | | |
| Section | **Criteria** | **Weighting %)** |
| 1 | Potential Supplier Information | Information only |
| 2 | Grounds for Mandatory Exclusion | Pass/Fail |
| 3 | Grounds for Discretionary Exclusion | Pass/Fail |
| 4 & 5 | Economic & Financial Standing | Pass/Fail |
| 6 | Technical & Professional Ability | Information Only |
| 7 | Modern Slavery Act 2015 | Pass/Fail |
| 8 | Additional Questions | Pass/Fail |
| 9 | Service Area Additional Questions | Pass/Fail |

* + 1. Where a Tenderer answers Yes to questions 8.2.2, 8.3.2, 8.4.4, 8.5.3 and 8.6.1, (of the selection questionnaire in the Response Pack), a Pass will be subject to evidence of investigation and/or corrective action implemented to the satisfaction of the Council’s officers.
    2. Tenderers must pass Phase 1 for their Tenders to be evaluated in Phases 2 and 3:

## Phase 2 – Award Criteria for Tender Proposals (Response Pack Part B)

* + 1. Tender responses in Sections A and B of Part B Response Pack will be evaluated to determine the most economically advantageous tender having regard to the following criteria:

|  |  |  |
| --- | --- | --- |
|  | **MARKS FOR SUB CRITERIA** | **OVERALL WEIGHTING** |
| **Quality** | **100%** | **100%** |
| **Q1.** Is your therapy experience in children and young people? Please give details | 30% |  |
| **Q2.** Do you have experience of working with adopted children? Please give details. | 30% |  |
| **Q3**. Please give examples of effective therapeutic support you delivered including outcomes achieved. | 30% |  |
| **Q4.** Have you had experience in SEND and Inclusion? If so, please give details and an example of recent practice? | 10% |  |
| **Total** | 100% |  |

## Scoring mechanism for Scored Criteria

|  |  |  |
| --- | --- | --- |
| **Comment** | **Judgement** | **Marks available** |
| Clear, relevant and well detailed response that addresses all the requirements and provides the evaluator with confidence that the service will be provided to an excellent standard. Demonstrates in detail how all the relevant requirements of the specification will be met. | Excellent | 5 |
| Clear and relevant response that addresses all the requirements and provides the evaluator with confidence that the service will be provided to a good standard. Demonstrates how all or most of the relevant requirements of the specification will be met. The information may lack relevant detail in areas, but this does not cause the evaluator concern over the future delivery of services. | Good | 4 |
| Response addresses all or most of the requirements and provides the evaluator with confidence that the service will be provided to an acceptable standard. Demonstrates how all or most of the relevant requirements of the specification will be met. However, the information lacks some relevant detail and/or raises issues which causes the evaluator minor concern over the future delivery of services. | Satisfactory | 3 |
| Response addresses all or some of the requirements but does not provide the evaluator with confidence that the service will be provided to an acceptable standard. Demonstrates how all or most of the relevant requirements of the specification will be met. However, the information is lacking relevant detail and/ or raises issues which gives the evaluator more than minor concern over the future delivery of the services. | Unsatisfactory | 2 |
| Response addresses all or some of the requirements but does not provide the evaluator with confidence that the service will be provided to an acceptable standard. Fails to demonstrate how most of the relevant requirements of the specification will be met. | Poor | 1 |
| Response does not address any of the requirements. Response fails to provide the evaluator with confidence that the service will be provided to an acceptable standard. Does not demonstrate how any of the relevant requirements of the specification will be met. | Failed | 0 |

## Scoring mechanism for Quality

* + 1. Each Tender will be scored using the scoring matrix set out above. Tenderer responses are evaluated by a panel and then moderated for consistency. The final score will be the mean of the panellists’ scores (rounded up to whole number)
    2. Any Tenderer scoring 0 on any quality question will be non-compliant and their Tender failed. Any Tenderer scoring 1 or lower on two separate quality questions will also be deemed as non-compliant and their tender failed.
    3. Section B of the Response Pack identifies where questions are for assessment (i.e. scored) or for information purpose only.
    4. 100% of the total available weighted score is applied to the Section B Experience.
  1. Scoring mechanism for Price
     1. Each tenderer will be asked to submit their price for information purposes only against the relevant lot(s) they have applied for. Tenderers will not be assessed using price at the initial application stage.

## Council’s Clarification

* + 1. Written Clarification

Post submission of tenders, the Council may request written clarification from Tenderers on their tender. Any such request will be made via the Portal messaging facility.

It is likely that any response to a clarification question will be required within 5 working days of request. Failure to respond adequately or in a timely manner to clarification questions raised by the Council may result in a Tenderer not being considered further in the procurement process.

