

TORBAY COUNCIL

**RFQ Part 1 Information and
Specification**

Contract Reference

TPH1723

Contract Title

**Mental Wellbeing and Long-Covid
support via Torbay Community Helpline**

Contents

A	Procurement Information	5
A1	Core Requirements.....	5
A2	Contract Period	5
A3	[Not Used]	5
A4	Contract Price	5
A5	Price Review	5
A6	Procurement Timetable.....	6
A7	Not Used.....	6
B	Procurement Process.....	7
B1	Procurement Procedure.....	7
B2	Stage 1 Supplier Suitability.....	7
B3	Stage 2 Award	11
B4	Scoring Methodology.....	15
C	Tender Requirements.....	19
C1	Communication	19
C2	Tender Clarification.....	19
C3	Amendment to Documents	19
C4	Post Tender Clarification.....	19
C5	Preparation and Completion of Tenders	20
C6	Submission and Opening of Tenders	21
C7	Rejection of Tenders	22
C8	Evaluation and Award	22
C9	Legal and Contracting Arrangements.....	23
D	Glossary	25

For Information

D1	Tender Documents	25
D2	Appendices and Links	25
D3	Definitions.....	27
E	Specification.....	30
E1	Overall Scope and Nature of the Requirement	30
E1.1	Public mental health approach.....	30
E1.2	Evidence of need	30
E1.3	The requirement.....	31
E2	Mandatory Pass / Fail Requirements.....	31
E2.1	TUPE.....	32
E2.2	Safer Recruitment	33
E2.3	Data Protection, Information Sharing and Information Security	33
E2.4	Climate Emergency	36
E2.5	Not Used.....	37
E2.6	Health and Safety	37
E2.7	Invoicing	37
E2.8	Business Continuity Plans	38
E2.9	Exit Management	39
E2.10	Use of Council Branding	39
E2.11	Safeguarding	39
E3	Core Requirements.....	40
E3.1	Provider and service description	40
E3.2	System working and local partnerships	42
E3.3	Quality and safety requirements.....	44
E3.4	Contract monitoring, performance and evaluation.....	44
E4	Additional Requirements.....	46

For Information

E4.1	National standards and guidelines	46
E4.2	Further Services Offered.....	46
E5	Permitted Changes to the Contract.....	47
E6	Social Value	47
E6.1	Our Commitment.....	47
E6.2	Our Priorities.....	47
E6.3	Torbay TOMs Framework.....	48
E6.4	Additional Information.....	48

The Tender Documents can be made available in other formats. For further information please submit your request through the ProContract

A Procurement Information

The Council is seeking a supplier who can provide timely, needs-based, person-centred, and trauma-informed mental wellbeing and long-COVID-19 support to Torbay residents (aged 18 year and over) who seek help via the Torbay Community Helpline from 01st May 2023 to 31st March 2024. Some face-to-face provision must be available in appropriate community sites in Torbay. This is not a new service. This function has been established and developed by a local provider (with some local sub-contracting and volunteer/trainee provision) since March 2020 when the first pandemic lockdown began. Continuation of the service is required with no break in provision. The maximum fund allocation for this provision is £157,500.00. No additional funding has been agreed beyond the term of this contract. The provider will be responsible for sourcing additional funding or will appropriately 'close down' the service or components of the service at the end of contract term.

A1 Core Requirements

Applicants must be able to demonstrate they will meet the requirements set out in Section E3 Core Requirements for the whole term of this Contract.

A2 Contract Period

It is anticipated that the Contract will commence on 01 May 2023 or at date to be agreed for a period of 11 months and may be extended for a period of up to 12 further months or until the end of the allocated budget, subject to termination clauses within Terms and Conditions of Contract.

A3 Not Used

A4 Contract Price

The maximum contract value for the for the full term of the contract is £157,7500.

Please Note: Where the Applicant's proposed price exceeds the available budget the Applicant will be deemed to have failed the process in its entirety and will not be evaluated further.

A5 Price Review

The price offered by the Applicant in Part 8 Pricing Criteria must be firm and fixed for the duration of the Contract. The schedule in Part 8 Pricing Criteria has been structured to enable pricing to be provided for the whole life of the Contract. Therefore no further price reviews will be available.

A6 Procurement Timetable

Torbay Council proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Tender Documents Published	27/02/2023
Clarification Question Submission Deadline	06/03/2023
Clarification Responses Deadline	08/03/2023
Tender Submission Date & Time	13/03/2023 no later than 12:00 noon
Evaluation Period	13/03/2023 to 28/03/2023
Contract Award Notification	29/03/2023
Mobilisation Phase	01/04/2023 to 30/04/2023
Contract Start	01/05/2023

The Council reserves the right to change the above timetable (including the Contract start) and Applicants will be notified accordingly if there is a change.

A7 Not Used

B Procurement Process

B1 Procurement Procedure

This Procurement is being undertaken in accordance with the Council's Contract Procedures.

B2 Stage 1 Supplier Suitability

The Council may take account of any prior knowledge it has of the Applicant, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Applicant's Supplier Suitability Questionnaire (SSQ) submission is false, misleading or inaccurate.

The Council will test Applicants' previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion, using the questionnaire at section B of Part 2 Response Document.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section B4 below.

Applicants will need to satisfy the requirements of Stage 1 in order for their Stage 2 response to be evaluated.

B2.1 Supplier Suitability Criteria

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in assessing responses within section A. Supplier Suitability Questionnaire of Part 2 Response:

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
B. Supplier Suitability Questionnaire		Pass		Pass
The Council may exclude any Applicant who fails part or all of the Supplier Suitability Questionnaire				
B4. Applicant Information	These sections will be assessed on the basis of pass or fail.		Pass	Pass

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
B5 Contact Details and Declaration	In order for the response to be considered a pass these sections must be fully completed by the Applicant.		Pass	Pass
B6. Grounds for Mandatory Exclusion	<p>This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers 'Yes' in any of the situations set out in this section.</p> <p>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.</p> <p>The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p>		Pass	Pass
B7 Grounds for Discretionary Exclusion	<p>This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section.</p> <p>The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p>		Pass	Pass
B8. Financial Standing	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in it's entirety order to pass.</p> <p>Assessment of Financial Standing</p>		Pass	Pass

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>Question B8.1 – As part of its due diligence process the Council will carry out a credit check on all Applicants, using Dun and Bradstreet’s Credit Reporter system. The financial check will relate to the D&B Failure Score, which identifies the level of risk of a business failing. The Supplier must yield a Failure Score of 50 or more to demonstrate that they have suitable financial standing.</p> <p>At this stage the information will only be used to ascertain whether further financial information will be required from the Applicant to enable a broad financial appraisal to be undertaken in the event the Applicant is deemed to be the winning Applicant.</p> <p>If the financial check yields a Failure Score of below 50, or the check yields information that may prove to be of concern, regardless of the financial check score, or a check is unable to be performed, financial information shall be referred to the Council’s Corporate Finance Department for further investigation, who will determine if the supplier’s financial standing is suitable.</p> <p>Question B8.2 – where the Applicant has indicated that they will provide the requested documentation i.e. they have answered ‘Yes’, to one or more of the options listed the response will be deemed a pass. Where the Applicant has responded ‘No’ the response will be deemed a fail. To prevent delays to the due diligence process any Applicant may be asked, at any point during the evaluation period, to submit the supporting financial information indicated at section B8.2. Where information is requested it will only be assessed in respect of the successful Applicant(s).</p> <p>Question B8.3 – the Applicant is required to indicate whether their annual turnover for the previous 2 financial years is a minimum of</p>			

