

Invitation to tender

Dated

19 January 2018

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| **TENDER FOR: PUBLIC HEALTH COMMUNITY BASED SERVICES Framework** |
| **TENDER RETURN TIME AND DATE: 12 Noon, 19 February 2018** |

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# Introduction and background

## **Contents of the ITT**

This invitation to tender (ITT) comprises those sections and documents listed above.

## **Introduction to Leicestershire County Council**

Leicestershire County Council (“the Council”) is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the [supplies/services/works] described in the Specification Requirements (Schedule 2 of this document).

This ITT contains information about the procurement process, the Requirements, suitability assessment questions, and evaluation questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

The Council provides a wide range of services to over 600,000 local people. The main centres of population in the county are market towns, but the population is split between a few small urban areas, extensive suburban areas and a range of rural settlements. The county includes the towns of Loughborough and Melton Mowbray to the north, Market Harborough to the south east, Hinckley to the south west and Coalville and Ashby-de-la Zouch in the west of the county.

Services are delivered by six departments that work together to provide the following services to local people:

**Adults & Communities:** Delivers social services, home care, protects adults, provides carer support, rehabilitation, supported housing, community meals, libraries, museums and heritage services including the record office.

**Chief Executive:** has responsibility for councillors and council meetings, community safety, planning, trading standards, legal services and registration services.

**Children & Families:** encompasses education (including special needs), child protection responsibilities, youth activities, youth justice, teenage pregnancy, adoption and fostering.

**Corporate Resources:** Provides support functions such as property services, human resources, ICT, procurement, finance and pension services, communications and public relations. It also delivers the County Park Service in Leicestershire.

**Environment & Transport:** Delivers construction and maintenance of roads and road safety, recycling/waste sites and associated campaigns, public transport including community transport, environment requirements and initiatives, footpaths and public right of way.

**Public Health:** Commission a variety of services that improve the health of the population in line with public health responsibilities and the priorities of the health and wellbeing strategy.

## **Scope of the Project**

Leicestershire County Council to undertake a procurement process to identify and appoint a number of service providers to provide Public Health community based services.

## **Contract term and Lots**

## The framework commenced on 01 April 2017 for a fixed term of 1 year, with an option to extend 2 further periods of 1 year, taking the maximum term to 3 years.

## The framework agreement includes an annual “refresh” which allows the Councils to reopen the framework to new applicants on the anniversary of the commencement date with successful providers joining the framework from 01 April 2018 for the remainder of the fixed term plus any subsequent extensions.

## Any subsequent extension to the framework will be agreed between the Councils and the Suppliers.

### The Requirements have been divided into the following Lots:

|  |  |
| --- | --- |
| **Lot Number and Description** | |
| **Lot 1**  CBS17-18(01) | Provision of an Alcohol Related Reduction Scheme |
| **Lot 3**  CBS17-18(03) | Provision of intrauterine device (IUD), intrauterine system (IUS) and sub-dermal implants (SDI) for contraceptive purposes Fitting and Removal Service |
| **Lot 4**  CBS17-18(04) | Provision of Smoking Cessation Pharmacotherapy |
| **Lot 5**  CBS17-18(05) | Provision of Emergency Hormonal Contraception (EHC) to women under 25 years of age |

## **Purpose and scope of this ITT**

This ITT:

* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
* Sets out the overall timetable and process for the procurement to Tenderers.
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
* Sets out the suitability assessment/selection criteria, Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
* Explains the administrative arrangements for the receipt of Tenders.

In submitting a response to this ITT, Tenderers do so on the conditions set out in this ITT. In the event of any breach of those conditions the Council shall be entitled to terminate any arrangement (e.g. Contract) as a result of such Tender and claim damages accordingly.

## **Use of Contract by third parties**

Other public sector bodies and local authorities within the geographical boundaries of Leicestershire and Rutland may join the Contract at a later date.

