

# Devon County Council

## INVITATION TO TENDER (ITT)

CP1341-16 Social Care Assessment Reviews

Open Procedure

<b>Tenderer to insert their company/organisation name</b>

**The full ITT tender document must be completed and returned in the published format i.e. Microsoft Word. Failure to comply with this instruction may result in your bid being removed from the Procurement Process.**

## TENDERERS CHECKLIST

Failure to make a FULL Tender Response may result in your Tender Response being incomplete and removed from the Procurement Process. If you are in doubt please submit a question via 'Messaging' section within ProContract

Document	Section	Title	Action	I have uploaded this in a Microsoft Word format Yes/No
This ITT Document	Front Page	Insert Tenderer details box	To be completed by the Tenderer ticking appropriate box.	
This ITT Document	Tenderer Checklist	Tenderer Checklist	To be completed and returned by the Tenderer.	
This ITT Document	A1.32	Invitation to tender certification (Declaration)	To be completed, signed and returned by the Tenderer.	
This ITT Document	A3	Certificate of Undertaking and absence of collusion	To be completed, signed and returned by the Tenderer.	
This ITT Document	Section E1	Selection Criteria Questions	To be completed and returned by the Tenderer.	
This ITT Document	Section E2	Award Criteria Questions	To be completed and returned by the Tenderer.	
This ITT Document	Section E3	Pricing Schedule	To be completed using template provided and to also be signed by the Tenderer.	
Appendix A	DCC Information and Security Questionnaire		The Preferred Tenderer will be required to sign but all Tenderers will need to agree in principle to sign.	Not Required
Appendix B	DCC Data Processing Agreement		The Preferred Tenderer will be required to sign but all Tenderers will need to agree in principle to sign.	Not Required
Appendix C	DCC PSN Agreement		The Preferred Tenderer will be required to sign but all Tenderers will need to agree in principle to sign.	Not Required
Appendix D	Appendix D Terms and Conditions		The Preferred Tenderer will be required to sign but all Tenderers will need to agree in principle to sign.	Not Required

## Executive Summary

Devon County Council is the Contracting Authority for the CP1341-16 Social Care Assessment Reviews as detailed in Section B - Specification of this ITT Document.

The Services fall within regulation 27 of the Public Contracts Regulations 2015 and the procurement shall be carried out in an open, transparent and proportionate manner, in accordance with section 3 of the Regulations and the procedure set out in this document

Contract Title	CP1341-16 Social Care Assessment Reviews
Contract Description	<p>DCC are seeking to award a contract for the delivery of care reviews and associated administration for Adult Care Operations and Health.</p> <p>The key strategic priorities are ensuring eligible needs of the person are appropriately met and identify responsible financial savings to the persons care package.</p> <p>The review process includes but is not limited to:</p> <ul style="list-style-type: none"> <li>o Considering information on the person's file;</li> <li>o Gathering information from other agencies involved with the person;</li> <li>o Meeting with the person directly and where applicable consulting with their representative;</li> <li>o Re-assessing the persons needs and eligibility where appropriate;</li> <li>o Considering personal and community assets that are available to support;</li> <li>o Evaluating how effective their support has been in achieving the outcomes that are important to the person;</li> <li>o Exploring options for them becoming more independent;</li> <li>o Quality Assuring each completed care review;</li> <li>o Agreeing changes to the care and support plan with the person and/or their representative;</li> <li>o Provider engagement / negotiation;</li> <li>o Inputting the quality assured care reviews into CareFirst.</li> </ul> <p>The objectives of this contract are:</p> <ul style="list-style-type: none"> <li>o To procure suitable resources to successfully conduct 400 priority focussed Medium to High Cost Case reviews in order to realise substantial net cost savings to Devon County Council (DCC) with the first 5 months and potentially more in the future.</li> <li>o To achieve this whilst working collaboratively with the individual to ensure that the needs of the reviewed person are met.</li> <li>o To communicate feedback and learning to help improve future DCC processes and procedures.</li> </ul>
Purchasing Authority	Devon County Council
Contract Value	<p>Please Note: the contract has an indicative budget for 5 months at £160,000.</p> <p>There is no guarantee of volumes of business or spend.</p> <p>Within this contract spend is between £32,000 - £500,000</p>
Contract Duration	24 Months with the option to extend by a further 2 separate periods of 12 months subject to availability of budget and meeting the objectives of this contract.

The proposed timetable for this Procurement Process is as follows:

Proposed Date / Time	Procurement Process Event
14/12/2016	Advertisement in OJEU/Contracts Finder/ProContract
12:00 on 06/01/2017	Final date that DCC will accept tender clarification questions
12:00 on 13/01/2017	<b>Closing date for Tender Submissions – see Conditions of Invitation (Qualification) 18</b>
16/01/2017 – 03/02/2017	Evaluation of Tenders and shortlisting

06/02/2017 (Single date)	Preferred supplier status recommended
06/02/2017	Preferred supplier/s and unsuccessful supplier/s notified (commencement of standstill period)
17/02/2017	Award of Contract
27/02/2017	Commencement Date

**Please Note:** Whilst the schedule timelines the anticipated key dates in the Procurement Process, this data is offered as information only and for planning purposes. The Authority does not bind itself strictly to the above timetable. Should circumstances dictate a change to the proposed timetable Tenderers will be informed as soon as possible.

#### **Contact Name and details of Authorised Officer**

Ben Jones MCIPS  
Senior Procurement and Contracts Officer  
Devon County Council,  
Devon Procurement Services  
County Hall,  
1st Floor The Annexe,  
Topsham Road,  
Exeter,  
Devon,  
EX2 4QD

Tel: 01392 383000

Please Note: If you require technical support while using ProContract please contact the ProContract Technical Helpdesk by either emailing: [swsupport@due-north.com](mailto:swsupport@due-north.com) or telephoning 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

## CONTENTS

<b>Section A – Invitation and Background Information</b>		<b>Page</b>
A1	Invitation to Tender certification <i>(to be signed by Tenderer)</i>	6
A2	Definitions	12
A3	Certificate of Undertaking and Absence of Collusion <i>(to be signed by Tenderer)</i>	14
A4	A Guide to the Competitive Process and Instructions for Acknowledgement and Completion of Tender	15
<b>Section B – Specification</b>		<b>Page</b>
B1	Specification	18
<b>Section C – DCC Terms and Conditions of Contract for Goods &amp; Services</b>		22
<b>Section D – DCC Special Terms and Conditions of Contract for CP1341 -16 Social Care Assessment Reviews</b>		23
<b>Section E1 – Selection Criteria</b>		24
<b>Section E2 – Award Criteria questions</b>		43
<b>Section E3 – Pricing Schedule</b>		47
<b>Appendices</b>		
<b>Appendix A</b>	Information Security Questionnaire	Attached
<b>Appendix B</b>	Data Processing Agreement	Attached
<b>Appendix C</b>	PSN Agreement	Attached
<b>Appendix D</b>	Terms and Conditions	Attached

## A1 Conditions of ITT

<p style="text-align: center;"><b>Invitation to Tender No:</b></p> <p style="text-align: center;"><b>CP1341-16 Social Care Assessment Reviews</b></p>	<p style="text-align: center;"><b>DEVON COUNTY COUNCIL</b>  Devon Procurement Services  First Floor The Annex, County Hall,  Exeter, Devon EX2 4QD</p>
<p><b>Tender for:</b> CP1341-16 Social Care Assessment Reviews</p> <p><b>Period of Contract:</b> 24 Months with the option to extend by a further 2 separate periods of 12 months subject to availability of budget and meeting the objectives of this contract.</p>	<p><b>Tender Response Deadline 12:00 Noon on:</b> Friday 13th January 2017</p>

A1.1 Tenders are invited for the supply of the services specified and or described in the ITT and any Associated Documents relating to this ITT.

A1.2 The Contract shall be subject to The Authority's Standard Conditions of Contract detailed within Section C of this ITT.

Wherever Special Conditions of Contract (Section D) are contained in this ITT, the Contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with The Authority's Standard Conditions of Contract, the special conditions shall prevail.

**Any Tender Response made that is subject to additional or alternative conditions not detailed within this ITT and any Associated Documents may not be considered and may be removed on the grounds of such conditions alone.**

A1.3 The information you provide within your Tender Response to this ITT and Any Associated Documents will be relied upon and will be taken to be true and accurate. If subsequently it is determined that any information supplied was not accurate and was relied upon (for example, for evaluation purposes), then The Authority reserves the right to remove any Tender Response from the Procurement Process (if still under evaluation) or if the Contract has been awarded and the information inaccurately supplied had a significant bearing on the award then the Authority shall be at liberty to terminate the Contract.