* + 1. Face to Face Clarification

Tenderers may be invited to a Clarification meeting, which will be confirmed via the e-procurement Portal messaging facility at least 48 hours in advance of the proposed time of the meeting. The location for the meeting will be notified when the confirmation is made. The Tenderer must confirm availability for any such meeting and submit a Framework of attendees within 24 hours of the confirmation being received.

Tenderers can accept or decline a request for a meeting from the Council during the ITT tender evaluation stage.

For the avoidance of doubt, any such Clarification Meeting will be for the purpose of clarification only and the meeting itself will not be solely considered in assessing any tender against the Council’s award criteria.

## Phase 3 – Economic & Financial Standing assessment

* + 1. Those Tenderers identified as the most economically advantageous, at Phase 2, will be evaluated in Phase 3.
    2. The Council will carry out third party credit checks assessment (if available) using three ratings models available via Procurement Dun and Bradstreet reports and 2 years of accounts may also be undertaken as part of a financial assessment. A poor credit rating which scores 3 or more in a Dun & Bradstreet check will lead to further assessment of the supporting documentation (Accounts, Profit & loss, Cash flow forecast, or Alternative evidence you will be required to provide if successful).
    3. Tenderers will be assessed using the criteria set out as follows.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Criteria | Sub-Criteria | Weighting | Pass Mark | Ratios |
| Ratio Analysis | Profitability | 30% | 15/30 | Gross & Net profit to Turnover |
| Liquidity | 30% | 15/30 | Interest Cover & Gearing |
| Gearing | 30% | 15/30 | Current Ratio & Quick Ratio |
| Turnover | | 10% | 5/10 | Contract Percentage of Turnover |
| Total | | 100% | 50 |  |

* + 1. Please refer to Appendix 3 of this ITT for more information on economic and financial requirements.
    2. Where a Tenderer fails the financial stability test on their own financial information, a Parent Company Guarantee (PCG) may be offered. The Parent Company’s financial information will be assessed and must meet the pass criteria of Phase 3. Failure to provide a PCG in would be deemed a fail.
    3. Where a Tenderer fails the financial stability test the contract(s) will be awarded to the next Most Economically Advantageous Tender subject to Phase 3 evaluation.

# NOTIFICATION OF TENDER OUTCOME

## Selection of a successful Tenderer

* + 1. The scores for all criteria will be totalled to give an overall score for each lot. The Council intends to select the most economically advantageous Tenderers that also meet or exceed the minimum thresholds, for both Quality and the overall score as its successful Tenderers. The Council reserves the right not to appoint a successful Tenderer.

## Notification of Evaluation Outcome and Standstill period

* + 1. Once successful Tenderer/s are selected to proceed to successful Tenderer stage they, and all other Tenderers shall be notified of the outcome of the evaluation by letter.
    2. The letter will request evidence to verify the information provided by way of self-declaration in the Standard Questionnaire. Please have this ready to submit within the timescale requested as formal appointment cannot start without it. The request for evidence and confirmation that the delivery organisations remain the same as those named in the initial submission (or notified subsequently) form the final part of the evaluation and award stages.
    3. Failure to submit evidence, notify the Council of a change of delivery team (which can then be evaluated), or the submission of evidence which differs from the self-certification may lead to amendment of the contract award decision, and the next compliant Tenderer being approached to perform the Contract.

## Successful Tenderer Stage

* + 1. During this stage, the successful Tenderer will work together with the Council to finalise any finer points of detail in preparation for signature of the Contract.
    2. The Contract is not subject to negotiation. Drafting comments or legal mark-ups of the Contract will not be accepted. Certain specific details of the Contract and its implementation may need to be finalised after selection of the successful Tenderer. The Council reserves the right to ask Tenderers to clarify and, where appropriate, revise the precise details of their tenders.
    3. The Council reserves the right to conduct necessary due diligence on tenders before a successful Tenderer is appointed and before Contract signature.

## De-selection of a successful Tenderer

* + 1. Following the appointment of a successful Tenderer, if the successful Tenderer:
* Makes a material alteration to the tender which formed the basis of its selection as successful Tenderer (whether as to price or any other aspect of its tender); and/or
* Does not comply with one or more of the provisions this document; and/or
* In the reasonable opinion of the Council fails to make satisfactory progress towards signature of the Contract; and
* In the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Council within a defined period having been served notice in writing by the Council.

then the Council shall de-select the successful Tenderer and exclude the successful Tenderer from any further participation in the procurement process.