## **Communications and Clarifications**

All requests for clarifications (whether in relation to this ITT, the Requirement, or the procurement process) should be submitted as soon as possible using the “Messaging” facility on the [www.eastmidstenders.org](http://www.eastmidstenders.org) procurement portal. Any questions relating to the operation of the portal itself should be submitted to Due North using the contact details as below:

The Due North Technical Support Team:

You should email [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) for all support issues. This will auto-log a support ticket in the new PROACTIS Supplier Support Helpdesk. <http://proactis.kayako.com/default>

On logging a ticket, if you have not already logged one before, you will be issued with a registration email that will give you instructions to allow you to log in, log, review and update your own tickets.

In emergency situations you can contact the Supplier Support Service Desk on +44 (0)330 005 0352 this should be by exception and not as a rule and you should already have logged a support ticket prior to your call.

For the avoidance of doubt, the Council is not obliged to accept any changes proposed by a Tenderer in any clarification.

The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Council's response to them on the e-tendering portal (Clarifications Log). If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

**Please note that any correspondence issued to you from the Council, via the portal, will be sent to the person who is the named registered person on the portal for your organisation. If your organisation has registered multiple contacts, communication will be directed to the person who expressed an interest in this specific contract on behalf of your organisation. Tenderers are advised to make sure that this named registered person shares correspondence with all colleagues who are participating in this procurement. The Council is not responsible if the named registered person does not share information and/or documents supplied to them via the portal.**

The deadline for receipt of clarifications relating to the Requirements or this ITT is **12 Noon, 12 February 2018.**

If a Tenderer no longer wishes to participate in the procurement then they should “Opt Out” on the portal. Under no circumstances should Tenderers pass on this ITT or any other document supplied by the Council to third parties.

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

# Tender Timetable

## **Key dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| **Deadline for receipt of clarifications** | **12th February 2018 12:00 Noon** |
| Target date for responses to clarifications | 14th February 2018 |
| **Deadline for receipt of Tenders (Deadline)** | **19th February 2018 12:00 Noon** |
| Evaluation of Tenders | 19th February – 9th March 2018 |
| Notification of intention to award contract | 12th March 2018 |
| "Standstill" period | 12th March Midnight to 22nd March 2018 |
| Confirm contract award | 22nd March 2018 |
| Target service commencement date | 1 April 2018 |

The above are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Council. For the avoidance of any doubt the Council does reserve the right at its absolute discretion to extend the date for the receipt of clarification questions from Tenderers and/or the date for receipt of Tenders. Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

## **Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Council may, however, at its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Tenderers of any change.

## **Contract award**

The Council is seeking to award Contracts to the most economically advantageous Tender(s).

For the avoidance of any doubt, the Council reserves the right not to award a Contract or Contracts for the whole or any part of the Requirements or in respect of any or all Lots.

Upon conclusion of the evaluation of Tenders, the Tenderer(s) that the Council proposes should be awarded a Contract will be advised accordingly via the portal (intention to award letter). Award at this stage will be provisional and subject to the expiry of the standstill period of not less than ten calendar days and the Tenderer submitting the required supporting evidence for the suitability assessment section of this ITT to the satisfaction of the Council and all supporting evidence that supports statements by the successful Tenderer.

Failure to provide supporting evidence and/or a failure of such supporting evidence to support the representations/self-certifications made will result in the Tender being disqualified.

Where a successful tenderer is disqualified pursuant to the preceding paragraph then the Council reserves the right at its absolute discretion to award the Contract to the next highest scoring tenderer. Where this second highest scoring tenderer is similarly disqualified then the right reserved in this paragraph applies to the third highest ranking tenderer and so on.

Tenderers whom it is proposed should not be awarded a Contract will also be advised of this in writing via the portal. This correspondence will detail the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

Once the conditions set out in the intention to award letter have been met and the standstill period has expired, a confirmation of award letter will be issued to successful Tenderer(s) formally accepting their Tender).

Successful Tenderer(s) will be required to enter into a formal Contract with the Council in the form attached to this ITT. Unless and until a formal Contract is prepared, executed and completed, the Tender together with the Council’s written acceptance shall constitute a binding contract between the parties on the terms set out in the Contract.