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>twice the Annual Contract Value of £157,500¹. A ‘Yes’ response will be considered to be a pass and a ‘No’ response a fail.</p> <p>Overall Assessment of Section B8</p> <p>Where an Applicant has failed any part of section A8 the Council will consider the information provided at A8.4 before determining whether the Applicant has failed this section in its entirety. Where the Applicant has provided sufficient information or assurance at A8.4 they will pass this section. Where an Applicant fails this section they will be deemed to have failed this stage in its entirety, their submission will not be evaluated further and they will be notified accordingly.</p> <p>Financial Due Diligence</p> <p>Where the requirement for a broad financial appraisal in respect of the successful Applicant is established through the evaluation of the SSQ the Council will undertake an assessment of the circumstances of the Contract and the Applicant to determine financial capacity, health and dependency. This appraisal will be used to inform an assessment of risk. In making this assessment, The Council will appraise a range of financial information applying a broad commercial perspective, including an appraisal of the financial statements submitted by the Applicant and an appraisal of other relevant sources of financial information, including but not limited to Dun and Bradstreet’s Credit Reporter system. The Council will use the outcomes of this appraisal to determine the Applicant’s financial standing and in its opinion the level of risk to the Council and as</p>			

¹ The annual contract value is defined as the minimum anticipated spend over the life of the contract divided by the length of the contract, including any extensions.

For Information

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	such whether a guarantor will be required. Where the appraisal indicates to the Council that the Applicant is a clearly unrealistic bidder with inadequate resources and without, in its opinion, adequate financial support guarantees, the Council reserves the right to reject the Applicant’s bid.			
B9. Insurance	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet all requirements. The successful Applicant will be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass
B10. Requirements under the Modern Slavery Act 2015	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass
B11 Technical and Professional Ability	This section will be assessed on the basis of pass or fail.. The Applicant must demonstrate they meet all requirements. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass

B3 Stage 2 Award

B3.1 Award Evaluation

The Council will only evaluate submissions from Applicants who have satisfied the requirements of Stage One Selection and meet any mandatory requirements for Stage Two taking into account a combination of Quality and Price. The top scoring Applicant will be considered to have been successful.

For Information

The Applicant's response will be evaluated in accordance with the scoring methodology set out in sections **Error! Reference source not found..**

Please Note: All percentage scores will be calculated to two decimal places.

Where the scoring for two or more Tender submissions is tied, the top scoring Applicant will be the Applicant who has achieved the higher score on Award Questions.

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

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
C Terms and Conditions of Contract	This criteria will be assessed on the basis of pass or fail. The Council will exclude any Applicant who fails this section.	Pass		Pass
D Mandatory Requirements	These criteria will be assessed on the basis of pass or fail. The Council may exclude any Applicant who fails this section. In the case of any scored questions – a score of three or above (using the zero to five scoring) will be a pass and a score of two or below will be a fail.	Pass		Pass
Quality: Total Score Available		100.00%		
E Award Questions	These criteria will be assessed on the zero to five scoring basis.			
	<i>Question 1: Detail your proposed model of delivery for provision of mental wellbeing and long-COVID-19 support via the Torbay Community Helpline as detailed</i>		25.00%	N/A

For Information

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<i>in the service specification? Please see more detail and respond within section F of RFQ Part 2 Response document.</i>			
	<i>Question 2: Detail how the service and your organisation will interact, collaborate and add value to the existing mental wellbeing and wider health determinant system that exists in Torbay? Please see more detail and respond within section F of RFQ Part 2 Response document.</i>		20.00%	N/A
	<i>Question 3: Detail how your service will appropriately and dynamically assess and support service user's needs, risk and choice in its service delivery whilst supporting staff, Torbay Community Helpline staff and volunteers? Please see more detail and respond within section F of RFQ Part 2 Response document.</i>		15.00%	N/A
	<i>Question 4: Detail how your organisation will mobilise the service from 01 April 2023 to 30 April 2023 to ensure no break in service provision from 01 May 2023 (subject to no further changes to the Contract term)? Please see more detail and respond within section F of RFQ Part 2 Response document.</i>		20.00%	N/A
F Not Used				
Pricing Criteria		10.00%		
G / Part 3 Pricing Schedule	This criteria will be assessed on a comparative scoring basis.			

For Information

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>The assessed comparative scoring will be based on the submitted 'Total Costs' figure within cell C10 of the RFQ Part 3 Pricing Schedule.</p> <p>Please note that cell C10 will automatically calculate from the figures submitted within cells C4 to C9.</p> <p>Applicants with the lowest Total Costs figure will score the maximum percentage score available for this Pricing Criteria and Applicants submitting higher prices will be awarded percentage scores proportionate to their distance from the lowest cost.</p>		10.00%	N/A
Social Value Criteria		10.00%		
Qualitative Criteria	<p>These criteria will be assessed in accordance with the requirements set out in Part 7 Social Value Requirement. Please respond within Part 9a (Light set) social Value Calculator.</p>		7.00%	N/A
Quantitative Criteria	<p>These criteria will be assessed in accordance with the requirements set out in Part 7 Social Value Requirement. Please respond within Part 9a (Light set) social Value Calculator.</p>		3.00%	N/A

B4 Scoring Methodology

Responses will be assessed using one, some or all of the following methods:

B4.1 Pass/Fail

Evaluation criteria assessed on a pass/fail basis are those where meeting the requirement is essential to Applicant’s ability to deliver the Contract. They will usually relate to questions where a Yes or No response can be provided. The ability to meet the requirement will achieve a Pass and the Applicant will achieve a Fail where they are unable to meet the requirement.

Where a Pass/Fail criterion is assessed on a scoring basis, a score of 3 or more, using the zero to five scoring matrix at B4.2 will be required to achieve a pass.

Where an Applicant fails one or more Pass/Fail criteria they will be deselected from participating further in the process and will be notified accordingly.

The criteria will also set out how the Applicant should evidence their ability to meet the requirement, this will be either:

- within their response to the mandatory criteria itself
- within their responses to the Award questions; and/or
- during due diligence prior to contract award or commencement.

If the Applicant does not evidence ability to meet the requirement the response will be considered to be a fail and the Applicant will be deselected from participating further in the process and will be notified accordingly.

B4.2 Zero to Five Scoring

Evaluation criteria assessed on a scoring basis will be evaluated using the zero to five scoring system in the table below.

Score 5	Excellent	Exceeds the core requirement. Exceptional demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer significant added value and/or innovation, with evidence to support the response.
Score 4	Good	Satisfies the core requirement with minor additional benefits. Above average demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer potential added value, with evidence to support the response.
Score 3	Acceptable	Satisfies the core requirement. Adequate demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with sufficient evidence to support the response.

Score 2	Minor Reservations	Minor reservations on the Applicant’s ability to satisfy the requirement. Some minor reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
Score 1	Serious Reservations	Major reservations on the Applicant’s ability to satisfy the core requirement. Considerable reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
Score 0	Unacceptable	Does not meet the core requirement. Does not comply and/or insufficient information provided to demonstrate that the Applicant has the ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.

The scoring system is based on the Applicant’s ability to fully satisfy the core requirements of the Specification and provide sufficient evidence to support their response.

