

Devon County Council

INVITATION TO TENDER (ITT)

CP1329-16 Supporting Independence

OJEU Reference - 2017/S 042-076945

Tenderer to indicate the Zone/s which they are submitting a Tender Response, by selecting the appropriate Zone/s in the appropriate Lot.			
Lot 1 – Group Based Care & Support Open Framework Agreement		Lot 2 – Individualised Care & Support Open Framework Agreement	
Zone 1 Bideford/Northam, Great Torrington and Holsworthy		Zone 1 Bideford/Northam, Great Torrington and Holsworthy	
Zone 2 Ilfracombe, Lynton/Lynmouth, Barnstaple, South Molton		Zone 2 Ilfracombe, Lynton/Lynmouth, Barnstaple, South Molton	
Zone 3 Tiverton, Crediton, Cullompton		Zone 3 Tiverton, Crediton, Cullompton	
Zone 4 Exeter		Zone 4 Exeter	
Zone 5 Honiton, Sidmouth, Exmouth, Seaton		Zone 5 Honiton, Sidmouth, Exmouth, Seaton	
Zone 6 Newton Abbot, Totnes, Dartmouth		Zone 6 Newton Abbot, Totnes, Dartmouth	
Zone 7 Tavistock, Ivybridge		Zone 7 Tavistock, Ivybridge	
Zone 8 Okehampton, Moretonhampstead		Zone 8 Okehampton, Moretonhampstead	

Tenderer to insert their company/organisation name

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.

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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	Front Page	Indicate which Lot and Zones you are submitted a Tender Response for.	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. Attach relevant documents as at Section ES5.1 and Section ES7 and return with your ITT response.	
This ITT Document	Section E2	Award Criteria Questions	To be completed and returned by the Tenderer.	
This ITT Document	Section E3	Pricing Schedule for Lot 1 and Lot 2	To be completed using template provided and to also be signed by the Tenderer.	
Appendix A	Data Processing Agreement		The Provider(s) will be required to sign but all Tenderers will need to agree in principle to sign.	

Executive Summary

Devon County Council is the Contracting Authority for CP1329-16 Supporting Independence as detailed in the Specifications contained in Schedules associated to this ITT Document.

CP1329-16 Supporting Independence is a contract consisting of two Open Framework Agreements, each with subsequent entry points should the Authority take the permitted extension periods. Each entry point will be a single stage procurement. This is procured under Part 2, Chapter 3, Section 7 of the Public Contracts Regulations 2015 (PCR 2015) – Social and Other Specific Services (also known as ‘the light touch regime’) This procurement does not follow, in particular, any of the defined procedures of the PCR 2015 (even if there are similarities) but does seek to adhere to the best practice procurement principles of Openness, Transparency, Fairness and Equity.

Contract Title	CP1329-16 Supporting Independence
Contract Description	<p>CP1329-216 Supporting Independence contract consists of two lots, please see below for descriptions of each lot. Each lot will operate over the administrative boundary area of Devon County Council and each lot will be split into 8 further sub-lots or zones, hereby known as Zones.</p> <p>This contract will provide support services to Service Users (either as part of a group or individually) that have an eligible and assessed care need(s) that sits outside of the criteria for regulated care as defined by the Care Quality Commission.</p> <p>Each lot will have an individual Open Framework agreement and will have subsequent Entry Points after the initial Contract Duration as detailed at A1. At each Entry Point the Procurement Process will be conducted by the Authority in accordance with the instructions as defined in this ITT.</p> <p>In preparation for tendering this contract the Authority has conducted a robust and thorough Impact Assessment which can be found at https://new.devon.gov.uk/impact/personalised-support-and-group-based-services-unregulated/</p>
Purchasing Authorities (the Authority)	Devon County Council (DCC) and Devon Partnership Trust (DPT)
Estimated Contract Value	Range from: £5,552,563.00 to £16,657,688.00.
Contract Duration	12 Months
Available Contract Extension Period 1 (Entry Point 1)	12 Months
Available Contract Extension Period 2 (Entry Point 2)	12 Months
Available Contract Extension Period 3 (Entry Point 3)	12 Months
Maximum Contract Duration with all extension periods utilised	48 Months
Commencement Date	1 st October 2017

Lot 1	Lot Title	Group Based Care & Support
	Lot Description	This Lot will have 8 geographical Zones (the Zone represent geographical areas, please see Schedule 1. Group based Care & Support will ensure that any person with eligible needs is able to choose from a selection of Providers that can ensure the Service User is able to meet their defined 'My Care and Support Plan' outcomes. For information on how Individual packages support will be Called Off please see - Schedule 2.
	Purchasing Authorities (the Authority)	Devon County Council (DCC) and Devon Partnership Trust (DPT)
	Lot Value	Range from: £2,081,105.00 to £6,243,316.00
	Entry Point(s)	See A4.1.10
	Contract Duration	12 Months
	Available Contract Extension Period 1 (Entry Point 1)	12 Months
	Available Contract Extension Period 2 (Entry Point 2)	12 Months
	Available Contract Extension Period 3 (Entry Point 3)	12 Months
	Maximum Contract Duration with all extension periods utilised	48 Months

Lot 2	Lot Title	Individualised Care & Support
	Lot Description	This lot will have 8 geographical Zones, please see Schedule 4. Individualised Support will ensure that any person with eligible needs is able to receive one to one support to ensure the Service User is able to meet their defined care plan outcomes. For information on how Individual packages support will be Called Off please see - Schedule 5.
	Purchasing Authorities (the Commissioner)	Devon County Council (DCC) and Devon Partnership Trust (DPT)
	Lot Value	Range from: £3,471,457.00 to £10,414,372.00
	Entry Point	See A4.1.10
	Contract Duration	12 Months
	Available Contract Extension Period 1 (Entry Point 1)	12 Months
	Available Contract Extension Period 2 (Entry Point 2)	12 Months
	Available Contract Extension Period 3 (Entry Point 3)	12 Months
	Maximum Contract Duration with all extension periods utilised	48 Months

Tenderers may submit a Tender Response for Lot 1, Lot 2 or Lots 1 and 2.

Tenderers can submit a price for a single Zone or multiple Zones (including all Zones) within a lot by indicating their price for the appropriate Zone in Section E (3) Pricing Schedule.

Tenderers that can satisfactorily demonstrate how they can fulfil the requirements of the Specification(s) and pass the Minimum Quality Thresholds detailed in this ITT for the applicable Lot(s) will promoted on to the Open Framework Agreement for the for the applicable lot and Zones that the provider has selected.

Further guidance on the evaluation for this Tender can be found at A4 below.