## Removal from the Framework

* + 1. If at any time the Council becomes aware of circumstances that would change Provider’s suitability to be on the Framework, the Council will seek clarification. If this clarification fails to satisfy the Council, then the Provider will be removed from the Framework until such time the Provider successfully re-applies. This would also include changes to pricing that would materially affect the score had the Provider tendered them when applying to join the Framework see section above
    2. If at any time a provider wishes to withdraw from the Framework, they should inform the Council and we will remove them.

## Contract Signature

* + 1. Assuming a successful completion of the successful Tenderer stage, the Council and the Provider will enter into the Contract. Any award of the Contract is conditional on the Contract being approved in accordance with the Council’s internal procedures and approval to proceed. The Council reserves the right not to award a Contract to the successful Tenderer or to any Tenderer.
    2. Contracts should be concluded and signed /sealed by both Parties before delivery of the Services commence.

# FURTHER COMPETITION FOR WORK PACKAGES

* + 1. Providers on the Framework will be invited to tender for specific work packages in their relevant category and preferences (further competition). For each work package opportunity, a further competition request will be issued, setting out the exact requirements of ATV at that time. OCC will contact Providers, initially via an eBrokerage system, however OCC may choose to conduct further competition request activities via the Portal, or another system in the future.
    2. Contracts will predominantly be for work packages for individual Service Users; however, we reserve the right to use it when appropriate for:
* Block purchase of places
* Any other arrangements relevant to the Framework

## Framework Provider Information

* + 1. Keeping information up to date

It is vital that Providers keep their information up to date. This will include contact details for further competition requests, Portal Contact details, and changes to provision, i.e., opening provision within the local area. Providers must send any changes via the Portal to ensure ATV has access to the latest information.

Note, that any query regarding the framework must also be communicated via the Portal messaging function.

## Further Competition Process

* + 1. The Council will invite all Providers on the relevant Framework for the specific lot to compete for Work Packages using the eBrokerage system.
    2. For each work package the Council will issue a Further Competition Document which will include:
* Instructions for Providers – including indicative timetable and deadline for responses
* Work Package information – detailed requirements of the Work Package
* Response Form – for completion by the Provider to demonstrate how the Provider will meet the requirements of the work package and the total price tender for the proposed service

## Further Competition Award Criteria

* + 1. Individual Work Packages

The criteria are designed to allow the selection of the tender that represents the most economically advantageous tender. This evaluation will be based on a combination of quality and financial criteria set out below.

|  |  |  |
| --- | --- | --- |
|  | **WEIGHTING** | **Min Threshold** |
| **Quality** |  |  |
| Meeting the needs of the Child / Family | 60% | 24% |
| **Price** |  |  |
| Total cost of the Therapy Inc. associated costs[[1]](#footnote-2) | 40% | 20% |
| Total | **100%** |  |

* + 1. Other Further Competitions

Contracting Authorities reserve the right to amend the award criteria for other types of further competition under this framework which will be set out in detail within the procurement documents issued at the time of the further competition.

## Scoring Quality

* + 1. Information about the further competition request will be evaluated on a scale of zero to five, using the same methodology as detailed in section 6.3 above.

## Scoring Price

* + 1. The lowest total cost proposal will receive the maximum marks. Other proposals will be awarded marks in direct proportion to the relation between their proposal and the lowest cost proposal.

*Note Provider rates will be monitored against the tendered Fee. Fees should not vary significantly from those tendered. ATV reserves the right to re-assess the Providers fee using the original Framework Award criteria (section 5.1) and remove the Provider from the Framework if the threshold is not met repeatedly.*

## Selection of a Provider

* + 1. The scores for all criteria will be totalled to give an overall score, subject to reaching the minimum thresholds, the highest scoring tender would be the most economically advantageous tender. The Council reserves the right not to appoint a successful Tenderer.

## Notification of Work Package Outcome

* + 1. Once a successful Tenderer is selected, they, and all other Tenderers shall be notified of the outcome and the Council will issue Call-Off contracts that set out the terms of the further competition request.
  1. Call off Without Competition

There may be some circumstances where the Council needs to call off a service at short notice, in an emergency or following an internal matching process, which may include matching the work package requirement and assessed needs of the child to a Provider’s geographical location, their capacity to provide the support, previous history of working with this child to support continuity or a family’s request to work with a preferred Provider (there may be other criteria considered during this process). Where this is the case the Council will call off from the Open Framework without going out to competition and this is known as a Direct Award.