Please Note: Where an Applicant’s response does not demonstrate the ability to deliver all of the core requirements the maximum score achievable will be two, regardless of whether the Applicant demonstrates an ability to meet or exceeds some of the core requirements.

Scoring Example:

Sub Criteria % = 15.00%			
Applicant	Assessment	Score Awarded	% Score
Applicant A	Exceeds the core requirement, with an exceptional demonstration of relevant ability, understanding, experience, skills, resource and quality measures required to deliver the Contract, with evidence of significant added value/innovation	5	15.00%
Applicant B	Fully meets the core requirements, provides sufficient evidence to demonstrate their ability to deliver the contract and offers some potential added value.	4	12.00%
Applicant C	Meets the core requirements, provides adequate evidence to demonstrate their ability to meet those requirements.	3	9.00%
Applicant D	Provides adequate evidence to demonstrate their ability to meet some, but not all, of the core requirements and offers some added value and innovation in relation to aspects of their offer.	2	6.00%

For Information

Applicant E	Applicant states they can fully meet the core requirements, but does not provide sufficient evidence to demonstrate this.	2	6.00%
Applicant F	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet the majority of the core requirements.	1	3.00%
Applicant G	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet any of the core requirements.	0	0.00%

a) Not Used

b) The Core Requirements

Applicants are required to demonstrate their ability to meet the core requirements identified within section E3 Specification. Additional requirements and added value will only be considered where the Applicant has fully met the criteria to be awarded a minimum score of three.

B4.3 Comparative Scoring

Evaluation criteria assessed on a comparative basis are those where the Applicant’s response can be compared to that of other Applicants.

This assessment approach will be used for Pricing criteria. Applicants offering the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.

In the event an Applicant submits a bid which results in any of the Pricing evaluation criteria being a zero, in order to return a score for the other Applicants the price used for evaluation purposes will be £0.01.

Scoring Example 1:

$$\frac{\text{Lowest Price}}{\text{Applicant's Price}} \times \text{Available Marks} = \text{Score}$$

Lowest Price: £1,000,000		Criteria: 60.00%
Applicant	Price	Score
Applicant A	£1,000,000	60.00%
Applicant B	£1,100,000	54.55%

For Information

Applicant C	£1,273,050	47.13%
Applicant D	£1,899,999	31.58%

Scoring Example 2:

$$\frac{\text{Lowest Price}}{\text{Applicant's Price}} \times \text{Available Marks} = \text{Score}$$

Lowest Price: £0.01		Criteria: 60.00%
Applicant	Price	Score
Applicant A	£0.00	60.00%
Applicant B	£1,100,000	0.00000055% Awarded Score to 2 Decimal Places 0.00%
Applicant C	£1,273,050	0.00000047% Awarded Score to 2 Decimal Places 0.00%
Applicant D	£1,899,999	0.00000032% Awarded Score to 2 Decimal Places 0.00%

B4.4 Character, Word and Page Limits

Character, word or page limits relate to the maximum number of characters, words or pages Applicants can submit.

Where an Applicant's response exceeds any limit set, those elements of the response which fall outside of that limit will not be evaluated.

B4.5 Social Value Scoring

Please Note: the scoring basis and evaluation criteria for Social Value are set out in Part 7 Social Value Requirement.

C Tender Requirements

C1 Communication

All communication between the Council and Applicants will take place through ProContract. Applicants must not make direct contact with Council officers, during the procurement process regarding this tender.

Please Note: Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued through ProContract.

C2 Tender Clarification

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

The Council will not negotiate on any of the substantive terms of the tender documents or requirements set out within those documents.

Responses to clarification questions will be provided to all Applicants except where the question is innovation based, in which case the response will only be provided to the Applicant who raised the question.

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

The identity of Applicants raising questions will remain confidential.

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

C3 Amendment to Documents

Applicants are responsible for ensuring they have read all communications relating to the amendment of tender documents and will be considered to have taken any amendments into account when preparing their submission.

C4 Post Tender Clarification

Post tender clarification will be for the purposes of clarifying the content of an Applicant's submission where this would not be discriminatory to other Applicants. Questions may be

For Information

issued to one, some or all Applicants as appropriate.

Please Note:

- Where post tender clarification results in modification to an Applicant's Tender the Council reserves the right to reject the Tender.
- Where post tender clarification results in substantial modification to the requirements, the process undertaken or the Contract, the Council reserves the right to restart or abandon the Tender process.
- Failure to respond to post tender clarification questions within the specified timescale may result in the Applicant's Tender being rejected.

C5 Preparation and Completion of Tenders

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

Please Note: The Council is committed to meeting its transparency commitment and may be obliged to disclose information relating to this tender or an individual Applicant's response. Any information disclosed by the Council will be in accordance with what is currently disclosable under Freedom of Information legislation. Applicants must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information and are requested to clearly identify anything contained within their submission which they consider to be commercially sensitive either during the tender process or after conclusion of the Contract.

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

- (a) all responses must be in English or GBP £ sterling;
- (b) responses must be submitted using RFQ Part 2 Response and RFQ Part 3 Pricing Schedule;
- (c) the format and layout of the response documents must not be altered;
- (d) each question should be answered in full and should not refer evaluators to other responses within RFQ Part 2 Response;
- (e) where a question does not apply to an Applicant they should clearly state N/A in the response section;
- (f) evaluators cannot take into account any prior knowledge they have of your organisation or its capabilities, they will assess your Tender purely on the basis of the information you provide within it;
- (g) where a word or page limit has been set any part of the response which exceeds that limit will not be evaluated;
- (h) supporting documents / appendices will only be evaluated where these have been permitted and must be clearly referenced within your response;
- (i) individual evaluators may not evaluate every question and the evaluation panel may include partner organisations or people who use Council services;
- (j) all documents must be completed in full, in accordance with any specific

For Information

instructions set out within the documents and signed where required.

Please Note: Applicants are expected to read, understand and confirm their acceptance of the Terms and Conditions before submitting their Tender.

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

C6 Submission and Opening of Tenders

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

Please Note: Failure to complete or submit RFQ Part 2 Response and RFQ Part 3 Pricing Schedule in accordance with the Council's requirements may result in the Tender being rejected.

Applicants are responsible for ensuring:

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

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

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

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

Technical Support

If you experience any problems with ProContract please contact the Proactis support desk:

ProContractSuppliers@proactis.com

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

Please Note: If your issue is time sensitive call:

0330 005 0352

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

C7 Rejection of Tenders

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

The Council will reject any Tender where:

- (a) submission was made after the date and time specified in the Procurement Timetable at A6;
- (b) submission was not made through ProContract;
- (c) the Applicant's price exceeds the Council's declared budget, if applicable;
- (d) the Applicant has not accepted the Council's Terms and Conditions. **Please Note:** Torbay Council will seek clarification from the Applicant prior to rejecting the Tender;
- (e) the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or
- (f) the Council has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

Torbay Council may at its absolute discretion reject any Tender where:

- (a) it is considered by Torbay Council to be incomplete or vague, i.e. where the Applicant has not:
 - submitted all required documents, including supporting information requested; or
 - fully completed all the documents required; or
 - responded to all the questions; or
- (b) it has not been submitted in the required format(s);
- (c) the Applicant has altered the documents in any way;
- (d) any of the information provided by an Applicant is found to be inaccurate or misleading;
- (e) the Applicant contradicts itself in terms of any information provided;
- (f) the Applicant has not responded to post tender clarification questions within the specified timescale;
- (g) the Applicant has qualified the Tender in any way; or
- (h) the Tender is in breach of any condition contained within it.

