**Please note this is a PDF version provided for information only.**

**Please ensure that you have expressed an interest and accessed the latest version of this and other procurement documentation.**



**INVITATION TO PARTICIPATE**

**in the Independence at Home (IAH) Flexible Framework**

**under the Light Touch Regime**

**PRO CONTRACT REFERENCE NO:** DN442975

**Due to the high level of providers now on the framework and significant capacity in the market, we are not looking to take new providers on to the framework at this time.**

If you still wish to apply, please be advised that it may be a significant period of time before your application is processed. Additionally, please note that:

1. Providers **who don’t have their registered office in B&NES or within a neighbouring authority** will not be accepted.
2. Providers **must have had a CQC inspection and have an acceptable rating**. We are not taking on providers who are not yet inspected and as detailed in the Invitation to Participate there is a minimum requirement in respect of the rating.
3. Providers will tender their own hourly rate, however the majority of our care is sourced with providers who operate at the B&NES Fair Price of Care (£23.76 per hour, £19.01 per 45 minutes, £14.26 per 30 minutes). We do not source care below this rate, and you are less likely to be awarded packages if you charge above this hourly rate.

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Glossary

**SECTION 1 – THE REQUIREMENT**

**1.1** **Introduction**

Bath & North East Somerset Council are establishing an ‘Independence at Home’ (IAH) Flexible Framework.

The Flexible Framework will be used for establishing independence at home packages, typically for older people (65+ years old), whose primary support need does not relate to a learning disability, developmental disorder or complex mental health issue.

Independence at Home is an umbrella term used to describe the Services which will be commissioned under the Flexible Framework, including Homecare and Domiciliary Care, Waking Nights and Sleep-In Nights, and any other services which are intended to be added to the Framework Agreement as a later phase following (see the **Part A** service specification) including but not limited to “Live-in Care”.

The Flexible Framework is being established by Bath & North East Somerset Council in order to secure packages for both Council-funded and health-funded (BANES Clinical Commissioning Group (CCG)) packages of care. The Council and CCG employ an integrated commissioning function.

Health funded packages, including those for Continuing Healthcare will be arranged through the Flexible Framework, by the Council who have a delegated responsibility to do so on behalf of the CCG.

The Flexible Framework is being established under the Light Touch Regime and therefore applies the flexibilities afforded under regulation 76 of the Public Contracts Regulations 2015. These flexibilities include, but are not limited to, the length of the Flexible Framework which exceeds the 4 year term (regulation 33(3)) and the re-opening of the framework to allow new entrants periodically. Given the nature of the independence at home market it is necessary to allow new entrants to enter the framework. Given that the framework will not be closed to new entrants competition is not restricted, therefore justifying a longer contract term than otherwise permissible.

**1.2** **Overview**

The Independence at Home Flexible Framework is divided into 2 parts. **Part A** will be used for securing individual packages of care and **Part B** will be used to develop new ideas for supporting the community, and offer larger contract opportunities.

The framework is designed to create a flexible environment to deliver long term improvements to how the community experience care and support services. It is also designed to:

* Improve and develop provider / commissioner relationships
* Support a more resilient and vibrant independent provider sector offering better quality opportunities for providers to develop their businesses and workforce
* Give providers a louder voice alongside statutory health and local government system leaders
* Improve quality assurance and market intelligence, helping commissioners to improve their oversight and support of the market as a whole

Meaningful change takes time. This is why we have an aspiration under **Part B** of the framework to pilot new ideas and ways of working. Only **Part A** providers will be able to bid for **Part B** pilot and contract opportunities.

Where these ideas work we will look to create bigger opportunities & contracts as well as looking for ways where we can apply what we learn from **Part B** pilots to Services under **Part A**. This doesn’t just mean about how Providers deliver frontline services. It can also mean about where we can evidence that different ways of commissioning, paying for or assessing value for money of service, can be more effective and work to everyone’s benefit: B&NES, Providers and most importantly, service users.