# SUBCONTRACTING AND CONSORTIA ARRANGEMENTS

## Subcontracting arrangements

* + 1. Where you propose to use one or more subcontractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed tendering model that includes members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each subcontractor will be responsible for.
    2. The Council recognises that arrangements in relation to subcontracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Council indicates that subcontractors are to play a significant role in delivering key contract requirements, any changes to those subcontracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Tenderers should therefore notify the Council immediately of any change in the proposed subcontractor arrangements. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

## Consortia arrangements

* + 1. If you are completing this ITT as part of a proposed consortium, the following information must be provided:
* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
  + 1. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.
    2. All members of the consortium will be required to provide the information required in Section A as part of a single composite response to the Council i.e., each member of the consortium is required to complete the form.
    3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
    4. The Council recognises that arrangements in relation to a consortium Tender may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the tendering model so that a further assessment can be carried out by applying the selection criteria to the latest information provided. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

# ADDITIONAL INFORMATION

## Freedom of Information

* + 1. All information provided by you in your response to this ITT will remain confidential and will not be disclosed to any other party except where required for official audit purposes or to the extent that the Council considers that disclosure is required pursuant to the Freedom of Information Act 2000 or any other applicable legislation, legal requirement or code of practice.

## Confidentiality

* + 1. By receiving this ITT you agree to keep confidential the information contained in the ITT or made available in connection with further enquiries and questions. Such information may be made available to your employees and professional advisers for the purpose only of responding to this ITT.
    2. When providing details of contracts in answering Section 6 of Part A Response Pack (Technical and Professional Ability), the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
    3. The Council reserves the right to contact the named customer contact in Section 6 of Part A Response Pack regarding the contracts nominated. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
    4. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

## Material Changes

* + 1. At any time before the award of the contract, the Council reserves the right to disqualify any organisation whose circumstances change to the extent that it ceases to meet the selection criteria or makes a material change in respect of its Tender unless substantial justification can be provided to the satisfaction of the Council. Where a Tenderer becomes aware after having submitted a Tender of a change in circumstances or information supplied, it should notify the Council of this as soon as possible.

## Armed Forces Covenant

* + 1. The council is committed to the Armed Forces Covenant and encourages its Providers and Contractors to also add their support. Sign up is not mandatory and does not form part of any tender evaluation. Information can be accessed via: <https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information>

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# Appendix 1 - Specification

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# Appendix 2 - Contract Conditions and Open Framework Agreement

Documents to follow.

# Appendix 3 - Further guidance on economic & financial standing assessment

## Introduction

* 1. The Council will assess the potential service provider’s finances as follows; -

#### For tenders above the Public Contract Regulations 2015 (“PCR 2015”) threshold (£177,897.50 at the time of publication of this ITT), the test will include an assessment of the finances as per section 3 below, and an assessment via Dun and Bradstreet as per section 4 below.

#### For tenders below the PCR 2015 threshold, the assessment will be via Dun and Bradstreet as per section 4 below. If the potential service provider fails the section 4 assessment, the assessment in section 3 will be conducted.

## Financial Submission Documents

* 1. There is no requirement to submit financial documents with your Tender return. The potential service provider will be asked to submit their latest 2 years audited or signed accounts. These must include both a statement of income & expenditure and balance sheet and be provided as a separate set of accounts for each year. See also paragraph 2.3.
  2. Where it is not possible to submit the documents stated in paragraph 2.1 an income and expenditure account shall be submitted for the two most recent financial years and be provided as a separate set of accounts for each year1. These must either be signed by the potential service provider 's accountant or accompanied by the tax return to validate the figures. See also paragraph 2.3.
  3. Where the most recent financial year end for the documents specified in paragraphs 2.1 or 2.2 is greater than 6 months prior to submission, either an interim set of accounts (which reduces the period to less than 6 months) or a statement (which either confirms no significant change or states significant changes to the finances) signed by your Financial Director, Accountant or Company Director must also be submitted. For example, if the most recent accounts submitted have a year-end date of 31 March 2016 and the submission date is after 30 September 2016 this would be required.
  4. If the potential service provider has not been operating for long enough to have 2 sets of financial statements, the requirements are set out in section 5 below relating to new companies.
  5. When assessing charitable or not for profit organisations an allowance will be made in the tests, particularly the profitability test. It is therefore important that this status is made clear in any submissions.
  6. The Council may also seek further evidence of the financial viability of the organisation to inform a risk assessment to determine whether the Council can be sufficiently satisfied of financial standing. The Council’s determination of financial viability within these thresholds will be final and failure to satisfy the Council of sound financial standing will disqualify the potential service provider.
  7. The Council will, when undertaking the assessment in section 3 and 4 below, check for any indicators that suggest there are any potential breaches of obligation to pay taxes as part of the due diligence of the potential provider’s tender.