C8 Evaluation and Award

The Council will complete a full evaluation, in accordance with the stated evaluation criteria, of accepted Tenders which meet all the mandatory requirements as set out within the documents.

Please Note: Not all evaluators may assess every question, but all Tenders will be evaluated in the same manner and by the same evaluators.

For Information

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

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

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

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

C9 Legal and Contracting Arrangements

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

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

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

In submitting a response Applicants will be confirming to Torbay Council that:

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

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

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

The Applicant's offer shall remain open for acceptance for a period of 6 months from the closing date and may be extended by mutual agreement.

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

For Information

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

As part of the pre-award due diligence process and / or prior to issuing the Contract the successful Applicant may be required to provide evidence, including but not limited to, the accuracy of their self-assessment within section B Supplier Suitability Questionnaire and section D Mandatory requirements of RFQ Part 2 Response. **Please Note:** If the successful Applicant is unable to provide this evidence the Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

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

D Glossary

D1 Tender Documents

The following documents, together with the Appendices and Links at 0 below, form the tender documents:

Document	Purpose	For Completion and Submission
Part 1 Information and Specification	Contains: <ul style="list-style-type: none"> information on the procurement process and how it will be conducted; the Council's requirements in relation to the goods, services or works being procured. 	No
RFQ Part 2 Response Document	Contains: <ul style="list-style-type: none"> the Certificates and Declarations to which all Applicants must conform; the SSQ; terms and conditions of contract mandatory requirements; award questions pricing schedule 	Yes
RFQ Part 3 Pricing Schedule	Contains the Applicant's pricing proposals for this Tender.	Yes
Part 7 Social Value Requirement - IH	Contains the in-house Social Value information for Applicants	No
Part 9a Social Value Calculator	Contains the Applicant's Social Value offer.	Yes
SQ Part 1 and 2 Declaration	Contains the Part 1 and Part 2 of the Selection Questionnaire, which must be completed by any organisations the Applicant relies on to meet the selection criteria. This document must be submitted by the Applicant on their behalf.	Yes – if applicable

Document	Purpose	For Completion and Submission
Appendix B Confidentiality Agreement	Applicants to complete and return during the RFQ issue period to request access to the TUPE information	Yes - if applicable
Appendix D Mobilisation Template	Applicants to use to provide their Mobilisation details	Yes
Appendix E C ESG Cloud Info Security Questionnaire	Is the Torbay Council Cloud Information Security Questionnaire. Please refer to section D3 of Part 2 Specification	Yes – if applicable
Terms and Conditions of Contract	Contains the terms and conditions under which the resultant Contract will operate	No. Applicants are required to confirm acceptance as part of their response

D2 Appendices and Links

- Appendix A ProContract User Guide;
- Appendix B Confidentiality Agreement;
- Appendix C Base Data of Staff;
- Appendix D Mobilisation Plan Template;
- Appendix E C ESG Cloud Info Security Questionnaire;
- Appendix F Health and Safety Policy Statement;
- Appendix G Do’s and Don’ts for Social Value Bids;
- Appendix H Torbay TOMs Framework – Light;
- Appendix I Sub-Localities;
- Appendix J Torbay Council Environment and Carbon Neutral Policy;
- List of Mandatory and Discretionary Exclusions:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf
- EU Definition of an SME:
<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>
- PSC Guidance:
<https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships>

D3 Definitions

Term	Definition
Council	Torbay Council, being the Contracting Authority or anyone acting on behalf of Torbay Council, that is seeking to invite suitable applicants to participate in this procurement process
Applicant	An organisation that may respond to this Tender.
Authority Authorised Representative	The Officer leading the Tender process on behalf of Torbay Council who may be responsible for managing the resultant Contract.
Award	The process by which Torbay Council will determine the successful bidder in accordance with <i>Regulation 67 Contract award criteria</i> of the Public Contracts Regulations 2015.
Award Questions	The written response submitted by the Applicant to evidence their ability to meet Torbay Council's requirements, which will form part of the evaluation process upon which award of the Contract will be based.
Confidential Information	Any information or documents which Torbay Council considers to be confidential in nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.
Contract Procedures	The procedures put in place by Authority on how contracts with external suppliers must be put into place.
Contract Term	The length of the Contract including extensions, if available.
Contracting Authority	Torbay Council and any other Authority on whose behalf Torbay Council may be working.
Contractor, Provider or Supplier	The Applicant awarded the Contract culminating from an offer to supply accepted by Torbay Council.
Documents	All of the tender documents in relation to this Tender.

Term	Definition
Eligible Users	Any organisation given access to the Contract resulting from this Tender.
Evidence	The provision of examples, facts, data, case studies or other such information that will validate or support statements made in an Applicant's response in order to demonstrate they have the relevant ability, skills, resource and quality measures required to meet the Council's requirements.
Lot	One of a number of categories of goods or services into which a single procurement process has been divided. The use of lots potentially allows for multiple providers to be appointed following a single procurement process.
Official Purchase Order	Torbay Council's Official Purchase Order, to which these conditions apply.
Price Review Mechanism	The mechanism that will be used during the life of the Contract to review and vary the price.
ProContract	The e-tendering portal through which Torbay Council advertises opportunities and conducts Tenders.
Procurement Representative	The Procurement Officer who is leading the procurement process on behalf of Torbay Council.
Relevant Tax Authority	The organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
Social Value	A process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising damage to the environment.
Social Value Portal	The online portal used by the Council to procure, measure, manage and report on Social Value within its Contracts.

Term	Definition
SVP	Social Value Portal
Tender	The invitation to bid for this Contract; and / or The Applicant's response to this tender opportunity.
Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)	The regulations which govern how employers must deal with transfer of staff when a service or business changes hands from one employer to another in order to ensure the principal terms of employees' rights are protected.

E Specification

E1 Overall Scope and Nature of the Requirement

E1.1 Public mental health approach

Public mental health is a term that has been coined to underline the need to emphasise mental health in public health practice. It spans promotion, prevention, effective treatment, care and recovery. It is built on the same principles as all areas of public health.

A preventative or public approach attempts to build the resources and resilience of individuals and communities so that they can face the challenges in their lives to prevent the onset, development and escalation of mental health problems. It aims to strengthen the protective factors for good mental wellbeing and reduce the risk factors at an individual and community level. It works from the basis that people are resilient, and that resilience can be nurtured and supported.

Proportionate universalism is advocated, including universal interventions which promote mental wellbeing across whole populations, with more progressively targeted interventions to address specific needs and inequalities amongst more vulnerable and at-risk groups. It is the preventative, public health approach that underpins the focus of this service specification and its associated service delivery.

E1.2 Torbay Community Helpline

The Torbay Community Helpline (Helpline) was created by the local Voluntary, Community and Social Enterprise (VCSE) sector at the outset of the pandemic. Over the past three years it has developed into a 'front door' for local residents to access help, and to offer help, from and to the community via the VCSE sector. The Helpline works in close partnership with local statutory organisations to ensure residents are appropriately referred into statutory services where appropriate. All Helpline activities have a strength-based approach, and a salutogenic approach to wellbeing. The Helpline can offer simultaneous support to individuals and families on several challenges they are facing – including support for their mental wellbeing. The Helpline offer also currently includes support in the areas of food, isolation, information and advice, financial advice, housing, domestic abuse, families children and young people, digital, bereavement and minor DIY. There are over 100 VCSE organisations who are part of the Helpline system. The Helpline is overseen by the steering group of the Torbay Health and Wellbeing VCSE Network and is hosted by the Torbay Community Development Trust.

