

TORBAY COUNCIL

**Part 1 Information and
Specification**

Contract Reference

TAS5121

Contract Title

**Torbay Adult Social Care Voluntary,
Community and Social Enterprise
(VCSE) Alliance**

Contents

A	Availability of the Tender Documents	4
B	Procurement Information	4
B1	Background Information	4
B2	Core Requirements.....	5
B3	Agreement Period	5
B4	Agreement Arrangements.....	5
B5	Division of Contract into Lots	5
B6	Expenses.....	8
B7	Variant Bids.....	9
B8	Procurement Timetable.....	9
B9	Authority Representatives.....	9
C	Tender Process	11
C1	Tender Procedure	11
C2	Stage 1 Supplier Suitability.....	11
C3	Stage 2 Award	15
C3.1	Award Evaluation	15
C4	Scoring Methodology.....	18
C4.1	Pass/Fail.....	18
C4.2	Zero to Five Scoring	18
C4.3	The Core Requirements.....	20
C4.4	Character, Word and Page Limits	20
D	Tender Requirements.....	21
D1	Communication	21
D2	Tender Clarification.....	21

For Information

D3	Amendment to Documents	21
D4	Post Tender Clarification.....	21
D5	Preparation and Completion of Tenders	22
D6	Submission and Opening of Tenders	23
D7	Rejection of Tenders	23
D8	Evaluation and Award	24
D9	Legal and Contracting Arrangements	24
E	Glossary	26
E1	Tender Documents	26
E2	Appendices and Links	27
E3	Definitions.....	27
F	Specification.....	30
F1	Overall Scope and Nature of the Requirement	30
F2	Mandatory Pass / Fail Requirements.....	30
F2.1	Organisation Classification	31
F2.2	Organisation Location and Reach.....	31
F2.3	Consortia, Partnerships and Sub-Contracting.....	31
F2.4	Invoicing	31
F2.5	Use of Council Branding / Not Used	32
F3	Core Requirements.....	33
F3.1	The Voluntary, Community and Social Enterprise (VCSE) Alliance	33
F3.2	Aims and Purpose of the Alliance	33
F3.3	Priorities.....	34
F4	Permitted Changes to the Contract.....	35

The Tender Documents can be made available in other formats. For further information please submit your request through the SupplyDevon Hub

A Availability of the Tender Documents

In order to give potential Applicants unrestricted, full, direct and free of charge access to the Tender Documents (***the Documents***) the Council is providing the Documents in PDF format in the Opportunities Area of the Supplying the South West e-Tendering portal (***ProContract***).

In order to access amendable versions of the Documents and to submit a response Applicants must be registered on ProContract. Applicants should then register an interest to access the opportunity, download the Documents for completion and submit a response.

For details on how to register, access an opportunity and submit a response refer to Appendix A ProContract User Guide.

B Procurement Information

B1 Background Information

A1.1 Introduction

Torbay Council has a strong commitment to supporting voluntary, Community and Social Enterprise (VCSE) sector groups to ensure local people are at the heart of our approach. We have also been seeking to encourage further development of our partnership by involving the VCSE sector in how we allocate funds to ensure monies are well used for the benefit local people.

We are planning to set up an Alliance of VCSE groups to meet these aspirations. This will involve asking this Alliance to engage as widely as possible with the community to help us capture new and innovative ideas and be involved in the procurement process to allocate these funds.

A1.2 What will the Alliance do?

The Alliance will communicate with the community widely and comprehensively to ask for projects, schemes and ideas that would support vulnerable people, help with well-being and social isolation, and supplement the Adult Social Care system in Torbay.

A1.3 How can you get involved?

We are looking for VCSE groups to sit on the Alliance Board with the Head of Commissioning at the Council to assess applications for funding which could be funded from the Adult Social Care precept and be part of the procurement process. We are seeking groups interested in promoting innovation from a range of different backgrounds and interests. Organisations will be financially compensated for their time working with the Alliance.

For Information

A1.4 **Who can be involved?**

Any VCSE based in Torbay or providing support to people in Torbay. This can be a charity or social enterprise form from the sector. Involvement in the Alliance does not preclude organisations from submitting proposals of their own. The ethos in making decisions will be focused upon collaboration and consensus wherever possible.

