

# EU OPEN PROCEDURE

# INVITATION TO TENDER

**Opportunity Title**

# OPPORTUNITY TO JOIN THE EXISTING FRAMEWORK OF APPROVED SUPPLIERS FOR THE PROVISION OF DOMICILIARY CARE SERVICES

Issue date: 18th December 2017

**All documentation must be returned electronically**

**by 14:00 on Friday 26th January 2018Contents**

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**Section 1 – Scope**

**1.1 Introduction**

* + 1. St Helens Council is seeking to appoint additional accredited Organisations to an existing Approved List for the Provision of Domiciliary Care Services.

Organisations that are appointed to the Approved List will enter a contract with the Council for the Provision of Domiciliary Care Services.

**1.2 Contract Duration**

1.2.1 The contracts will run for an initial 30 month period from 1st December 2016 to 31st May 2019, subject to an annual review, with an option of two 12 month extension periods.

**1.3 Contract Value**

1.3.1 Each individual package will be awarded following a mini competition, the projected total annual value of all packages awarded is estimated to be in the region of £400,000.00

**1.4 Contract Composition / Background**

1.4.1 Those placed on the Approved List will be awarded a contract for the Provision of Domiciliary Care.

The Approved List will have two tiers of provider –

Tier 1 – those who utilise an appropriate electronic call monitoring system

Tier 2 – those without electronic call monitoring

From 1st December 2016 the award of each new package of care will be subject to a mini competition as set out in 1.4.3.

Mini competitions will only be open to providers on the Approved List and with a contract awarded by this process.

In order to be placed on the Approved List and awarded a contract, bidders will need to demonstrate a proven track record in providing care services to vulnerable people in their own homes. They will be required to demonstrate at ITT stage that they are capable of meeting the service specification and quality standards required by the Council.

Successful bidders will also be required to be utilising an appropriate system of electronic call monitoring to be considered Tier 1.

Bidders are expected to operate the service from a base either within the borough of St Helens or from a base in a local authority that shares a geographic border with St Helens.

The service is predominantly for older people, but will also be for any adult with a physical or learning disability, those with dementia and on occasion those at end of life.

The service will operate between the hours of 7.00am and 11.00pm, 365 days a year.

Payment will be for the actual time delivered.

There is no expectation that every provider placed on the Approved List and awarded a contract will cover the whole borough of St Helens.

Bidders are able to identify the wards that they would prefer to operate in however details of mini competitions will be issued to all providers on that Tier irrespective of whether they have indicated that they cover the ward or not. This will allow all providers on that Tier to see all opportunities which may help them consider managed development and growth of their business outside their traditional area.

1.4.2 Approved List And Award Of Contracts

The aim of the selection process is to assess responses to the ITT with an evidenced based approach, comprising a combination of financial and non-financial factors.

In order to be placed on the Approved List and awarded a contract a bidder will need to meet the criteria set out in Section 3.

All bidders that meet the required standard as set out will be placed on the Approved List and awarded a contract either as a Tier 1 or Tier 2 provider, depending on whether they utilise electronic call monitoring or not.

On a quarterly basis the opportunity will be available for new providers to be placed on the Approved List and awarded a contract. This will be subject to them achieving the original award criteria.

Providers already placed on the Approved List and awarded a contract will be able to move from Tier 2 to Tier 1 on a quarterly basis subject to them achieving the original award criteria.

Rates will in general be reviewed on an annual basis as set out in Clause 13.0 of Schedule A, Terms and Conditions, Contract Agreement for the Provision of Domiciliary Care Services, the exception being that should a provider feel that their price is a barrier to them winning packages then they will be able to review this with the Council on a quarterly basis.

1.4.3 Allocation Of New Care Packages

**From 1st December 2016**

Each new package will be subject to a mini competition.

A mini competition will only be open to providers on the Approved List and with a contract awarded by this process.

At the start of the contract the mini competition process will take place via email with scoring being calculated via a spreadsheet however there may be potential during the life of the contract to move to a bespoke IT solution, the Council will consult with providers around any changes in relation to this.

An email will be sent to all Tier 1 providers, this will contain outline information around the required package and the general location of the service user.

Providers will have a stated period to respond to the email, the time may vary depending upon the urgency of starting the package.

Once the period has expired then responses received will be evaluated by using a spreadsheet.

Evaluation –

Responses to a mini competition will be evaluated to establish the Most Economically Advantageous Tender (MEAT), as follows.

Evaluation will be on basis of price, quality and times offered.

At the start of the contract the following factors and weightings will be used however these may be varied or amended during the life of the contract.

50% will be on price based on the rate submitted as part of this tender exercise with the lowest price awarded the maximum score with other scores being pro rata.

15% will be on quality and will be based on the Quality Monitoring judgement level, however should we not have carried out a monitoring visit CQC’s Quality Rating will be used.

10% will be on the start date with the maximum score being awarded to those that can start the package on the requested date with lesser scores being awarded depending upon how long after the requested date a package could start.