Further details of the Call Off for this contract can be found at – Schedules 2 and 5.

The proposed timetable for this Procurement Process is as follows:

Proposed Date / Time	Procurement Process Event
01/03/2017	Advertisement in OJEU and Contracts Finder
27/03/2017	Final date that DCC will accept tender clarification questions
12 noon 03/04/2017	Closing date for Tender Submissions – see Conditions of Invitation (Qualification) 18
03/04/2017 – 24/08/2017	Evaluation of Tenders and shortlisting
25/08/2017	Preferred supplier status recommended
25/08/2017	Preferred supplier/s and unsuccessful supplier/s notified (commencement of standstill period)
	Award of Contract
01/10/2017	Commencement Date

Please Note: Whilst the schedule timelines the anticipated key dates in the Procurement Process, this data is offered as information only and is of an indicative nature 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.

Tenderer Event

There will be a Tenderer event held in Exeter on 8th March 2017 in relation to this Tender. The event will be focussing on the Tender Process and will explain the ITT and the other documents as well as useful information to enable Tenderers to be 'tender ready'. There will be an overview of the service requirement from commissioners of the service and there will be an opportunity to ask questions at the end of the event.

Whilst every endeavour will be made to answer questions at this event, it may be necessary to respond at a later date.

The presentations and questions and answers given will be made available via ProContract.

Spaces for this event are limited and restricted to a maximum of two persons per organisation. In order to ensure that this event is of the most benefit, tendering organisations are encouraged to ensure that persons attending are the most appropriate i.e. persons who will be constructing and making decisions about any tender submitted.

In order to book a place, please e-mail adultsc.unregulatedsupport-mailbox@devon.gov.uk your organisation will then be contacted to confirm the time and venue of the Tender event.

Tender Surgeries

In addition to the Tender Event the Authority will hold three Tender Surgeries for Tenderers on the following dates:

13th March 2017 in Exeter

15th March 2017 in Newton Abbott

16th March 2017 in Barnstaple

These Surgeries will be an opportunity to receive a more in depth explanation of how the tender process operates. There will be an opportunity to have a demonstration of the tendering portal.

In order to book a place at any of the above Tender Surgeries, please e-mail adultsc.unregulatedsupport-mailbox@devon.gov.uk and an appointment will be confirmed and as well as venue.

The closing date to book onto any Tender Surgery will be 4pm on 10th March 2017.

Contact Name and details of Authorised Officers

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

A1 Conditions of ITT

<p style="text-align: center;">Invitation to Tender No:</p> <p style="text-align: center;">CP1329-16 / OJEU ref: 2017/S 042-076945</p>	<p style="text-align: center;">DEVON COUNTY COUNCIL Devon Procurement Services First Floor The Annex, County Hall, Exeter, Devon EX2 4QD</p>
<p>Tender for: Supporting Independence Lot 1 – Group Based Care and Support Open Framework Agreement Lot 2 – Individualised Care and Support Open Framework Agreement Initial Contract Duration - 12 months</p> <p>Period of Contract: Three possible 12 month extension periods available at the Authorities discretion.</p> <p style="text-align: center;">Maximum Contract Duration with all extension periods utilised will be 48 months.</p>	<p style="text-align: center;">Tender Response Deadline:</p> <p style="text-align: center;">12:00 Noon on: 3rd April 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 Each Lot within this Contract shall be subject to bespoke Terms and Conditions these are detailed within Schedule 3 for Lot 1 – Group Based Care and Support and in Schedule 6 for Lot 2 - Individualised Care and Support.
- 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 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 cancel or end or abort or stop or withdrawal from 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 240 days and no increase will be accepted prior to award of the Contract. The Pricing Schedule in E3 of this ITT 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.
- A1.25 – Not Used
- A1.26 ***Alternative Bids***
- A1.26.1 'Alternative Bids' will not be accepted whether accompanied by a compliant tender or not.
- A1.27 *Intention to Tender (or otherwise)***
- A1.27.1 New users to ProContract (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 that 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 3rd April 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 There is no requirement for you to send any attachments for the purposes of responding to E2 Award Criteria Questions.

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 CP1329-16 Supporting Independence. 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. Tender Responses may be removed from the Procurement Process if they are not properly completed.**

A1.30.10 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.

A1.30.11 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.

A1.30.12 If you require technical support while using ProContract please contact the ProContract Technical Helpdesk by either emailing: 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 Not Used

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 IPT. 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, i.e. 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

(the) Authority shall mean:	Devon County Council and Devon Partnership Trust
Associated Documents shall mean:	All documents released at tender launch date, and subsequent documents released throughout the Procurement Process via ProContract.
Authorised Officer shall mean:	A member of the Commissioner's care management staff who is making a Referral and/or arranging a Package of Care and Support.
Authorised Representative shall mean:	Any employee of the Authority or the Provider empowered to make decisions relating to this Contract, on behalf of their organisation
Award Criteria Questions shall mean:	Section E2 – Award Criteria Questions. Questions EA1 to EA8.
Call(s)/Called Off(s) shall mean:	The process used to purchase a Package of Care and Support by the Authority under CP1329-16 Supporting Independence. Lot 1 – Group Based Care and Support Open Framework Agreement or Lot 2 – Individualised Care and Support Open Framework Agreement without the need for open competition.
Carer(s) shall mean:	A paid, or unpaid, person who supports the Service User.
Commencement Date shall mean:	1st October 2017
Commissioner shall mean:	Either Devon County Council or Devon Partnership Trust, responsible for administering the budget in relation to social care services.
Contract Award shall mean:	The period of time at which the Contract will be formally awarded to the Preferred Tenderer(s)
Contract shall mean:	The agreement between the Authority and the Provider 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
Contract Duration shall mean:	1 st October 2017 – 30 th September 2018.
Core Competencies shall mean:	The abilities of the Provider to deliver the Service User specific objectives described in the Referral and/or My Care and Support Plan (these objectives are described within sections 4.2.1 to 4.2.10 Schedules 1 and 4.
DCC shall mean:	Devon County Council
Due Diligence 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 and any other requirements of the ITT as deemed necessary by the Authority.
Eligible Need(s) shall mean:	There is a process by which an individual's eligibility for social care services is determined, following an assessment of need. The national eligibility criteria set a minimum threshold to ensure that all local authorities meet the same minimum level of needs.
Entry Point(s) shall mean:	When the Authority exercises its discretion to enter into Extension Point 1, 2 or 3 and allows Tenderers an opportunity to tender join either or both Open Framework Agreement(s) defined in each Lot. Please see the Executive Summary and A4.1.11 of this ITT for more information.
ESPD shall mean:	European Single Procurement Document
Extension Period 1 shall mean:	1 st October 2018 – 30 th September 2019.
Extension Period 2 shall mean:	1 st October 2019 – 30 th September 2020.
Extension Period 3 shall mean:	1 st October 2020 – 30 th September 2021.
Flexible Package(s) shall mean:	Where the Commissioner Calls Off a Package of Care and Support in volumes of hours to be delivered to the Service User by the Provider flexibly over a given period (e.g. 10 hours per