A1.5 **How will the Alliance be governed?**

The Alliance Agreement sets out all the roles and governance.

B2 Core Requirements

Applicants must be able to demonstrate they will meet the requirements set out in Section F3 Core Requirements for the whole term of this Contract.

B3 Agreement Period

It is anticipated that the Agreement will commence on 10 January 2021 or at date to be agreed for a period of three years and may be extended for a period of up to three further year(s) or until the end of the allocated budget, subject to termination clauses within the Alliance Agreement.

B4 Agreement Arrangements

B4.1 This tender process relates to the setting up of an Alliance Agreement between the Council and the successful Applicants. Membership of the Alliance may be extended to other contracting authorities in their roles as service commissioners.

B4.2 These contracting authorities are:

- 4.2.1 Devon Clinical Commissioning Group
- 4.2.2 Torbay and South Devon NHS Foundation Trust
- 4.2.3 Devon Partnership Trust

B5 Division of Tender into Lots

This Tender is being divided into Lots to take into account the areas of expertise and specialisms together with the geographical and age demographic reach that will be required to ensure optimum representation within the Alliance membership.

B5.1 **Lots**

The Lots and numbers of places on the Alliance that will be awarded are as follows:

Lot	Geographical Reach	Age Demographic Reach	Number of Places Awarded
Lot A Older People This lot covers organisations who specialise in or have	Torbay or Brixham and/or Paignton and/or Torquay	50 upwards	Between One and Three

expertise in working with people over the age of 50			
Lot B Mental Health This lot covers organisations who specialise in or have expertise in working with people who are experience mental ill health	Torbay or Brixham and/or Paignton and/or Torquay	Under 65	Between One and Three
Lot C Learning Disability and Autism This lot covers organisations who specialise in or have expertise in working with people with a learning disability or autism	Torbay or Brixham and/or Paignton and/or Torquay	All ages	Between One and Three
Lot D Community Group This lot covers organisations operating in defined and recognised areas of Torbay, which have a strong focus on local people and involvement in supporting their general needs	Torbay or Brixham and/or Paignton and/or Torquay	All ages	Between One and Three
Lot E Infrastructure and Community Support This lot covers organisation providing infrastructure and community support to the VCSE sector in Torbay	Torbay wide footprint	All ages	One
Lot F Other This lot covers organisations that do not fall under Lots A-E, but who, through the nature of their work, can add value and expertise to benefit the work of the Alliance	Torbay / Brixham / Paignton / Torquay	All ages	One

The Councill expects to award a minimum of five and a maximum of fourteen places on the Alliance. Where an Applicant is awarded multiple Lots each Lot awarded will be considered to be a place on the Alliance.

For Information

B5.2 Bidding

Applicants may bid for any number of Lots and will be required to demonstrate they have the appropriate experience and expertise for each of the Lots they are bidding for.

Applicants may be awarded a place on the Alliance in respect of more than one Lot.

Successful Applicants will be required to ensure representation on the Alliance by an individual with the requisite expertise in respect of the awarded Lot specialism. Where an Applicant has been awarded more than one Lot representation may be through a single individual with the requisite expertise across all Lots awarded or separate individuals or a combination of the two.

B5.3 Award of Individual Lots

Lots A to D – to ensure full geographical coverage across Torbay in respect of each of the specialisms, places on the Alliance will be awarded to the highest ranked Applicants for each of the Lots in accordance with the following permutations:

Example Number	Ranking and Geographical Coverage	Places Awarded
1.	1st. Torbay	One
2.	1st. Brixham and/or Paignton and/or Torquay 2nd. Brixham and/or Paignton and/or Torquay Where between the two highest ranked Applicants all three geographical areas are covered, for example. 1st. Brixham and Paignton 2nd. Torquay	Two
3.	1st. Brixham and/or Paignton and/or Torquay 2nd. Torbay	Two
4.	1st. Brixham and/or Paignton and/or Torquay 2nd. Brixham and/or Paignton and/or Torquay 3rd. Torbay	Three
5.	1st. Brixham and/or Paignton and/or Torquay 2nd. Brixham and/or Paignton and/or Torquay 3rd. Brixham and/or Paignton and/or Torquay Where between the three highest ranked Applicants all three geographical areas are covered.	Three