E1.3 Evidence of need

National evidence has shown a significant shift in the mental wellbeing of the population since the first COVID-19 lockdown. Population level mental wellbeing worsened at the start of the pandemic. This was followed by a period of recovery in the summer of 2020, but not

For Information

to pre-pandemic baselines. More recent evidence suggests a further decline in population mental wellbeing in the winter of 2020/21. This is a combination of new distress, anxiety and depression, and potential exacerbations of existing mental illness combined with external stressors which can worsen mental health conditions (such as job loss, debt, social isolation, domestic abuse and stress) . The impact on external stressors is being more acutely felt due to the cost-of-living crisis.

The Centre for Mental Health projected that mental health needs would increase substantially with each additional wave of COVID-19 pandemic. The prediction was that up to 10 million people nationally, around 20% of the population, will need new or additional mental health support as a direct consequence of the pandemic. Almost two thirds of this number will already have existing mental health need (including severe mental illness) with a significant proportion needing support for depression or anxiety or both . When applied to the Torbay adult population, around 7,300 will require new mental health support and around 14,600 will require additional mental health support. The Mental Health Foundation expects the effects of the cost-of-living crisis on public mental health to be on scale like that of the pandemic . This being the case community level initiatives that prevent poor mental wellbeing, build resilience, offer support for people struggling with poor mental wellbeing and stem the need for crisis support, would benefit the current system now and in the future. To date the Torbay Community Helpline has had mental health related conversations with 3,667 individuals, leading to 922 packages of support.

E1.4 The requirement

The Council is seeking a supplier who can provide timely, needs-based, person-centred, and trauma-informed mental wellbeing and long-COVID-19 support to Torbay residents (aged 18 year and over) who seek help via the Torbay Community Helpline from 01st May 2023 to 31st March 2024. Some face-to-face provision must be available in appropriate community sites in Torbay.

This is not a new service. This function has been established and developed by a local provider (with some local sub-contracting and volunteer/trainee provision) since March 2020 when the first pandemic lockdown began. Continuation of the service is required with no break in provision.

The maximum fund allocation for this provision is £157,500.00. No additional funding has been agreed beyond the term of this contract. The provider will be responsible for sourcing additional funding or will appropriately 'close down' the service or components of the service at contract end.

E2 Mandatory Pass / Fail Requirements

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in Part 5 Mandatory Criteria.

E2.1 TUPE

- 2.1.1 The Authority highlights that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in relation to the current external provider's staff. Applicants should refer to the guidance in Part 1 Information in relation to TUPE.
- 2.1.2 It is the responsibility of the Applicant to consider or not whether TUPE is likely to apply in the particular circumstances of this tender process and to act accordingly. Applicants should therefore seek their own advice regarding the likelihood of TUPE applying. However, it is the view of incumbent provider that TUPE is likely to apply to this tender.
- 2.1.3 More information can be found on the following websites:
- www.gov.uk/transfers-takeovers
 - <http://www.opsi.gov.uk>
- 2.1.4 Should TUPE apply to this Contract the Provider is required to comply with all of their obligations under the Regulations.
- 2.1.5 The Authority reserves the right to disqualify the Provider from participating in future Tender opportunities if necessary, if it fails to meet its obligations.
- 2.1.6 In order to obtain the base data of staff who will or may transfer under TUPE (Appendix C Base Data of Staff) Applicants are required to complete and return a Confidentiality Agreement (Appendix B) through the e-tendering portal's messaging facility, at Stage Two of the tender process.
- 2.1.7 The Authority cannot guarantee the accuracy of the information provided by the outgoing provider(s) and advises Applicants to seek their own advice in relation to TUPE matters.
- 2.1.8 Any queries relating to the TUPE information provided must be submitted through the portal message facility and under no circumstances should Applicants make direct contact with any current providers regarding this matter.
- 2.1.9 The Provider will be required to work with the outgoing provider(s) to prepare and agree a communication plan for consultation with affected staff. This Communication Plan will form part of the overall Service Implementation Plan and will be monitored by the Service Commissioners.
- 2.1.10 The Provider shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing provider (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Provider or by the existing provider itself, which results from any act or omission of the successful Applicant.

For Information

- 2.1.11 The Provider shall not bring any claim against the Authority in connection with TUPE or any subsequent amendments to such regulations.
- 2.1.12 The Provider should be mindful of the uncertainty of the situation for the staff who may transfer and that any anxiety from staff can be transferred to the people who are in the Service.
- 2.1.13 Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the Provider is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position.
- 2.1.14 The Provider should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.

E2.2 Safer Recruitment

- 2.2.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:
 - a) At least one member of each interview panel must have undertaken safer recruitment training;
 - b) The Provider must have effective procedures in place, that are regularly updated and communicated to staff;
 - c) The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
 - d) The Provider must take seriously all concerns that are raised;
 - e) The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

E2.3 Data Protection, Information Sharing and Information Security

- 2.3.1 [The data collection/processing requirements in respect of this Contract are set out in the table below:-

Role of Supplier	Data Processor acting on behalf of Torbay Community Development Trust in respect of the processing of Contract Personal Data described below. Data Controller responsible for determining the purposes for which and the means by which Contract Personal Data is processed.
Subject matter of the processing	Processing of the Contract Personal Data in connection with the provision of the Services.

Duration of the processing	Term of the contract
Nature and purpose of the processing	Data processing required to aid quarterly contract management meetings and enable an appropriate evaluation to be achieved at the end of contract.
Type of personal data processed	Total service users split by: sex, age, town location, primary need, urgency or response, intervention supplied, intervention outcomes
Categories of data subjects	Service users, Staff including any sub-contracted staff
The means of processing the data	Applicants are to provide details within their Part 5 Mandatory Criteria response.
Rights and obligations of the controller	As described in the Contract dated 01 May 2023.
Approved sub-processors and in each case: <ul style="list-style-type: none"> • Nature and purpose of processing • Location of processing 	Applicants are to provide details of approved sub-contractors as may be provided for under Schedule 7, paragraph 3(q)] of the Contract within their Part 5 Mandatory Criteria response
Details of approved international transfers of Contract Personal Data together with details of approved transfer mechanisms	N/A
Details of the technical and organisational measures in place to protect contract personal data	Applicants are to provide details within their Part 5 Mandatory Criteria response.

2.3.2 To ensure protection for the rights and freedoms of data subjects:

- a) The Council’s data must not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to their personal data;

For Information

- b) The successful applicant will be required to comply with any changes in data protection legislation.

2.3.3 The proposed system must comply with the following mandatory security requirements:

- a) It must contain parameters which can be set to enforce timeouts;
- b) It must have a password policy incorporating encryption, use of mixed case, number and special characters, minimum length, expiry, limit on login attempts, logging of unsuccessful login attempts and “forgotten password” functionality;
- c) Access to the Council’s dataset must be limited to the Council and approved personnel from the successful Applicant’s organisation;
- d) Applicants must have technical and procedural security measures in place to prevent:
 - Unauthorised or unlawful processing of personal data;
 - Accidental loss or destruction of or damage to personal data.]

2.3.4 Where the Applicant is proposing a Cloud-based service, the Applicant is required to complete and submit Appendix 1 – CESG Cloud Information Security Questionnaire.