25% will be on the actual call times offered based on by how much the times offered vary from the times requested. Higher scores will be awarded the closer the match to the requested times.

The highest scoring bid will be awarded the package.

If no Tier 1 bidders respond then the same exercise would take place for Tier 2 providers.

Unsuccessful bidders will be informed as soon as the result of a mini competition is known.

In the event that no Tier 1 or Tier 2 bidders come forward then brokers will contact providers from the Approved List by telephone. This will be carried out based on the providers who have indicated that they operate in the required ward with providers being contacted in ascending order of hourly rate.

If a placement is required out of hours then officers would contact providers by telephone in order to arrange the package. This would be in a similar manner to that outlined above.

While mini competitions initially will take place during normal working hours this position may change during the life of the contract with developments around 7 day working. The Council will consult with providers around any changes in relation to this.

Feedback will be given to providers on a regular basis showing their ranking for recent mini competitions.

As the call times offered for delivery of packages is an important factor in evaluating bids for each mini competition should we find evidence that calls are not being delivered at the times offered we may look to progress this under Default, Clause 18.0 of Schedule A, Terms and Conditions, Contract Agreement for the Provision of Domiciliary Care Services.

For those providers that have no current contract with St Helens Council we may choose, once the provider has a number of packages, to put a temporary hold on offering new packages while we carry out spot or other checks in order to ensure that the delivery of care is in accordance with the requirements of this contract, specification and the individual care plan.

1.4.4 Increase Or Decrease To Existing Care Packages

The existing provider will be approached directly in the first instance regarding any increase or decrease to any package. Should the provider be unable to deliver the changed package then the process for new packages would be followed.

1.4.5 Discharge From Hospital

In order to work proactively with colleagues in health it is important that priority is given to hospital discharge. In the case of new packages or the discharge of a current service user the expectation will be that these packages are started/restarted within 24 hours of notification.

1.4.6 Personalisation

St.Helens Council respects service users’ choices and values and will commission services based on achieving every individual’s outcomes.

The contracts awarded by this tender process will be used should a service user decide to utilise their personal budget to buy a Council Commissioned service.

However service users may decide to utilise their personal budget via a Direct Payment (DP). Contracts resulting from this tender process will not cover the options of a DP.

1.4.7 Outcomes Of The Contract – Partnering Approach

The Council wishes to use the procurement process as an opportunity to establish and develop a partnering arrangement(s) to deliver service improvements over the life of the contract that is sufficiently flexible to accommodate changing demand and overall, provides value for money.

Anticipated outcomes of the contract include -

* A positive impact on the transfers of care from hospital agenda
* Service Improvements over the life of the contract
* Efficiency gains and overall value for money services

Providers are expected to work within a spirit of trust and to work to a clear contractual framework that incorporates an open book policy approach and clear performance measures which are outcome based and that are subject to periodic review.

The Department, therefore, feels it appropriate to move towards a much clearer working relationship with a provider that can produce improved outcomes and life chances for service users, alongside greater diversity in service provision.

This approach is viewed as producing both direct and indirect benefits in that providers will equally bring ideas and experience to the mutual benefit of all and within the proposed development of a longer-term partnership.

This approach also takes into account the increasing integration of service delivery and commissioning between the Council and its partner organisations, especially Health but increasingly local voluntary agencies.

1.4.8 Background Information

St Helens is based in the North West of England, ten miles from Liverpool and twenty one miles from Manchester. It is a highly populated locality surrounded by semi-rural areas.

St Helens Councils’ People’s Services Department requires the provision of the highest standard Domiciliary Care Service which provides value for money. This service will be provided between the hours of 7am and 11pm, 7 days per week.

The Councils’ objective is to maintain and support vulnerable people living in the Community and to ensure they are enabled to maintain an independent lifestyle, improving rehabilitation, choice and independence.

The following figures which are included for information are taken from POPPI (Projecting Older People Population Information System) and PANSI (Projecting Adult Needs and Service Information System). These relate to St Helens and were correct on 10th June 2016.