A key aspiration is that providers and commissioners collaborate with partners to explore and deliver new ways of most effectively supporting people to live at home as independently as possible. The intention is to foster a creative mind-set, collective identity and common-purpose across.

The IAH framework is consistent with the 3 main priorities of Bath & North East Somerset Council’s Market Position Statement (MPS) for adult social care. These shape all commissioning intentions and market shaping activities and are:

* Support for urgent care
* Prevention
* A sustainable sector

During consultation for the MPS, Providers and the Council agreed that a sustainable sector would need to be supported by increased mutual transparency on cost and management information to ensure that care services were funded fairly and that providers were on a sustainable footing.

Building on the MPS’s intent, during provider engagement sessions ahead of the publication of this framework opportunity, providers roundly welcomed the Council’s intentions to undertake an independent fee setting analysis for IAH/Homecare services to inform the establishment of a local **Fair Price of Care** for Services within Bath & North East Somerset. The **Fair Price of Care** rate established through a fee setting analysis will include appropriate cost modelling and consideration of relevant local factors including but not limited to; local employment conditions, workforce availability and in accordance with case law, the Council’s own financial position.

Providers choosing to deliver Services under the Framework Agreement can be reassured that that the contract provisions relating to participation in any independent fee setting analysis also apply to providers delivering Services outside of the IAH framework, under separate contract terms & conditions which do not include many of the benefits of the Framework Agreement.

The independent fee setting analysis will support like-for-like independent analysis of Providers’ actual costs alongside those of other Framework Agreement providers and relevant local factors influencing the ‘real world’ costs of care. Any independent fee setting analysis carried out will be one factor informing the hourly rate (and any part hour rates) and the Council’s policy on hourly rates.

Providers are invited to submit their hourly rate that shall apply to all care delivered irrespective of day of the week, hour or statutory bank holiday. The Council has taken account of the preference of Providers, shared at the market engagement event, for pricing arrangements that recognised additional costs incurred in providing care of a 30 minute or 45 minute duration (such as travel time and mileage). The Council is committed to ensuring an equitable approach for all Providers, and in the first instance 45 minute units and 30 minute units will be paid at 80% and 60% of the Provider’s full hourly blended rate, respectively pending the outcome of the fee setting analysis and establishment of a **Fair Price of Care**. At this stage payment for care which lasts less than an hour may be reviewed and the Council’s policy on hourly rates updated.

**Re-opening of the Framework and Transition Arrangements**

Initial applications to participate in the Flexible Framework will be invited during November/December 2019. Once the evaluation of the initial applications is complete the Council will launch the Flexible Framework and commence use of it for securing individual independence at home packages **(Part A)** and **Part B** contracts.

The Flexible Framework will not be closed to new entrants. Requests to Participate will be invited periodically. This will take place at least 6 monthly, but may be more frequent at the Council’s discretion.

Service Users will not experience a discontinuity of care as a result of the Framework’s implementation. Care received by the Service User immediately prior to the Flexible Framework’s commencement date will continue to be in place on the commencement date.

Where Providers have existing packages of care, these will become subject to the **Individual Service Agreement** terms & conditions, on commencement of the Flexible Framework. Any transferring packages of care will however, continue to be paid according their current payment schedule, pending the application of a Home Care **Fair Price of Care**. Legacy terms and conditions will automatically expire at this point.

Where any existing Providers do not take the opportunity to join the Flexible Framework the existing packages of will be transferred to a non-framework version of the **Individual Service Agreement**. At that point legacy terms and conditions for any existing packages of care will expire.

The Flexible Framework will be used for securing any new requirements.

**1.3 Contracting Structure**

Each Provider admitted to the Flexible Framework will sign up to the terms of the Framework Agreement, which will cover all of the registered locations from which IAH services will be coordinated, that are being admitted. They will also, at the point of entry to the framework, sign up to an **Individual Service Agreement**, which will govern the call-off of individual independence at home packages **(Part A)**.

