

Strategic Sourcing & Procurement



INVITATION TO TENDER

COMMUNITY DAY
OPPORTUNITIES FOR
INDIVIDUALS WITH
DISABILITIES

Important Notice

This document has been prepared by The Kent County Council (“the Council”) to present the Council’s requirements and provides details to tenderers for this tender process.

This document must be read in conjunction with:

- Invitation To Tender;
- Appendix A - Pricing Criteria;
- Info Only - Unit Cost Tool for Day Services
- Info Only - Business Continuity Plan – Guidance Document;
- Info Only - ProActis Help Centre – How To Submit A Tender Response;
- Info Only - Frequently Asked Questions;
- Schedule 2 - Service Specification;
- Schedule 3 - Pricing Schedule;
- Schedule 4(i) - Selection Criteria - Tender Questionnaire;
- Schedule 4(ii) - Award Criteria - Tender Questionnaire;
- Schedule 12 - Business Continuity Plan – Template;
- Schedule 13 - Commercially Sensitive Information;
- Schedule 14 - Contract Management;
- Terms and Conditions for SS15087;

If a tenderer considers that any of the information submitted in its tender should not be disclosed by the Council under a Freedom of Information Act 2000 request, it will have to set this out in the Freedom of Information Form provided by the Employer in Schedule 13 Commercially Sensitive Information (Forms for Completion). The tenderer will accept any decision made by the Employer as set out in the Freedom of Information Form.

You are advised to read all sections carefully before tendering. Should you have any difficulties with the tender, documentation or process please contact Strategic Sourcing & Procurement via the Discussion facility on the Kent Business Portal as identified in Section 2 of the Invitation to Tender. This documentation is non- transferable.

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1. Scope & Context

Kent County Council (the Council) is the largest local authority in England covering an area of 3,500 square kilometres. It has an annual expenditure of over £1bn on goods and services and a population of 1.48m. The Council provides a wide range of personal and strategic services on behalf of its residents, operating in partnership with 12 district councils and 289 parish/town councils.

The Council consists of four directorates

- Social Care, Health and Wellbeing
- Education and Young People's Services
- Growth, Environment and Transport
- Strategic and Corporate Services

This requirement is for Community Day Opportunities for Individuals with Disabilities within the Social Care, Health and Wellbeing Directorate.

We are committed to achieving our vision through the following three strategic outcomes which provide a simple and effective focus for everything we do that is recognised by Members, our staff, partners and the wider public:

- Children and young people in Kent get the best start in life
- Kent communities feel the benefits of economic growth by being in-work, healthy and enjoying a good quality of life
- Older and vulnerable residents are safe and supported with choices to live independently

Further information on the Strategic Statement can be found at:

<http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies/increasing-opportunities-improving-outcomes>

This requirement supports people living with a learning disability and/or physical disability that are over 16 years old within the community. People accessing the service are supported by providers to access community day services. Kent County Council current spends approximately £7m per year in the learning disability external day care market.

Providing for future changes:

The new commissioned service will deliver day opportunities which are inclusive, safe and flexible and which shape the market by promoting diversity and choice. The new contract will ensure visibility around how individual outcomes are being met and provides a standard quality within the market, making it sustainable and consistent.

Call off process

Referrals to the service will be via Kent County Council's Social Care teams. An electronic directory will be compiled containing information relating to all providers that are successful in getting on to the framework contract to provide Community Day Opportunities for Individuals with Disabilities. When reviewing an individual's care and support plan, Social Care teams will

work with the individual (and their parents/carers as appropriate) to search the directory and identify which opportunities on the framework could best meet their needs and aspirations. Once a shortlist of services has been identified the individual may wish to visit the services and take part in taster sessions, if offered by the provider, in order to establish which service(s) they wish to attend to best meet their identified outcomes.

Once the ability to provide a place within the service to the individual has been confirmed between the Provider and the relevant KCC Social Care team, a Service Order (SO) will be issued to the provider detailing the service being commissioned.

Contract length

The Open framework agreement commenced on 10/04/2017 and will continue for a period of 48 months.

The framework agreement will open to new entrants at points throughout its life. These points shall be at or around the 6, 12, 24 and 36 month points.