Population data –

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Data for: St. Helens |  |  |  |  |  |
| Table produced on 10/06/16 15:42 from www.poppi.org.uk version 9.0 | | | | |  |
| Population aged 65 and over, projected to 2030 | | |  |  |  |
|  | **2014** | **2015** | **2020** | **2025** | **2030** |
| People aged 65-69 | 11,300 | 11,500 | 10,200 | 10,700 | 12,300 |
| People aged 70-74 | 8,400 | 8,700 | 10,700 | 9,600 | 10,200 |
| People aged 75-79 | 6,900 | 6,900 | 7,600 | 9,600 | 8,600 |
| People aged 80-84 | 4,500 | 4,700 | 5,500 | 6,200 | 7,900 |
| People aged 85-89 | 2,400 | 2,500 | 3,100 | 3,800 | 4,400 |
| People aged 90 and over | 1,300 | 1,300 | 1,600 | 2,100 | 2,800 |
| Total population 65 and over | 34,800 | 35,600 | 38,700 | 42,000 | 46,200 |
| Figures may not sum due to rounding. Crown copyright 2014 | | | |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Data for: St. Helens |  |  |  |  |  |
| Table produced on 10/06/16 15:45 from www.pansi.org.uk version 8.0 |  |
| Population aged 18-64, projected to 2030 |  |  |  |
|  | **2014** | **2015** | **2020** | **2025** | **2030** |
| People aged 18-24 | 14,400 | 14,300 | 12,600 | 12,000 | 13,300 |
| People aged 25-34 | 21,700 | 22,000 | 23,300 | 22,400 | 20,600 |
| People aged 35-44 | 22,300 | 21,800 | 20,900 | 22,800 | 23,900 |
| People aged 45-54 | 25,700 | 25,900 | 24,600 | 21,700 | 21,000 |
| People aged 55-64 | 22,000 | 22,100 | 24,100 | 25,500 | 24,200 |
| Total population aged 18-64 | 106,100 | 106,100 | 105,500 | 104,400 | 103,000 |
| Total population - all ages | 177,300 | 178,000 | 181,700 | 185,000 | 187,200 |
| Figures may not sum due to rounding. Crown copyright 2014 |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Dementia data –  Data for: St. Helens |  |  |  |  |  |
| Table produced on 10/06/16 15:43 from www.poppi.org.uk version 9.0 | | | | |  |
| People aged 65 and over predicted to have dementia, by age and gender, projected to 2030 | | | | | |
| **Predicted to have dementia** | **2014** | **2015** | **2020** | **2025** | **2030** |
| People aged 65-69 | 142 | 142 | 127 | 135 | 154 |
| People aged 70-74 | 230 | 238 | 293 | 263 | 277 |
| People aged 75-79 | 405 | 410 | 450 | 561 | 508 |
| People aged 80-84 | 550 | 560 | 667 | 748 | 939 |
| People aged 85-89 | 483 | 506 | 617 | 756 | 872 |
| People aged 90 and over | 391 | 391 | 477 | 625 | 832 |
| Total population aged 65 and over | 2,200 | 2,246 | 2,631 | 3,087 | 3,581 |
| Figures may not sum due to rounding. Crown copyright 2014 | | | |  |  |
| Rates for men and women with dementia are as follows: | | | |  |  |
|  |  |  |  |  |  |
| Age range | % males | % females | |  |  |
| 65-69 | 1.5 | 1 |  |  |  |
| 70-74 | 3.1 | 2.4 |  |  |  |
| 75-79 | 5.1 | 6.5 |  |  |  |
| 80-85 | 10.2 | 13.3 |  |  |  |
| 85-89 | 16.7 | 22.2 |  |  |  |
| 90+ | 27.9 | 30.7 |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Data for: St. Helens |  |  |  |  |  |  |
| Table produced on 10/06/16 15:46 from www.pansi.org.uk version 8.0 |  |  |  |
| People aged 30-64 predicted to have early onset dementia, by age and gender, projected to 2030 |
| **Predicted to have early onset dementia** | **2014** | **2015** | **2020** | **2025** | **2030** |  |
| Males aged 30-39 | 1 | 1 | 1 | 1 | 1 |  |
| Males aged 40-49 | 3 | 2 | 2 | 2 | 2 |  |
| Males aged 50-59 | 14 | 14 | 16 | 15 | 14 |  |
| Males aged 60-64 | 11 | 11 | 11 | 13 | 12 |  |
| Total males aged 30-64 | 28 | 28 | 30 | 30 | 29 |  |
| Females aged 30-39 | 1 | 1 | 1 | 1 | 1 |  |
| Females aged 40-49 | 3 | 3 | 3 | 2 | 3 |  |
| Females aged 50-59 | 9 | 9 | 10 | 10 | 8 |  |
| Females aged 60-64 | 6 | 6 | 7 | 7 | 8 |  |
| Total females aged 30-64 | 19 | 19 | 20 | 21 | 20 |  |
| Figures may not sum due to rounding. Crown copyright 2014 |  |  |  |  |

* 1. **Tender Requirements**

1.5.1 Bidders should carefully read and understand this Brief, particularly the Service Specification, Appendix B, referred to in Section 2, whilst giving recognition to the scoring and selection and award criteria set out in Section 3.

1.5.2 Tender submissions must be made in accordance with the Public Contracts Regulations 2015 open tender procedure, the selection stage should be supported with the completed Suitability Questionnaire, Appendix A, including all supporting documentation

1.5.3 Tender submissions must be made in accordance with the requirements set out in the Council’s Standard Terms and Conditions and be based on the completion of the Service Specific Questions (Section 4) contained within this document, including all relevant evidence and documentation.