An indicative contract and template specification is also provided for **Part B**. Providers will only sign up to these terms and conditions where they are awarded a **Part B Contract**. **Part B Contracts** will be put into place through the Framework, with all suitable Providers being invited to bid for **Part B** opportunities. Only providers choosing to join the Framework will be able to bid for **Part B** contract opportunities.

**1.4 Who should apply?**

The Council requires that a Request to Participate is submitted by the organisation with whom the contract will be held. This will vary depending on the structure of your organisation.

Please see below a number of possible scenarios, which may apply. If your organisations structure is not reflected here and you are not clear at what level the Request to Participate should be submitted please contact us through the messaging function on the e-tendering system and we will advise accordingly.

***Scenario 1: Company operating 1 registered location***

**Company (Location) B**

**Company (Location) A**

***Who applies?*** The company who own and operate the registered location will need to submit a Request to Participate.

***Scenario 2: Company operating multiple registered locations***

**Registered Location D**

**Registered Location C**

**Registered Location B**

**Registered Location A**

**Company**

***Who applies?*** The company who own and operate the registered locations will apply and they will provide details relating to each of the registered locations they wish to add to the Flexible Framework in their Request to Participate.

***Scenario 3: Parent company, owning multiple subsidiaries, which each operate 1 or more registered locations***

Location C

Location B

Location A

**Subsidiary A**

**Parent Company**

Location C

Location B

Location A

**Subsidiary C**

**Subsidiary B**

Location A

Location D

***Who applies?*** Each subsidiary will apply and each will provide details relating to the registered locations they wish to add to the Flexible Framework in their Request to Participate.

*Should the structure of your organisation not be reflected in the above examples, please contact the Council to agree the submission requirements for your organisation.*

***Updating the list of registered locations***

Where an organisation that has been accepted onto the Flexible Framework wishes to amend the list of registered locations they have on the framework (e.g. they open a new location) they will need to make contact with commissioners through the messaging function on the e-tendering system in the first instance.

The Provider will be asked to submit details relating to the registered location, so that commissioners can confirm that the location meets the Selection Requirements (as per the Selection Questionnaire). The Provider will be advised of the outcome and call-off contracts relating to that location will be issued accordingly.

The Council’s standard Payment terms for non-disputed invoices is 30 days The Council recognises that cash flow is important to providers and will look to agree shorter payment term terms with framework providers where practical. This will require providers to provide prompt, accurate information to allow this to take place.

**1.5** **Future Developments**

Throughout the term of the Flexible Framework there may be changes to the specified services and/or contractual requirements to allow for changes in practice. These will be dealt with through the contractual variation process. This section sets out a number of the known pieces of work which may result in a required variation to the Flexible Framework. This is not intended to be an exhaustive list and other developments may occur.

The Council may at some point in the future use the framework for the provision of Live In Care packages. These services provide comprehensive support for people to remain at home where other alternatives are either not available (extra care housing (ECH) or intermediate care beds) or not required (residential or nursing care). In the event that the scope of the framework is extended to include Live In Care services a Live In Care specification will be issued and there will be an opportunity for new providers to join the framework and for existing framework providers to extend their activities into Live-in Care where they meet the criteria and service specification requirements.

The Council are exploring the introduction of the ContrOCC Provider Portal which would result in the submitting invoices electronically, via the portal, rather than in hard copy, as per the current system.

The NHS is currently reviewing the specified requirements for NHS Continuing Healthcare-funded packages and the requirements of Providers in terms of supporting service users with dementia. These reviews will inform the specifications issued with this procurement process and may result in some variations to those specifications during the term of the Flexible Framework.

The Council is exploring the introduction of an Electronic Monitoring System. The Council reserves the right to introduce this during the term of the framework and will consult with providers and vary the contract and/or specification accordingly.