	week or 40 hours per month etc.). The Authorised Officer will determine if appropriate to use a Flexible Package in conjunction with the Service User and /or Carer and this will be indicated in any Referral and My Care and Support Plan.
Implementation Phase shall mean:	The period of time between Contract Award and the Commencement Date of the Contract.
Initial Procurement Process shall mean:	The Procurement Process conducted by the Authority between 27 th February 2017 and the Commencement Date.
ITT shall mean:	Invitation to Tender
Lot, Lots, Lot 1, Lot 2 shall mean:	Either or both of the Open Framework Agreements as defined by the Schedules 1, 2, 3, 4 5 and 6.
MEAT shall mean:	Most Economically Advantageous Tender as outlined within the EU Procurement Directives
Minimum Quality Threshold shall mean:	The maximum score available for Section E2 – Award Criteria Questions will be 100%. Tenderers must score an average of 40% or more to be determined as having a service that is of satisfactory quality for the Authority. Tenders who score 39% or less will be removed from the Tender Process at this stage and their Tender Response will be deemed as unacceptable and non-compliant and will not progress to further stages and will not become a Provider.
Multiple Hour Discount(s) shall mean:	Regarding Scheduled Packages (Multiple Hour Discount(s) does not apply to Flexible Package(s)), a discount of 15% will be applied to the price detailed by the Provider in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone. The 15% discount will not apply to the first hour of each scheduled visit and will only apply to any subsequent hour(s) (or part thereof) within that scheduled visit. (e.g. for example – a Package of Care and Support is provided on Monday for 1 hour and Tuesday for 2 hours, the first hour on Monday and Tuesday will be priced at the price detailed in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone and the subsequent hour on Tuesday shall be subject to a 15% discount).
Package(s) of Care and Support shall mean:	The services required by a Service User(s) following social care assessment to determine if there is Eligible Need. A Package of Care and Support can be either a Flexible Package(s) or Scheduled Package(s).
Personal Budget(s) shall mean:	The monetary sum allocated via social care eligibility assessment. For more information on assessment and eligibility see: https://new.devon.gov.uk/adultsocialcareandhealth/assessment-s-for-care/ For more information on Personal budgets see: https://new.devon.gov.uk/adultsocialcareandhealth/assessment-s-for-care/after-your-assessment/personal-budgets/ .
Preferred Tenderer(s) shall mean:	The Tenderer to which the Authority intends to become a Provider subject to the any Due Diligence that may be undertaken and expiry of the Standstill Period.
PreContract shall mean:	www.supplyingthesouthwest.org.uk
Procurement Process shall mean:	The period of time from the initial OJEU Contract Notice until Contract Award for the Initial Procurement Process or any Procurement Process used in Subsequent Procurements.
Provider shall mean:	The person, firm, organisation or company that has successfully passed Section E1 – Selection Criteria and met the Minimum Quality Threshold defined for Section E2 – Award Criteria Evaluation Questions and named as such in the Contract as responsible for carrying out the Contract as and when Call Off(s) of Package(s) of Care and Support occur and shall include the Provider's legal personal representatives,

	successors and permitted assigns for both Lot 1 and/or Lot 2.
Quality Band Definition shall mean:	The definitions within Figure 1 Scoring Matrix and Marking Guidelines
Referral(s) shall mean:	A Referral gives information about the Service User and will provide enough information to enable the Provider to be able to make a decision on whether they have the Core Competencies to meet the needs of the Service User and enable the Service User to achieve their outcomes.
Scheduled Package(s) shall mean:	Where the Commissioner Calls Off a Package of Care and Support in volumes of hours to be delivered to the Service User by the Provider in a predetermined and scheduled manner (e.g. 1 hour Monday, Tuesday, Thursday and Friday and 4 hours on a Wednesday). Scheduled Packages will be subject to a Multiple Hour Discount. A Scheduled Package can be where the Commissioner describes the scheduling or where the scheduling is agreed between the Provider and Service, regardless of who describes the scheduling.
Selection Criteria shall mean:	The criteria and questions contained within Section E1 – Selection Criteria
Services shall mean:	The Services to be delivered by or on behalf the Provider(s) under the Contract as more particularly described in the Specification for Lots 1 and 2.
Service User(s) shall mean:	Any person using the service supplied by a Provider of Lot 1 – Group Based Care and Support Open Framework Agreement and/or Lot 2 – Individualised Care and Support Open Framework Agreement under the contract CP1329-16 Supporting Independence, irrespective of which Service User group they may be classified as.
Specification(s) shall mean:	Either or both of the Specifications detail in Schedules 1 and 4.
Standstill Period shall mean:	The period of time mandated under 87 of the Public Contracts Regulations 2015
Sub- Contract shall mean:	Any contract between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party.
Sub-Contractor(s) shall mean:	The contractor(s) or supplier(s) that enter into sub contract with the Provider(s).
Subsequent Procurement(s) shall mean:	The Procurement Process for Extension Period 1 and/or Extension Period 2 and/or Extension Period 3.
Tender Response shall mean:	The tender submitted by the Tenderer before the Tender Response Deadline in response to tender reference CP1329-16 Supporting Independence
Tender Response Deadline shall mean:	12:00 noon 3rd April 2017
Tenderer shall mean:	Any organisation that has registered an interest and have responded to this ITT.
Zone(s) shall mean:	As defined in the Specifications for Lot 1 and Lot 2.

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>Box A - Consortium</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> (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; (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; (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; (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. (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. 	
<p>Box B – Single Body and/or Individual</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> (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; (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; (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; (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. (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. 	

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.

The key stages below will be followed in the Initial Procurement Process and at any Subsequent Procurement Process conducted at Entry Points.

A4.1.2 - Section E1 - Selection Criteria

Selection Criteria is the first stage and is a series of questions that all Tenderers must answer and is used by the Authority to determine that Tenderers meet regulation 57 of the Public Contracts Regulations 2015 (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.

Tenderers will only be required to complete Section E1 – Selection Criteria **once**, whether tendering for Lot 1 and/or Lot 2.