Where the whole of Torbay is not covered by the three highest ranked Applicants then places will be awarded to the highest ranked Applicants for each location, for example:

Example Number	Ranking and Geographical Coverage	Places Awarded
1.	1st. Brixham and Paignton 2nd. Brixham 3rd. Paignton 4th. Torquay	Two Places will be awarded to the Applicants ranked 1 st and 4 th
2.	1st. Paignton 2nd. Torquay 3rd. Torquay 4th. Torquay and Paignton 5th. Brixham	Three Places will be awarded to the Applicants ranked 1 st , 2 nd and 5 th
3.	1st. Torquay 2nd. Torquay 3rd. Torquay 4th. Torquay 5th. Brixham 6th. Torbay	Three Places will be awarded to the Applicants ranked 1 st , 5 th and 6 th

Lots E and F – a place on the Alliance will be awarded to the highest ranked Applicant for each of these Lots.

Where no bids are received for an individual Lot the Council reserves the right to either abandon the process or award the remaining Lots and commence the Alliance with whichever Lots have been awarded. The Council further reserves the right, under its sole discretion, to retender any unawarded Lots at a later date.

B6 Expenses

To open this opportunity up as widely as possible across the VCSE sector the Council will cover reasonable expenses for attendance at Alliance Leadership Team meetings in respect of those organisations where limited resources would otherwise prevent their participation.

The maximum expenses claimable per meeting will be capped at £80.00 per meeting for physical meetings and £40.00 per meeting for virtual meetings. Whilst Applicants are required to provide details of any expenses they would be seeking to claim in section H of Part 2 Response, this will be for information purposes only and will not form part of the scoring of bids.

B7 Variant Bids

Due to the nature of the arrangements being put in place Torbay Council will not consider variant bids.

B8 Procurement Timetable

The Council proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Tender Documents Published	Monday 25 October 2021
Clarification Question Submission Deadline	Wednesday 11 November 2021 12:00 Midnight
Clarification Responses Deadline	Wednesday 17 November 2021
Tender Submission Date & Time	Wednesday 24 November 2021 Wednesday 08 December 2021 12:00 Noon
Evaluation Period	Thursday 25 November to Friday 17 December 2021 Thursday 09 December 2021 to Friday 21 January 2022
Presentations	Between Wednesday 01 and Friday 10 December 2021 Wednesday 12 January 2022 Thursday 13 January 2022 Monday 17 January 2022 Tuesday 18 January 2022
Outcome Notification	Monday 20 December 2021 Monday 24 January 2022
Agreement Start	Monday 10 January 2022 Monday 31 January 2022

The Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

B9 Authority Representatives

Applicants are advised that Torbay Council Representatives will only respond to queries or questions in relation to this Tender opportunity through ProContract and are unable to respond to any questions raised verbally or by email.

Authority Authorised Representative:

Steve Honeywill, Head of Adult Social Care Commissioning

For Information

Procurement Representative:

Tracey Field, Head of Procurement, Contract Management and Commissioning

Adam Harmer, Senior Procurement Officer

C Tender Process

C1 Tender Procedure

To ensure a fair and transparent process and ensure the credibility of the Alliance the selection of VCSE Partners is being undertaken in accordance with Torbay Council's Contract Procedures.

Due to the nature of the Alliance, in line with Procurement Policy Note 11/20 "Reserving Below Threshold Contracts", participation in this tender process is reserved for Voluntary, Community and Social Enterprises (VCSEs) whose Location is within the 'non-metropolitan area of Torbay'. Please see section E3 below, for definitions of VCSE and Location.

C2 Stage 1 Supplier Suitability

The Council may take account of any prior knowledge it has of the Applicant, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Applicant's Supplier Suitability Questionnaire (SSQ) submission is false, misleading or inaccurate.

The Council will test Applicants' previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion, using the questionnaire at section B of Part 2 Response Document.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section C4 below.

Applicants will need to satisfy the requirements of Stage 1 in order for their Stage 2 response to be evaluated.