The Council will be conducting some analysis of fees in the Home Care market, in order to inform a B&NES **Fair Price of Care**. Once introduced, this will be used during the brokerage of packages to ensure that they are secured at the **Fair Price of Care** or rates as close as possible to the **Fair Price of Care**.

In March 2019 the Council resolved to declare a Climate Emergency. Work is currently underway to identify priorities and develop an action plan. As the Council develops these plans they will wish to engage with providers and may ask providers to take appropriate actions to increase the sustainability of their buildings and operations. Further information regarding the Council’s response to the Climate Emergency is available at: <https://www.bathnes.gov.uk/climate-emergency>

**1.6 Specification**

All services delivered under **Part A** of the **Flexible Framework** will be subject to the Specification for Part A Services, which is a generic specification relating to all Independence at Home services



For services delivered under **Part B** of the Flexible Framework a bespoke specification will be issued, describing the requirement and the services. A template Independence at Home **Part B** specification is provided to give an indication of the specification that may be issued.



**1.7** **Lots**

The Council will, where appropriate, break contracts into lots to facilitate SME participation in line with the Public Contracts Regulation 2015.

The services covered by this procurement exercise have not been sub-divided into lots because the services will be called-off of the Flexible Framework in line with the Council’s published Brokerage Policy which ensures that call-off opportunities are appropriately distributed.

The Council’s draft Brokerage Policy is included at **Appendix 5** for information.

**1.8 Scope of Framework**

The Independence at Home Flexible Framework will be used for securing packages of care for older people (65+ years old), whose primary need is not Learning Disabilities.

**1.9 Term of Flexible Framework**

It is anticipated that the Flexible Framework will commence in February 2020. This will be confirmed once evaluation of submitted Requests to Participate has been completed.

The Flexible Framework will expire 7 years after its commencement, unless extended. There is provision for a 2 year extension beyond the initial term.

**1.10 Re-opening of Flexible Framework**

The Flexible Framework will not be closed to new entrants. Requests to Participate will be invited periodically.

This will take place at least 6 monthly, but may be more frequent at the Council’s discretion.

As and when the Flexible Framework is re-opened to new entrants a message will be issued through ProContract advising registered organisations that a new “Acceptance Round” has been released. The system will create a new acceptance round with a revised deadline date.

Once organisations have been accepted onto the Flexible Framework they do not need to concern themselves with a new acceptance rounds.

**1.11 Value**

The current annual spend on independence at home packages across B&NES is an estimated £5,935,345

The value of the services commissioned under the framework is likely to exceed the current annual spend, as demand for independence at home services increases and where the scope is extended to also include live in care packages (which are excluded from the spend figure above).

Securing a place on the Independence at Home Flexible Framework is no guarantee of packages being placed. The Council and CCG give no guarantee with regard to the total number of Service Users or Packages, length of Call-Off Contracts, or values of the Services to be requested by it pursuant to the Flexible Framework.

**1.12 Transfer of Undertakings (Protection of Employment) TUPE**

It is the Council’s view that TUPE will not apply with respect to the services currently provided because service users who are currently receiving care packages will not transfer to another provider as part of the establishment of the framework. **Applicants should however seek their own professional advice in order to form their views on the question of TUPE.**

**SECTION 2 – INSTRUCTIONS TO APPLICANTS**

**2.1** **E-tender System**

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Applicants via the Supplier Help facility on the Homepage.

Supplier Guidance documents are also available to view and download.

**Suppliers must ensure that they have the most up to date Invitation to Participate document by registering on the e-tendering system at** [**www.supplyingthesouthwest.**](http://www.supplyingthesouthwest.com)**org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.**

If you are still unable to resolve your issue in using the system you should send an e-mail to [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) explaining the nature of your query.