A4.1.4 - Section E2 - Award Criteria Questions

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

Tenderer's answers to the Section E2 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.

Section E2 – Award Criteria Questions contains 8 questions, Tenderers must answer all of these questions. A Tenderer's response to these questions will be used to determine if the Tenderer meets the Minimum Quality Threshold for the Lot or Lots for which they are tendering. If a Tenderer is tendering for both Lots, there is no requirement for the Tenderer to answer the questions twice; questions have been designed to elicit a suitable response from Tenderers to determine a Tenderers capability to deliver the requirements of one or both of the Lots and the applicable Specification(s) for the Lot(s).

Tenderers who meet the requirements of Section E1 – Selection Criteria and the Minimum Quality Threshold (see below) will be deemed a Provider on the Lot or Lots for which they have tendered.

Minimum Quality Threshold

The maximum score available for Section E2 – Award Criteria Questions will be 100%. Tenderers must score an average of 40% or more to be determined as having a service that is of satisfactory quality for the Authority. Tenderers who score 39% or less will be removed from the Tender Process at this stage and their Tender Response will be deemed as unacceptable and non-compliant and will not progress to further stages indicated below and will not become a Provider.

Tenderers who score between 40% and 59% in Section E2 – Award Criteria Questions the Authority, at its discretion, may work with the Tenderer after Award of Contract with regard to the responses to Section E2 Award Criteria Questions.

A4.1.5 – Section E3 - Pricing Schedule

Section E3 - Pricing Schedule is the next stage that Tenderers must complete in line with the instructions detailed within that section. Prices submitted by Tenderers in Section E3 – Pricing Schedule will not be used to determine if a Tenderer can become a Provider. Only by satisfactorily passing Section E1 – Selection Criteria and Section E2 Award Criteria Questions can a Tenderer become a Provider on either of the Lots.

In relation to Lot 1 - Group Based Care and Support Open Framework Agreement, please see Schedule 2 for full information on how a Tenderer's responses to Section E3- Pricing Schedule will be used at Call Off.

For each Zone in which a Tenderer can operate, it is a requirement that Tenderers must submit at least one price for:

- Full Day Session Rate;
- Half Day Session Rate; or
- Activity Rate

For each Zone in which Tenderers can operate, it is a requirement that Tenderers must submit a price for:

- Targeted Support Hour Rate

In relation to Lot 2 Individualised Care and Support Open Framework Agreement, please see Schedule 5 for full information on how a Tenderer's responses to Section E3 – Pricing Schedule will be used to determine a Ranked Position for Call Off purposes. In summary there will be a ranked position determined for each Zone and as a result Providers may be ranked differently within the Zones for which they have tendered. The rank of 1st place will be the Provider who has submitted the lowest monetary price across each Zone, remaining positions will be determined in ascending price order with the highest monetary price submitted by a Provider assuming the last placed position.

Commercial Sensitivity

To select the most appropriate service type or Provider to meet their needs within a Service Users Personal Budget, the Authorised Officer may need to divulge the price the Provider has submitted. This is because the Service User may request knowledge of the cost in order to work out how much of a particular service they can afford in line with their Personal Budget. Please see Schedules 3 and 6.

Multiple Hour Discount

Multiple Hour Discount will only apply to Scheduled Package(s).

A discount of 15% will be applied to the price detailed by the Provider in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone. The 15% discount will not apply to the first hour of each scheduled visit and will only apply to any subsequent hour(s) (or part thereof) within that scheduled visit. (e.g. for example, a Package of Care and Support is provided on Monday for 1 hour and Tuesday for 2 hours, the first hour on Monday and Tuesday will be priced at the price detailed in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone and the subsequent hour on Tuesday shall be subject to a 15% discount).

Please see Schedules, 4, 5, and 6.

A4.1.6 – 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 may (at its discretion) conduct 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. Tenderers who are unable to documentarily demonstrate that they meet the requirement of Section E1 – Selection Criteria during Due Diligence can at the Authority's discretion be removed from the Tender Process at this stage and their Tender Response will be deemed as unacceptable and non-compliant and will not progress to further stages indicated below and will not become a Provider.

A4.1.9 – Standstill Period

The Authority will be observing 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>

A4.1.10 - Contract Award

Once the Standstill Period is complete the Authority will award an Open Framework Agreement to those Providers that are deemed a Provider on the Lot or Lots for which they have tendered and implementation can start in readiness for the Commencement Date.

All Providers (Lot 1 and Lot 2) will receive notification as to the Zones in which they are a Provider. Providers for Lot 2 – Individualised Care and Support will also receive in this notification information surrounding their Ranked Position see Schedule 5 in the applicable Zone(s).

A4.1.11 – Entry Points

Should the Authority exercise its discretion to enter into Extension Periods 1, 2 or 3 the Authority will open an Entry Point to allow Tenderers who have previously submitted a Tender and failed an opportunity to tender again to potentially become a Provider or Tenderers who have not previously tendered an opportunity to tender to potentially become a Provider for a Lot or Lots.

At each Entry Point Providers will be required to affirm that the quality of the service they provide has not altered from the information they submitted in Section E1 – Selection Criteria and Section E2 – Award Criteria Questions during the Initial Procurement Process (at Entry Point at which they become a Provider). At each Entry Point Providers will have the opportunity to re-submit Section E3 – Pricing Schedule for Lot 1 and/or Lot 2, this will allow Providers the opportunity to re-submit prices (adding, removing or amending existing prices) that have previously been submitted.

Each Entry Point will involve a Procurement Process to be conducted by the Authority annually with a contract commencement date, indicatively, on the 1st of October each year.

The Procurement Process conducted by the Authority at Entry Points may result in the Ranked Position for Lot 2 – Individualised Care and Support changing as a result of new entrants and Providers re-submitting prices. All Providers (Lot 1 and Lot 2) will receive notification as to the Zones in which they are a Provider. Providers for Lot 2 – Individualised Care and Support will also receive in this notification information surrounding their Ranked Position in the applicable Zone(s), for information on Call Off please see Schedule 2 for Lot1 and Schedule 5 for Lot2.

At each Entry Point, the Provider may re-submit the Section E3 - Pricing Schedule in accordance with the Framework Agreement for each Lot (please see Schedules 3 and 6 for full information) however any changes made to the Section E3 - Pricing Schedule will not affect the price(s) for Packages of Care and Support already entered into.

Should the Authority decide not to utilise Extension Period(s) 1, 2 or 3 the Entry Point(s) will not occur.