2.3.5 The provider will be able to demonstrate that the processing of personal information and Special categories / sensitive personal information will be processed in accordance with the requirements under the General Data Protection Regulation (GDPR) and any forthcoming changes to data protection law.

2.3.6 The provider will have appropriate policies in place which cover data protection, information sharing and information security, including appropriate integration of information systems internally and externally, in accordance with the requirements under the General Data Protection Regulation (GDPR) and any forthcoming changes to data protection law.

2.3.7 The incumbent provider has a license for Social Solutions Apricot 360 case management system that is used by the Torbay Community Helpline. This enables data entry, storage, processing and transfer of personal data between the Helpline and the incumbent provider. There is an expectation that the provider will obtain an Apricot licence (£250 per person) from Torbay Community Development Trust and update records of Helpline referrals through this system. An alternative GDPR compliant system can be used if this were able to integrate with the Apricot system.

2.3.8 Information sharing is key to delivering integrated services that are coordinated around the service user. It is essential to enable effective early intervention and to provide effective holistic services for service users.

For Information

- 2.3.9 It is important that the provider consults with interfacing services on their requirements for the sharing of information, for example: VCSE and statutory services.
- 2.3.10 Local arrangements for information sharing must be agreed and approved by way of Information Sharing Agreements. Advice should be sought if uncertainty exists.
- 2.3.11 The provider will ensure that all staff are appropriately trained in IT systems, including IT systems used by the Torbay Community Helpline where necessary*, and also provided with training to ensure they are aware of their responsibilities under Data Protection Legislation.
- 2.3.12 The provider will ensure that all staff have access to information sharing guidance, including guidance on sharing information to safeguard or protect children and adults, to improve co-ordination and communication between services.
- 2.3.13 The provider must be able to establish secure email functionalities for the safe sharing of information.
- 2.3.14 The provider must ensure that they can delete records in accordance with associated retention periods.
- 2.3.15 The provider will report accurately and promptly to commissioners on agreed key performance indicators and governance requirements.

*Training provided by Torbay Community Development Trust is costed at £30 per hour or £180 per day.

E2.4 Climate Emergency

On 24 June 2019, Torbay Council declared a 'Climate Emergency' and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council's procurement of goods, services and works is minimised in line with our response to the climate emergency.

- 2.4.1 The Council's expectation is that it's Providers:
 - a) know the impact their organisation has on the environment;
 - b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
 - c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
 - d) reduce negative environmental impacts with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - (a) if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - (b) if buildings are used, environmental building survey(s) have been

undertaken and any negative environmental impacts are mitigated / reduced;

- e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;
- f) work towards their organisation being Carbon Net Zero by 2030.

E2.5 Not Used

E2.6 Health and Safety

2.6.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.

2.6.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:

- a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
- b) Comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
- c) Not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
- d) Actively promote a positive health and safety culture;
- e) Only undertake work for which they have been trained and are qualified and competent to undertake;
- f) Where applicable, ensure that risk assessments and method statements relating to their work are presented to the council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.

2.6.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

2.6.4 The provider must appropriately manage the risk of any lone workers and/or homeworkers under their employ.

E2.7 Invoicing

2.7.1 The Council will make payments to the Provider quarterly in advance.

2.7.2 The Provider must make all invoices payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.

For Information

- 2.7.3 Invoices must be submitted by e-mail to: invoices@torbay.gov.uk.
- 2.7.4 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;
- 2.7.5 All invoices must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- 2.7.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- 2.7.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- 2.7.8 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).
- 2.7.9 Where IR35 regulations may apply to an Individual, Sole Trader or Personal Services Company, Torbay Council will conduct an employment status check to find out if the Provider should be classed as employed or self-employed for tax purposes (CEST). The Provider will agree to abide by the outcome of the employment status check, which may affect the way in which the Provider is paid and could include the possible deduction of Tax and National Insurance.

E2.8 Business Continuity Plans

- 2.8.1 The Provider is required to submit a Business Continuity Plan for the Council's approval within three months of the contract start date.
- 2.8.2 As a minimum the Business Continuity Plan should address the following:
 - a) The impact of COVID-19 or any other similar crisis
 - b) Destruction or loss of computer data/hardware/internet
 - c) Destruction or loss of telephone/telephone connection
 - d) Loss of business or community premises
 - e) Major accidents or incidents
 - f) Loss of professional registrations/accreditations
 - g) Staffing issues
 - h) Sub-contracting issues
 - i) Impact of legislative change
 - j) Any other reasonably foreseeable events that could prevention the delivery of the contract in full or in part.

For Information

2.8.3 The Provider is required to review the Business Continuity Plan and submit an updated Plan to the Council for approval on an annual basis.

E2.9 Exit Management

2.9.1 The Provider is required to submit an Exit Management Plan for the Council's approval within three months of the contract start date.

2.9.2 As a minimum the Exit Management Plan should address the following:

- a) Completion or continuation of support and/or interventions for service users.
- b) Redundancy or TUPE of staff
- c) Data sharing, processing, retention and deletion as appropriate

2.9.3 The Provider is required to review the Exit Management Plan and submit an updated Plan to the Council for approval on an annual basis.

E2.10 Use of Council Branding

2.10.1 Torbay Council owns its identity, branding devices and logos, these are protected by law.

2.10.2 The Provider must agree only to use the Council's visual identity in accordance with the terms set out in the Contract.

2.10.3 The Provider will be issued a licence number to use the Council's visual identity and use must be only in relation to this Contract, further usage will be subject to separate request and approval.

2.10.4 Permission to use the Council's visual identity does not prevent the Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of the Council.

2.10.5 The Council's identity is provided 'as is' and must not be altered in any way.

E2.11 Safeguarding

2.11.1 The provider will have internal policies in place for safeguarding adults, safeguarding children and risk enablement. These should be reflective of local and national best practice. All staff must adhere to National Legislation (including requirements linked to the Independent Safeguarding Authority Vetting and Barring Scheme) and Torbay Safeguarding Adults and Children's Board policies. They will also be cognisant of the Southwest Child Protection Procedures.

<http://www.proceduresonline.com/swcpp/>

2.11.2 The provider will have a clear policy for how safeguarding concerns identified through support or interventions will be managed.

2.11.3 The provider will use their own safeguarding paperwork and provide copies of appropriate documentation to relevant partners in line with safeguarding policies. For referrals the service will need to use the Torbay and Devon Safeguarding Adult

For Information

Partnership, this will be shared with the preferred bidder once the contract is awarded.

- 2.11.4 The provider is responsible for reporting and following up safeguarding concerns appropriately where possible and sharing this information with other partners in line with safeguarding policies.
- 2.11.5 Where the provider makes a safeguarding referral, they will be responsible for maintaining all safeguarding records.
- 2.11.6 The provider will ensure staff are trained to the relevant level of safeguarding commensurate with their role.