**2.2** **Register Intent or opt out**

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Applicants will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If an Applicant does not wish to, or is unable to submit a Request to Participate and is not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

**2.3** **Preparation of Requests to Participate**

Organisations must obtain for themselves all information necessary for the preparation of their Request to Participate and all costs, expenses and liabilities incurred by the Applicant in connection with the preparation and submission of the Request to Participate shall be borne by the Applicant, whether or not their offer is successful.

Information supplied to the Applicant by Council staff or contained in Council and CCG publications is supplied only for general guidance in the preparation of the Request to Participate. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Applicants must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Applicants of such information.

Responses to each question should be written concisely and clearly answer the question posed in English.

Applicants will only be able to respond to questions that require an input from them and are located within the e-tender system.

**2.4** **Other Documents or Supporting Evidence**

As instructed to do so within the e-tender system, the Applicant must complete and upload other documentation that may be provided with this process, or upload evidence to support their Request to Participate.

Requests to Participate must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Applicants. Only Requests to Participate submitted without qualification, in accordance with this invitation to participate will be accepted for consideration. The Council’s decision on whether or not a Request to Participate is acceptable will be final and the Applicant concerned will not be consulted. If an Applicant is excluded from consideration, the Applicant will be notified.

**2.5** **Submission deadline**

Applicants are required to submit their Request to Participate within the e-tender system by **3 pm, 7th January 2020**.

Applicants are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Applicant’s responsibility to ensure that the Request to Participate is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time. Emailed or hard copy Requests to Participate will not be accepted.

Failure to answer and complete the Selection Questionnaire within the e-tender system will result in the Council rejecting the submission as a Fail / Non-compliant submission.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the submission as a Fail / Non-compliant submission.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Submissions: submissions received after the closing date and time will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Invitation to Participate, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council be given to all Organisations.

The information supplied in a Request to Participate will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require an Applicant to provide additional information supplementing or clarifying any of the information provided in the Request to Participate. However, the Council is not obliged to make such requests.

Applicants shall accept and acknowledge that by issuing this ITP the Council shall not be bound to accept any submission and reserves the right not to conclude a Flexible Framework for some or all of the services for which Requests to Participate are invited.

**2.6 Communication**

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Applicants should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date, to enable the Council to respond to all Applicants. It is not acceptable for Applicants to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Applicants should therefore not include within any questions their organisation’s name and/or any potential commercially sensitive information.

**2.7** **Confidentiality**

The supplier must keep confidential and will not disclose to any third parties any information contained within their Request to Participate. They shall not release details other than on an ‘In Confidence’ basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint bidders.

The submission shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the procurement process could be excluded from the process.

**2.8 Grounds for Rejection**

The Council reserves the right to reject or disqualify an Applicant and/or its Consortium Members where:-

* A submission is late, is completed incorrectly, is materially incomplete or fails to meet the Council’s submission requirements which have been notified to Applicants;
* the Applicant and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify at **Appendix 1** that it has fulfilled these requirements;
* the Applicant and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
* the Applicant and/or its Consortium Members contravene any of the terms and conditions of this document or the ITP; or
* there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Applicant and/or its Consortium Members;

Disqualification of an Applicant will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by an Applicant may attract.

**2.9** **Disclaimer**

Whilst the information in this ITP and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant Other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITP; or
* accepts any responsibility for the information contained in the ITP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITP shall be governed by English law.

**2.10** **Freedom of Information Act**

Applicants should note that the Council is subject to the ‘Freedom of Information Act 2000’ and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Applicants are requested to state which part, if any, of the information supplied with their submissions is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Applicants state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Applicants’ statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

**2.11 Transparency**

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency code 2015](file:///S:\Corporate%20Procurement%20Team\Procurement\Transparency%20Code%202014\Local%20Government%20Transparency%20code%202015.pdf)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a Request to Participate, the supplier accepts the Council’s right to publish details of expenditure as well as information contained within the supplier’s submission.