A1.4 The Authority does not bind itself to accept the lowest or any Tender Response, and reserves the right to accept a Tender Response either in whole or in part, for such requirements specified in the ITT, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.

Award of Contract or promotion to a framework does not however imply any representation by the Authority as to the Tenderer's financial stability, technical competence or ability in any way to carry out the services.

A1.5 The Authority reserves the right, subject to relevant laws, and at any time, to reject any Tender Response and/or to terminate discussions with any of the Tenderers.

A1.6 This ITT together with any other Associated Documents provided at any time during the Procurement Process has been and will be provided in the interests of assisting Tenderers to develop their proposals. It is intended only as an explanation of The Authority's requirements and is not as a representation to induce any Tenderer to enter into any form of Contract with The Authority.

A1.7 Also the ITT and any Associated Documents provided does not purport to be all-inclusive or to contain all the information that the Tenderer may require. Tenderers must take their own steps to verify information which they use, and must make an independent assessment of the opportunity described in this ITT and any Associated Documents after making such investigation and taking such professional advice as they deem necessary.

A1.8 Neither The Authority nor any of its directors, officers, employees, agents who now or at any time become concerned with the Procurement Process shall be considered to make or be deemed to have

made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information contained in this ITT and any Associated Documents. However The Authority does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.

- A1.9 Neither The Authority nor its professional advisors shall be liable for any loss or damage arising as a result of reliance on the information in this ITT and any Associated Documents, or any associated documents or other information subsequently or previously provided, nor for any expenses incurred by Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of The Authority any such liability.
- A1.10 Tenderers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from them in connection with their Tender Responses whether incurred directly by them or their advisors or Sub Contractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this ITT and/or any Associated Documents issued by The Authority at any time. For the avoidance of doubt, The Authority shall have no liability whatsoever to Tenderers for the costs of any discussions or communications.
- A1.11 The information in this ITT and any other Associated Documents is made available on condition that it is treated as confidential by the Tenderers and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a Tender Response. For example disclosure by a Tenderer to its insurers and funders who are directly involved in the Tender Response, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of The Authority) to keep such information confidential.
- A1.12 Other than as specified above, Tenderers shall not make any of the information referred to in A1.11 available to any other parties in any circumstances without the prior written consent of The Authority nor use it for any purpose other than that for which it is intended.
- A1.13 Tenderers shall be responsible for the confidentiality of their own information.
- A1.14 This ITT and any Associated Documents is the copyright of The Authority. No party shall reproduce any of the ITT or any Associated Documents in any material form (including but not limited to photocopying or storing it in any medium by electronic means) without the written permission of The Authority, other than for use strictly for the purpose of preparing their Tender Responses. This ITT and any Associated Documents at any time issued as supplemental to it are and shall remain the property of The Authority and must be returned or destroyed upon demand.
- A1.15 Any Tenderer who, in connection with this tender:
- A1.16.1 offers any inducement, fee or reward to any member or officer of The Authority or any person acting as an advisor for The Authority; or
- A1.16.2 does anything which would constitute a breach of the Bribery Act 2010; or
- A1.16.3 contacts any officer of The Authority about any aspect of the tender, except as authorised by this ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the Project or for soliciting information in connection with the Project, will be disqualified from any further involvement in the Procurement Process (without prejudice to any other civil remedies available to The Authority and without prejudice to any criminal liability, which such conduct by a Tenderer may attract).
- A1.17 Tenderers must advise The Authority as soon as practicable in the event of a conflict of interest arising in respect of a Tenderer's Tender Response. In such circumstances, The Authority may require further information from Tenderers but reserves the right to disqualify a Tenderer from further involvement in the Procurement Process.
- A1.18 In the event of any inconsistency, this ITT and any Associated Documents will take precedence over any documents previously issued by The Authority in relation to any project work preceding this Procurement Process.
- A1.19 The laws of England and Wales shall apply to this ITT and any Associated Documents, and the Tender Responses.

- A1.20 The Authority reserves the right to disregard Tender Responses it considers as Non-Compliant unless exceptional extenuating circumstances prevail, of which The Authority will be the final arbiter. The Authority will reject any Tender Response that is:
- A1.20.1 not in accordance with the Section A1 Conditions of Invitation within this ITT and all other instructions issued by The Authority during the Procurement Process; and/or
- A1.20.2 received after the Tender Response Deadline specified in this ITT.
- A1.21 The Authority reserves the right to stop the Procurement Process at any stage.
- A1.22 Tenderer's must satisfy themselves that they are eligible to take part in this tender and would not be subject to exclusion as a result of meeting any of the grounds set out in regulation 57 of the Public Contracts Regulations 2015 (Exclusion grounds). A copy of the Public Contracts Regulations 2015 can be found at <http://www.legislation.gov.uk/ukxi/2015/102/contents/made>. By signing the declaration at section A1.32 below you are confirming that you do not meet any of the exclusion grounds.**
- A1.23 Prior to Contract Award Tenderers will be required to hold firm the prices submitted in their Tender Response to supply for a minimum 180 days and no increase will be accepted prior to award of the Contract. Section E3 - Pricing Schedule will determine the price post Contract Award.
- A1.24 ***Tenderers are to inform themselves fully***
- A1.24.1 On submitting a Tender Response to this ITT, it is the Tenderer's responsibility to ensure they fully understand the requirements. Any pre-tender clarification which the Tenderer requires to assist with this can be organised through a message via ProContract.
- A1.24.2 The Tenderer shall be deemed to have understood the nature and extent of the services required and no claim may be founded on failure so to do.
- A1.25 ***PSN Agreement***
- A1.25.1 Tenderers may be required to sign a Devon County Council 'Public Sector Network agreement' which will be provided for signature if your organisation is shortlisted. This only applies to a Tenderer that will have access to the DCC network.
- A1.25.2 Tenderers must satisfy themselves at this stage in the Procurement Process that they are able to sign the attached PSN agreement (Appendix C). It is a condition of the Contract that Tenderers agree and sign the terms. If Tenderers are unable or unwilling to do this, The Authority reserve the right to withdraw their Tender Response
- A1.26 ***Alternative Bids***
- A1.26.1 'Alternative Bids' will not be accepted whether accompanied by a Compliant Bid or not.
- A1.27 *Intention to Tender (or otherwise)***
- A1.27.1 New users to ProContract ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)) must register first to obtain a user name and password before returning to this opportunity. Tenderers should refer to the help link under Useful Links that provides guidance on how to register and use ProContract.
- A1.27.2 Tenderers interested in this opportunity must express their interest by clicking on the 'Register interest in this opportunity' within the Business Opportunity Advert.
- A1.27.3 Once suppliers have expressed their interest they can access the final useable tender documentation from 'My Activities' on the home page.
- A1.28 *Pre and Post Tender Clarification***
- A1.28.1 Upon commencement of the Procurement Process Tenderers must not approach any member of The Authority in relation to the ITT and any other Associated Documents. Tenderers must use the 'Messaging' facility on ProContract if they require clarification on any aspect of the Procurement Process, ITT and any other Associated Documents.