The estimated total value of the framework is £28,000,000 but no guarantee is given as to the actual value of the contract.

Any quantities shown within this Invitation to Tender and any relevant documentation are estimated and the Council gives no warranty as to the accuracy or completeness of any such quantities.

Strategic Sourcing & Procurement is the lead division within the Council on all procurement matters and are undertaking the tendering and contracting of this requirement.

Lots

The Services have been divided into the following work packages (**Lots**):

Lot	Description
Lot 1a	Lot 1a Promoting Wellbeing Service for Individuals with Learning Disabilities
Lot 1b	Lot 1b Promoting Wellbeing Service for Individuals with Physical Disabilities (including Sensory and Autism, in the absence of a Learning Disability)
Lot 2a	Lot 2a Promoting Independence Service for Individuals with Learning Disabilities
Lot 2b	Lot 2b Promoting Independence Service for Individuals with Physical Disabilities (including Sensory and Autism, in the absence of a Learning Disability)
Lot 3	Lot 3 Employment Support Service
Lot 4*	Lot 4 Additional Support Service
Additional Element*	Transport

*Providers must note that to be awarded Lot 4 and/or the additional element (transport); they must also be awarded Lot 1a/1b and/or 2a/2b.

Further details on these service delivery and Lot requirements can be found within the Schedule 2 Service Specification. Providers may tender for all available Lots, should they feel they are capable of fulfilling the requirements of all said Lots.

TUPE

The view of the Council is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive may not apply to this contract, however Tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the contract Terms and Conditions.

2. Instructions to Tenderers

General

These instructions are designed to ensure that all tenderers are given equal and fair consideration. It is important that you provide all the information asked for in the format and order specified. Please use the discussion facility on the Kent Business Portal if you require clarification on any sections of this Invitation to Tender.

Tenderers should read these instructions carefully before completing the tender response. Failure to comply with the completion and submission requirements may result in the rejection of the tender. Submission of your tender using the Kent Business Portal will be deemed to indicate that the tenderer accepts these conditions of participation.

The Invitation to Tender consists of this document and the information held on the Kent Business Portal relating to this document. The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Council. This Invitation to Tender is not transferable.

Timescales

Set out below is the proposed procurement timetable.

Proposed Procurement Timetable	
Publication of Kent Business Portal advert and OJEU notice	24 January 2020
Publication of ITT Documentation on the Kent Business Portal	24 January 2020
Deadline to submit requests for clarification via the ProContract Discussion facility	17 February 2020 12:00 noon
Deadline for Tender Responses	24 February 2020 10:00am
Tender Evaluation	End February 2020
Contract Preparation	Mid-March 2020
Contracts Issued	Late March 2020
Contract Commencement Date	Early April 2020

These dates above are provided for information purposes only. The Council does not guarantee to complete each phase by the date stated above.

Requirement Clarification (pre-submission)

All requests for clarification and other communication from tenderers during the period of this procurement exercise must be directed via the Question and Answer facility within ProContract.

The Council will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. No requests for clarification will be accepted after **17th February 2020 at 12 noon.**

In order to ensure equality of treatment of tenderers, the Council intends to publish the questions and clarifications raised by tenderers together with the Council's responses (but not the source of the questions) to all participants. If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

Tender Clarification (post-submission)

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

Preparation of Tender

The information contained within this document should be regarded as a statement of the Council's current position as it is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender tenderers shall be deemed to have read and understood all of the tender documents.

Contract award

The Council may award Contract(s) on the basis of a Tender submitted in accordance with the Tender documents. Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into. Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the Public Contract Regulations 2015 before entering into any Contract(s).

Confidentiality and Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 ("EIR"), the Audit Commission Act 1998 and any other statutory obligation ("the Statutory Disclosure Duties") the Council may be required to disclose or make available for public inspection information submitted by the tenderer to the Council.

In respect to any information submitted by a tenderer that it considers to be commercially sensitive (or otherwise exempt from disclosure) the tenderer should:

- Clearly identify such information as commercially sensitive (or otherwise exempt from disclosure);
- Explain the potential implications of disclosure of such information; and

- Provide an estimate of the period of time during which the tenderer believes that such information will remain commercially sensitive (or otherwise exempt from disclosure).