For Information

B2.1 Supplier Suitability Criteria

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in assessing responses within section A. Supplier Suitability Questionnaire of Part 2 Response.:

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
B. Supplier Suitability Questionnaire		Pass		Pass
The Council may exclude any Applicant who fails part or all of the Supplier Suitability Questionnaire				
B4. Applicant Information	These sections will be assessed on the basis of pass or fail. In order for the response to be considered a pass these sections must be fully completed by the Applicant.		Pass	Pass
B5 Contact Details and Declaration			Pass	Pass
B6. Grounds for Mandatory Exclusion	This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers 'Yes' in any of the situations set out in this section. The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.		Pass	Pass
B7 Grounds for Discretionary Exclusion	This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section.		Pass	Pass

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p>			
<p>B8. Financial Standing</p>	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in it's entirety order to pass.</p> <p>Assessment of Financial Standing</p> <p>Question B8.1 – As part of its due diligence process the Council will carry out a credit check on all Applicants, using Dun and Bradstreet's Credit Reporter system. The financial check will relate to the D&B Failure Score, which identifies the level of risk of a business failing. The Supplier must yield a Failure Score of 50 or more to demonstrate that they have suitable financial standing.</p> <p>At this stage the information will only be used to ascertain whether further financial information will be required from the Applicant to enable a broad financial appraisal to be undertaken in the event the Applicant is deemed to be the winning Applicant.</p> <p>If the financial check yields a Failure Score of below 50, or the check yields information that may prove to be of concern, regardless of the financial check score, or a check is unable to be performed, financial information shall be referred to the Council's Corporate Finance Department for further investigation, who will determine if the supplier's financial standing is suitable.</p>		<p>Pass</p>	<p>Pass</p>

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>Question B8.2 – where the Applicant has indicated that they will provide the requested documentation i.e. they have answered ‘Yes’, to one or more of the options listed the response will be deemed a pass. Where the Applicant has responded ‘No’ the response will be deemed a fail. To prevent delays to the due diligence process any Applicant may be asked, at any point during the evaluation period, to submit the supporting financial information indicated at section B8.2. Where information is requested it will only be assessed in respect of the successful Applicant(s).</p> <p>Overall Assessment of Section B8</p> <p>Where an Applicant has failed any part of section B8 the Council will consider the information provided at B8.3 before determining whether the Applicant has failed this section in its entirety. Where the Applicant has provided sufficient information or assurance at B8.3 they will pass this section. Where an Applicant fails this section they will be deemed to have failed this stage in its entirety, their submission will not be evaluated further and they will be notified accordingly.</p> <p>Financial Due Diligence</p> <p>Where the requirement for a broad financial appraisal in respect of the successful Applicant is established through the evaluation of the SSQ the Council will undertake an assessment of the circumstances of the Contract and the Applicant to determine financial capacity, health and dependency. This appraisal will be used to inform an assessment of risk. In making this assessment, The Council will appraise a range of financial information applying a broad commercial perspective, including an appraisal of the financial</p>			

For Information

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	statements submitted by the Applicant and an appraisal of other relevant sources of financial information, including but not limited to Dun and Bradstreet's Credit Reporter system. The Council will use the outcomes of this appraisal to determine whether in its opinion the Applicant has suitable financial standing to allow participation in the Alliance.			
B9. Insurance	This section is for information purposes and will not be assessed, other than for checking that it has been completed where applicable.			N/A
B10. Requirements under the Modern Slavery Act 2015	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass
B11 Technical and Professional Ability	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet all requirements. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass

C3 Stage 2 Award

C3.1 Award Evaluation

The Council will only undertake a qualitative evaluation of those Applicants who have satisfied the requirements of Stage 1 Suitability and meet any mandatory requirements for Stage 2.

The Award criteria have been designed to assess Most Advantageous Tender (MAT), based on the Quality of the Applicant's response. The top scoring Applicants, in accordance with B5.3 Awarding of Individual Lots will be considered to have been successful.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section C4 below.

For Information

Please Note: All percentage scores will be calculated to two decimal places.

Where the scoring for two or more Tender submissions is tied, the top scoring Applicant will be the Applicant who has achieved the higher score on Award Questions F1 and F2, where these scores are equal the top scoring Applicant will be Applicant who has achieved the higher score on Award Questions F3 and F4.