1.5.4 All submissions should be provided in Microsoft Word or Adobe PDF formats and submitted electronically through the North West Local Authority Procurement Portal, “the Chest”: <https://www.the-chest.org.uk>.

1.5.5 The Council may treat a bid as ineligible to qualify if the bidder submits a response that is incomplete or not received by the required time and date. The Council reserves the right not to accept any bid under these circumstances.

1.5.6 Submission of completed tender:

Deadline Return: 14:00 on Friday 26th January 2018.

**Section 2 - Specification**

**2.1 Specification**

2.1.1 The detailed specification is set out in a separate document, Appendix B.

**2.2 Legal**

**DECLARATION**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) hereby undertake and agree, on acceptance of this tender by St. Helens Council, that I/we can deliver this provision as set out above in Section 2 of the ITT documentation at the time of submitting this application.

COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(who is duly authorised

on behalf of the Company)

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME IN BLOCK CAPITALS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 3 Selection and Award Criteria**

**3.1 Selection Process**

3.1.1 The Council is seeking to procure a supplier in accordance with the open procedure as set out in The Public Contracts Regulations 2015, Part 2, Section 3, Regulation 27 (the “**Regulations**”). The Council is using the open procedure all interested suppliers can submit a tender response and all bidders who meet the selection criteria set out in the Suitability Questionnaire, Appendix A, will then proceed to the evaluation stage of the process.

3.1.2 Bidders will be required to complete the Suitability Questionnaire, Appendix A, the Questionnaire sets out the information which is required by the Authority in order to assess the suitability of potential Suppliers to provide the required services in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing within the parameters laid out in the Regulations.

3.1.3 In assessing the responses, the Authority will be seeking evidence of Suppliers’ suitability to perform the required services in terms of economic and financial standing and technical and professional ability. Suitability criteria will be a combination of both financial and non-financial factors and will be in accordance with the Regulations and as set out in the CCS Guidelines. Section 3.3.1 and 3.3.2 of Suitability Questionnaire, Appendix A, (Relevant experience and contract examples) are scored elements.

3.1.4 **Candidates must score a minimum of three for either question 3.3.1 or 3.3.2 of Suitability Questionnaire, Appendix A, to continue through to the tender evaluation stage.**

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

**3.2 Award Process - Scoring**

3.2.1 All bidders that meet the required standard as set out will be placed on the Approved List and awarded a contract either as a Tier 1 or Tier 2 provider depending on whether they utilise electronic call monitoring or not.

3.2.2 Tenderers should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of products or services, then grounds will exist to exclude the bid from further consideration.

3.2.3 Tenders will be evaluated against the award criteria, scoring and weightings. Scoring/weighting criteria are set out in the following table:

|  |  |
| --- | --- |
| **AWARD CRITERIA** | **% Weighting** |
| **QUALITY**  Response to the Specification Tab in Section 4.1 of this document. | **100%** |
| **PRICE**  Submission of a proposed pricing schedule, in response to the criteria set out in Section 4.2 of this document, | **Not evaluated** |

3.2.4 In order to be placed on the Approved List and awarded a contract, bidders will need to have been successful in the Selection Process (3.1) and achieved a minimum of 50% of the available marks in Section 4.

3.2.5 Scoring Methodology, Service Provision: Scoring of requirements

| **Indicative description** | **Score** |
| --- | --- |
| **Exceeds the tender requirement i.e. added benefits**   * The descriptions and method statements are clear, detailed and concise * The description adds significant benefit. | 5 marks |
| **Fully meets the tender requirement**   * The descriptions and method statements are clear, detailed and concise. * The description may not clearly demonstrate added value. | 4 marks |
| **Mostly meets the tender requirement but fails in parts.**   * The description, method statements and supporting information/documentation are clear. | 3 marks |
| **Mostly fails the tender requirement but meets in some.**   * The description, method statements and supporting information/documentation lack clarity. | 2 marks |
| **Significantly fails to meet the tender requirement.**   * The description, method statements and supporting information/documentation lack clarity, and do not provide a clear answer to the question. | 1 mark |
| **Completely fails to meet the tender requirement.**   * Fails to answer the question | 1. marks |

3.2.6 Below are the Service Specific Questions in Section 4 together with the associated marks.

|  |  |  |
| --- | --- | --- |
|  | Criterion | Section/Sub-section – marks available |
| **Q1** | **Safeguarding** | **PASS/FAIL** |
| **Q2** | **Care Act Compliance** | **PASS/FAIL** |
| **Q3** | **Policies and Procedures** | **PASS/FAIL** |
| **Q4.1 and Q4.2** | **Service Capacity** | **10** |
| **Q5** | **Person centred support planning and review/ involvement of service users** | **5** |
| **Q6** | **Risk Management** | **5** |
| **Q7** | **Recruitment, Selection and Retention** | **5** |
| **Q8** | **Quality Assurance** | **5** |
| **Q9.1** | **Managing delivery of calls** | **5** |
| **Q9.2** | **Tier 1 only – electronic call monitoring system** | **For information only** |
| **Q10** | **Social and added value** | **5** |
| **Q11** | **E-capability** | **For information only** |
| **Q12** | **Areas of Operation** | **For information only** |

###### 3.3 Award of Contract

3.3.1 Upon conclusion of the evaluation of tenders, successful and unsuccessful bidders will be notified of the outcome in writing. All notices will be issued via the Chest Procurement Portal.