**2.12**  **Safeguarding**

All commissioned services (where relevant) are required to adhere to the Council’s safeguarding procedures, in line with the local multi-agency board.

Applicants must be able to confirm and demonstrate (where applicable) that they have established processes in place, as detailed in the Selection Questionnaire.

**2.13 Equality**

Bath & North East Somerset Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area.  This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this procurement procedure.

**2.14** **Ethical Standards**

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware of and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

**2.15** **Social Value**

In the provision of Services Providers are asked to consider the Social Value that they are able to deliver. The benefits could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local environmental impact of the provision).

For further details on the Council’s Social Value Policy, Applicants can request a copy of the policy from the Procurement Team by e-mailing [procurement@bathnes.gov.uk](mailto:procurement@banesnes.gov.uk)

**2.16** **Step-In Rights**

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

**2.17** **Payment to Sub-Contractors**

Suppliers should be aware that where they will enter into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

Providers should however note that sub-contracting is not permissible under **Part A** of the **Flexible Framework** and under **Part B**, only where express and prior permission has been given by the Council.

**2.18** **Indicative** **Procurement Timetable**

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

This timetable applies to the initial setting up of the Flexible Framework. As and when the framework is re-opened to new applications the deadline for submissions will be notified by the e-tendering system.

|  |  |
| --- | --- |
| **Indicative Date** | **Activity** |
| **26th November 2019** | Invitation to Participate (ITP) issued to potential suppliers |
| **12 noon, 13th December 2019** | Closing date for clarification questions to be submitted |
| **3pm, 7th January 2020** | Closing date and time for receipt by the Council of Applicants responses to the ITP |
| **January 2020** | Evaluation of the ITP responses by evaluation panel & supplier financial accounts by Internal Audit |
| **January 2020** | Contract awards concluded |
| **February 2020** | Anticipated Commencement Date of Flexible Framework |

**2.19** **Required documents**

Within this procurement process Applicants have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

|  |  |
| --- | --- |
| **DOCUMENT TITLE** | **COMPLETE AND UPLOAD** |
| Section 1 – The Requirement | 🗶 |
| Section 2 – Instructions to Applicants | 🗶 |
| Section 3 – Request to Participate | 🗶 |
| Section 4 – Evaluation and Award | 🗶 |
| Appendix 1 – Non Collusion Certificate | ✓ |
| Appendix 2 - Terms and Conditions of Contract | 🗶 |
| Appendix 3 - Scoring Methodology | 🗶 |
| Appendix 4 – Financial Assessment Methodology | 🗶 |
| Appendix 5 – Draft Brokerage Policy | 🗶 |
| Appendix 6 – Current Home Care Provision in B&NES | 🗶 |

Please Note: The completion and electronic return of all the documents ticked above is mandatory. The Request to Participate must be completed via the online form in the e-tendering system.

**2.20 Terms & Conditions**

The Council will award places on the Flexible Framework and Call-Off Contracts based on the Terms and Conditions provided with this ITP document.

**SECTION 3 – REQUEST TO PARTICIPATE**

A Request to Participate in the Flexible Framework is made by submitting a completed Selection Questionnaire.The Selection Questionnaire must be completed online in the e-tendering system.

A PDF version of the Selection Questionnaire is provided below for your use in preparing your response; however only submissions completed via the online form will be accepted.



**SECTION 4 – EVALUATION AND AWARD**

**4.1 Evaluation and Award**

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council’s procedures. Submissions will be evaluated to confirm whether Applicants meet the selection requirements as set out in the Selection Questionnaire and the Evaluation Methodology. All Applicants meeting these minimum selection requirements will be admitted to the Flexible Framework.

The Council expects to conclude evaluation of the submitted Requests to Participate within 28 days of the closing date for the submission of requests. The Council may, if necessary, extend the period for completing the award process.

The decision of the award will be based on evaluation against the attached Evaluation Methodology.

Applicants that are successful in securing a place on the framework will receive a notice in writing.