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
C Terms and Conditions of Agreement	This criteria will be assessed on the basis of pass or fail. The Council will exclude any Applicant who fails this section.	Pass		Pass
D Applicable Lots	This criteria will be assessed on the basis of pass or fail. The Council will exclude any Applicant who fails this section.	Pass		Pass
E Mandatory Requirements	These criteria will be assessed on the basis of pass or fail. The Council may exclude any Applicant who fails this section.	Pass		Pass
Quality: Total Score Available		100%		
F Award Questions	These criteria will be assessed on the zero to five scoring basis.		80.00%	
	<i>Question F1</i>		20.00%	

For Information

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<i>Question F2</i>		20.00%	
	<i>Question F3</i>		15.00%	
	<i>Question F4</i>		15.00%	
G Presentation	These criteria will be assessed on the zero to five scoring basis.		20.00%	
	<i>Question G1</i>		5.00%	
	<i>Question G2</i>		5.00%	
	<i>Question G1</i>		10.00%	
H Expenses	This section is for information purposes only and will not be scored.		N/A	

C4 Scoring Methodology

Responses will be assessed using one, some or all of the following methods:

C4.1 Pass/Fail

Evaluation criteria assessed on a pass/fail basis are those where meeting the requirement is essential to Applicant’s ability to deliver the Contract. They will usually relate to questions where a Yes or No response can be provided. The ability to meet the requirement will achieve a Pass and the Applicant will achieve a Fail where they are unable to meet the requirement.

Where a Pass/Fail criteria is assessed on a scoring basis, a score of 3 or more, using the zero to five scoring matrix at C4.2 will be required to achieve a pass.

Where an Applicant fails one or more Pass/Fail criteria they will be deselected from participating further in the process and will be notified accordingly.

The criteria will also set out how the Applicant should evidence their ability to meet the requirement, this will be either:

- within their response to the mandatory criteria itself
- within their responses to the Award questions; and/or
- during due diligence prior to contract award or commencement.

If the Applicant does not evidence ability to meet the requirement the response will be considered to be a fail and the Applicant will be deselected from participating further in the process and will be notified accordingly.

C4.2 Zero to Five Scoring

Evaluation criteria assessed on a scoring basis will be evaluated using the zero to five scoring system in the table below.

Score 5	Excellent	Exceeds the core requirement. Exceptional demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer significant added value and/or innovation, with evidence to support the response.
Score 4	Good	Satisfies the core requirement with minor additional benefits. Above average demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer potential added value, with evidence to support the response.
Score 3	Acceptable	Satisfies the core requirement. Adequate demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with sufficient evidence to support the response.

Score 2	Minor Reservations	Minor reservations on the Applicant's ability to satisfy the requirement. Some minor reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
Score 1	Serious Reservations	Major reservations on the Applicant's ability to satisfy the core requirement. Considerable reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
Score 0	Unacceptable	Does not meet the core requirement. Does not comply and/or insufficient information provided to demonstrate that the Applicant has the ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.

The scoring system is based on the Applicant's ability to fully satisfy the core requirements of the Specification and provide sufficient evidence to support their response.

Please Note: Where an Applicant's response does not demonstrate the ability to deliver all of the core requirements the maximum score achievable will be two, regardless of whether the Applicant demonstrates an ability to meet or exceeds some of the core requirements.

Scoring Example:

Sub Criteria % = 15.00%			
Applicant	Assessment	Score Awarded	% Score
Applicant A	Exceeds the core requirement, with an exceptional demonstration of relevant ability, understanding, experience, skills, resource and quality measures required to deliver the Contract, with evidence of significant added value/innovation	5	15.00%
Applicant B	Fully meets the core requirements, provides sufficient evidence to demonstrate their ability to deliver the contract and offers some potential added value.	4	12.00%
Applicant C	Meets the core requirements, provides adequate evidence to demonstrate their ability to meet those requirements.	3	9.00%
Applicant D	Provides adequate evidence to demonstrate their ability to meet some, but not all, of the core requirements and offers some added value and innovation in relation to aspects of their offer.	2	6.00%

For Information

Applicant E	Applicant states they can fully meet the core requirements but does not provide sufficient evidence to demonstrate this.	2	6.00%
Applicant F	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet the majority of the core requirements.	1	3.00%
Applicant G	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet any of the core requirements.	0	0.00%

C4.3 The Core Requirements

Applicants are required to demonstrate their ability to meet the core requirements identified within section F3 Specification. Additional requirements and added value will only be considered where the Applicant has fully met the criteria to be awarded a minimum score of three.