Where a tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with its Statutory Disclosure Duties. Accordingly, the Council cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Council and the tenderer should not attempt to answer the request without first consulting with the Council.

Tender Validity

The tenderer is required to hold the tender open for acceptance by the Council for a period of 120 days from the closing date for the submission of tenders.

Conditional Tenders

Conditional tenders cannot be accepted. If a conditional tender is submitted, the Council may (in its absolute discretion) either:

- Invite the tenderer to withdraw the condition, failing which the tender shall be rejected; or
- Reject the tender.

Submission of Tenders

If you fail to complete and return all of the items in the following table the Council reserve the right to treat your tender as non-compliant and to reject it on this basis.

- Schedule 4(i) - Tender Questionnaire Selection Criteria;
- Schedule 4(ii) - Tender Questionnaire - Award Criteria;
- Schedule 3 – Pricing Schedule;
- Schedule 13 – Commercially Sensitive Information (requires signature);

All documents requiring a signature must be signed:-

- Where the tenderer is an individual by that individual;
- Where the tenderer is a partnership, by at least two duly authorised Partners;
- Where the tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.

The tender and any documents accompanying it must be in the English language.

Tenderers must submit their Tender via the Kent Business Portal (<https://www.kentbusinessportal.org.uk>) which allows data entry and the uploading of attachments where applicable. Only submissions made via the Kent Business Portal will be considered. Any additional documentation submitted outside of this, but not immediately apparent to the evaluator will be at risk of not being assessed.

Please do-not embed any files in your response, instead where required, clearly mark all appendices for each response provided. Any additional documentation submitted, but not immediately apparent to the evaluator may be at risk of not being assessed.

E-mail submission **cannot** be taken as meeting the deadline (and may raise problems with filter limits).

Tenders must be submitted via the Kent Business Portal, to arrive no later than 10.00am on:

Monday 24th February 2020

The Council may, however, in its own absolute discretion extend the deadline for the submission of tenders and in such circumstances the Council will notify all tenderers of any change. A 10MB file will take approximately 5 minutes on average to upload. Please take this into consideration when uploading larger files, and ensure that you leave enough time to complete your submission.

Instructions on how to submit your response can be found within the 'Help' facility in ProContract. These instructions should be consulted in order to ensure that your response is submitted correctly.

Right to Reject/Disqualify

The Council reserves the right to reject or disqualify a tenderer at any time prior to a contract being entered into where:

- The tenderer has, in the Council's reasonable opinion committed a material misrepresentation in relation to its tender; expression of interest; the PQQ or any other aspect of the tender process; and/or
- There has been a change in identity or control of the Tenderer such that in the Council's reasonable opinion, the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
- The tenderer fails to provide all the documentation specifically requested (including appendices).
- The Tender fails to meet any mandatory requirement, or fails to meet a stated threshold requirement specified in the ITT.
- Where the 'Open' procedure has been used, the Tenderer fails to meet the discretionary or mandatory grounds for disqualification (under regulation 57 of the Public Contracts Regulations 2015) or any minimum selection criteria, upon which tenderers are selected to participate in the tender (under regulations 58, 60 and 61 of the Public Contracts Regulations 2015)
- The Tenderer at any time ceases to meet the discretionary or mandatory grounds for disqualification (under regulation 57 of the Public Contracts Regulations 2015) or any minimum selection criteria, upon which the tenderer was selected to participate in the tender at selection stage (under regulations 58, 60 and 61 of the Public Contracts Regulations 2015).
- The tenderer submits a conditional tender.
- The tenderer has canvassed an officer, member or agent of the Council in connection with the tender.
- The tenderer has, in the reasonable opinion of the Council, behaved in a collusive manner in connection with the tender process.

Right to Cancel, Clarify or Vary the Process

The Council reserves the right (but is under no obligation) to:

- Amend the Invitation to Tender process.
- Require the tenderer to clarify its tender in writing and/or provide additional information. (Failure to respond adequately may result in the tenderer not being selected).
- Not to award the contract at all for any reason whatsoever.
- Discontinue the process at any time for any reason whatsoever without incurring liability to any tenderer.