- A1.28.2 When creating a clarification question through the 'Messaging' facility Tenderers must ensure the subject title is relevant to the question.
- A1.28.3 Any information that The Authority dispenses in response to clarification questions will be distributed to all participating Tenderers as opposed to solely the Tenderer that requested the information. The only circumstances in which this procedure may be waived is if a Tenderer considers their enquiry to be innovative to their Tender Response or commercially sensitive, in which case this should be clearly identified within the clarification question. The Authority will decide whether the clarification question and its response to is deemed innovative or commercially sensitive to the Tenderer's Tender and if not considered to fall within that category the Tenderer will be informed so they may make a decision whether to continue the line of enquiry.
- A1.28.4 Clarification questions together with the answers will be posted within the 'Messaging' facility on ProContract and automatic e-mails will be sent to Tenderers informing them that a new message has been posted and that they must visit the website to view it, as well as the notification area within the system. If the Tenderer has unsubscribed to the emails then the notification will only appear in the general notifications area within ProContract.
- A1.28.5 Tenderers 'Registering interest in this opportunity' after clarification answers have been posted will not receive notification these messages are available for viewing.
- A1.28.6 It is the Tenderers responsibility to ensure they have read and understood all clarification questions and answers available within the Messaging section of ProContract. It is in the Tenderers interest to visit the Messaging section regularly as clarifications may fundamentally affect their planned Tender Response.
- A1.28.7 The final date that The Authority will accept tender clarification questions will be 12:00 on Friday 6th January 2017
- A1.28.8 The Authority reserves the right to require the Tenderers to clarify or elaborate any aspect of its Tender Response. The Authority may issue clarification questions related to the Tender Response through the Messaging section of ProContract. Clarification questions may be issued by The Authority at any time during the Procurement Process.
- A1.28.9 The Tenderer shall provide its response to clarification questions in full within the time specified within the clarification question. Failure to respond fully or in a timely manner to the clarification questions may result in a Tenderer being removed from the Procurement Process.
- A1.28.10 The Authority may contact (or may require the Tenderer to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in the Tender Response, to ask that they testify that information supplied in the Tender Response and / or any clarification questions is accurate and true.
- A1.28.11 The Authority reserves the right to seek third party independent advice or assistance to validate any information submitted by a Tenderer to assist in the evaluation of the Tender Response.
- A1.28.12 Abnormally low tenders, where The Authority receives a Tender which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Tenderer to explain in writing the price or cost proposed. The Authority shall assess the information provided by the Tenderer and will remove the Tender Response from the Procurement Process where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## **A1.29 Attachments**

- A1.29.1 Attachments to the ITT, for example Appendices or Annex's can only be submitted when these have been specifically requested by The Authority. Attachments must be submitted as separate documents preferably as PDF files, they must be clearly named so that it is obvious what each attached file contains and what the attachment relates to. For clarity and for the avoidance of any doubt the ITT document itself MUST be submitted in the published format. Failure to attach the ITT document in the published format, i.e. Microsoft Word, may result in the Tender Response being removed from the Procurement Process.
- For example, if you are requested in the ITT to explain your organisation structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of

the Staff structure, these should be called "Management Structure" and "Staff Structure" respectively and reference the evaluation question they relate to.

A1.29.2 Attachments that have not been requested as part of the Tender Response will be ignored and will not be taken into consideration as part of the evaluation process.

### **A1.30 Return of Tender Documentation**

A1.30.1 The Authority is using a secure (hosted) electronic tendering system ProContract

A1.30.2 User guides are available from the Help menu throughout the ProContract system. Tenderers are advised to make themselves familiar with the user guides contents prior to uploading your Tender Response by using the topics within the 'Help' menu located on the header bar of all pages.

A1.30.3 In order to complete the ITT and any Associated Documents required, the Tenderer must download the ITT and any Associated Documents required.

A1.30.4 Tender Responses must be uploaded to the correct area of ProContract in accordance with these instructions and the stated deadline for Tender Responses. Tenderers should be aware that The Authority is unable to open any Tender Response until after the stated deadline. Until this time, Tenders Responses are stored in a secure area and cannot be accessed in any manner by any Authority staff.

**A1.30.5 It is your responsibility to ensure that your Tender Response is submitted prior to the Tender Response Deadline. Please ensure that you leave sufficient time to upload and submit your Tender Response.**

**A1.30.6 NOTE it is not possible to complete the ITT or any Associated Documents on ProContract.**

**A1.30.7 The full ITT tender document must be completed and returned in the published format i.e. Microsoft Word. Failure to comply with this instruction may result in your Tender Submission being removed from the Procurement Process.**

A1.30.8 Your Tender Response must only be submitted through ProContract (this may be submitted at any time prior to the Tender Response Deadline), specifically - via the ITT event section 'Start My Response' for tender opportunity CP1341-16 Social Care Assessment Reviews. Tenderers must not submit their Tender Response via the messages function of ProContract under any circumstances. The ProContract server timestamps (GMT) Tender Responses when they are submitted.

**A1.30.9 Tender Responses submitted after the Tender Response Deadline will not be considered and will be removed from the Procurement Process**

**A1.30.10 Tender Responses may be removed from the Procurement Process if they are not properly completed.**

A1.30.11 Tender Responses which are, e-mailed, posted, hand-delivered or faxed to The Authority will not be considered and will be removed from the Procurement Process.

A1.30.12 If signatures are required either by the Tenderer or a third party i.e. a bank Authority, or insurance certificate, electronically completed versions are acceptable for tendering purposes, although fully signed hard copies of these forms will be required from Tenderer(s) prior to the Contract Award.

A1.30.13 If you require technical support while using ProContract please contact the ProContract Technical Helpdesk by either emailing: [swsupport@due-north.com](mailto:swsupport@due-north.com) or telephoning 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays). The ProContract Technical Helpdesk is only able to assist with ProContract technical queries. Any tender clarification questions must be directed through the Messaging section of ProContract for The Authority to respond to.

### **A1.31 Transfer of Undertaking for the Protection of Employment - TUPE**

A1.31.1 This is a new contract therefore there are no TUPE implications in relation to this contract.

## A1.32 – Declaration

### ***To The Authority***

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by The Authority of my / our Tender Response either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications (*if any*), as are contained or incorporated in The Authority's ITT. I / We agree and declare that the acceptance of this tender by letter on behalf of The Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, and, I / We agree to enter into a further agreement for the due performance of the Contract.

*Signed	
Date:	
Name: ( <i>in block capitals</i> ):	
In the capacity of: ( <i>State official position, ie Director, Manager, Secretary etc</i> ).	
on behalf of:	
Company / Organisation Name	
Postal address	
Telephone No:	
Fax No	
E-mail	
*Company Registration Number and legal form	

*\*(It must be clearly shown whether the Tenderer is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Tenderer, the capacity in which he/she signs or is employed).*

**Please Note: Failure by the Tenderer to sign this declaration may result in their Tender Submission being removed from the Procurement Process**

## A2: Definitions

<b>(The) Authority</b> shall mean:	Devon County Council
<b>Associated Documents</b> shall mean:	All documents released at tender launch date, and subsequent documents released throughout the Procurement Process.
<b>Authorised Representative</b> shall mean:	Any employee of The Authority or the Contractor empowered to make decisions relating to this Contract, on behalf of their organisation
<b>Award Criteria Questions</b> shall mean:	Section E2 – Award Criteria Questions. Questions EA1 to EA8
<b>Commencement Date</b> shall mean:	27/02/2017
<b>Contract Award</b> shall mean:	The period of time at which the Contract will be formally awarded to the Preferred Tenderer(s)
<b>Contract</b> shall mean:	The agreement between the Authority and the Contractor for the provision of services being the subject of this Tender, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>Contractor</b> shall mean:	The person, firm, organisation or company named as such in the Contract as responsible for carrying out the Contract and shall include the Contractor's legal personal representatives, successors and permitted assigns
<b>DCC</b> shall mean:	Devon County Council
<b>Due Diligence</b> shall mean:	Due Diligence is a stage during the Procurement Process whereby The Authority will assure itself that all Tenderers comply with the Section E1 - Selection Criteria.
<b>ESPD</b> shall mean:	European Single Procurement Document
<b>Implementation Phase</b> shall mean:	The period of time between Contract Award and the Commencement Date of the Contract.
<b>ITT</b> shall mean:	Invitation to Tender
<b>MEAT</b> shall mean:	Most Economically Advantageous Tender as outlined within the EU Procurement Directives
<b>Offer to Supply</b> shall mean:	The ITT document fully completed by the Tenderer and returned to DCC by the means indicated within this documentation.
<b>Preferred Tenderer(s)</b> shall mean:	The Tenderer to which the authority intends to become the Contractor subject to the expiry of the Standstill Period.
<b>ProContract</b> shall mean:	<a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a>
<b>Procurement Process</b> shall mean:	The period of time from the initial OJEU PIN or OJEU Contract Notice until Contract Award.
<b>PSN</b> shall mean:	Public Service Network. The public service network of networks delivered through multiple service providers
<b>Quality Band Definition</b> shall mean:	The definitions within Figure 1 Scoring Matrix and Marking Guidelines
<b>Selection Criteria</b> shall mean:	The criteria and questions contained within Section E1 – Selection Criteria
<b>Services</b> shall mean:	The Services to be delivered by or on behalf the Contractor(s) under the Contract as more particularly described in the Specification.
<b>Specification</b> shall mean:	Section B of this ITT
<b>Standstill Period</b> shall mean:	The period of time mandated under 87 of the Public Contracts Regulations 2015
<b>Sub- Contract</b> shall mean:	Any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party.
<b>Sub-Contractor(s)</b> shall mean:	The Contractor(s) or Supplier(s) that enter into sub contract with the Contractor(s).
<b>Tender Response</b> shall mean:	The tender submitted by the Tenderer before the Tender Response Deadline in response to tender reference CP1341 - 16 Social Care Assessment Reviews
<b>Tender Response Deadline</b> shall mean:	12:00 Friday 13 <sup>th</sup> January 2017

<b><i>Tenderer</i></b> shall mean:	Any organisation that has registered an interest and have responded to this Invitation to Tender
------------------------------------	--

## A3: Certificate of Undertaking and Absence of Collusion

The Tenderer must sign the below Certificate of Undertaking and Absence of Collusion (at foot of page), clearly indicating whether they sign as a Consortium or Member of a Consortium (box A), or as a single body and/or individual (box B) by inserting an X next to the applicable box.