3.3.2 The Council does not bind itself to accept the lowest or any tender in whole or part and will ensure that the contract offers its users a range of products and services that best meets their requirements.

**3.4 Reserved** **Rights**

3.4.1 Without prejudice to any other right or remedy the Council shall be entitled at any time to:

1. Reject all or any tender
2. Not accept the lowest or any tender
3. Seek clarification of any tender
4. Suspend or cancel in whole or in part the tendering process
5. At any time before the acceptance of a tender, amend the terms of the ITT and/or other documents provided that in the event that it does so it shall:
   1. notify the Tenderer in writing accordingly, and
   2. shall extend the date by which tenders are required to be submitted in pursuant to this ITT by such period if any that the Council acting reasonably considers appropriate having regard to the nature and extent of the amendment(s).

**Section 4. Service Specific Questions**

**4.1 Section 1 - Quality**

4.1.1 Please provide answers to the questions below. Please note that these replies will form part of the tender submission.

4.1.2 This element of the tender makes up 100% of the overall total score. Each question is marked out of 5.

4.1.3 No trade or promotional literature will be accepted as part of any response.

4.1.4 Please pay attention to the maximum word count for each question which is indicated against each question.

4.1.5 In order to be placed on the Approved List and awarded a contract, bidders will need to have been successful in the Selection Process (3.1) and achieved a minimum of 50% of the available marks in Section 4.

4.1.6 Tenderers should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of services, then grounds will exist to exclude the bid from further consideration.

4.1.7 Grounds for exclusion will consist of (but are not limited to) the following:-

* should any response to a question detailed below be scored as 0 marks;
* should 2 or more responses to questions detailed below be scored as 1 mark ;
* should 3 or more responses to questions detailed below be scored as 2 marks or less,
* Then this will automatically exclude the bid from further consideration.

**Questions / declarations**

**Q1: Safeguarding**

Pass/Fail

It is a requirement that all Applicants sign the following declaration that they will comply withSt.Helens Multi-Agency Safeguarding Adults Policy, Procedures and Good Practice Guidance a copy of the latest Edition – April 2015 is available via the Council website and the North West CHEST Portal.

DECLARATION

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) hereby undertake and agree, that we will comply withSt.Helens Multi-Agency Safeguarding Adults Policy, Procedures and Good Practice Guidance: Edition April 2015

COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE (who is duly authorised on behalf of the Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLEASE PRINT NAME IN BLOCK CAPITALS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Q2: Care Act 2014 Confirmation of compliance with section 4.30 of the Care and Support Statutory Guidance**

Pass/Fail

St Helens Council are seeking assurances from all providers that they are complying with HMRC requirements around payments to all staff as set out below :-

“When commissioning services, local authorities should assure themselves and have

evidence that service providers deliver services through staff remunerated so as to retain an effective workforce. Remuneration must be at least sufficient to comply with the national minimum wage legislation for hourly pay or equivalent salary. This will include appropriate remuneration for any time spent travelling between appointments. Guidance on these issues can be found at the HMRC website.”

Please complete / delete as appropriate -

I **can** confirm that HMRC requirements around payments to all staff as set out in 4.30 above are being met.

Name of Provider:

Signed:

Name/Designation:

(Please Print)

Date:

**Q3. Policies and Procedures**

The whole of this section is Pass/Fail.

|  |  |
| --- | --- |
| You will have the following effective policies and procedures in place.  Please indicate the appropriate reference for this policy and its review date.  Evidence that effective policies and procedures are in place and being worked to will be checked during quality monitoring visits. | |
|  |  |
| A | Safeguarding |
|  |  |
| B | Care Planning including reviews and person centred care |
|  |  |
| C | Business Continuity Plan |
|  |  |
| D | Training Policy and plan |
|  |  |
| E | Confidential Management and Data Protection |
|  |  |
| F | Equality and Diversity |
|  |  |
| G | Medication management |
|  |  |
| H | Staff supervision and appraisal |
|  |  |
| I | Lone working |
|  |  |
| J | Risk assessing including tissue viability and mobility |
|  |  |
| K | Mental capacity policy including policy for service user consent |
|  |  |
| L | Client handling |
|  |  |

|  |  |
| --- | --- |
| **Q4. Service Capacity** | |
| **Q4.1 Provide a detailed description of your organisational management structure, including on call and out of hours availability for the advice and support for front line workers. Also provide details of your proposed Care staff and Admin structure, this should include your arrangements for a fully responsive service with arrangements for planned and unplanned absences.** | |
| **Answer**  **Max 500 words** |  |