Below are indicative proposed timelines for subsequent Entry Points (the Authority reserves the right to amend these):

Entry Point for Extension Period 1

Proposed Date / Time	Procurement Process for Entry Point 1
Mid May 2018	Advertisement in OJEU and Contracts Finder and release of tender documents for Entry Point 1.
Mid-June 2018	Closing date for Tender Submissions for Entry Point 1.
Mid-September 2018	Award of Contract
1 st October 2018	Entry Point for Extension Period 1 commences

Entry Point for Extension Period 2

Proposed Date / Time	Procurement Process for Entry Point 2
Mid May 2019	Advertisement in OJEU and Contracts Finder and release of tender documents for Entry Point 2.
Mid-June 2019	Closing date for Tender Submissions for Entry Point 2.
Mid-September 2019	Award of Contract
1 st October 2019	Entry Point for Extension Period 2 commences

Entry Point for Extension Period 3

Proposed Date / Time	Procurement Process for Entry Point 3
Mid May 2020	Advertisement in OJEU and Contracts Finder and release of tender documents for Entry Point 3.
Mid-June 2020	Closing date for Tender Submissions for Entry Point 3.
Mid-September 2020	Award of Contract
1 st October 2020	Entry Point for Extension Period 3 commences

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	Very Poor or No Response	The response provides no confidence
20	Poor	The response provides very little confidence
40	Unsatisfactory	The response provides some confidence but not to an acceptable degree
60	Satisfactory	The response provides an acceptable degree of confidence
80	Good	The response provides a good degree of confidence
100	Excellent	The response provides a high degree of confidence

Tender Evaluation Methodology

- A4.2.3 There will be two evaluation panels to evaluate Section E2 Award Criteria Questions, members of the evaluation panels will, in isolation and 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.
- A4.2.4 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.
- A4.2.5 To ensure that the evaluation is objective a moderation process will then be undertaken with each evaluation panel convened together to discuss and agree an overall single consensus score and consensus feedback for each question using the criteria detailed above (Figure 1 Scoring Matrix and Marking Guidelines).
- A4.2.6 Each Award Criteria Question will have a corresponding weighting which is published within the Section E2 – Award Criteria Questions.
- A4.2.7 The corresponding weighting is applied to the single consensus score for each question to provide weighted consensus score.
- A4.2.8 All weighted consensus scores will then be added together to give a total quality score as specified Section E2 – Award Criteria Questions.
- A4.2.9 If a Provider has met or exceeds the Minimum Quality Threshold the Provider will be deemed a Provider on the Lot or Lots for which they have tendered.
- A4.2.10 At each stage of the process all mathematical results will be rounded to two decimal places.

A4.2.11 - Price Evaluation Methodology

A4.2.12 The Tenderers price(s) will be used in accordance with the instructions detailed in Section E3 - Pricing Schedule and the Call Off Schedules for each Lot see Schedules 2 and 5.

A4.2.13 The evaluation of the price(s) in relation to Lot 1 and the Ranked Position(s) in relation to Lot 2 will be conducted separately and not by the evaluation panel evaluating section E2 Award Criteria Questions. The price(s) will be used at point of Call Off in line with the Call Off schedules referenced above.

A4.2.14 - Final Evaluation Score

A4.2.15 The score achieved in Section E2 – Award Criteria Questions will be the final score. For Lot 1, this will be recorded and must meet the requirements of the Minimum Quality Threshold in order to determine if the Tenderer can become a Provider and will not be used in the Call Off process.

For Lot 2 this will be recorded and must meet the requirements of the Minimum Quality Threshold and will be used during Call Off to make a determination should an instance arise where identical prices are submitted by two or more Tenderers for Lot 2, see Schedule 5 for more information.

This document is for information only and must not be used for responding to this tender

SECTION 'B': Specification

Please see Schedule 1 for Lot 1 – Group Based Care and Support Specification and Schedule 4 for Lot 2 – Individualised Care and Support Specification.

This document is for information only and must not be used for responding to this tender

SECTION C: Terms and Conditions of Contract

Please see Schedule 3 Framework Agreement for Lot 1 – Group Based Care and Support.

Please see Schedule 6 Framework Agreement for Lot 2 – Individualised Care and Support.

This document is for information only and must not be used for responding to this tender

SECTION D: Lot 1 – Group Based Care and Support Description of Service.

A requirement of the Call Off Schedule for Lot 1 – Group Based Care and Support is that Tenderers must provide a full Description of Service(s) they offer. This will be used by the Authorised Officer when performing the Call Off with the Service User.

This must include, but not limited to; the type(s) of service(s) offered, which Service Users the Tenderer determine would most benefit from their services (for example those with learning difficulties, mental health issues, older people, sensory loss etc.), and any direct costs to Service Users such as meals etc. and any other information which may be useful.

Please endeavour to keep the description brief and as succinct as possible.

Please use the box below:

Lot 1 – Group Based Care and Support Description of Service.
Tenderers for Lot 1 to complete

NOTE: Section D is for information only purposes and will not be used to evaluate your tender.

Section E1 Selection Criteria

The Tenderers' responses to these questions contained in Section E1 Selection Criteria will be used to select compliant Tenderers to go forward to the tender evaluation stage. These questions will be PASS / FAIL, discretionary PASS/Fail or For Information Only. Tenderers supporting statements (where applicable) should be succinct concise and as brief as possible and self-contained not referring to additional documents or other supporting statements other than the ESPD

where in accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/ Available at

http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL_2016_003_R_0004&from=EN

Devon County Council will accept submission of the following parts/sections of the ESPD as part of any submission:

1. ESPD Part II (A,B,C,D)
2. ESPD Part III (A,B,C,D)

Where Tenderers choose to submit all or any part of the ESPD in place of an element required in Section E1 Selection Criteria of this ITT this must be clearly identified and referenced by the Tenderer against that element in this ITT. Any ESPD responses will be assessed in the same way as the responses to Section E1 as outlined below

Selection Criteria Questions

Figure 2 - Selection Criteria Question table:

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	Economic and Financial Standing	Discretionary - PASS / FAIL
4.2	Not Used	Not Used
5.1 – 5.3	Company Information	Information Only / As

		Applicable
6.1	Technical and professional Ability	Information Only
6.2	Technical and professional Ability	Information Only / As Applicable
6.3	Technical and professional Ability	Information Only / As Applicable
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	Mandatory - PASS / FAIL
8.2(a) – 8.2(c)	Compliance with equality legislation	As Applicable / Discretionary - PASS / FAIL
8.3(a) – 8.3(c)	Health and Safety	As Applicable / Discretionary - PASS / FAIL
8.4(a) – 8.4(a)xi	Safeguarding Vulnerable Groups	Mandatory - PASS / FAIL
8.5(a) – 8.5(m)	Data Protection	Mandatory - PASS / FAIL
Declaration		PASS / FAIL

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

The standard Selection Questionnaire is a self-declaration, made by you (the Tender and potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

When completed, this form is to be 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

¹ 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

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.