# Tender completion information

## **Formalities**

In submitting a Tender in response to this ITT, Tenderers do so on the conditions set out in this ITT. In the event of any breach of these conditions the Council shall be entitled to terminate any Contract as a result of such a Tender and to claim damages accordingly.

All documents comprising the Tender must be completed and uploaded to the East Mids Tenders portal ([www.eastmidstenders.org](http://www.eastmidstenders.org)) by the Deadline.

It is the Tenderer’s responsibility to ensure that their Tender is complete, prepared and submitted in accordance with the instructions and requirements contained within this ITT and signed and dated where required. The Council is not obliged to consider a Tender which is incomplete or not prepared or submitted in accordance with this ITT. Where a Tender is not submitted in accordance with this ITT then the Council reserves the right to disqualify a Tenderer in these circumstances. Tenderers will not be permitted to add to or change their Tender once it has been submitted.

Tenders shall remain open for acceptance for a period of 90 days from the date for receipt set out above 19 February 2018.

In order to submit your ITT, you are required to upload it onto the portal and ensure you click to ‘**submit response**’, prior to the closing date and time.

**Completed ITT submissions must be uploaded by** 19 February 2018 **(12:00 Midday).**

**Any amendments to the Deadline will be communicated through the portal**. ITTs submitted after the designated time and date will be rejected. The following requirements must be adhered to when submitting Tenders:

* The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* A table of contents must be provided.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied. Acceptable formats include MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files.

The Tender must be clear, concise and complete. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender (Schedule 6).] Where the Tenderer is a company, the Form of Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender 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, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state 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.

## **Submission of Tenders**

Each Tenderer:

* Must submit one Tender in respect of each Lot that the Tenderer has been invited to respond to by the Council and for which it wishes to make a bid.
* Each tender must meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid. That is, each Tender must be capable of being accepted by the Council in its own right.

## **Contract terms**

The draft Contract that the Council proposes to use is attached at Schedule 1 By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

## **Documents forming the contract**

The following documents shall form part of the Contract between the Council and the Supplier(s):

* Contract and its schedules.
* Specifications.
* Schedules (such as service levels and relevant policies and so on).
* Responses to requirements and method statement questions as completed by the Supplier.
* A list of commercially sensitive information (as completed by the successful Tenderer.

## **Consortia and subcontractors**

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, the key deliverables each sub-contractor will be responsible for any proposed sub-contractors, and precisely which entity they propose to be the Supplier.

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

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

The Council recognises that arrangements in relation to sub-contracting may be subject to future change (Tenderers are directed to clause B23 of the draft contract at Schedule 1 which deals with sub-contracting). However, Suppliers should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed in the procurement process or to provide the Requirements. Suppliers must notify the Council immediately of any change in the proposed sub-contractor arrangements set out in their response to this ITT. The Council reserves the right to deselect the Supplier prior to any award of contract, based on assessment of the updated information.

If the Supplier submitting a response to this ITT is doing so as part of a proposed consortium, the following information must be provided:

* names of all consortium member;
* 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 the proposed arrangements within a separate Appendix.

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.

All members of the consortium will be required to provide the information required in all sections of the response to the suitability assessment questions as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.

Where a Supplier is 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.

Suppliers must notify the Council immediately of any change, or proposed changes, in relation to the bidding model following submission of their response to this ITT so that that Council can assess the change. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

## **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

## **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender. Copyright and all intellectual property rights in this ITT and any other document created by the Council as part of this procurement process vests in the Council.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information. Further information on the Council’s transparency obligations can be located at <https://www.gov.uk/government/publications/local-government-transparency-code-2015>.

Requests for information received during and/or following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA and EIR, which permit certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the template provided at 0. For the avoidance of doubt the decision as to what information should or should not be disclosed will be taken by the Council at its absolute discretion.

Further information in respect of the Council’s duties under FOIA and EIR can be located at [www.ico.org.uk](http://www.ico.org.uk).