**Failure to do so may result in the Tenderers Tender Response being removed from the Procurement Process**

<p><b>Box A - Consortium</b></p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> <li>(a) the consortium's tender is bona fide and intended to be competitive and the consortium has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person outside the consortium;</li> <li>(b) the consortium has not entered into any agreement with any person outside the consortium that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;</li> <li>(c) the consortium has not informed any person outside the consortium other than the person calling for the tender the amount or approximate amount of the tender or proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;</li> <li>(d) the consortium has not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.</li> <li>(e) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.</li> </ul>	
<p><b>Box B – Single Body and/or Individual</b></p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> <li>(a) My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;</li> <li>(b) I/we have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;</li> <li>(c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;</li> <li>(d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.</li> <li>(e) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.</li> </ul>	

Organisation / company name:	
Signed (Duly authorised agent of the Tenderer)	
Date	
Position held	

---

## A4: Guide to the Procurement Process for Tenderers

---

This guidance provides useful information on the key stages that all Tenderers should be aware of

### **A4.1.1 - Section E1 - Selection Criteria**

Selection Criteria is a series of questions that all Tenderers must answer and is used by The Authority to determine that Tenderers meet regulation 57 (please see below) and have the appropriate economic, financial, technical and professional ability to perform the requirements of the contract.

All Tenderers must comply with regulation 57 of the Public Contracts Regulations 2015  
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>.

Any Tenderers who do not fully meet the requirements of Regulation 57 or Section E1 - Selection Criteria, or misrepresent any information or evidence provided will be removed from the procurement Process at this stage of the Procurement Process and will not progress to Section E2 Award Criteria Questions stage.

All Tenderers that meet the requirements detailed within Section E1 - Selection Criteria will be taken forward to Section E2 - Award Criteria Question stage

### **A4.1.2 - Section E2 - Award Criteria Questions**

Award Criteria Questions are a series of questions that all Tenderers must answer to demonstrate their ability to deliver the requirements of the Specification, and are used by The Authority to determine the quality of a Tender Response.

Tenderer's answers to the Award Criteria Questions will be evaluated and scored. The details of the scores and weightings of these Award Criteria Questions are given in Section E2 - Award Criteria Questions.

Tenderer's answers to the following questions must score at least 60% for each of these individual questions. EA1, EA2, EA3 and EA5. Failure to score at least 60% for one or more of these questions result in your Tender Submission being removed from the procurement Process at this stage of the Procurement Process and will not progress to Section E3 Pricing Schedule stage.

### **A4.1.3 – Section E3 - Pricing Schedule**

Pricing Schedule is a section that all Tenderers must complete in line with the instructions detailed within Section E3 and is used by The Authority to determine the price of the contract. Tenderer's response to the Section E3- Pricing Schedule will be evaluated and scored.

The evaluation of Section E3 - Pricing Schedule will be conducted by a separate evaluation panel to the Evaluation panel evaluating section E2 Award Criteria Questions. This score will contribute to the Final Score for the Tender

### **A4.1.4 – Final Score**

To arrive at a final score for each Tenderer. Each Tenderers score from Section E3 – Pricing Schedule will be combined with their score from Section E2 – Award Criteria Questions to determine the final score for each Tenderer. This will determine the Most Economically Advantageous Tender(s) (MEAT) for The Authority.

### **A4.1.5 – Due Diligence**

Due Diligence is a stage during the Procurement Process whereby The Authority will assure itself that all Tenderers comply with the Section E1 - Selection Criteria.

The Authority will conduct the Due Diligence prior to the Standstill Period. By The Authority conducting Due Diligence with any Tenderer it should not be misinterpreted as any form of award of contract. Tenderers must comply with all requests for information during Due Diligence and must reply promptly to all requests.



#### A4.1.6 – Standstill Period

Is a mandatory period of time where no action is performed by The Authority regarding the contract. Please refer to regulation 87 of the Public Contracts Regulations 2015  
<http://www.legislation.gov.uk/uksi/2015/102/contents/made>

#### A4.1.7 - Contract Award

Once the Standstill Period is complete The Authority will award the contract to the 'Preferred Tenderer(s)' and implementation of the new contract can start.

### A4.2 Evaluation / Scoring Methodology

A4.2.1 All Section E2 - Award Criteria Questions will be evaluated in accordance with the criteria as set out within each of the questions

A4.2.2 Scoring Matrix and Marking Guidelines: Scored questions will be evaluated in accordance with 'Figure 1 Scoring Matrix and Marking Guidelines' below:

**Figure 1 Scoring Matrix and Marking Guidelines**

Percentage of Score Awarded	Quality Band	Quality Band Definition
0	No Response	<b>Very Poor or No Response</b> The response provides no confidence
20	Unacceptable	<b>Poor</b> The response provides very little confidence
40	Inadequate	<b>Unsatisfactory</b> The response provides some confidence but not to an acceptable degree
60	Adequate	<b>Satisfactory</b> The response provides an acceptable degree of confidence
80	Good	<b>Good</b> The response provides a good degree of confidence
100	Excellent	<b>Excellent</b> The response provides a high degree of confidence

#### Tender Evaluation Methodology

A4.2.2.i There will be an evaluation panel for the Section E2 Award Criteria Questions, these evaluation panel members will, on an individual basis for each Tenderer's response to a question; decide which 'Quality Band Definition' most accurately describes the response will record the corresponding 'Score Awarded' and the strengths and weaknesses of the response.

A4.2.2.ii The 'Score Awarded' will correspond to the 'Quality Band Definition' detailed in the scoring matrix (i.e: 0, 20, 40, 60, 80, or 100). No other scores will be used.

A4.2.2.iii To ensure that the evaluation is objective a moderation process will then be undertaken with the evaluation panel to discuss and agree overall single consensus score for each response where individual evaluator scores differed in relation to a bidder's response to a question. If the evaluators cannot agree on a score for one or more responses, then the majority score will be selected as the consensus score; the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s).



- A4.2.2.iv Each question will have a corresponding weighting which is published within the Section E2 - Award Criteria Questions.
- A4.2.2.v The corresponding weighting is applied to the single consensus score for each question to provide weighted consensus score.
- A4.2.2.vi All weighted consensus scores will then be added together to give a total quality score in line with overall quality weighting as specified Section E2 – Award Criteria Questions.
- A4.2.2.vii At each stage of the process all mathematical results will be rounded to two decimal places.

### **A4.2.3 - Price Evaluation Methodology**

- A4.2.3.i The Tenderers price will be calculated and weighted in accordance with the instructions detailed in Section E3 - Pricing Schedule.

### **A4.2.4 - Final Evaluation Score**

- A4.2.4.i To arrive at a final score for each Tenderer. Each Tenderers score from Section E3 – Pricing Schedule will be combined with their score from Section E2 – Award Criteria Questions to determine the final score for each Tenderer. This will determine the Most Economically Advantageous Tender(s) (MEAT) for The Authority.

**For a full working example of the Evaluation / Scoring Methodology, please refer to Schedule 1**

---

## SECTION 'B': Specification

---

Devon County Council is seeking to award a contract for the delivery of care reviews and associated administration for a two year period.

Please Note: at this stage Devon County Council can only commit to 400 care reviews and associated administration within a fixed timeframe of five months. Future care reviews are subject to availability of budget and the success of the 400 care reviews.

The review process will include:

- Consider information on the person's file;
- Gather information from other agencies involved with the person, including health professionals and other service providers
- Meet with the person directly and where applicable consulting with their representative;
- Re-assess the persons needs and eligibility where appropriate;
- Consider personal and community assets that are available to support the person;
- Evaluate how effective their support has been in achieving the outcomes that are important to the person;
- Explore options for the person to become more independent.
- Quality Assure each completed care review
- Input the quality assured care reviews into Care First

The persons personal budget may need to be re-estimated where needs have changed or where the previous assessment was carried out prior to March 2015

The completed reviews will be input onto Care First, using DCC forms and processes.