Applicants who have not been successful will equally receive in writing a notice.

Upon acceptance, the **Framework Agreement** and **Individual Service Agreement** shall thereby be constituted and become binding on both parties and, notwithstanding that, the Applicant upon request of the Council will execute a formal **Framework Agreement** and **Individual Service Agreement** in the form contained in this Invitation to Participate.

Applicants must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Applicants should note that the Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Applicants in preparing their responses.

Applicants should also note that, should they be successful the Council reserves the right to terminate the Framework Agreement and any Call-Off Contract, if at any time it is discovered that the Applicant made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the submission.

**4.2 Evaluation Methodology**

Submitted Selection Questionnaires will be evaluated by officers of the Council in accordance with the evaluation methodology provided in **Appendix 3**.

**All the individual questions are mandatory therefore Applicants are required to submit a response. Failure to complete the questions will result in a fail as evaluators will not be able to evaluate fully the submitted Request to Participate.**

**Pass / Fail:** Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Sections or questions scored as a Fail will result in the disqualification of the Request to Participate.

**4.3 Clarifications**

Upon examination of the submissions, it may be necessary for the evaluators to request clarifications from the Applicants. The question(s) will be sent on the e-tendering system and Applicants must respond in the same manner.

Clarifications received from Applicants outside the e-tendering system will not be responded to.

**4.4 Evaluation Report and Recommendation**

An evaluation report will be produced by the evaluators and a recommendation made to admit successful providers onto the Flexible Framework.

**4.5 Award**

Upon completion of the procurement exercise, the Council will advise both successful and unsuccessful Applicants of the outcome and confirm the next steps with regards to executing contracts and active use of the framework.

**SECTION 5 - APPENDICES**

1. Non-Collusion Certificate
2. Terms and Conditions of Contract
3. Scoring Methodology
4. Financial Assessment Methodology
5. Draft Brokerage Policy
6. Current Home Care Provision in B&NES

**APPENDIX 1**

**NON-COLLUSION CERTIFICATE**

I, the undersigned, in submitting the accompanying Request to Participate in relation

To the Independence at Home Flexible Framework .

certify on behalf of (name of Applicant)………………………………………………

that, with the exception of any information attached hereto (see \* below):

1) this submission is made in good faith, and is intended to be genuinely competitive;

2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;

4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED:....................................................

FOR AND ON BEHALF OF:........................................

DATE:.........................................

**APPENDIX 2**

**TERMS AND CONDITIONS OF CONTRACT**

The terms and conditions that relate to this Flexible Framework are provided separately on the ProContract opportunity page.

**APPENDIX 3**

**SCORING METHODOLOGY**

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**APPENDIX 4**

**FINANCIAL CAPACITY REVIEW**

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**APPENDIX 5**

**DRAFT BROKERAGE POLICY**

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**APPENDIX 6**

**CURRENT HOME CARE PROVISION IN B&NES**

*The information below has been extracted from the paper submitted to B&NES’s Health & Care Board in June 2019 and amended. It offers providers a brief overview of the homecare / IAH landscape in B&NES from a commissioning perspective prior to implementing the IAH framework. Providers are encouraged to read the full paper, which is available via the Council’s website or by request from commissioners at* [*asc\_commissioning@bathens.gov.uk*](mailto:asc_commissioning@bathens.gov.uk)

Homecare is an essential component to managing demand across any health & care system. Areas that are more successful in managing the challenges of today’s social care sector also have a clear focus on promoting independence and a *strength*, or, *asset*-based approach to social work practice. It is also commonly understood that the traditional method of commissioning & providing homecare has clear limitations and that alternatives should be investigated.

Homecare in B&NES is provided by a range of private providers. The majority is provided by a small number (4) of contracted agencies referred to as ‘Strategic Partners’. Long term contracts for these expired in 2018 and interim contractual arrangements have been in place offering continuity of care until agreement was reached on a new long term commissioning arrangement which best meets the needs of B&NES communities. Those same interim arrangements also cover additional capacity supporting Virgin Care’s integrated reablement service.