## Financial Accounts Evaluation

* 1. Accounts will be assessed using the below criteria for the potential service provider.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **Sub-Criteria** | **Weighting** | **Pass Mark** | **Ratios** |
| Ratio Analysis | Profitability | 30% | 15/30 | Gross & Net profit to Turnover |
| Liquidity | 30% | 15/30 | Interest Cover & Gearing |
| Gearing | 30% | 15/30 | Current Ratio & Quick Ratio |
| Turnover | | 10% | 5/10 | Contract Percentage of Turnover |
| **Total** | | **100%** | **50/100** |  |

* 1. Financial accounts and supporting information should wherever possible be provided in English and GBP Sterling. Where this is not possible, the Council will use an exchange rate where necessary as part of the assessment of financial standing. The source of the exchange rate will usually be www.xe.com and the rate used can be notified to the potential service provider by the Council at the time the assessment is made.
  2. The potential service provider must score the minimum pass mark for each test in the table above and meet the criteria to pass Procurement Dun and Bradstreet assessment in section 4 below. Where a company fails any of the sub criteria or the Procurement Dun and Bradstreet assessment the Council will carry out further analysis and may request further information to assure itself that the additional risk this poses is acceptable.

## Procurement ‘Dun and Bradstreet’ Evaluation

* 1. The Council will carry out assessment using ratings models available via Procurement Dun and Bradstreet reports:

• D&B Risk Indicator

• D&B Financial Strength Indicator

* 1. The potential service provider will be classified as financially stable if a pass rating is achieved on the checks identified and included above. The minimum pass ratings for each model is outlined below:

• D&B Risk Indicator – Equals 1 or 2

• D&B Financial Strength Indicator – Must not be “negative” or “undetermined”.

* 1. A potential service provider not achieving a pass rating on two or more of the models due to fail ratings or unavailable ratings will be subject to the assessment in section 3.
  2. Please note that this company check is not a credit check search and will have no impact on your credit rating. The Council reserves the right to carry out company checks on your company throughout the life of this contract.

## New Organisations

* 1. For organisations with less than 2 years’ accounts available, the financial submission documentation is:
* As much of the financial documentation set out under section 2 above as possible.
* Business plans and projections for the length of the contract.
  1. Where a new company is created as a result of a merger the financial submission documentation is:
* As much of the financial documentation set out under section 2 above as possible.
* Accounts for the remainder of the prior two years for all businesses which were involved in the merger, along with an explanation of significant accounting or operational changes.
  1. Based on the documents submitted testing will be carried out and an analysis of the risk level to the Council considered.

## Parent Company Guarantee

* 1. If a company wishes to rely on the accounts of their parent company, the above requirements and tests will apply to the parent company’s accounts.
  2. A letter from the parent company stating that they are willing to provide a parent company guarantee must also be submitted.
  3. The parent company accounts will only be assessed where the Council deems this to be appropriate. The Council will normally rely on the accounts of the company itself.
  4. Where a company fails to pass these tests on their own accounts they may be offered the opportunity to submit parent company accounts.

## Contract Value Limits

* 1. All tenderers will be eligible to be awarded a minimum contract value of £25,000, as described in paragraph 2.5 if they are successful within other parts of the assessment.
  2. Where tender documents submitted match those described in paragraph 2.2 above, tenderers may only be awarded a contract up to a maximum of £177,897.50.
  3. A turnover test listed in section 3 above will be applied to risk assess the maximum annual contract value for each tenderer. This will be a minimum of £25,000 and a maximum of £177,897.50.
  4. Where tender documents submitted match those described in paragraph 2.1 above, there will be no capped maximum contract value. The tests listed in section 3 below will be used by the Council to assess the risks presented by the annual contract value for each tenderer.
  5. Where a Dun and Bradstreet (see 4.2 above) pass is achieved tenderers in any of the above categories will automatically be awarded up to £177,897.50 as described in paragraph 7.3 above. Further testing may however increase this limit.
  6. The table below provides a summary of tenderer contract value limits:

|  |  |
| --- | --- |
| Financial Documentation Submitted | Maximum Contract Value |
| None | £25,000 |
| Income & Expenditure Statement | £177,897.50 |
| Dun & Bradstreet Pass Alone | £177,897.50 |
| Income & Expenditure Statement and Balance Sheet | Unlimited[[2]](#footnote-3) |

1. Total Costs to include (but not exclusively) total therapy hours & mileage (at £0.25 a mile). [↑](#footnote-ref-2)
2. The lifetime contract value is unlimited; however an annual limit may be imposed or risk assessed following the assessment described in section 3.3. [↑](#footnote-ref-3)