When providing details of contracts in answering section [6.5] of the suitability assessment questions (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Council reserves the right to contact the named customer contact in section 6.5 regarding the contracts included in section 6.5. The named customer contact does not owe the Council any duty of care of have any legal liability, except for any deceitful or maliciously false statements of fact.

## **Publicity**

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

## **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* Devise or amend the content of their Tender 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 Tender, 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 Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.

Tenders shall be bona-fide tenders and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

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

Tenderers must not in connection with this ITT and any Contract:

* Offer any inducement, fee or reward to any member or officer of the Council;
* Do anything which would constitute a breach of the Bribery Act 2010 or give any fee or reward the receipt of which breaches section 117(2) of the Local Government Act 1972; or
* Canvass any of the persons referred to above in connection with the ITT, Requirements or Contract; or contact any member or officer of the Council or any person acting as an advisor to the Council (except as authorised by this ITT for the purpose of asking genuine questions about the process or the Contract(s)) about any aspect of the proposed Contract(s) or for soliciting information in connection therewith.

## **Council's rights**

The Council reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
* Seek clarification or additional documents in respect of a Tenderer's submission at any time.
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT (which includes failure to submit required documentation).
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender (including for the avoidance of doubt the responses to the suitability assessment section), expression of interest, or the tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contracts or Lots as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process.
* Retain copies of all Tenders to satisfy its audit obligations and for other purposes.
* Disqualify any successful Tenderer who fails to supply supporting evidence following award or supplies supporting evidence that does not support the representations of the Tenderer in this ITT (e.g. where it has self-certified compliance in the suitability assessment section).

# Tender evaluation model

**Non Price 100% for all Lots**

Evaluation of the Award Criteria will be based on the responses to the method statements set out in Paragraph 6 of this Invitation to Tender. Tenderers are asked to indicate the scope of their tender by indicating the lots that they wish to bid for. The method statements are specific to each lot, therefore Tenderers are only required to complete the response document for the relevant lots.

Scores are arrived at following the application of the Evaluation Criteria set out in the evaluation stated in the table.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

|  |  |
| --- | --- |
| **Lot Number** | **Evaluation Criteria** |
| **Lot 1** | The method statements on this lot will be scored on a Pass/Fail basis, bids evaluated as acceptable will be appointed onto the framework. |
| **Lot 3** | The method statements on this lot will be scored on a Pass/Fail basis, bids evaluated as acceptable will be appointed onto the framework. |
| **Lot 4** | The method statements on this lot will be scored on a Pass/Fail basis, bids evaluated as acceptable will be appointed onto the framework. |
| **Lot 5** | The method statements on this lot will be scored on a Pass/Fail basis, bids evaluated as acceptable will be appointed onto the framework. |

**Scoring Scale**

|  |  |
| --- | --- |
| **0** | Unacceptable. The response raises major concerns about understanding or approach which could be highly detrimental to service delivery, or could lead to service failure. |
| **1** | The response suggests significant shortcomings of understanding or approach likely to impact seriously adversely on service delivery. |
| **2** | The response suggests minor shortcomings of understanding or approach which may impact adversely on service delivery. |
| **3** | The response suggests a good understanding and approach, and that services are likely to be delivered satisfactorily on the whole. Any concerns are of a minor nature. |
| **4** | The response suggests a good understanding and approach, and that services are likely to be delivered well. No concerns. |
| **5** | The response suggests an excellent understanding of the requirement, and an approach to delivering services which will yield maximum benefit for the practice population. |

**Moderation of Scores**

The evaluation panel will be made up of officers from Leicestershire County Council relevant team(s). An appropriate representatives from each of these teams will separately evaluate all of the method statements submitted by tenderers’ and will subsequently meet to discuss their scores, seeking to agree a final score for each method statement separately.

**Selection Questionnaire**

Section 1 - Supplier Information

Supplier information questions are asked for information purposes only and the responses will not be evaluated, **but are mandatory**. The answers give the Council an overview of the organisation and its structure so the information will be used to verify the selection information so it is important these are completed in full.

Section 2 to 7 Selection criteria questions are of a ‘pass/fail’ nature. A ‘fail’ for one or more of these will provide grounds for excluding the questionnaire from further consideration.