E3 Core Requirements

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting

E3.1 Provider and service description

- 3.1.1 The contract period will be for 11 months (subject to no further changes to the Contract term). There will be continuation of service from 01 May 2023 to ensure no break in provision for service users or break in employment for staff members of the incumbent provider. If required, new provider(s) will work closely with the incumbent provider to ensure a smooth and effective transition for service users, staff and volunteers from 01 April 2023 to 30 April 2023.
- 3.1.2 The provider will source funding to continue the service after 11 months. If additional funding is not found to continue the service or components of the service, the service must be appropriately 'closed down' with service user support/interventions complete or passed on to an appropriate provider. This must be done in consultation with the Torbay Health and Wellbeing VCSE Network and the Torbay Community Development Trust.
- 3.1.3 The provider must have an ability to TUPE over staff from the incumbent if this is required. If applicable, this would be three staff members, including a registered mental health nurse, working to a minimum of 2.6 Full Time Equivalent (FTE).
- 3.1.4 The provider will be required to negotiate a partnership agreement with Torbay Community Development Trust who provide the infrastructure and triage for the Torbay Community Helpline. Torbay Community Development Trust will make themselves available during the mobilisation period to enable an agreement to be reached. If a partnership agreement cannot be reached – the service will be deemed non-viable under this specification and all funding, minus reasonable and expected costs incurred until this point, will be returned to Torbay Council.
- 3.1.5 The provider will receive referrals – in a manner compliant with GDPR legislation – from callers with mental wellbeing and/or long-COVID-19 support needs from the Torbay Community Helpline. On average, 42 calls are received per month that require support from this service, however, in our current climate – calls are likely to increase. Where there is an increase in demand significantly over and above the

expected, the commissioner will work with the provider collaboratively to determine a solution.

- 3.1.6 The service will be available to adults aged 18 years and over who are residing in Torbay Local Authority Area. This definition covers:
- a) Abode in a particular place – physical location where the person normally eats and sleeps;
 - b) The person must be at their abode for a “settled purpose as part of the regular order of the person’s life for the time being, whether of short or long duration.”;
 - c) Voluntary adoption of the abode – where the person has the mental health capacity to choose where they live (this does not account for a preference to live somewhere else).
- 3.1.7 The provider, as a minimum, will provide a service in line with Torbay Community Helpline weekday operating hours of: Monday to Friday from 10am to 6pm.
- 3.1.8 The provider will recognise causal factors, triggers and environmental factors contributing to presenting need and respond appropriately to all mental wellbeing and long-COVID-19 related calls received via the Torbay Community Helpline.
- 3.1.9 The provider will be open to adapting the service or a service redesign, to best meet new and/or escalating mental wellbeing needs in the local community.
- 3.1.10 The provider will be responsive, appropriate, and equitable and consider race, religion, language, disability, age, gender, sexuality, geographical location, and areas of specific inequalities such as socio-economic deprivation.
- 3.1.11 The provider will ensure that everyone is treated with compassion, respect and dignity, without stigma or judgement.
- 3.1.12 The provider will take a strengths-based approach which looks to a persons life holistically, considering their needs in the context of their skills, ambitions and priorities.
- 3.1.13 The provider will support a range of complex needs, ranging from callers who are struggling with their wellbeing and/or long-COVID-19, to callers who are at risk of harming themselves or others.
- 3.1.14 The provider will deliver an effective and efficient response to support and manage those who may present in crisis.
- 3.1.15 The provider will prioritise accordingly support for calls flagged by the triage function of Torbay Community Helpline as:
- a) ‘immediate’ (requires call back within 24 hours)
 - b) ‘red’ (requires call back within 48 hours)
 - c) ‘amber’ (requires call back within 7 days)
 - d) ‘green’ (requires call back within 14 days)
- 3.1.16 The provider will ensure that if mental wellbeing needs escalate or service users disengage from the service, it is not as result of the provider being unable to deliver the service in accordance with this specification.
- 3.1.17 The provider will provide timely, person-centred, and trauma-informed interventions (evidence based or informed), which enable recovery and/or self-management of needs, including but not limited to:

For Information

- a) Providing supportive and non-judgemental conversations with trained professionals/practitioners (telephone based and face-to-face in appropriate community locations in Torbay).
 - b) Appropriately signposting or referring to local statutory and VCSE organisations.
 - c) Providing six to nine sessions of professional therapy/treatment (adhering to individual therapy/treatment standards), including counselling, for service users where this is mutually deemed beneficial.
- 3.1.18 The provider will provide professional therapies/treatment within two weeks from mutual agreement (with the service user) to proceed with this intervention(s). The default option will be face-to-face provision on local premises; however digital or telephone-based options can be used where face-to-face is not preferable to the service user.
- 3.1.19 The provider will maximise opportunities for peer support for service users.
- 3.1.20 The provider will enable service users to develop and maintain their resilience and mental wellbeing as part of a preventative approach.
- 3.1.21 The provider will dynamically support callers as their mental wellbeing and/or long-COVID-19 needs flux (from periods of lower and higher intensity) over time – this may include providing support on multiple occasions.
- 3.1.22 The provider will ensure that the service user is aware of information sharing mechanisms if required, e.g., safeguarding concerns.
- 3.1.23 Support and interventions offered by the provider will at no cost to service users within the scope of this specification.
- 3.1.24 The provider will work with and utilise the participation of service users, staff (including Torbay Community Helpline staff) and volunteers – including those with protected characteristics – in service design, delivery, monitoring and continuous improvement.

E3.2 System working and local partnerships

- 3.2.1 The provider will deliver prevention and early help for adults that integrates with the local system by promoting the service to key stakeholders, encouraging onward referral to other agencies where this would be beneficial and encouraging contact detail disclosure where safeguarding is required.
- 3.2.2 It is essential that the provider will work as part of a whole local system of mental wellbeing and wider health determinant support, including but not limited to:
- a) Community helplines
 - b) NHS Every Mind Matters website
 - c) Local wellbeing support (including digital support)
 - d) NHS Talking Therapies
 - e) NHS Community Mental Health Teams (and VCSE Alliance partners)
 - f) NHS Mental Health Crisis Care

For Information

- g) Hospitals and emergency care
- h) Suicide and suicide bereavement support providers
- i) Family support providers
- j) Specialist disability providers
- k) Social care providers
- l) Safeguarding providers
- m) Volunteering providers
- n) Carers and carer's support providers
- o) Befriending providers
- p) Healthy behaviours providers
- q) Domestic and sexual abuse providers
- r) Drug and alcohol providers
- s) Food support providers
- t) Debt and financial support providers
- u) Employment and life skills providers
- v) Housing and homelessness providers
- w) Other local community provision that may be supportive to service users

3.2.3 The provider will work with partner agencies to develop and agree responsibilities and pathways for service users whose needs escalate to ensure timely access to specialist interventions.

3.2.4 The provider will actively promote support that is available outside of their own operating hours. They will ensure that protocols are in place between themselves and the provider(s) of emergency or out-of-hours care, should support or consultation be required urgently.

3.2.5 The provider will appropriately balance providing alternative provision that supports mental wellbeing with service users clinical and / or social need for statutory provision. For example, consideration should be taken when a service user is already engaged on a statutory sector therapeutic pathway so as not to compromise this, however, a positive approach to risk taking is encouraged where timely support/intervention is unlikely. These decisions should be based on but are not limited to:

- a) Service user choice
- b) Service user's previous experience
- c) Best outcomes for the service user
- d) Perceived risk to the service user and / or staff or volunteer

For Information

- 3.2.6 The provider will ensure that service users are enabled to access support and interventions from existing services within their community if required.
- 3.2.7 The provider will make and facilitate onward external referrals as appropriate.
- 3.2.8 The provider will ensure opportunities for added value are maximised by joint working with the VCSE, statutory and private sector in Torbay.
- 3.2.9 The provider will work with and alongside the Torbay Health and Wellbeing VCSE Network steering group who oversee the Torbay Community Helpline.
- 3.2.10 The provider will work with and alongside local NHS Community Mental Health Framework redesign to ensure optimum mental wellbeing support for complex service users. This may involve engagement with the VCSE Alliance partners and attending and engaging with operational and strategic multi-agency team meetings.