This document is for information only and must not be used for responding to this tender

Supporting Independence

CP1329-16

This is procured under Part 2, Chapter 3, Section 7 of the Public Contracts Regulations 2015 (PCR 2015) – Social and Other Specific Services (also known as ‘the light touch regime’) and this procurement does not follow, in particular, any of the defined procedures of the PCR 2015 (even if there are similarities) but does seek to adhere to the best practice procurement principles of Openness, Transparency, Fairness and Equity.

Guidance Notes for completion

1. The Authority means the Commissioner, 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 / Tenderer” 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 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 Section E1 Selection Criteria, 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. All sub-contractors are required to complete Part 1 and Part 2².
7. For answers to Part 3 If tendering on behalf of a group, for example, a consortium, or 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.

² See PCR 2015 regulations 71 (8)-(9)

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

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 (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(g)	Head office DUNS number (if applicable)		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes	No
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) ³ ?	Yes	No
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁴ <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. ⁵	
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	

³ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁴ 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.](#)

⁵ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

		address (if applicable)	
		Registration number (if applicable)	
		Head office DUNS number (if applicable)	
		Head office VAT number (if applicable)	
1.1(p)	Details of ultimate parent company: (Please enter N/A if not applicable)	Full name of the ultimate parent company	
		Registered office address (if applicable)	
		Registration number (if applicable)	
		Head office DUNS number (if applicable)	
		Head office VAT number (if applicable)	

Please 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 yes , 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 no, and you are a supporting bidder 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 (if applicable)		
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)	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.		
	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	
	The contact information provided here will be used throughout the Procurement Process and Contract Duration. The Contact Name will become the Authorised Representative as per Schedules 3 and Schedule 6.	
	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)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .		
2.1(a) - (i)	Participation in a criminal organisation. <i>If Yes please provide details at 2.1(b)</i>	Yes (Fail)	No (Pass)
2.1(a) - (ii)	Corruption. <i>If Yes please provide details at 2.1(b)</i>	Yes (Fail)	No (Pass)
2.1(a) - (iii)	Fraud. <i>If Yes please provide details at 2.1(b)</i>	Yes (Fail)	No (Pass)
2.1(a) - (iv)	Terrorist offences or offences linked to terrorist activities <i>If Yes please provide details at 2.1(b)</i>	Yes (Fail)	No (Pass)
2.1(a) - (v)	Money laundering or terrorist financing <i>If Yes please provide details at 2.1(b)</i>	Yes (Fail)	No (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>	Yes (Fail)	No (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)	Yes	No
2.3(a)	Regulation 57(3)	Yes (Fail)	No (Pass)

	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?		
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.

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Question Number	Grounds for discretionary exclusion		
	Question	Response	
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage , 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 absence of grounds for exclusion or the fulfilment of the selection criteria. <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (Pass)
3.1(j) - (ii)	The organisation has withheld such information. <i>If yes please provide details at 3.2</i>	Yes (Fail)	No (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>	Yes (Fail)	No (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>	Yes (Fail)	No (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

Please note that the responses to each of the questions in part 3 are evaluated differently – Please refer to Figure 2 - Selection Criteria Question table above for details

Question Number	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested by the Authority?	Yes No
	If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes No
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes No
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes No
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		
		Yes	No	N/A
5.1	Are you able to provide parent company accounts if requested to at a later stage?			
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes	No	N/A
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes	No	N/A

Section 6	Technical and Professional Ability
Question Number	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. The Authority may at its discretion contact the customer organisation detailed as per A1.28.10.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2
Name of customer organisation		
Point of contact in the organisation		
Position in the organisation		
E-mail address		
Description of contract		
Contract Start date		
Contract completion date		
Estimated contract value		

6.2	Not Used

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

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015		
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
	If yes: Please provide the relevant URL in the box below		
	If No: Please provide an explanation in the box below		

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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 Figure 2 Selection Criteria Question table above 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	Insurance		
	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:	YES (Pass)	NO (Fail)
	<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>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 – Compliance with equality legislation

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

8.2(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>	YES	NO	N/A						
8.2(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>	YES	NO							
8.2(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>	<p>Have you Attached an Appendix?</p> <table border="1"> <tr> <td>YES</td> <td>NO</td> <td>N/A</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			YES	NO	N/A			
YES	NO	N/A								
8.2(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>	YES	NO	N/A						

8.3 - Health and Safety

8.3(a)	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	YES	NO
8.3(b)i	<p>Has your organisation or any of its Directors or</p>	YES	NO

	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?		
8.3(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
8.3(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

8.4 Safeguarding Vulnerable Groups – PASS/FAIL			
If you answer "No" to any of the questions/statements below you will fail in your application.			
8.4(a)	Please confirm that your Organisation has a Safeguarding Policy	Yes (Pass)	No (Fail)
	As a minimum your policy should include:		
8.4(a)ii	Have been reviewed in the last 3 years	Yes (Pass)	No (Fail)
8.4(a)ii	Is in accordance with current legislation (reference to and be consistent with Care Act 2014, Care Act statutory guidance on Safeguarding in Chapter 14, Safeguarding Vulnerable Groups Act 2006, Mental Capacity Act 2005, Children Act 1989 (Revised 2004) and Working Together to Safeguard Children 2015.	Yes (Pass)	No (Fail)
8.4(a)iii	Covers Children, Adults and Vulnerable Adults (even if the Service is working with Adults or Children).	Yes (Pass)	No (Fail)
8.4(a)iv	Are in accordance with the South West Child Protection Procedures and web pages: http://www.proceduresonline.com/swcpp/	Yes (Pass)	No (Fail)
8.4(a)v	Cover staff/Volunteer recruitment and on-going checks (references)	Yes (Pass)	No (Fail)
8.4(a)vi	Make reference to your "Whistleblowing" procedures	Yes (Pass)	No (Fail)

8.4(a)vii	Include the process for identifying, assessing and managing risk associated with Safeguarding (lone working, professional boundaries)	Yes (Pass)	No (Fail)
8.4(a)vii	Include a clear procedure for responding to safeguarding concerns (including details of where and how to log concerns and subsequent actions)	Yes (Pass)	No (Fail)
8.4(a)ix	Include details of how it is communicated to staff, volunteers and service users	Yes (Pass)	No (Fail)
8.4(a)x	Make clear reference to local safeguarding processes and essential local contacts	Yes (Pass)	No (Fail)
8.4(a)xi	Indicate minimum training requirements of Staff including alerts and registered managers as sated within local Safeguarding Policies and Procedures	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.