|  |  |
| --- | --- |
| **Q4.2 Provide a detailed description for the following –**   * **How will you ensure service continuity in times of increased demand and/or reduced resources such as bank holidays, out of hours, flu pandemic, winter pressures.** * **How will you ensure you can respond to requests for new services/ or increases to existing services out of hours and at weekends including bank holidays.** * **How will you ensure continuity of staff for service users.** * **What can service users expect from you should visit call times be delayed or missed. Where and how is this recorded?** | |
| **Answer**  **Max 500 words** |  |

|  |  |
| --- | --- |
| **Q5. Person centred support planning and review/ involvement of service users** | |
| **Provide a detailed description of what you will do to –**   * **Deliver a service that is outcome focussed and user led as set out in the service specification.** * **Ensure service users preferences and individual needs are met.** * **Ensure that care staff work towards achieving the outcomes within the care management care plan.** | |
| **Answer**  **Max 500 words** |  |

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| **Q6. Risk Management** | |
| **Provide a detailed description of how you will manage the following risks –**   * **Reducing falls.** * **Client handling,** * **Monitoring of pressure areas.** * **Implementing the mental capacity act 2005.** | |
| **Answer**  **Max 500 words** |  |

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| **Q7. Recruitment, Selection and Retention** | |
| **Provide a detailed description of –**   * **How you recruit and retain staff.** * **How you manage staff turnover.** * **How you develop your workforce.** | |
| **Answer**  **Max 500 words** |  |

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| **Q8. Quality Assurance** | |
| **Provide a detailed description of how you –**   * **Manage complaints or concerns.** * **Obtain service user feedback and how you have used it to improve services.** | |
| **Answer**  **Max 500 words** |  |

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| **Q9. Managing delivery of calls** | |
| **Q9.1 Please provide a detailed response as to –**   * **How staff rotas will be arranged and managed.** * **How information on staff availability is managed.** * **How staff are matched to service users.** * **How you calculate and include travel time in rotas.** * **How communication takes place between the office and care workers during all service hours.** * **How the delivery of calls is monitored and responded to including out of normal office hours.** * **How performance reports will be provided.** | |
| **Answer**  **Max 500 words** |  |

**Providers wishing to be considered Tier 1 MUST complete Q9.2**

|  |  |
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| **Q9.2 For those with an Electronic Call Monitoring system –**   * **Please provide details of the electronic call monitoring system you are/intend using.** * **Please provide details of how staff will log in and out of visits.** | |
| **Answer**  **Max 500 words**  **Note - Response is not scored but for information only** |  |

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| **Q10. Social and added value** | |
| **Bidders should explain the additional value (beyond the scope of the specification) that their organisation will bring to the populations of St Helens in relation to Social Value and Added Value.**  **For example (but not limited to);**   * **Promoting employment and supporting the local economy** * **Education and training/work experience & volunteering opportunities** * **Environment & sustainability** * **Developing community capacity & sustainability of voluntary and community sector** * **Promoting Equity and fairness targeting those in greatest need & equitable procurement** * **Improving health and wellbeing**   **Other, please state** | |
| **Answer**  **Max 500 words** |  |

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| **Q11. E-Capability** | |
| **Q11.1 Is your company able to accept official communications by e-mail?** | |
| **Note - Response is not scored but for information only** |  |

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| --- | --- |
| **Q11.2 Can your company provide electronic invoices and reports in an agreed Microsoft Excel format?** | |
| **Note - Response is not scored but for information only** |  |

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| --- | --- | --- | --- |
| **Q12. Areas of Operation** | | | |
| **Please indicate the wards in which you would generally operate.**  **This is for information only**  **Please note that all new packages will be circulated to all providers on that Tier whether they have indicated that they operate in the ward or not.**  **Note - Response is not scored but for information only** | | | |
| **Ward** | **Operate Yes/No** | **Ward** | **Operate Yes/No** |
| Billinge and Seneley Green |  | Parr |  |
| Eccleston |  | Newton |  |
| Moss Bank |  | Bold |  |
| Rainford |  | Rainhill |  |
| Windle |  | Sutton |  |
| Blackbrook |  | Thatto Heath |  |
| Earlestown |  | Town Centre |  |
| Haydock |  | West Park |  |

**4.2 Section 2 – Price**

**This section is not evaluated as part of this ITT however the rates stated will be used when evaluating individual mini competitions for new packages of care from 1st December 2016.**

The position regarding existing packages of care is set out in 1.4.4 of this documnent.

Payment will be for the actual time delivered.

4.2.1 Please complete the following Pricing Schedule which requires the hourly rate you would charge for the provision of Domiciliary Care Services covered by this ITT.