Canvassing

The Council reserves the right to disqualify any tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Council concerning this tender or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other tenderer, tender or proposed tender.

Disclaimers

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

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

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

Collusive Behaviour

Any tenderer who:

- Fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other party; or
- Communicates to any party other than the Council any amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or
- Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender; or
- Enters into any agreement or arrangement with any other party as to the amount of any tender submitted; or
- Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, shall be disqualified.

Parent Company Guarantee

In the event of a tendering company having a parent company a Parent Company Guarantee will be required in the form as shown in Schedule 10 of the Contract (see Terms & Conditions).

Tenderers are required to state, within their tender submission, if either of the above is applicable to them and if so, what organisation will be providing the guarantee.

The Parent Company Guarantee will form part of the contract should the tenderer be successful. If applicable, a signed contract returned without a signed Parent Company Guarantee will not be accepted.

Assessment of Tenders

All tenders received will be considered on the information contained in the tender or obtained by the Council as a direct result of the tender process.

The Authority will be awarding the contract to the most economically advantageous tender taking into account price and quality.

Criteria	Weighting
Selection Criteria	
Mandatory Selection Requirements	Pass/Fail
Discretionary Selection Requirements	Pass/Fail
Financial / Insurances (Economic Standing)	Pass/Fail
Award Criteria	
Quality and Capability Weighted Criteria Tenderers must achieve a minimum score of 2 per question in order to progress. Each answer is scored and weighted in accordance with the Award Evaluation Criteria;	Minimum score of 2 per question
Pricing Evaluation Tenderers must submit at a price within the award zone, with consideration to the requirements of the award zone as detailed within the Pricing Criteria	Providers, when taking into account their quality score, must be within the 'award zone'

Assessment Methodology is outlined within the Selection Criteria Tender Questionnaire, the Award Criteria Tender Questionnaire and the Pricing Criteria documents on how the Council will evaluate each section of the tenderers response.

Failure to meet these requirements will result in your submission being rejected without further evaluation.

Tenderers will need to pass;

- Selection Criteria - Pass/Fail criteria
- Award Criteria – Pricing Evaluation
- Award Criteria - Quality & Capability threshold 2 or more per question

All Tenderers who fall within the requisite 'award zone' shall be admitted onto the framework agreement for the applicable Lot(s) pending the elapse of the standstill period (10 calendar days after the Council's decision to award is published; please refer to the procurement timetable).

Abnormally Low Bids

Under Regulation 69 of Public Contracts Regulations 2015 if a tenderer returns an abnormally low priced tender response, in relation to the spread of pricing received from other tenderers, the Council reserves the right to request an explanation in writing from the tenderer of the offer or those parts which it considers contribute to the offer being abnormally low. The Council will take account of the evidence provided in the response to a request in writing and will subsequently verify the offer or parts of the offer being abnormally low with the tenderer. Only at the end of this clarification period taking into account the individual facts, will the Council decide whether the offer should be rejected or not. The Council reserves the right to reject the offer when the evidence supplied does not satisfactorily explain the low level of price and costs. Any tenderer must return the clarifying information within two working days from issue by the Council, via the Kent Business Portal.

Council Not Bound

The Council does not bind itself to accept the lowest or any tender for all or any part of the requirement and will not accept responsibility for any expense or loss which may be incurred by any tenderer in the preparation of the tender should the Council decide to discontinue the tender process or for any other reason whatsoever.

Any discussions or correspondence between the Council and tenderers shall be conducted without any obligation whatsoever by the Council to enter into or become bound by any contract.

Unless agreed in writing by Jack Moss (Procurement Manager for Care), no amendment or modification can be made to the Invitation to Tender documentation.

The Council will not be bound by any contract until the Contract is embodied in a formal document and executed as a deed under the Common Seal of the Council.

Contract Document

The contract to be awarded shall be in the form of the draft contract in Section Four of this document which will be executed as a deed under the Common Seal of the Council and such contract shall incorporate the tender documents, the duly completed Form of Tender, Anti-Collusion Certificate, pricing schedules, the Conditions of Contract and any other relevant documentation.