8.5 Data Protection			
8.5(a)	<p>Please self-certify that your organisation complies with its legal obligations under the Data Protection Act and will sign the Data Processing Agreement in Appendix A, has read the 'Small Businesses: What you need to know about Cyber Security' Guide in Appendix F and Data Protection: What you need to know Guide in Appendix G.</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(b)	<p>Please self-certify that you have or will have in place before the Commencement Date a Data Protection policy which has been read and signed by all your staff and workers who handle personal data on behalf of the Authority?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(c)	<p>Please self-certify that you have or will have in place before the Commencement Date a policy which includes all of the essential provisions, as identified in section 2 of Appendix G Data Protection: What you need to know Guide?</p> <p>If answering 'No' to this question the Authority reserves</p>	Yes (Pass)	No (Fail)

	the right to exclude you from the procurement process.		
8.5(d)	<p>Please self-certify that all staff and workers who handle personal data on behalf of the Authority have or will have been provided before the Commencement Date with Data Protection training which includes the essential guidance as identified in Section 3 of Appendix G Data Protection: What you need to know Guide?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(e)	<p>Please self-certify that you can provide a secure office environment where personal data will be stored and processed, in line with the requirements laid out in Section 4 of Appendix G Data Protection: What you need to know Guide?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(f)	<p>Please self-certify that you provide all workers and staff who carry personal data out of the office with a secure method of transporting that data, in line with the requirements laid out in Section 5 of Appendix G Data Protection: What you need to know Guide?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(g)	<p>Please self-certify that guidance on how to handle personal data securely is freely available to all staff and workers or will be before the Commencement Date, please see Section 6 of Appendix G Data Protection: What you need to know Guide?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(h)	<p>Please self-certify that you will receive all information sent to you electronically by the Authority, using Egress Switch?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(i)	<p>Please self-certify that you have in place or will have in place before the Commencement Date a process for investigating suspected Data Protection breaches and a nominated officer who will liaise with the Authority in the event of the breach involving the Authorities data?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(j)	Please self-certify that you will nominate someone appropriate within your organisation to who will be	Yes (Pass)	No (Fail)

	<p>responsible for overseeing your organisations compliance with the above question 8.4 (e)?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>		
8.5(k)	<p>Please self-certify that you download and install software updates as soon as they appear?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(l)	<p>Please self-certify that your computer systems have anti-virus software installed?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)
8.5(m)	<p>Please self-certify you use passwords to prevent unauthorised access to your computer systems?</p> <p>If answering 'No' to this question the Authority reserves the right to exclude you from the procurement process.</p>	Yes (Pass)	No (Fail)

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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.

<p>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).</p> <p>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.</p> <p>I also declare that there is no conflict of interest in relation to the Authority's requirement.</p> <p>The following appendices also form part of our response to the Selection criteria questions;</p> <table border="1"> <thead> <tr> <th>Section Question #</th> <th>Appendix 'file name'</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Section Question #	Appendix 'file name'										
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.

Section E2 – Award Criteria Questions contain eight questions, Tenderers must answer all of these questions. A Tenderer's response to these questions will be used to determine if the Tenderer meets the Minimum Quality Threshold for the Lot or Lots for which they are tendering. If a Tenderer is tendering for both lots, there is no requirement for the Tenderer to answer the questions twice; questions have been designed to elicit a suitable response from Tenderers to determine a Tenderers capability to deliver the requirements of one or both of the Lots.

Overall Tender Weightings

- 100% in relation to Award Criteria Questions.

Award Criteria Questions

Award Criteria questions account for 100% of the overall tender weightings.

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

The question weighting below signifies each questions weighting as:

Total Weighting for the all Award Criteria Questions = 100% of Overall Evaluation.

Tender Questions for all Contracts	Maximum Score for each Question	Question Weighting	Maximum Weighted Score Available	Maximum Permissible Word Count
EA1	100	12.5%	12.5%	700
EA2	100	12.5%	12.5%	500
EA3	100	12.5%	12.5%	300
EA4	100	12.5%	12.5%	700
EA5	100	12.5%	12.5%	500
EA6	100	12.5%	12.5%	700
EA7	100	12.5%	12.5%	500
EA8	100	12.5%	12.5%	300
EA9	100	12.5%	12.5%	700

Minimum Quality Threshold

The maximum score available for Section E2 – Award Criteria Questions will be 100%. Tenderers must score an average of 40% or more to be determined as having a service that is of satisfactory quality for the Authority. Tenders who score 39% or less will be removed from the Tender Process at this stage and their Tender Response will be deemed as unacceptable and non-compliant and will not progress to further stages and will not become a Provider.

Tenderers who score between 40% and 59% in Section E2 – Award Criteria Questions the Authority, at its discretion, may work with the Tenderer after Award of Contract with regard to the responses to Section E2 Award Criteria Questions.

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, please see A1.29) and should contain sufficient information to demonstrate what and how you intend to deliver the services subject of the Specifications contained in Schedule 1 and 4 of this Invitation to Tender.

Tenderers answers to Section E2 - Award Criteria Questions, are limited to the word count specified. 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).

For the avoidance of doubt there is no requirement for attachments in response to the Award Criteria Questions.

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.

Quality / Award Criteria Questions

Number	Question	Question Weighting	Maximum Permissible Word Count
EA1	How will your organisation ensure that its managers, staff and any volunteers are safely recruited, suitably trained, understand and are able to apply your organisation's policies and procedures?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA2	How will your organisation safeguard people that use its services?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA3	How will your organisation ensure that equality and diversity is respected and promoted through the services it provides?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA4	How will your organisation ensure that it provides a person centred service that meets people's needs, wishes and outcomes?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA5	How will your organisation ensure that service users, staff and volunteers are aware of its complaints, safeguarding and whistle blowing policies and are able to access independent advocacy for Service Users where necessary?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA6	How will your organisation ensure that its service is of good quality and that areas for improvement are identified and acted upon?	12.5%	700

Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA7	How will your organisation ensure that people attending its services (and their carers) are fully involved in deciding how services are delivered to them and are involved in service development?	12.5%	700
Tenderer to complete			

Number	Question	Question Weighting	Maximum Permissible Word Count
EA8	How will your organisation deliver additional social value to local and/or the wider community through its delivery of this contract? Your answer must align to the criteria contained in section 13.8 of Schedule 1 and 13.6 of Schedule 3 (which are the same)?	12.5%	700
Tenderer to complete			

Section E3 - Pricing Schedule – Lot 1 Group Based Care and Support

Tenderers must state their price(s) for the Zone(s) in which they can operate.