E3.3 Quality and safety requirements

- 3.3.1 The provider will ensure that all staff and volunteers are fit for the purposes for which they are employed or sub-contracted i.e., suitably qualified, and appropriately trained and vetted for the roles they are undertaking (for example DBS checks as per organisational/professional requirements and/or accreditation with professional bodies such as BACP or UKCP as required).
- 3.3.2 The provider will have appropriate clinical/reflective supervision and therapeutic support in place for staff members, including provision of support for triage call handlers on the Torbay Community Helpline.
- 3.3.3 The provider will have appropriate induction, training, policies, procedures and onward referral pathways in place for staff members, to enable them to undertake their roles effectively.
- 3.3.4 The provider will have a clearly written complaints procedure for dealing with any complaints relating to the service. Complaints must be responded to within 15 working days.
- 3.3.5 The provider will provide root cause analysis of any incidents which occur during the term of the contract. Any mitigations should be enacted upon immediately by the provider and root cause analysis findings shared with the commissioner.

E3.4 Contract monitoring, performance and evaluation

- 3.4.1 The provider will achieve the following outcomes for the commissioner:
 - a) Service users will have the knowledge, understanding and skills to manage their own mental wellbeing.
 - b) Services users will have personalised, evidence based or informed interventions to enable sustained recovery and self-management of their mental wellbeing.
 - c) Service users who are significant risk with regard to their mental wellbeing will have timely, qualified support to help prevent crisis from occurring, as well as respond to manage crises when they occur.
 - d) Service users will have a positive experience of care and support.
 - e) Staff and volunteers will feel supported in their roles.

For Information

f) The service will be working well with statutory and VCSE partners.

3.4.2 The provider will ensure the necessary consent and data sharing agreements are in place to allow data to be shared to meet the requirements of this specification.

3.4.3 The provider will collect data to demonstrate need, demand, and outcomes to enable quarterly performance reporting and an end of year evaluation. This will include but is not limited to:

- a) Count of referrals by key demographics (e.g., age, sex, ethnicity, location)
- b) Count of referrals by needs presenting
- c) Count of referrals by intervention provided and duration of intervention (e.g., supportive conversation, therapy/treatment, etc.)
- d) Count of Callers who have completed
- e) Count of Callers who have disengaged (with reasons given)

And measures (validated where possible) which capture:

- a) Pre and post intervention mental wellbeing status
- b) Impact upon harmful and chaotic or risk-taking behaviour
- c) Impact upon resilience, confidence and self-esteem
- d) Evidence of appropriate and timely interventions based on a person's needs, risk and choice
- e) Caller's experience of care and support
- f) Staff and volunteer experience of providing the service (do they feel enabled and supported)
- g) Evidence that the service is working well with statutory and voluntary sector partners and any barriers are being mitigated against where possible.

3.4.4 The provider will additionally share information on the following on a quarterly basis:

- a) Staff numbers and changes
- b) Staff induction, skills and training progress
- c) Updates in policies and procedures
- d) Risks and mitigations
- e) Accident reports
- f) Safeguarding interventions and responses
- g) Root cause analysis (if required)
- h) Any investigation/disciplinary procedures

For Information

- i) Security information including DBS checks
 - j) Caller and staff feedback
 - k) Partnership issues
 - l) Complaints and plaudits
- 3.4.5 The provider, at contract or performance review meetings or via electronic request, may be asked to provide the above monitoring information as required. Prior to contract management meetings, data should be sent to Torbay Council at least one week in advance.
- 3.4.6 The provider will be required to attend quarterly contact and performance management meetings with Torbay Council.
- 3.4.7 The provider will inform the commissioner of any significant risks or issues that will impact upon the service within 24 hours.
- 3.4.8 Where the commissioner of provider is involved in work outside of this contract where there is a potential conflict of interest, this will be discussed, at first instance at a quarterly contract management meeting, and if necessary, by senior officers of both parties.
- 3.4.9 The provider will work with Torbay Council to agree the end of contract evaluation plan three months after the contract has started.
- 3.4.10 The provider will complete an end of contract evaluation report which will be made available to the commissioner no later than three months after the contract has ended.
- 3.4.11 The provider will participate in appropriate operational and strategic group meetings to enable the sharing of intelligence on need, outcomes, and whole system delivery.

E4 Additional Requirements

E4.1 National standards and guidelines

- 4.1.1 The provider will take account of all relevant national standards and guidance published prior and during the contract period. This includes, but is not limited to the following NICE guidelines:
- (a)NG44 Community engagement: improving health and wellbeing and reducing health inequalities.
 - (b)NG108 Decision-making and mental capacity.
 - (c)PH22 Mental wellbeing at work

E4.2 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority.

For Information

Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

E5 Permitted Changes to the Contract

5.1.1 Changes to the Contract are permitted where:

- (a) the change does not result in the total value of the Contract exceeding the spend threshold for the tender process undertaken; and
- (b) the value of the change does not exceed 50% of the total contract; and
- (c) the change does not alter the scope or nature of the contract; and
- (d) the duration of the Contract is not extended beyond the tendered term.

5.1.2 The cost of any proposed changes will:

- (a) be assessed on a case-by-case basis; and
- (b) be proportionate to the changes being made; and
- (c) be calculated in accordance with the Council's budget and/or any additional funding for the Contract; and
- (d) offer best value to the Council; and
- (e) take into consideration the pricing proposals set out in the successful Applicant's tender submission.

E6 Social Value

E6.1 Our Commitment

6.1.1 The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).

6.1.2 The Council is committed to a performance and evidence based approach to Social Value.

E6.2 Our Priorities

6.2.1 We are seeking submissions that support our local priorities.

6.2.2 The Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.

6.2.3 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:

<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

For Information

- 6.2.4 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay.
- 6.2.5 In evaluating Social Value offers we are looking for bidders who wish to contribute and join us as partners in delivering the ambitions for Torbay and its residents. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

E6.3 Torbay TOMs Framework

- 6.3.1 As part of our commitment to a performance and evidence-based approach to Social Value we have utilised the National TOMs (Themes, Outcomes & Measures) Framework developed by the Social Value Portal and endorsed by the Local Government Association (LGA).
- 6.3.2 The TOM's Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.
- 6.3.3 To support Applicants in their responses we have aligned the National Theme and Outcome measures (TOM's) with the priorities set out in our Community and Corporate plan – The Torbay TOMs Framework (See Appendix H).
- 6.3.4 Applicants are free to choose those measures that are proportional and relevant to their business and this specific Contract. **Please Note:** a key success factor for Applicants will be to demonstrate the ability to deliver against the commitments made.
- 6.3.5 By submitting a Social Value indicator the Applicant is committing to the delivery of this throughout the term of the Agreement and will be monitored against achievement of outcomes as part of the routine outcomes/contract monitoring process.
- 6.3.6 The Council recognises that measuring and delivering Social Value requires flexibility and a collaborative approach. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the successful Applicant to work openly and transparently with the Council, whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the successful Applicant.

E6.4 Additional Information

Further information on the Council's approach to Social Value and resources to support you in your submission are available to bidders in Part 7 Social Value Requirement (IH), Appendix G Do's and Don'ts for Social Value Bids, Appendix H The Torbay TOMs Framework (Light).