These criteria are explained in more detail in the table below.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion |  |
| Question number | Question | Assessment |
| 2.1(a) | Regulations 57(1) and (2)  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
|  | Corruption. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
|  | Fraud. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
|  | Terrorist offences or offences linked to terrorist activities. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
|  | Money laundering or terrorist financing. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
|  | Child labour and other forms of trafficking in human beings. | Pass/Fail. If answered “Yes” then provide additional details at 2.1(b). |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Pass/Fail. If answered “No” by the provider then they would fail. |
| 2.3(a) | Regulation 57(3)  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Pass/Fail. If answered “Yes” then provide additional details provided at 2.3(b). |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.  The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. | Pass/Fail. If satisfactory remedy is not demonstrated in the response then the provider would fail. |
| Section 3 | Grounds for discretionary exclusion | |
| Question number | Question | Assessment |
| 3.1 | Regulation 57 (8)  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |  |
| 3.1(a) | Breach of environmental obligations? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(b) | Breach of social obligations? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(c) | Breach of labour law obligations? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(e) | Guilty of grave professional misconduct? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Pass/Fail. If answered “Yes” then provide additional details provided at 3.2. |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements:  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Pass/Fail. If you answered “Yes” then provide additional details provided at 3.2.  Pass/Fail. If you answered “Yes” then provide additional details provided at 3.2.  Pass/Fail. If you answered “Yes” then provide additional details provided at 3.2.  Pass/Fail. If you answered “Yes” then provide additional details provided at 3.2. |
| 3.2 | If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Pass/Fail. If you answered “Yes” then provide additional details provided at 3.2. |
| Section 4 | Economic and Financial Standing | |
| Question number | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide one of the following? – (answer with Y/N in the relevant box)  (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.  (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Pass/Fail. If “No” answered to 4.1(a), 4.1(b) and 4.1(c), |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Pass/Fail. If answered “No”, then the supplier would fail. |
| Section 5 | If you have indicated in the Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | Mandatory information. | |
| Relationship to the Supplier  completing these questions | Mandatory information. | |
| 5.1 | N/A |  |
| 5.2 | N/A |  |
| 5.3 | N/A |
| Section 6 | Technical and Professional Ability | Assessment |
| 6.1 | N/A | N/A |
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | Assessment |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Pass/Fail |
| 7.2 | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? |  |
| Section 8 | Additional Questions | |
| 8.1 | Insurance | Assessment |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N   * Employer’s Liability Insurance - £5m * Public Liability Insurance - £5m * Medical Malpractice - £2m   Professional indemnity insurance will be accepted where medical malpractice insurance is not required by your professional body as long as it covers the services which are being tendered for and the people carrying it out.  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Pass/Fail. Providers that do not currently hold these levels of insurance must commit that they will hold these levels of cover for any contract awarded to their organisation, at no extra cost to the Council. If a Supplier is unable to self-certify “Yes”) then they will fail. |

**Quality evaluation**

The technical evaluation will be scored in accordance with the table below.

**Scoring matrix for Quality criteria**

|  |  |
| --- | --- |
| 0 | Completely fails to meet required standard or does not provide a proposal. |
| 1 | Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals. |
| 2 | Proposal falls short of achieving expected standard in a number of identifiable respects. |
| 3 | Proposal meets the required standard in most material respects, but is lacking or inconsistent in others. |
| 4 | Proposal meets the required standard in all material respects. |
| 5 | Proposal meets the required standard in all material respects and exceeds some or all of the major requirements. |

# SELECTION QUESTIONNAIRE

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

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

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

When completed, this form is to be submitted via the portal along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

**Consequences of misrepresentation**

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

**Part 1: Potential supplier Information**

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

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

**Part 2: Exclusion Grounds**

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

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

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

**3. Grounds for Discretionary Exclusion**

The Council may exclude any Supplier who answers ‘Yes’ in any of the following situations set out below.