Tenderers should select the Zone(s) in which they can operate; if a Tenderer can only operate in part of a Zone they should still select that Zone. The Authority will only Call Off from Providers that have tendered for Zone(s) where the need has arisen.

The Tenderers price(s) will be used by the Authority to Call Off, in accordance with the criteria contained within Schedule 2 - Call Off Schedule for Lot 1 Group Based Care and Support Open Framework Agreement and Schedule 3 – Framework Agreement for Lot 1 Group Based Care and Support Open Framework Agreement.

Section E3 – Pricing Schedule – Lot 1 Group Based Care and Support				
Tenderer Name:		Tenderer to complete		
Zone	Units of Service			
	Full Day Session Rate	Half Day Session Rate	Activity Rate	Targeted Hour Support Rate
1 Bideford/Northam, Great Torrington and Holsworthy	£	£	£	£
2 Ilfracombe, Lynton/Lynmouth, Barnstaple, South Molton	£	£	£	£
3 Tiverton, Crediton, Cullompton	£	£	£	£
4 Exeter	£	£	£	£
5 Honiton, Sidmouth, Exmouth, Seaton	£	£	£	£
6 Newton Abbot, Totnes, Dartmouth	£	£	£	£
7 Tavistock, Ivybridge	£	£	£	£
8 Okehampton, Moretonhampstead	£	£	£	£

Please see section 2.3 (Units of Service) of the Specification at Schedule 1 for more information on session rates.

Prices must be submitted in pounds sterling (£), must be exclusive of VAT, must not have more than two decimal places and must be divisible by two. Prices must be complete, final and fully inclusive of all Tenderer costs as there will not be an opportunity to submit adjusted prices except at Entry Points. Failure to adhere to all instructions in this section will result in the Tender Response being removed from the Procurement Process and will be considered as a non-compliant tender and as such the Tenderer will not be eligible for award of contract.

For each Zone in which a Tenderer can operate, it is a requirement that Tenderers must submit **at least one** price for:

- Full Day Session Rate;
- Half Day Session Rate; or
- Activity Rate

For each Zone in which Tenderers can operate, it is a requirement that Tenderers **must submit** a price for:

- Targeted Support Hour Rate

Other than at Entry Points Providers will not be permitted to add, remove or amend prices under any circumstances.

Commercial Sensitivity

To select the most appropriate service type or Provider to meet their needs within a Service User's Personal Budget, the Authorised Officer may need to divulge the price the Provider has submitted. This is because the Service User may request knowledge of the cost in order to work out how much of a particular service they can afford in line with their Personal Budget. Please see: A4.1.5 of this ITT and Schedule 3.

Declaration:

The price(s) quoted in Section E3 Pricing Schedule Lot 1 Group Based Care and Support of this Tender Response shall remain throughout the Contract Duration for Lot 1 Group Based Care and Support.

I / We offer to supply the services listed in the pricing schedule in compliance with the ITT Specification and Associated Documents for Lot 1 Group Based Care and Support forming the agreement for Lot 1 and at the fixed price(s) above.

*Signed: Date:

Name: *(in block capitals)*:

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

This document is for information only and must not be used for responding to this tender

Section E3 - Pricing Schedule – Lot 2 Individualised Care and Support

Tenderers must state their price(s) for the Zone(s) in which they can operate.

Tenderers should select which Zone(s) they can operate; if a Tenderer can only operate in part of a Zone they should still select that Zone. The Authority will only Call Off from those Providers that have tendered for a certain Zone.

The Tenderers price(s) will be used by the Authority to Call Off, in accordance with the criteria contained within Schedule 5 - Call Off Schedule for Lot 2 Individualised Care and Support Open Framework Agreement and Schedule 6 – Framework Agreement for Lot 2 Individualised Care and Support Open Framework Agreement.

Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support	
Tenderer Name:	<i>Tenderer to complete</i>
Zone	Hourly Rate
1 Bideford/Northam, Great Torrington and Holsworthy	£
2 Ilfracombe, Lynton/Lynmouth, Barnstaple, South Molton	£
3 Tiverton, Crediton, Cullompton	£
4 Exeter	£
5 Honiton, Sidmouth, Exmouth, Seaton	£
6 Newton Abbot, Totnes, Dartmouth	£
7 Tavistock, Ivybridge	£
8 Okehampton, Moretonhampstead	£

Prices must be submitted in pounds sterling (£), must be exclusive of VAT, must not have more than two decimal places and must be divisible by two. Prices must be complete, final and fully inclusive of all Tenderer costs as there will not be an opportunity to submit adjusted prices except at Entry Points. Failure to adhere to all instructions in this section will result in the Tender Response being removed from the Procurement Process and will be considered as a non-compliant tender and as such the Tenderer will not be eligible for award of contract.

Other than at Entry Points Providers will not be permitted to add, remove or amend prices under any circumstances.

Commercial Sensitivity

To select the most appropriate service type or Provider to meet their needs within a Service Users Personal Budget, the Authorised Officer may need to divulge the price the Provider has submitted. This is because the Service User may request knowledge of the cost in order to work out how much of a particular service they can afford in line with their Personal Budget. Please see: A4.1.5 of this ITT and Schedule 6.

Multiple Hour Discount

Multiple Hour Discount will only apply to Scheduled Package(s).

A discount of 15% will be applied to the price detailed by the Provider in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone. The 15% discount will not apply to the first hour of each scheduled visit and will only apply to any subsequent hour(s) (or part thereof) within that scheduled visit. (e.g. for example –a Package of Care and Support is provided on Monday for 1 hour and Tuesday for 2 hours, the first hour on Monday and Tuesday will be priced at the price detailed in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone and the subsequent hour on Tuesday shall be subject to a 15% discount).

Please see Schedules 4, 5 and 6.

Declaration:

The price(s) quoted in Section E3 Pricing Schedule Lot 2 Individualised Care and Support of this Tender Response shall remain throughout the Contract Duration for Lot 2 Individualised Care and Support:

I / We offer to supply the services listed in the pricing schedule in compliance with the ITT, Specification and Associated Documents for Lot 2 Individualised Care and Support forming the agreement for Lot 2 and at the fixed price(s) above.

*Signed: Date:

Name: *(in block capitals)*:

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

Appendices

Please see separate appendices attached in zip files on ProContract.

This document is for information only and must not be used for responding to this tender