The objectives of this contract are:

- To procure suitable resources to successfully conduct 400 priority focussed High Cost Case reviews in order to realise substantial net cost savings to Devon County Council (DCC).
- To achieve this whilst working collaboratively with the individual to ensure that the needs of the reviewed person are met.
- To communicate feedback and learning to help improve future DCC processes and procedures.

The Contractor must undertake an individual care review for 400 people identified by Devon County Council over the first 5 months of the contract. The review process for these 400 hundred reviews and any future reviews over the lifetime of the contract that must be adhered to includes, but is not limited to:

- Considering information on the person's file;
- Gathering information from other agencies involved with the person, including health professionals and other service providers
- Meeting with the person directly and where applicable consulting with their representative;
- Re-assessing the persons needs and eligibility where appropriate;
- Considering personal and community assets that are available to support;
- Evaluating how effective their support has been in achieving the outcomes that are important to the person;
- Exploring options for them becoming more independent.
- Quality Assuring each completed care review
- Inputting the quality assured care reviews into Care First

The people who are in need of having their care needs and support arrangements reviewed include:

- Adults with physical disability who have previously been assessed as eligible for Local Authority funded care and support; and where DCC funded provision is in place (including Direct Payments)
- Adults with learning disability who have previously been assessed as eligible for Local Authority funded care and support; and where DCC funded provision is in place (including Direct Payments)

Some people will be overdue for having their needs, eligibility and support reviewed, and may not have been assessed against Care Act criteria (i.e. most recent assessment or review pre-dates implementation of the Care Act).

Although people will predominantly be living in their own home in the community, some will be living in residential or nursing care settings. Some if not most will have multiple health conditions and may have been supported by significant packages of care.

It is anticipated that an individual review may take up to four weeks to complete (including an estimated two weeks of commercial or contracting negotiation with care providers). The provider must ensure that reviews are completed within a timely manner and that no more than 100 reviews are 'in progress' at any given point.


The Contractor must complete all of the 400 care reviews and associated administration within the 5 month contracted period.

Over the lifetime of the contract, the reviews which will be undertaken by the Contractor must:

- Work collaboratively with the person to identify and resolve their immediate priority concerns and pass on all concerns which cannot be resolved by the Contractor to DCC's Community Team in a timely manner;
- Apply legislation (Care Act and Mental Capacity Act ), national and local policy (including National Framework for NHS Continuing Care, and DCC Fair and Affordable Care policy (a copy of this policy has been attached under Appendix A). Details of policies are available on Devon County Councils website
- Explore all opportunities for supporting the person to achieve greater independence, including accessing family or community support as an alternative to formal/funded care; where family or community support is identified to meet needs this should be noted in the review form and formal support revised accordingly. Information regarding community resources to aid with exploring opportunities can be found at through the Community Directory 'Pinpoint' at <https://www.pinpointdevon.co.uk/> ; voluntary sector representatives are also linked to all community teams.
- Identify opportunities for other funding sources (for example eligibility for continuing health care, or joint health care funding) where needs appear to be beyond the legal limits of the Local Authority, and request for further assessments where applicable
- Re-assess eligibility for formal support with social care; and explain to the person and their representative where they may not be eligible for support funded by DCC;
- Confirm estimated Personal Budget resource by completing and/or reviewing the Resource Allocation System scoring, and work with the person to consider how their care and support needs are best met within the constraints of the most affordable options available;
- Follow local process for authorisation of Local Authority funding, and to initiate a charging review as required. All of the processes are detailed through practice and process maps, and these will be made available to the successful Contractor.
- Identify any further issues which require action by the Local Authority but which are beyond the scope and remit of the Contractor Review team, e.g. where application to Court of Protection is needed where a person is subject to a deprivation of liberty in the community
- Record the review and all relevant associated activity on Care First
- Quality assure to an agreed standard.

The Contractor must consider the most appropriate location to meet with the person and (if applicable) their representative/carers. Reviews will generally take place in the person's home/place of residence, although this will not exclusively be the case, and arranging to meet either at DCC premises or at a venue used by a care provider may be a viable option in some cases.

Undertake review of  
needs - promote  
independence



Commercial/contracting  
negotiation with Provider  
(with support from DCC  
Brokerage)

Agree new or changed  
package

Whilst undertaking reviews, the Contractor must provide the Authority with a weekly report which must:

- Be sent to the Principal Social Worker by 14:00 every Friday (contact details for the Principal Social Worker will be provided upon the award of the contract)
- Be in a Microsoft Word or compatible format
- Include the number of reviews undertaken and completed that week
- Identify the care and support costs prior to review, and on completion
- Include the number of reviews undertaken and completed to date
- Identify the running total care and support costs prior to review, and on completion
- Include the number of reviews that have been quality assured by the suitably qualified Manager within the Contractors organisation.

The person's Personal Budget may need to be re-estimated where need has changed or where the previous assessment was carried out prior to March 2015. The Contractor must explore support options value to support independence and best value using the brokerage service to support best. Authorisation for any increased support must be sought from the DCC link Manager, and authorisation entered on Care First. Where the cost of care and support is in excess of £1,000 per week, irrespective of whether costs have increased, decreased, or remained the same, the Care and Support plan must be submitted to the weekly DCC high cost panel for authorisation. The DCC link Manager should confirm their agreement in principle to the plan proposed prior to submission to the high cost panel. The social worker will generally not be required to attend panel, but may be asked to be available by telephone for any queries.

All of the completed quality assured reviews will be inputted onto Care First, using DCC forms and processes. This must be completed by the Contractor.

Devon County Council's guidance and policies must be followed and adhered to at all times by the Contractor.

All of the Contractors staff undertaking the reviews must be either

- a) A qualified Social Worker, who is registered with HCPC and who has completed a year of post-qualifying practice.
- Or
- b) A Qualified Occupational Therapist who is registered with HCPC, and who has completed a year of post-qualifying practice

To assist the Contractor in fulfilling the requirements of this contract, Devon County Council will provide a Devon County Council windows laptop and windows mobile phone to each member of staff who will be undertaking the care reviews and or inputting reviews into Care First, within the Contractor's organisation. These laptops and mobile phones will remain the property of Devon County Council at all times, and at the end of the contract the laptops and mobile phones must be returned to Devon County Council. There will be a number of desks made available located at sites identified by Devon County Council. The Contractor is also permitted to work from home / remotely. Devon County Council will provide two orientation sessions on the first two days of the contract. The orientation session will cover

- An introduction to Devon County Council
- Familiarisation and training on Devon County Council ICT systems

- Familiarisation and training on Care First and other relevant Devon County Council applications
- Familiarisation and training on the relevant processes in relation to this contract

The Contractor must manage recruitment, deployment, and have day-to-day oversight of their social workers working on this contract. The Contractor must also quality assure their completed reviews before passing them to the Local Authority for agreement. Devon County Council will identify a 'link manager' in each locality who will agree the completed reviews, and who will be available for consultation on queries relating to DCC policy/procedure.

Mileage to and from the Care Reviews will be paid at Devon County Council's standard mileage rate of £0.45 a mile.

No further mileage, hotel accommodation, expenses and any other subsistence will be paid for by Devon County Council. This expenditure must be included within your total cost within your price submission.

The Contractor is responsible for the initial quality assurance of the reviews. However the complete sign off and approval of the reviews undertaken during this contract will be approved by a Devon County Council manager. The contact details of this manager will be provided to the Contractor upon contract award.

The Contractor must provide intelligence to the Principal Social Worker if following a number of reviews there is evidence of a theme of Devon County Council overestimating people's needs. The Contractor must also provide feedback on Devon County Council's processes used for these reviews.

Within the contracted period, if a person who has received a care review by the Contractor re-presents their care needs to Devon County Council, the Contractor must re-review that person's care. This re-review will not count towards the 400 reviews.

If after 50 reviews Devon County Council identifies that the reviews are not delivering sufficient savings, Devon County Council reserves the right to terminate the contract with 1 week notice.