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

**Conflicts of Interest**

In accordance with question 3.1(g), the Council may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 3.1 to 3.2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

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

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**Part 3: Selection Questions**

**Economic and Financial Standing**

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

|  |  |  |
| --- | --- | --- |
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation |  | |
| Relationship to the Supplier  completing these questions |  | |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

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

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

|  |  |  |
| --- | --- | --- |
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act  2015 |  |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| 7.2 | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide relevant the url …  No ☐  Please provide an explanation … |

**8. Additional Modules**

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

|  |  |
| --- | --- |
| Section 8 | Additional Questions |
| 8.1 | Insurance |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N   * Employer’s (Compulsory) Liability Insurance = £5m * Public Liability Insurance = £5m * Medical Malpractice Insurance = £2m   Professional indemnity insurance will be accepted where medical malpractice insurance is not required by your professional body as long as it covers the services which are being tendered for and the people carrying it out.  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

# Evaluation questions for completion by Tenderers

Tenderers are required to submit responses to the questions below **for the lots that you are tendering for only**. These questions are referred to as Method Statements.

The evaluation of the responses to these questions is detailed in the Award Criteria and Evaluation Criteria section paragraph 4.1.

For all lots, tenderers that are evaluated as acceptable will be appointed to the framework. For this reason evaluation of the method statements relating to these lots will be on a pass/fail basis.

LOTS

Please indicate in the table below which lots you wish to bid for. Tenderers may bid for [one, some or all of the lots available].

|  |  |  |
| --- | --- | --- |
| **LOT NUMBER & DESCRIPTION** | | **TENDERED FOR?** |
| LOT 1 | CBS17-18(01) - Provision of an Alcohol Related Risk Reduction Scheme |  |
| LOT 3 | CBS17-18(03) - Provision of intrauterine device (IUD), intrauterine system (IUS) and sub-dermal implants (SDI) for contraceptive purposes Fitting and Removal |  |
| LOT 4 | CBS17-18(04) - Provision of Smoking Cessation Pharmacotherapy |  |
| LOT 5 | CBS17-18(05) - Provision of Emergency Hormonal Contraception (EHC) to women under 25 years of age |  |

|  |  |
| --- | --- |
| **LOT 1 – CBS17/18(01)** | |
| **Provision of an Alcohol Related Risk Reduction Scheme (GPs)** | |
| Q1.1 | How would you identify which individuals/patients you would offer the Alcohol Related Risk Reduction Scheme to? (500 word limit) |
|  |
| Q1.2 | How would you monitor the effectiveness of previously delivered interventions (eg brief advice and/or referral to specialist service)? (500 word limit) |
|  |

| **LOT 3 - CBS17-18(03)** | | |
| --- | --- | --- |
| **Fitting and removal of Intrauterine Device (IUD), Intrauterine System (IUS) and Sub-dermal Implant (SDI) for contraceptive purposes** | | |
| Q3.1 | Please define the Providers practice population for the purposes of this service. | |
| 1. GP provider own registered population predominantly comprising residents of Leicestershire & Rutland. | YES/NO |
| 1. GP practice population for other practices, predominantly comprising residents of Leicestershire & Rutland. Please   state practices that will be included;  Practice Name:  Practice Code: | YES/NO |
| 1. Other | YES/NO |
| If Other, Please provide a description of the practice population served, including number of female fertile women in the population and the proportion of Leicestershire & Rutland residents. | |
| Q3.2 | Please confirm that the health care professionals delivering the service hold membership of an approved professional body and are approved and eligible to practice in a setting that is appropriate to deliver this service. | YES/NO |
| Please state the healthcare profession(s) and professional bodies of the health care professionals delivering the service. | |
| Q3.3 | Please confirm that your organisation will offer, fit, monitor and remove IUD/S and/or SDI in compliance with the requirements of the service specification as part of a wider range of contraceptive options available to the practice population.  Please clarify the range of contraceptives offered by the Provider. | |
| 1. Oral contraception | YES/NO |
| 1. Emergency Hormonal Contraception | YES/NO |
| 1. Injectable contraceptive | YES/NO |
| If Other. Please specify | |
| Q3.4 | Please confirm availability of adequate facilities and access to all necessary equipment including that required for basic resuscitation as detailed in the specification. | YES/NO |
| Q3.5 | Please confirm that all clinicians delivering the service(s) will be appropriately accredited and trained in compliance with the requirements of the specification. | YES/NO |
| Q3.6 | Please provide certificates to evidence that the practitioners who will be providing the IUD/S & SDI services hold FSRH or local Letters of Competence with current recertification, in accordance with the service specification. | Certificates Included  YES/NO |
| Q3.7 | Please confirm that the annual audit will be submitted within the timescales specified in the service specification for each practitioner delivering the service. | YES/NO |
| Q3.8 | Please describe how your organisation will ensure that patients receive information and counselling to support them in making the contraceptive choice most appropriate for them and where IUD/S or Implant is chosen, to optimise likelihood of retaining for at least one year. | |