C4.4 Character, Word and Page Limits

Character, word or page limits relate to the maximum number of characters, words or pages Applicants can submit.

Where an Applicant's response exceeds any limit set, those elements of the response which fall outside of that limit will not be evaluated.

D Tender Requirements

D1 Communication

All communication between the Council and Applicants will take place through the ProContract Messaging Facility. Applicants must not make direct contact with Council officers, during the Tender process regarding this tender.

Please Note: Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued through ProContract.

D2 Tender Clarification

Please Note: The Council will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a clarification response issued by the Council on or after the deadline for submission of questions.

The Council will not negotiate on any of the substantive terms of the tender documents or requirements set out within those documents.

Responses to clarification questions will be provided to all Applicants except where the question is innovation based, in which case the response will only be provided to the Applicant who raised the question.

The Council will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or the next working day if the question is submitted on a non-working day.

The identity of Applicants raising questions will remain confidential.

Applicants are responsible for ensuring they read and understand the responses to questions that have been raised.

D3 Amendment to Documents

Applicants are responsible for ensuring they have read all communications relating to the amendment of tender documents and will be considered to have taken any amendments into account when preparing their submission.

D4 Post Tender Clarification

Post tender clarification will be for the purposes of clarifying the content of an Applicant's submission where this would not be discriminatory to other Applicants. Questions may be issued to one, some or all Applicants as appropriate.

Please Note:

- Where post tender clarification results in modification to an Applicant's Tender the Council reserves the right to reject the Tender.

For Information

- Where post tender clarification results in substantial modification to the requirements, the process undertaken or the Contract, the Council reserves the right to restart or abandon the Tender process.
- Failure to respond to post tender clarification questions within the specified timescale may result in the Applicant's Tender being rejected.

D5 Preparation and Completion of Tenders

Applicants are responsible for ensuring they fully understand the requirements and have all the information they need to enable them to submit a response, within the time required. The Council will not accept any claims related to an Applicant's failure to read and understand the documents.

Please Note: The Council is committed to meeting its transparency commitment and may be obliged to disclose information relating to this tender or an individual Applicant's response. Any information disclosed by the Council will be in accordance with what is currently disclosable under Freedom of Information legislation. Applicants must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information and are requested to clearly identify anything contained within their submission which they consider to be commercially sensitive either during the tender process or after conclusion of the Contract.

Applicants are advised to note the following when completing their response:

- (a) all responses must be in English or GBP £ sterling;
- (b) responses must be submitted using Part 2 Response;
- (c) the format and layout of the response documents must not be altered;
- (d) each question should be answered in full and should not refer evaluators to other responses within RFQ Part 2 Response;
- (e) where a question does not apply to an Applicant they should clearly state N/A in the response section;
- (f) evaluators cannot take into account any prior knowledge they have of your organisation or its capabilities, they will assess your Tender purely on the basis of the information you provide within it;
- (g) where a word or page limit has been set any part of the response which exceeds that limit will not be evaluated;
- (h) supporting documents / appendices will only be evaluated where these have been permitted and must be clearly referenced within your response;
- (i) individual evaluators may not evaluate every question and the evaluation panel may include partner organisations or people who use Council services;
- (j) all documents must be completed in full, in accordance with any specific instructions set out within the documents and signed where required.

Please Note: Applicants are expected to read, understand and confirm their acceptance of the Terms and Conditions before submitting their Tender.

Applicants are responsible for meeting any costs, expenses or liabilities incurred in connection with this process, including if it is terminated or amended. The Council will not be responsible, nor will they pay for any expense or loss which may be incurred by

For Information

Applicants in the preparation of their Tenders, or any other aspect of the Tender process.

D6 Submission and Opening of Tenders

Applicants should submit all documentation electronically through ProContract (www.supplyingthesouthwest.org.uk) using the Response Wizard as directed in the 'Supplier Guide' located in the help section or in Appendix A ProContract User Guide.

Applicants are responsible for ensuring:

- (a) they have submitted all of the required Documents in the correct format;
- (b) their response is submitted by the deadline. **Please Note:** any submissions classified by ProContract as late will be rejected.