If after 50, 100, 200, or 300 reviews Devon County Council identifies that the reviews are not delivering sufficient savings, Devon County Council reserves the right to

- cease the commencement of any further reviews being undertaken,
- to provide 1 week notice that Devon County Council will be terminating the contract upon the completion of all the required work to ensure quality assurance and sign off is fully completed for any 'reviews in progress'

For the purpose of this 'Reviews in Progress' means Care Reviews where all contact with the service user has been completed; the review has been submitted; but the quality assurance and sign off has not been completed.

### **Invoicing / Payment**

Payment will be made monthly in arrears for the care reviews that have been completed in that month upon the receipt of an invoice. For the avoidance of doubt the point in time of when a review will be classed as 'completed' will be once the new / changed package has been identified and agreed by the service provision provider, and the person.

The cost of each individual care review will be calculated using the following formula.

'Total Price Submitted' divided by '400 care reviews' = 'Price per care review'

The monthly invoices must be submitted to the identified Devon County Council finance lead (the contact details for this finance lead will be provided upon the award of the contract), and the invoices must include the number of completed care reviews that month. This can be within the invoice or on a separate sheet attached to the invoice.

---

## **SECTION C: DCC Standard Terms and Conditions of Contract for Services**

---

### **DCC Standard Terms and Conditions of Contract Long Form Goods and Services T&C**

Devon County Council Standard Terms and Conditions of Contract Long Form Goods and Services shall apply to this ITT. Please see Appendix D Terms and Conditions.

---

**SECTION D: Not Used**

---

## Section E1 Selection Criteria

### Selection Criteria Questions

Part 1 – Potential Supplier Information		
Question number(s)	Question Theme	Evaluation Methodology
1.1	Potential Supplier Information	Information Only
1.2	Bidding model	Information Only
1.3	Contact / Referral details	Information Only
Part 2 – Exclusion Grounds		
Question number(s)	Question Theme	Evaluation Methodology
2.1a	Grounds for Mandatory Exclusion	Mandatory - PASS / FAIL
2.1b	Grounds for Mandatory Exclusion	Information Only / As Applicable
2.2	Grounds for Mandatory Exclusion	Information Only / As Applicable
2.3a	Grounds for Mandatory Exclusion – Regulation 57(3)	Discretionary - PASS / FAIL
2.3b	Grounds for Mandatory Exclusion – Regulation 57(3)	Information Only / As Applicable
3.1	Grounds for Discretionary Exclusion	Discretionary - PASS / FAIL
3.2	Grounds for Discretionary Exclusion	Information Only / As Applicable
Part 3 Selection Questions		
Question number(s)	Question Theme	Evaluation Methodology
4.1	Not Used	Not Used
4.2	Not Used	Not Used
5.1 – 5.3	Not Used	Not Used
6.1	Not Used	Not Used
6.2	Technical and professional Ability	Information Only / As Applicable
6.3	Not Used	Not Used
7.1	Requirements under Modern Slavery Act 2015	Information Only
7.2	Requirements under Modern Slavery Act 2015	As Applicable / Discretionary - PASS / FAIL

Part 4 Additional Questions		
Question number(s)	Question Title	Evaluation Methodology
8.1	Insurance requirements	Mandatory - PASS / FAIL
8.2	Not Used	Not Used
8.3	Not Used	Not Used
8.4	Not Used	Not Used
8.5a	Compliance with Equality legislation	Discretionary - PASS / FAIL
8.5b(i)	Compliance with Equality legislation	Discretionary - PASS / FAIL
8.5b(ii)	Compliance with Equality legislation	As Applicable / Discretionary - PASS / FAIL
8.5c	Compliance with Equality legislation	As Applicable / Discretionary - PASS / FAIL
8.6a	Environmental Management	Discretionary - PASS / FAIL



8.6b	Environmental Management	As Applicable / Discretionary - PASS / FAIL
8.7a	Health & Safety	Mandatory - PASS / FAIL
8.7b(i)	Health & Safety	Discretionary - PASS / FAIL
8.7b(ii)	Health & Safety	As Applicable / Discretionary - PASS / FAIL
8.7c	Health & Safety	As Applicable / Discretionary - PASS / FAIL
8.8	Data Protection & IT	Mandatory - PASS / FAIL
8.9	Staff Qualification	Mandatory - PASS / FAIL
8.10	Resources	Mandatory - PASS / FAIL
8.11	Polices and Processes	Mandatory - PASS / FAIL
<b>Declaration</b>		<b>PASS / FAIL</b>

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

## Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

## Consequences of misrepresentation

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

## Guidance Notes for Completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and

<sup>1</sup> For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

# Part 1: Potential supplier Information

Please answer the following questions in full where not applicable state not applicable

**Please note that the responses to question 1 are for Information Only.**

Question Number	Potential supplier information		
	Question	Response	
1.1(a)	Full name of the potential supplier submitting the information		
1.1(b) – (i)	Registered office address (if applicable)		
1.1(b) – (ii)	Registered website address (if applicable)		
1.1(c)	Trading status  <i>Please mark 'X' in the relevant box to indicate your trading status</i>	a) public limited company	
		b) limited company	
		c) limited liability partnership	
		d) other partnership	
		e) sole trader	
		f) third sector	
		g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number <i>(if applicable)</i>		
1.1(f)	Charity registration number <i>(if applicable)</i>		
1.1(g)	Head office DUNS number <i>(if applicable)</i>		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes	No
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).		
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes	No
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.		
1.1(k)	Trading name(s) that will be used if successful in this procurement		
1.1(l)	Relevant classifications <i>(state whether you fall within one of these, and if so which one)</i>	a) Voluntary Community Social Enterprise (VCSE)	

		b) Sheltered Workshop	
		c) Public service mutual	
		d) None of the above	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	<b>Yes</b>	<b>No</b>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup>  <i>(Please enter N/A if not applicable)</i>	Name	
		Date of birth	
		Nationality	
		Country, state or part of the UK where the PSC usually lives	
		Service address	
		The date he or she became a PSC in relation to the company <i>(for existing companies the 6 April 2016 should be used)</i>	
		Which conditions for being a PSC are met <i>(Please enter N/A if not applicable)</i>	
		Over 25% up to (and including) 50%,	
		More than 50% and less than 75%	
		75% or more. <sup>4</sup>	
1.1(o)	Details of immediate parent company: <i>(Please enter N/A if not applicable)</i>	Full name of the immediate parent company	
		Registered office address <i>(if applicable)</i>	
		Registration number <i>(if applicable)</i>	
		Head office DUNS number <i>(if applicable)</i>	
		Head office VAT number <i>(if applicable)</i>	
1.1(p)	Details of ultimate parent company: <i>(Please enter N/A if not applicable)</i>	Full name of the ultimate parent company	

<sup>2</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

<sup>4</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

		Registered office address <i>(if applicable)</i>	
		Registration number <i>(if applicable)</i>	
		Head office DUNS number <i>(if applicable)</i>	
		Head office VAT number <i>(if applicable)</i>	

**Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.**

**Please provide the following information about your approach to this procurement:**

Question number	Bidding model																																																										
	Question	Response																																																									
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?  If <b>yes</b> , please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If <b>no, and you are a supporting bidder</b> please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.	Yes	No																																																								
1.2(a) - (ii)	Name of group of economic operators <i>(if applicable)</i>																																																										
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																										
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes	No	N/A																																																							
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
Name																																																											
Registered address																																																											
Trading status																																																											
Company registration number																																																											
Head Office DUNS number (if applicable)																																																											
Registered VAT number																																																											
Type of organisation																																																											
SME (Yes/No)																																																											
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables																																																											

	The approximate % of contractual obligations assigned to each sub-contractor						
--	--	--	--	--	--	--	--

Question number	Contact details and declaration	
	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature ( <i>electronic is acceptable</i> )	
1.3(h)	Date	
Referral Contact details		
1.3(i)	Contact name	
1.3(j)	Role in organisation	
1.3(k)	Phone number	
1.3(l)	E-mail address	

## Part 2: Exclusion Grounds

Please answer the following questions in full where not applicable state not applicable

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

2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
--------	---	--

**Please Note: The authority 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.**



Question Number	Grounds for discretionary exclusion		
	Question	Response	
3.1	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation decision or control in the organisation.		
3.1(a)	Breach of environmental obligations?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1 (b)	Breach of social obligations?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1 (c)	Breach of labour law obligations?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(e)	Guilty of grave professional misconduct?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(h)	Been involved in the preparation of the procurement procedure?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?  <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(j)	Please answer the following statements		
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the	Yes (Fail)	No (Pass)

	absence of grounds for exclusion or the fulfilment of the selection criteria.  <i>If yes please provide details at 3.2</i>		
3.1(j) - (ii)	The organisation has withheld such information.  <i>If yes please provide details at 3.2</i>	<b>Yes</b> (Fail)	<b>No</b> (Pass)
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  <i>If yes please provide details at 3.2</i>	<b>Yes</b> (Fail)	<b>No</b> (Pass)
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.  <i>If yes please provide details at 3.2</i>	<b>Yes</b> (Fail)	<b>No</b> (Pass)