Across the B&NES homecare market, both the CCG and the Council make use of some of the same providers, but there are opportunities to further explore the benefits of reflecting B&NES’s integrated commissioning arrangements in future homecare activity to establish a clearer, more robust local market for all parties and to simplify things for providers so they do not have to interact with two separate organisations with differing needs.

The Council currently have a significant number of small homecare packages of less than 5 hours per week, indicating the potential for alternative means of meeting people’s eligible care needs and outcomes.

Average package sizes are 8hrs per week (Council) and 13.5 hrs per week (CCG), though in both cases a small number of providers tend toward larger sizes (e.g. for the Council up to 14 hrs per week).

Though purchasing patterns have changed since long term contracts for the four strategic partners has changed in the last two years; these providers, along with two ‘spot’ contracted providers still account for approximately 70% of homecare spend purchased by the Council. About 40% of new homecare packages started in 2018/19 were with the strategic partners, which is notably less than in previous years.

From extensive research, it has been found that there is no single ‘best’ model for delivering homecare. There are more fundamental issues of sustainability and cost impact on service delivery. Reabling homecare and exploring new ways of supporting people to live independently can deliver better outcomes for people than ‘traditional’ homecare. ‘Time & task’ homecare still has a role to play, but emerging practice shows there is potential for this to be provided more flexibly and hence more efficiently. Providers and carers groups in particular support this approach.

The balance of evidence suggests a sustainable homecare sector for B&NES is more likely to be achieved through:

* A flexible approach to the market that values existing relationships
* Paying a **Fair Price of Care** (with sufficient controls on that spend)
* Making best use of available capacity already in the system through more flexible models of delivery and raising the professional profile of the sector through trust and partnership working with social workers
* Prioritising effective short term interventions such as reablement and strength based social work practices, increasing the focus on maximising independence and reducing demand

**Glossary**

‘Applicant’ means the organisation who is submitting a Request to participate in the Flexible Framework;

‘Contracting Bodies’ or ‘Contracting Body’ means any other public sector organisation or Local Authority described in the Contract or Framework Agreement who is allowed to procure under the Contract;

‘Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

‘Council’ means Bath & North East Somerset Council;

‘Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

‘e-tender system’ means the electronic tender system named Pro-Contract. It is provided by ProActis and is hosted via http://www.supplyingthesouthwest.org.uk;

‘Fair Price of Care’ means the rate that the Council are intending to introduce, following some independent fee setting analysis in the Home Care market. Once introduced, the Fair Price of Care will be used during the brokerage process to ensure that the Council are securing value for money packages.

‘Flexible Framework’ means the mechanism being established for the Council and CCG’s use for calling-off individual Part A packages and Part B contracts;

‘Framework Agreement’ refers to the terms and conditions that will apply to all organisations that have a place on the Independence at Home Flexible Framework.

‘Individual Service Agreement’ refers to the terms and conditions that will apply to individual packages of care, made on Part A of the Flexible Framework.

‘Invitation to Participate’ means this document and all its components, which is inviting Applicants to make a submission for inclusion on the Flexible Framework;

‘Part A’ refers to the part of the Flexible Framework that will be used for making individual placements. Individual placements will be governed by the Individual Service Agreement.

‘Part B’ refers to the part of the Flexible Framework that will be used for developing new ideas for supporting the community and to offer larger contract opportunities where appropriate.

‘Request to Participate’ means the submission that is made by Applicants who wish to join the Flexible Framework;

‘Selection Requirements’ means the minimum requirements set out by the Council which Applicants must meet in order to be admitted to the Flexible Framework;

‘Specification’ means the scope and description of the Services to be provided pursuant to this Flexible Framework as set out in Section 1 – Specification.