In the event the Council is made aware of any technical issues with ProContract, which may prevent Applicants from meeting the submission deadline, the deadline may be extended. However Applicants are strongly advised to submit their Tender response in good time.

Where an Applicant decides not to submit a Tender the Council requests the Applicant formally 'OptsOut' through ProContract, giving the reasons for non-submission. The Council may contact Applicants who have expressed an interest but have not submitted a Tender, in order to understand their reasons for non-submission.

An Applicant's submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

Technical Support

Any Applicants who experience problems with ProContract should contact the support desk:

ProContractSuppliers@proactis.com

Or click on the Help link at the bottom of the web page.

D7 Rejection of Tenders

The Council will only reject Tenders where rejection is without prejudice to any other civil remedies available to the Council or any criminal liability which the Applicant's conduct may attract.

The Council will reject any Tender where:

- (a) submission was made after the date and time specified in the Procurement Timetable at B8;
- (b) submission was not made through SupplyDevon;
- (c) the Applicant's price exceeds the Council's declared budget, if applicable;
- (d) the Applicant has not accepted the Council's Terms and Conditions. **Please Note:** The Council will seek clarification from the Applicant prior to rejecting the Tender;
- (e) the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or

For Information

- (f) the Council has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

Torbay Council may at its absolute discretion reject any Tender where:

- (a) it is considered by the Council to be incomplete or vague, i.e. where the Applicant has not:
 - submitted all required documents, including supporting information requested; or
 - fully completed all the documents required; or
 - responded to all the questions; or
- (b) it has not been submitted in the required format(s);
- (c) the Applicant has altered the documents in any way;
- (d) any of the information provided by an Applicant is found to be inaccurate or misleading;
- (e) the Applicant contradicts itself in terms of any information provided;
- (f) the Applicant has not responded to post tender clarification questions within the specified timescale;
- (g) the Applicant has qualified the Tender in any way; or
- (h) the Tender is in breach of any condition contained within it.

D8 Evaluation and Award

The Council will complete a full evaluation, in accordance with the stated evaluation criteria, of accepted Tenders which meet all the mandatory requirements as set out within the documents.

Please Note: Not all evaluators may assess every question, but all Tenders will be evaluated in the same manner and by the same evaluators.

The Council is not bound to make any award of Contract. If the Contract is awarded it will be based on the most economically advantageous tender, which may not be the lowest price offered.

On completion of the evaluation process approval to award the Tender will be sought in accordance with the Council's approval procedure.

All Applicants will be notified through ProContract of the Tender outcome, whether this is to award or not to award the Contract.

Please Note: Applicants will be advised through ProContract of any changes to the decision date.

D9 Legal and Contracting Arrangements

Information supplied by the Council as part of the tender process is supplied in good faith and Applicants must satisfy themselves as to the accuracy of such information. The Council accepts no responsibility for any loss or damage arising from the use by Applicants of such information. All information issued to Applicants must be treated as confidential.

Applicants must ensure that they are fully familiar with the nature and extent of the

For Information

obligations that they will take on if their Tender is accepted.

The information provided by Applicants will be relied upon to be true and accurate and will form part of the Contract with the successful Applicant. **Please Note:** If any of the information provided by an Applicant is found to be inaccurate the Applicant may be excluded from further participation in this or any future Tender issued by the Council and could lead to termination of any resultant Contract.

In submitting a response Applicants will be confirming to the Council that:

- (a) they have satisfied themselves of the accuracy and viability of all prices or rates they have quoted;
- (b) all prices or rates quoted will (unless otherwise provided for in the Contract) cover all of the Applicant's obligations under the Contract;
- (c) they have obtained all of the necessary information in relation to risks, contingencies or any other circumstances which reasonably influence or affect their bid;
- (d) their Tender is accurate and sufficient.

The Council may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, Applicants will be notified through ProContract.

Torbay Council reserves the right to restart or abandon the Tender process where the lowest price submitted exceeds its estimate or available budget.

The Applicant's offer shall remain open for acceptance for a period of 12 months from the closing date and may be extended by mutual agreement.

Please Note: if the successful Applicant does not accept the Terms and Conditions as drafted Torbay Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

Any acceptance of the Tender by the Council will be communicated in writing to the Applicant and upon that acceptance the Contract shall become binding on all parties.