Kent County Council may, in this instance, elect to utilise electronic signatures. In the case of this, the process shall be detailed at a later date and in due course.

Transparency

The Council may disclose with other Public Sector Contracting Authorities any of the Tenderer's information/documentation (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific tender information) submitted by the Tenderer to the Council during this Procurement. The information will not be disclosed outside of the public sector. Tenderers taking part in this competition consent to this as part of the competition process.

3. Requirement

General

1	Commencement Date:	April 2020
2	Framework Agreement Period:	48 months (from the initial start date of 10/04/17) unless terminated in accordance with the Conditions of Contract.
3	Contract Price:	As set out in Schedule 3.
4	Contract Extension:	Not Applicable

Schedule 4 – Tender Questionnaire

The tender process is in two-parts: **Selection** and **Award**.

Selection is designed to assess the Tenderer's capability and capacity. All questions to be answered within Schedule 4(i) - Tender Questionnaire Selection Criteria, Schedule 4(ii) - Tender Questionnaire - Award Criteria and submitted alongside all other required documentation via the Kent Business Portal.

Selection is assessed using Sections 1 to 14; and **Award** is assessed using the weighted quality and capability questions and price.

Award is designed to assess the service provision along with any associated services and value for money.

Weightings associated with each of the criteria can be found below, with a further breakdown in Selection Evaluation Criteria / Award Evaluation Criteria.

This document is designed to allow Tenderers to provide evidence of the capability and capacity to undertake the services and also to address how the service itself will be provided.

Scoring Method

The following scoring methodology will be used to evaluate each answer:

Score	Assessment	Interpretation
4	Excellent	Response is completely relevant and provides an excellent understanding of the issues. The response is comprehensive, unambiguous and provides above requirement details of how the requirement will be met. Offers significant beneficial added value
3	Good	Response is relevant and good. It demonstrates a good understanding of the requirement and provides additional details on how the requirements will be fulfilled. Offers additional beneficial added value
2	Acceptable	Response is relevant and acceptable and meets the requirement. The response addresses a broad understanding of the requirements and addresses the need
1	Poor	Response is partially relevant but lacks sufficient detail. The response addresses some elements of the requirement but contains insufficient or limited detail or explanation on how the requirement will be fulfilled.
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet any of the requirements. Does not have any understanding of the need.

Important Note

Unless identified as a mandatory requirement, Bidders are required to address ALL the requirements with details of how each requirement is met. Responses such as “noted”, “agreed”, “compliant” or similar do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.

Selection Criteria

The questions within the document titled Schedule 4(i) Selection Evaluation Criteria; are designed to ensure the Tenderer’s capability and capacity. Only those Tenderers that successfully pass all of the questions will have the second part of their tender application (Schedule 4(ii) - Award Criteria - Tender Questionnaire) evaluated.

In order to successfully pass the Selection stage Tenderers must:

- Provide all requested information
- Meet all mandatory requirements pass/fail questions
- Respond to all discretionary requirements

Pricing evaluation

Please see Appendix A – Pricing Criteria

Award Criteria - Quality & Capability

Schedule 4(ii) - Award Criteria - Tender Questionnaire includes the below questions which are designed to assess tenderers service provision along with any associated services and value for money.

Tenderers must achieve a minimum score of 2, per question.

Section	Question		Weighting	Minimum score
Section A	1	How will your service deliver meaningful and flexible community based day opportunities which reflect the needs and aspirations of each individual?	10%	2
	2	How will you put individuals at the centre of the service you provide, and ensure that the service is of a high quality and is continuously improving?	20%	2
	3	Please describe how delivery of this contract is able to contribute to wider social value within Kent Communities.	10%	2
	4	Please provide an example which illustrates how you will work in partnership with different agencies, the local community and other stakeholders to achieve positive health and wellbeing outcomes for those accessing your service.	10%	2
	5	Please describe your plans for developing skills and competencies for all staff and volunteers involved in the service.	10%	2
			60%	
Section B Lot 1a/1b: Promoting Wellbeing Service	1	How will your service model ensure that wellbeing is maximised for each individual?	20%	2
	2	What partnerships and resources will you access to ensure individuals are fully supported to achieve wellbeing?	20%	2
Section A & B		Total	100%	
Section C Lot 2a/2b: Promoting	1	How will your service model ensure that greater independence	20%	2