| **LOT 4 - CBS17/18(04)** | | |
| --- | --- | --- |
| **Smoking Cessation Pharmacotherapy** | | |
| Q4.1 | Is trained on the National Centre for Smoking Cessation Training (NCSCT) approved Very Brief Advice module or have completed the NCSCT training and assessment programme. | YES/NO |
| Please state the completed training and date achieved; | |
| Q4.2 | Please confirm that it is the responsibility of the pharmacist to check stock and ensure that there is adequate supply of Champix. In the case of low or no stock, the pharmacist should notify the stop smoking service | YES/NO |
| Q4.3 | Attended (or confirmed to attend) the PGD accreditation training and update meetings hosted by the Quit Ready stop smoking service and attend any future refresher meetings or update training sessions as and when required by the stop smoking service. | YES/NO |
| Q4.4 | Please confirm that Champix provision is available during all opening hours of your site(s). | YES/NO |
| Q4.5 | Please state the opening times at your site(s). | |

| **LOT 5 – CBS17/18(05)** | | | |
| --- | --- | --- | --- |
| **Provision of Emergency Hormonal Contraception (EHC) (Pharmacy).** | | | |
| Q5.1 | 1. Please confirm that your organisation agrees that the any practitioners delivering the Emergency Hormonal Contraception (EHC) service will be Healthcare Professionals holding membership of an approved professional body eligible to practice in a setting that is appropriate to deliver this service and operate in accordance with National PGD regulations and that all practitioners providing the service will be compliant with the training requirements/competencies as detailed in the service specification and will have a satisfactory current DBS check. | | **YES/NO** |
| Please provide all relevant certificates to evidence that the practitioners who will be providing EHC have training in accordance with the service specification. | | Certificates included  **YES/NO** |
| 1. Please state the healthcare profession(s) and professional bodies of the health care professionals delivering the services. | | |
| Q5.2 | 1. Please confirm that the EHC services are available during all opening hours of your provider site(s). | | **YES/NO** |
| 1. Please state the opening times at your provider site(s). | | |
| 1. Where availability is not possible at all opening hours then please give details of demand mapping carried out and of hours that services will be available to meet demand. | | |
| Q5.3 | 1. Please confirm that your organisation is able to deliver a minimum of 10 EHC supplies per year from the individual provider site and give evidence to support this. Where available, evidence of previous activity will be considered in relation to this criteria. | **YES/NO** | |
| 1. If your organisation wishes to request approval to deliver a lower activity level then please provide information to describe the identified need in the locality aspect of the specification. | | |
| Q5.4 | As part of the service delivery, please state that your organisation agrees to operate in full accordance with the relevant local Patient Group Direction for provision of EHC free of charge to women under 25 years of age. | **YES/NO** | |
| Q5.5 | Does your organisation agree that service delivery takes place from premises within Leicestershire County Council’s and Rutland County Councils geographical boundaries. | **YES/NO** | |
| Q5.6 | Does your organisation have a private and confidential area or consultation room in the delivery premises to deliver these services. | **YES/NO** | |
| Q5.7 | Please confirm that the Pharmacy will actively engage with the Leicestershire & Rutland C-card condom distribution scheme. This includes promotion of the scheme and establishing your site as a distribution site as a minimum. | **YES/NO** | |
| Q5.8 | Please provide details of how your organisation plans to ensure delivery of a young people friendly service. | | |
| Q5.9 | Please confirm that your organisation will nominate a clinical/practitioner lead to act as ‘sexual health service champion’ to oversee implementation of this service from the individual site. | **YES/NO** | |
| Please provide name and contact details (email address)  **Name:**  **Email Address**: | | |