**­­Hourly Rate**

The hourly rate is an all-inclusive rate for every hour the service is provided ie 7am to 11pm 365 days a year. The rate for calls less than one hour will be pro-rata i.e. half the rate for a 30 minute call and three quarters the rate for a 45 minute call. The inclusive price includes, but is not limited to, the following:-

* Weekend enhanced rates
* Bank Holiday enhanced rates
* Travel and Mileage costs
* Sickness Payments
* Training Payments
* Holiday entitlements

Bidders are asked to submit their standard hourly rate that will apply to new packages of care that start from 1st December 2016.

|  |  |
| --- | --- |
| **Hourly Rate** | **£** |

Bidders are also able to submit a different rate for specific wards should they believe that there may be additional costs in delivering care in these areas.

If you wish to submit a different rate for specific wards please enter the information in the table below.

|  |  |
| --- | --- |
| **Ward** | **Hourly Rate** |
|  |  |
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**Section 5. Timetable**

5.1.1 The tender process will be in accordance with the timetable below. This table is indicative. While we will make all reasonable efforts to abide by the timescales shown, we cannot guarantee that there will not be delays to any part of the process due to unforeseen circumstances.

|  |  |
| --- | --- |
| **Invitation to Tender Issue date** | Monday 18th December 2017 |
| **Last date for clarification questions** | Friday 5th January 2018 |
| **Invitation to Tender Return date** | Friday 26th January 2018 |
| **Successful & unsuccessful tenderers informed\*** | Friday 16th February 2018 |
| **Start of mandatory standstill (Alcatel) period\*** | Friday 16th February 2018 |
| **End of mandatory standstill (Alcatel) period\*** | Wednesday 28th February 2018 |
| **Anticipated contract award date\*** | Friday 16th February 2018 |
| **Contract Start Date\*** | 1st March 2018 |

\*Estimated Dates

**Section 6. Guidance Notes and Conditions of Tender**

6.1.1 Providers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Providers, when making their offer.

6.1.2 Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of Tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by Tenderers.

6.1.3 The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

6.1.4 Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.

6.1.5 The Council shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings or presentations or by any Tenderer who fails to respond by the deadline set.

6.1.6 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.

6.1.7 The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

**6.2 Confidentiality**

6.2.1 Any information disclosed in this Invitation to Tender or any ancillary documentation or otherwise obtained from the Council or its advisers must be treated as confidential information and should not be disclosed to any third party or used in any manner, except as necessary in responding to this Invitation to Tender.

6.2.2 The Council will, during the tender process, hold in as confidential information, commercially sensitive information provided by the Tenderer in relation to its tender, including the proposal supplied in response to this ITT and information disclosed at and in relation to presentations. Notwithstanding the forgoing provisions of this paragraph the Council shall be entitled to disclose such confidential information to its officers and employees, agents and advisors as necessary in relation to this procurement or if required to do so by law. The Council shall also be entitled to disclose confidential information supplied by the Tenderer in the event that it receives a request for information under the Freedom of Information Act (2000).

6.2.3 The copyright in all the Tender Documents and all the documents which constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

# Freedom of Information Act & Government Transparency Agenda

6.3.1 The Council has obligations and responsibilities under the Freedom of Information Act (2000) to provide on request, access to recorded information held by it. Bidders who consider that any information submitted in the Invitation to Tender document, or subsequently should not be disclosed to a third party because of its sensitivity should provide a schedule of that information.

6.3.2 The Schedule should contain:

* Full reasons as to why disclosure is considered to be likely to prejudice the commercial interest of the bidder and would therefore constitute an actionable breach of confidence. Please note that the commercial interest exemption is subject to a public interest test. That is, we (a public authority) can only withhold commercially sensitive information where the public interest in maintaining the exemption outweighs the public interest in disclosing information.
* Reasonable timescales during which that information should not be disclosed.

6.3.3 The Council have developed a Freedom of Information Policy that outlines the main obligations under the Act and the procedures to be followed when a request is received. This policy can be found on the Councils website under ‘Your Council/Contacting the Council’. This document is designed to provide specific guidance in respect of requests for procurement related information.

## Transparency

6.4.1 Under the Government’s Transparency Agenda, the Council has a duty (within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004), to publish online expenditure over £500.00 and to publish procurement documentation, including tenders and resulting contracts. Suppliers and those organisations looking to bid for public sector contracts should be aware that the Authority’s tender documentation and the resulting contract may be published if the contract has a value above a threshold determined by the Authority. Limited redactions may be made to such documentation before it is published; however redactions must be within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and are subject to the public interest test.