Independence Service		is achieved for each individual?		
	2	How you will ensure the individual's programme of support is monitored and reviewed effectively?	20%	2
Section A & C		Total	100%	
Section D Lot 3: Employment Support Service	1	How will your employment support service provide a clear and robust pathway which leads to employment?	25%	2
	2	How will your employment model provide a realistic and individualised pace but within a clear and agreed timeframe which can reflect the individual's outcomes?	15%	2
Section A & D		Total	100%	
Section E – Additional Support Service	1	How will you ensure staff are trained to a high quality standard?	15%	2
	2	How will you ensure that additional support is flexible and responsive to individual's changing needs, recognising when support is required and when it is not?	25%	2
Section A & E		Total	100%	
Section F – Transport		Only completed if your organisation will be providing Transport to individuals attending your service.	Pass/Fail	n/a

Terms and Conditions

Kent County Council Model Terms and Conditions are provided as a separate attachment as part of this ITT.

Contract Specific Conditions – Schedule 1

Tenderers must agree to the Terms and Conditions for this service including Contract Specific Conditions outlined within Schedule 1.

Schedule 2 - Service Specification

The service requirements are specified.

Schedule 3 - Pricing Schedule

The pricing requirements are specified in Schedule 3.

The format of Schedule 3 must not be changed, although additional lines may be added where necessary.

As a responsible Contracting Authority the Council considers it important to ensure sustainable supply. In order to ensure this the Council recognises that tenderers must make a reasonable profit in order to ensure continuity.

In order to determine this assurance, the Tenderer is required to declare the profit that this proposal shall generate on each element of the submission. This is for information only and does not form part of the evaluation.

Any prices not disclosed within the pricing information will not be entertained.

All prices must be fully inclusive and be exclusive of VAT.

Schedule 4 - Tender

- **Part 1: Suitability**
See Schedule 4 (i) for guidance on how to answer suitability questions.
- **Part 2: Pricing Evaluation**
Tenders must complete and submit Schedule 3 as part of their response.
- **Part 2: Quality**
See Schedule 4(ii) for guidance on how quality will be evaluated.

Please complete all information within Schedule 4 - Tender Questionnaires. Please note, this section will then be included within the final contract documentation.

Schedule 5 - Schedule of Agreements

Not Used

Schedule 6 - Service Levels and Service Credits

During the first contract year, service levels and service credits will not be applied. The Contract will be managed in line with Schedule 14.

If Service Levels and/or credits are to be introduced they will be agreed and developed at the contract management review meetings.

Schedule 7 – Change Control

Contains the change control procedure that the Council will operate for this contract.

Schedule 8 – Exit Arrangements

Contains exit conditions in relation to this contract in conjunction with Schedule 14 where this schedule refers to particular areas in relation to exit conditions for this service.

Schedule 9 - TUPE and Pensions

The view of the Council is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive does not apply to this contract; however, tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the framework agreement Terms and Conditions.

Schedule 10 - Parent Company Guarantee

In the event of a tendering company having a parent company a Deed of Guarantee will be required in the form as shown in Schedule 8 of the Contract (see Terms & Conditions).

Tenderers are required to state, within their tender submission, if either of the above is applicable to them and if so, what organisation will be providing the guarantee.

The Parent Company Guarantee will form part of the contract should the tenderer be successful. If applicable, a signed contract returned without a signed Parent Company Guarantee will not be accepted.

Recipients of this ITT will note that Schedule 10 of the Contract (see Terms & Conditions) is a Parent Company Guarantee. The Council may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Council may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

Schedule 11 – Performance Bond

This does not apply for this service.

Schedule 12 – Disaster Recovery Plan

Tenderers are required to complete the required information in accordance with the Civil Contingencies Act 2004 the Council is required to continue providing essential services such as housing support at all times regardless of emergencies or business interruptions. The successful Tenderer must also have their own resilient contingency arrangements in place.

DRP template and guidance documents have been provided within the tender documentation pack.