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)

## Part 3: Selection Questions

Please answer the following questions in full where not applicable state not applicable

Question Number	Economic and Financial Standing	
	Question	Response
4.1	Not Used	
4.2	Not Used	

Section 5	Please complete If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:
Name of organisation	
Relationship to the Supplier completing these questions	

Question Number		
	Question	Response
5.1	Not Used	
5.2	Not Used	
5.3	Not Used	

Section 6	Technical and Professional Ability
Question Number	
6.1	Not Used

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

6.3	Not Used
-----	----------

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
Question	

Number	Question	Response	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes	N/A
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes	No
	<p><b>If yes:</b> Please provide the relevant url in the box below</p> <p><b>If No:</b> Please provide an explanation in the box below</p>		

## Part 4: Additional Questions

Please answer the following questions in full where not applicable state not applicable

**Please note that the responses to each of the questions in part 4 are evaluated differently – Please refer to the ‘Selection Criteria Question table’ on page 30 for details**

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

Section 8	Additional Questions		
Question Number			
8.1	<b>Insurance</b>		
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:	<b>YES (Pass)</b>	<b>NO (Fail)</b>
	<p>a) Employer's Liability (a minimum of £5 million in respect of any single occurrence) covering all employees.</p> <p>b) General or Public Liability (minimum of £5 million in respect of any single occurrence)</p> <p>c) Professional Indemnity (a minimum of £2 million per claim for advice given to individuals in respect of any one insurance year)</p> <p>Please note that it will be necessary for all successful Tenderers to have the relevant insurances in place prior to the contract start date.</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>		

8.2	Not Used
-----	----------

8.3	Not Used
-----	----------

8.4	Not Used
-----	----------

## 8.5 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

8.5(a)	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p> <p><i>If yes please provide details within the box below</i></p>	<table border="1"> <tr> <th>YES</th> <th>NO</th> <th>N/A</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	YES	NO	N/A						
YES	NO	N/A									
8.5(b)i	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p><i>If yes please provide details within the box below</i></p>	<table border="1"> <tr> <th>YES</th> <th>NO</th> </tr> <tr> <td></td> <td></td> </tr> </table>	YES	NO							
YES	NO										
8.5(b)ii	<p>If you have answered “yes” to one or both of the questions above within this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<table border="1"> <tr> <th colspan="3">Have you Attached an Appendix?</th></tr> <tr> <th>YES</th><th>NO</th><th>N/A</th></tr> <tr> <td></td><td></td><td></td></tr> </table>	Have you Attached an Appendix?			YES	NO	N/A			
Have you Attached an Appendix?											
YES	NO	N/A									
8.5(c)	<p>If you use sub-Contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<table border="1"> <tr> <th>YES</th> <th>NO</th> <th>N/A</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	YES	NO	N/A						
YES	NO	N/A									

## 8.6 - Environmental Management

8.6(a)	Has your organisation been convicted of breaching	YES	NO
--------	---	-----	----

	<p>environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Authority (including local Authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select Tenderer(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>		
8.6(b)	If you use sub-Contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	YES	NO
			N/A

8.7 - Health and Safety			
8.7(a)	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	YES	NO
8.7(b)i	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	YES	NO
8.7(b)ii	<p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude Tenderer(s) that have been in receipt of enforcement/remedial action orders unless the tenderer(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	Have you Attached an Appendix?	
		YES	NO
			N/A
8.7(c)	If you use sub-Contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	YES	NO
			N/A

8.8 Data Protection and IT - PASS/FAIL			
Note to Tenderer – If your organisation is promoted to a “Preferred Bidder” status, your organisation will be required to complete, submit and be compliant with the documents at Appendix A and B of this ITT document.			
8.8	Does your organisation comply with its legal obligations under the Data Protection Act and the note above?	Yes (Pass)	No (Fail)

8.9 Staff Qualification - PASS/FAIL			
Note to Tenderer – If your organisation is promoted to a “Preferred Bidder” status, your organisation may be required to submit evidence of these qualifications.			
8.9	Please confirm that all of the staff who will be undertaking the reviews will be either c) A qualified Social Worker, who is registered with HCPC and who has completed a year of post-qualifying practice. Or d) A Qualified Occupational Therapist who is registered with HCPC, and who has completed a year of post-qualifying practice	Yes (Pass)	No (Fail)

8.10 Resources - PASS/FAIL			
8.10	Please confirm that you will be able to complete the 400 reviews required within the 5 month contract period and will have resource to complete any further reviews over the full lifetime of this contract (24 Months with the option to extend by a further 2 separate periods of 12 months subject to availability of budget and meeting the objectives of this contract), as per the details within the specification.	Yes (Pass)	No (Fail)

8.11 Policies and Processes - PASS/FAIL			
8.11	Please confirm that you and your staff working on this contract, will comply to all of DCC's policies and processes for this contract	Yes (Pass)	No (Fail)

**Please note: Your organisation will be required to provide Equality and Diversity, Health and Safety and Safeguarding policy documentation as part of Due Diligence process.**

### Declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.



I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of ..... (Insert name of Supplier).

I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false / misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement.

The following appendices also form part of our response to the Selection criteria questions;

Section Question #	Appendix 'file name'

#### COMPLETED BY

Name	
Role in organisation	
Date	
Signature	

## Section E2 Award Criteria Questions

All Tenders will be treated equally and assessed with transparency throughout the evaluation process.

Award Criteria Questions are a series of questions that all Tenderers must answer to demonstrate their ability to deliver the requirements of the Specification, and are used by The Authority to determine the quality of a Tender Response.

Award Criteria Questions have an overall weighting within this tender of 70%, and Price has a weighting of 30%.

### Overall Tender Weightings

- **70% in relation to Award Criteria Questions.**
- **30% in relation to Price.**

### Award Criteria Questions

**Award Criteria questions account for 70% of the overall tender weightings.**

Below are the maximum score and weighting that apply to each award criteria question along with any applicable page count.

The question weighting below signifies each questions weighting as

Total Weighting for the All Award Criteria questions = 70% of Overall Evaluation.

Question	Maximum Score for each Question	Question Weighting	Maximum Weighted Score Available	Quality Weighting	Maximum Final Weighted Score Available	Page / Word Count
EA1	100	15%	15	70%	10.50	1500 Words
EA2	100	15%	15	70%	10.50	1500 Words
EA3	100	20%	20	70%	14.00	1500 Words
EA4	100	10%	10	70%	7.00	1500 Words
EA5	100	15%	15	70%	10.50	1500 Words
EA6	100	20%	20	70%	14.00	1500 Words
EA7	100	5%	5	70%	3.50	1500 Words
EA8	Information Only					1000 Words

Tenderer's answers to the following questions must score at least 60% for each of these individual questions. EA1, EA2, EA3 and EA5. Failure to score at least 60% for one or more of these questions result in your Tender Submission being removed from the procurement Process at this stage of the Procurement Process and will not progress to Section E3 Pricing Schedule stage.

### Guidance Notes for Section E2 - Award Criteria Questions

Tenderers answers to Section E2 - Award Criteria Questions will be evaluated in accordance with scoring matrix A4.2.2 to determine the quality of your Tender Response.

Answers should be succinct, concise and self contained without referring to additional documents or other supporting statements or answers (unless specifically requested) and should contain sufficient information to demonstrate what and how you intend to deliver the services subject of the Specification within this Invitation to tender.

Tenderers answers to Section E2 - Award Criteria Questions, are limited to a number of words per question. This will be detailed within each question. Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). Tenderers must submit Tender Responses using the Tenderer Response spaces below using Arial Font size 11.

For the avoidance of doubt if a Tenderer needs to submit charts or diagrams in the support of their tender, any labels in charts or diagrams will not count towards the page limit to each question, However prose or narrative or labels with prose or narrative that add to, enhance or seek to explain the answer provided will be included within the page limit for that question and will not be considered if this results in the page limit being exceeded.