# Instructions to Bidders

* + 1. Following the expiry of any standstill period, the Council may be required to publish online the contract / agreement arising from this procurement, including associated schedules, technical requirements and proposals. At the same time, the Council is required to publish summary data about the contract. Summary data includes the following:
* Details of the authority / department to which the contract relates
* Scope of the contract
* Description of the contract
* Start and End dates and extension period if applicable
* Value
* Supplier name and type of organisation
  1. **Sharing Performance Information/Data**
     1. The Council may be requested to share performance data with key partners on a regional or national basis, for example for benchmarking purposes. Equally you are required to indicate if you feel that any such information/data may be exempt from disclosure.
     2. Bidders are therefore requested to indicate those parts of the contract which they consider to be exempt from disclosure under the Freedom of Information Act 2000, or if applicable the Environmental Information Regulations 2004, or to be restricted from external Commissioner viewing, by completing the attached redactions schedule. All redactions must be fully justified. Bidders are also required to indicate if any of the summary data which is to be published may be exempt from disclosure.
     3. The Council will be responsible for determining in its absolute discretion what provisions within the tender documentation, contract and summary data are exempt from disclosure and therefore which provisions may be redacted in the published versions. In doing so the Authority will take into account reasonable representations made by Bidders in the **redaction schedule below**, such representations should therefore be clear and provide the necessary evidence and justification for redactions.

### Exemptions to FOI requests / Redactions Schedule to be completed by Bidders

6.7.1 Bidders are required to complete the attached schedule in respect of:

* Information considered to be exempt from the Freedom of Information Act;
* Information to be redacted in any subsequent publication of contracts and tender documentation.

| **Document** | **Clause / Sub Clause** | **Specific text / numbers to be exempted / redacted** | **Applicable FOI exemption or EIR exception** | **Justification for the exemption / redaction including the identification of the specific harm that will be caused, the likelihood of the harm and the severity of the harm.** | **Public Interest Factors in relation to a Qualified Exemption** | **Time period of sensitivity** |
| --- | --- | --- | --- | --- | --- | --- |
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* 1. **Rejection of Tender**

6.8.1 In the event that the Tenderer has in respect of its tender:

1. entered into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made and/or
2. informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender, except where the disclosure is in confidence, of the amount of the Tender was necessary to obtain insurance premium quotations, or the surety for any performance bonds, or professional advice required for the preparation of the Tender and/or
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform the Council of the amount of the approximate amount of any rival Tender for the contract and/or
4. offered any inducement, fee or reward to any member or Officer of the Council or any person acting as an adviser to the Council in connection with the Procurement and/or
5. done anything which would constitute a breach of the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; and/or
6. directly or indirectly canvassed any member or official of the Council or any of its agents concerning award of the Contract or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer and/or
7. has done anything improper to influence the Council during the tender period and/or
8. has put any name or mark on the envelope in which the Tender is contained identifying the Tenderer and/or
9. has failed to use the English language

The Council shall be entitled to reject that tender and for the avoidance of doubt such rejection shall be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

* 1. **Tenderer’s Warranties**
     1. In submitting a Tender, the Tenderer warrants, represents and undertakes to the Council that:
  2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its Staff in connection with or arising out of the Tender are true, complete and accurate in all respects
  3. It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council or any of its or their agents.
  4. It has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council.
  5. It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council, which may adversely affect such financial standing in the future.
  6. It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

**7. Instructions for how to submit a tender response**

* + 1. All tenders will be processed in accordance with the Councils procurement procedures.
    2. Completed tender response documentation should be submitted via ‘The Chest’ portal by the specified deadline date submitting all relevant documentation.
    3. **All documentation must be returned electronically by 14:00 on Friday 26th January 2018.**
    4. You can find The Chest e-procurement portal at the following website:

https://www.the-chest.org.uk.

* + 1. Prospective service providers/suppliers should answer all questions and requirements as accurately and concisely as possible and follow the guidance in the tender document. Where a question is not relevant to the responder’s organisation, this should be indicated, with an explanation of an equivalent example.
    2. All statements must be entered into the supplier response template and be no longer than the stipulated word count per question.
    3. Policy documents and other supporting information must be referenced ensuring that the different sections are labelled with the question number and your company name.
    4. Responses will be evaluated in accordance with the criteria set out in the tender documentation. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to consider alternative procurement options.
    5. Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that service providers/suppliers will not be successful.
    6. ‘The Chest’ has help guides to the right of the screen that will assist in using the e-tendering system. If you have any queries relating to the electronic e-tendering system please call or email:

Due North telephone helpline: 01670 597137

Email: [support@due-north.com](mailto:support@due-north.com)

* + 1. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
    2. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
    3. The Tender (including price) should remain valid for a minimum period of 90 days until a decision is reached. Pricing will remain the same throughout the contract duration, unless agreed otherwise by both parties.
    4. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
  1. **Document Checklist**

7.2.1 Bidders should ensure that they return the following documentation in their response.

|  |  |
| --- | --- |
| **Document** | **Location** |
| Declaration Of Service Of The Ability To Meet Service Specification (2.2) | Section 2 of this document |
| Completed Service Specific Questions (Section 4.1 – Quality) including Price (Section 4.2 – Price) | Section 4 of this document |
| Freedom Of Information Exemption | Section 6.7 of this document |
| Suitability Questionnaire (plus supporting documentation) | Appendix A |