The successful Tenderer is required to assist the Council in meeting these duties by:

- Developing and adopting a Business Continuity Plan which complies with the Civil Contingencies Act 2004;
- Operating the Business Continuity Plan for the duration of this Contract;
- Providing the Council with a copy of any such plan upon request.

It should be acknowledged that its obligations under this contract shall include regular risk assessments and business impact analysis in relation to this Contract to be carried out on an annual basis or more frequently if the Council requests that additional testing be undertaken.

Schedule 13 – Commercially Sensitive Information

The Tenderer is to submit a list of potentially confidential information within the template outlined within Schedule 13. For the avoidance of doubt the information provided can only be used as an indicator of confidentiality, as the Council may be required to submit the potentiality confidential information as part of a legal statutory requirement.

Under the Freedom of Information Act 2000:

- From January 2005 onwards the Council will be required to comply with the Freedom of Information Act 2000 which imposes on the Council a duty to respond to a request for information, and, subject to the provisions of the Act, to disclose that information. If you consider that any of the information to be submitted in this PQQ or in your tender should not be disclosed because of its commercial sensitivity then this should be stated together with the reason for considering it sensitive. The Council will then consult with you in considering any request under the Freedom of Information Act relating to that information but cannot give an absolute guarantee that any such information will not be released.
- Please note that the Council will not disclose personal data as defined under the Data Protection Act 1998 without the consent of the person to whom the data relates, unless the provisions of the Data Protection Act permit such disclosure.
- The following information will be published as a matter of course on the Council's e-tendering portal and OJEU Contract Award Notice, example information includes:
 - Name of successful tenderer;
 - Total value, price or range of prices to be paid under the contract; and
 - Contract start and end date.
- The following information will be provided, without recourse to you, in response to specific requests:
 - Range of tender prices received (where more than three are received);
 - Evaluation criteria;
 - The Council's specification; and
 - The terms and conditions of contract issued.

Schedule 14 – Contract Management

Will outline Contract Management information, on how the Council propose to manage this contract. Tenderers are requested as part of the tender response to provide the following information; this information is outlined within Schedule 14.

Sub-Contractors

Tenderers must state if any part of their proposed supply solution requires the use of sub-contractors. The Council reserves the right to reject the use of any particular sub-contractor.

Name of Sub-Contractor	Details of Sub-Contractor Activity

The use of any sub-contractor shall not relieve the eventual supplier of any liabilities or obligations of this contract.

Account Management

Tenderers should detail the names and contact numbers of the individuals who will be supporting the contract throughout the contract term.

The tenderer may be expected to attend regular contract review meetings as outlined within Schedule 14. The location and dates for these reviews will be determined nearer the time.

Tenderers should give details of an appropriate escalation path within their organisation for use in the event the Council may experience problems with any aspect of the contract. Please provide names, job titles and contact numbers.

Account Management (commercial) Escalation:

Account Management Escalation Path					
Escalation Stage	Name	Position	Telephone	Mobile	Email
1 st Point					
2 nd Point					
3 rd Point					
4 th Point					
5 th Point					

Account Management (operational) Escalation:

Account Management Escalation Path					
Escalation Stage	Name	Position	Telephone	Mobile	Email
1 st Point					
2 nd Point					
3 rd Point					
4 th Point					
5 th Point					

Exit Planning

It is important that the eventual exit from this contract is considered, either by renewal with another supplier, requirement discontinuation, or contract termination. For each option the

tenderer is required to confirm how it would address the situation and confirmation that it will accept a contractual commitment to undertake any agreed process.

Service Order and Invoicing Processes

All prices must be fully inclusive and be exclusive of VAT.

Service order details shall be issued upon confirmation of a placement. These shall be sent electronically.

Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.

Kent County Council will pay the supplier monthly in arrears.

IMPORTANT NOTE

If your organisation is currently subject to changes in ownership, including but not limited to sale of the business division, management buy-out, merger, acquisition or any other form of significant change, or is reasonably expected to be subject to such changes during this tender process, please provide an explanation of these changes and how they are expected to affect your submission. It should be noted that should such changes occur during the tender process it may result in all aspects of the process being re-evaluated.

END OF DOCUMENT