## Quality / Award Criteria Questions

Number	Question	Question Weighting	Response Allocation
EA1	<p>Explain how you will mobilise the contract and ensure adequate resources to commence service delivery of the requirements on 27<sup>th</sup> February 2017.</p> <p>Please note: Applicant's must score over 60% for this question. Failure to do so will result in your tender being rejected.</p>	15%	1500 Words
<b>Tenderer to complete</b>			

Number	Question	Question Weighting	Response Allocation
EA2	<p>Describe your approach and methodology to undertaking a care review.</p> <p>Please note: Applicant's must score over 60% for this question. Failure to do so will result in your tender being rejected.</p>	15%	1500 Words
<b>Tenderer to complete</b>			

Number	Question	Question Weighting	Response Allocation
EA3	<p>Describe how you will support people to greater independence through this care review process and ensure best value, and detail what particular initiatives you will undertake and why you would warrant those particular initiatives, and what benefits these will deliver in respect to (i) cost savings (ii) efficiencies and (ii) service improvements</p> <p>Please note: Applicant's must score over 60% for this question. Failure to do so will result in your tender being rejected.</p>	20%	1500 Words
<b>Tenderer to complete</b>			

--

Number	Question	Question Weighting	Response Allocation
EA4	Using your knowledge and learning points from similar projects which your organisation has undertaken in the past, describe how you will Interface successfully with DCC and current and potential future commissioned Providers to ensure best value.	10%	1500 Words

<i>Tenderer to complete</i>			

Number	Question	Question Weighting	Response Allocation
EA5	Describe how you will quality assure the reviews that have been undertaken?  Please note: Applicant's must score over 60% for this question. Failure to do so will result in your tender being rejected.	15%	1500 Words

<i>Tenderer to complete</i>			

Number	Question	Question Weighting	Response Allocation
EA6	How will you ensure that all of the staff delivering this service will be suitable qualified and experienced to fulfil and undertake the requirements of this contract.	20%	1500 Words

<i>Tenderer to complete</i>			

Number	Question	Question Weighting	Response Allocation
EA7	Describe how you will feed back general themes drawn from the review work to inform DCC future care management and	5%	1500 Words

	commissioning practice		
<b><i>Tenderer to complete</i></b>			

Number	Question	Question Weighting	Response Allocation
<b>EA8</b>	<p>If your submitted price is under the £160,000 budget, please provide a price for a further 50 care reviews to be completed.</p> <p>(This question is for information only, and will not be scored or considered as part of the evaluation process. Please note that any additional volume over the 500 care reviews is not guaranteed, however if there is the demand for a further batch of 50 care reviews and the budget, this price will be used for these additional 50 care reviews.)</p>	<b>0%</b>	1000 Words
<b><i>Tenderer to complete</i></b>			

---

## Section E3 - Pricing Schedule

---

### Price Evaluation method

The Price Evaluation is in three sections, and each section has the following weighting assigned to it:

Section 1 (ES3.A) Weighting of 80%

Section 2 (ES3.B) Weighting of 10%

Section 3 (ES3.C) Weighting of 10%

FOR EXAMPLE - The lowest tendered price for Section 1 (ES3.A) will score 80 marks. The other Tenders will then receive scores expressed as an inverse proportion of the lowest price. Where two Tenderer's Tender the same lowest price both will be awarded 80 marks. All results will be rounded to two decimal places. The formula used will be:

$(\text{Lowest tendered Price} / \text{Tenderer's price}) \times 80 = \text{Tenderer's price score}$

For **Example**: Lowest tendered price = £1000. Tenderer 1's tendered price = £1300. Tenderer1's price would attract a score of 76.92 calculated as follows:

$$1000/1300 = 0.7692 \times 80\% = 61.54$$

Price scores will then be multiplied by the price weighting to give a final price score.

**Failure to fully complete the Pricing Schedule WILL result in your tender being rejected.**

If there is no charge for an item, please state none. Where inconsistencies exist any queries will be dealt with via Post tender clarifications.

Section 1 (ES3.A) - Description	Price	% Weighting
The total price for 400 care reviews to be undertaken as per the service specification	£  Per annum (exclusive of VAT)	80%

Section 2 (ES3.B) - Description	Price	% Weighting
The price to undertake a further 50 care reviews as per the service specification	£  Per annum (exclusive of VAT)	10%

Section 3 (ES3.C) - Description	Price	% Weighting
The price to undertake a further 100 care reviews as per the service specification	£  Per annum (exclusive of VAT)	10%

**Declaration:**

The price(s) quoted in Section E3 Pricing Schedule of this Tender Response shall remain throughout the period of the Contract except where:

- (a) during the period of the Contract the exchange rate of the pound sterling varies significantly, any alternation is made in the rate of taxes, customers or other duties affecting the goods specified, whether by the imposition of new taxes, tariffs or duties or the withdrawal or variation of the same, then an appropriate agreed allowance shall be made by The Authority or the Tenderers as the case may be.
- (b) Not Used

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the Contract and at the fixed price above.

\*Signed: ..... Date: .....

Name: *(in block capitals)*: .....

In the capacity of: ..... on behalf of: .....  
(State official position, ie Director, Manager, Secretary etc).

---

## Appendices

---

Appendix A - Information Security Questionnaire

Appendix B - Data Processing Agreement

Appendix C – PSN Agreement DCC

Appendix D – Terms and Conditions



## Schedule 1 Scoring Methodology – Working example

For illustration purposes, a worked example to demonstrate the scoring process is provided below.

Please note that the weightings and marks available in the example relate only to the example and not to this procurement.

**Example:** The published questions and weightings and the scores awarded (shown in red) for 'Tenderer 1' are detailed in Figure [2] Example of Scores and Weightings below:

**Figure [2] Example of Scores and weightings**

### Tender Evaluation Weightings

The contract award for **this example** will be based on the following percentage weightings:

40% in relation to Price

60% in relation to Qualitative Proposals

### Tender Price

40% of evaluation

Tender price will be measured in terms of total cost.

### Qualitative Proposals

60% of overall evaluation

Qualitative Proposals will be measured in terms of the following award criteria which will be individually weighted:

				TENDERER 1 EVALUATION	
Weighting 55%	Award Criteria: Quality	Marks Available	Quality Band	Percentage of Score awarded	Score Awarded
	Question 1	70	Adequate	60%	42.00
	Question 2	30	Good	80%	24.00
Weighting 45%	Award Criteria: Technical Merit				
	Question 3	75	Good	80%	60.00
	Question 4	25	Excellent	100%	25.00

**Example:** For Question 1, Tenderer 1's answer was assessed as 'Adequate' meaning that the answer is allocated 60% of the maximum score available. The maximum score for Question 1 is 70 marks and this is multiplied by 60% (the Percentage of Score Awarded) to give a score for Question 1 of 42.00.

The score awarded for each individual question will then be multiplied by the award criteria weighting, after which all quality scores will be added together to establish the total quality score for that Tenderer. The result is shown in Figure [3] total quality score below:

**Figure 3 total quality score Tenderer 1**

Question	Score Awarded	Award Criteria	Award Criteria Weighting	Weighted Score
1	42.00	Quality	55%	23.10
2	24.00	Quality	55%	13.20
3	60.00	Technical Merit	45%	27.00
4	25.00	Technical Merit	45%	11.25
total quality score				74.55

In this example for Tenderer 1, the answers provided have a combined calculated quality and technical merit score of 74.55 out of an overall maximum possible score of 100. This total quality score is then multiplied by the overall quality weighting, which in this example is 60%, to give a final Quality score of 44.73 out of 60.

**Example:** Quality score awarded = 74.55 x Quality weighting of 60% results in a final weighted quality score of 44.73. This is calculated as follows:  $74.55 \times 0.6 = 44.73$

## Price Evaluation

For **Example:** Lowest tendered price = £1000. Tenderer 1's tendered price = £1300. Tenderer 1's price would attract a score of 76.92 calculated as follows:

$$1000/1300 = 0.7692 \times 100 = 76.92$$

Price scores will then be multiplied by the price weighting to give a final price score.

In this example the price score of 76.92 is then multiplied by the overall price weighting of 40%, to give a final price score for evaluation purposes of 30.77 calculated as follows:

$$76.92 \times 0.4 = 30.77$$

## Final Score

**Example** For Tenderer 1 the final weighted quality score = 44.73 + final weighted price score = 30.77 gives an overall quality / price score of 75.50 calculated as follows:

$$44.73 + 30.77 = 75.50$$

The final scores achieved by each Tenderer are then used to 'rank' the tenders to determine contract award