# APPENDICES AND SCHEDULES

# schedule 1 – Contract



# Schedule 2 – Lot Service Specifications

Embedded below are full service specification documents for each of the lots:

**Lot 1 - CBS17-18(01)** - Provision of an Alcohol Related Risk Reduction Scheme



**Lot 3 - CBS17-18(03)** - Provision of intrauterine device (IUD), intrauterine system (IUS) and sub-dermal implants (SDI) for contraceptive purposes Fitting and Removal Service



**Lot 4 - CBS17-18(04)** - Provision of Smoking Cessation Pharmacotherapy



***CBS17-18(04) Appendix a - DRAFT Veranacline PGD***



**Lot 5 - CBS17-18(05)** - Provision of Emergency Hormonal Contraception (EHC) to women under 25 years of age



# Schedule 3 - Commercially sensitive information

**Commercially sensitive information**

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

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The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

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| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAME (PRINT): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| COMPANY: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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|  |  |
| --- | --- |
| SCHEDULE 4 – FORM OF TENDER **FORM OF TENDER: TENDER CERTIFICATE** | |
| TO: LEICESTERSHIRE COUNTY COUNCIL | |
| DATE: [DATE] | |
| PROVISION OF: [TITLE OF CONTRACT] | |
| REFERENCE NUMBER: [OJEU CONTRACT NOTICE REFERENCE NUMBER] | |
| We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide [NAME OF REQUIREMENTS] as specified in those documents and in accordance with the attached documentation to the Council commencing [DATE] (or such other date as the Council may direct) and continuing for the period specified in the Contract.  We declare that to the best of our knowledge the answers submitted to the suitability assessment questions are correct. We understand that the information will be used to assess our suitability. We have provided a full list of any Appendices used to provide additional information in response to suitability assessment questions. We understand that the Council may reject our submission if there is a failure to answer all relevant questions fully or if the Supplier provides false/misleading information.  We declare that there is no conflict of interest in relation to the Council’s Requirement.  If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.  We agree that before the Contract is prepared and executed, our Tender together with the Council’s written acceptance thereof shall constitute a binding contract between us and the Council for the provision of the Requirements (or any part of the Requirement) on the terms set out in the ITT (including the Contract) and the Council’s written acceptance.  We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.7 of the ITT.  I/We understand that the Council is not bound to accept the lowest or any Tender and that the Council may consider to accept a Tender in respect of the whole of the Requirement or in respect of each constituent and separate part or parts of the Requirement.  We further undertake and it shall be a condition of any Contract, that:   * The amount of [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council. * I/We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council or other contracting Council in connection with the award of the Contract and that no person employed by us has done or will do any such act.   I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT. | |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For and on behalf of | [NAME OF COMPANY, PARTNERS OR CONSORTIUM] |

# SCHEDULE 5 – QUALIFICATION OF OFFER

**PUBLIC HEALTH COMMUNITY BASED SERVCES**

**[Start Date] TO [End Date}**

**SCHEDULE 5**

**QUALIFICATION OF OFFER**

It is an essential requirement that tenderers comply in full with the Conditions of Contract as set out in this Invitation to Tender document. Any insistence by the tenderer that a ‘qualification of offer’ shall prevail that the Council finds unacceptable may give cause to reject the tender.

Please delete A or B as appropriate:

1. **I/We do not wish to make any qualification(s) of offer.**
2. **I/We wish to make the following qualifications of our offer.**

Signed……………………………………………………Date……………………………………

Name (Print)……………………………………………………………………………………….

Tenderer’s Name………………………………………………………………………………….