As part of the pre-award due diligence process and / or prior to issuing the Contract the successful Applicant may be required to provide evidence, including but not limited to, the accuracy of their self-assessment within section B Supplier Suitability Questionnaire and section D Mandatory requirements of Part 2 Response. **Please Note:** If the successful Applicant is unable to provide this evidence the Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

The successful Applicant will not be allowed to commence performing the Contract prior to the formal Contract documents being signed by both parties, unless written agreement to do so has been given by the Council's Legal Service.

E Glossary

E1 Tender Documents

The following documents, together with the Appendices and Links at E2 below, form the tender documents:

Document	Purpose	For Completion and Submission
Part 1 Information and Specification	Contains: <ul style="list-style-type: none"> information on the procurement process and how it will be conducted; the Council's requirements in relation to the goods, services or works being procured. 	No
Part 2 Response	Contains: <ul style="list-style-type: none"> the Certificates and Declarations to which all Applicants must conform; the SSQ; terms and conditions of agreement; applicable Lots; mandatory requirements; award questions presentation requirements; expenses 	Yes
Alliance Agreement	Contains the terms and conditions under which the resultant Contract will operate.	No Applicants are required to confirm acceptance as part of their response

E2 Appendices and Links

- Appendix A ProContract User Guide
- Torbay Adult Social Care Three Year Plan and the Vision
[Adult Social Care Improvement Plan - Torbay Council](#)
- Torbay Community and Corporate Plan:
[corporate-plan.pdf \(torbay.gov.uk\)](#)
- List of Mandatory and Discretionary Exclusions:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf
- EU Definition of an SME:
<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>
- PSC Guidance:
<https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships>

E3 Definitions

Term	Definition
The Council	Torbay Council, being the Contracting Authority or anyone acting on behalf of Torbay Council, that is seeking to invite suitable applicants to participate in this procurement process
Applicant	An organisation that may respond to this Tender.
Authority Authorised Representative	The Officer leading the Tender process on behalf of Torbay Council who may be responsible for managing the resultant Contract.
Award	The process by which Torbay Council will determine the successful bidder in accordance with <i>Regulation 67 Contract award criteria</i> of the Public Contracts Regulations 2015.
Award Questions	The written response submitted by the Applicant to evidence their ability to meet Torbay Council's requirements, which will form part of the evaluation process upon which award of the Contract will be based.

Term	Definition
Commissioner / Contracting Authority	Torbay Council and any other Authority on whose behalf Torbay Council may be working.
Confidential Information	Any information or documents which Torbay Council considers to be confidential in nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.
Contract Procedures	The procedures put in place by Authority on how contracts with external suppliers must be put into place.
Contract Term	The length of the Contract including extensions, if available.
Contractor, Provider Supplier or VCSE Partner	The Applicant awarded a place on the VCSE Alliance culminating from an offer accepted by Torbay Council.
Documents	All of the tender documents in relation to this Tender.
Eligible Users	Any organisation given access to the Contract resulting from this Tender.
Location	Where the supplier is based or established in a particular location and has substantive business operations in that location. In this context, this means having a registered office, factory or other permanent base in that location from which meaningful business operations have been conducted for at least 12 months.
Lot	One of a number of categories of goods or services into which a single procurement process has been divided. The use of lots potentially allows for multiple providers to be appointed following a single procurement process.
Messaging Facility	The area within ProContract where Applicants submit clarification questions and Confidentiality Agreements during the tender process and through which Torbay Council will post its replies.
Official Purchase Order	Torbay Council's Official Purchase Order, to which these conditions apply.

Term	Definition
Procurement Representative	The Procurement Officer who is leading the procurement process on behalf of Torbay Council.
Relevant Tax Authority	The organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
Supplying the South West	Means the same as ProContract.
Tender	The invitation to bid for this Contract; and / or The Applicant's response to this tender opportunity.
Voluntary, Community and Social Enterprises (VCSEs)	Any organisation (incorporated or not) working with a social purpose. This ranges from small community-based groups / schemes, through to larger registered charities and social enterprises, public service mutuals and cooperatives that operate locally, regionally and nationally. This term is often interchangeable with the terms 'third sector' or 'civil society' organisations

F Specification

F1 Overall Scope and Nature of the Requirement

- F1.1 Torbay Council has approved transformation funding from the Adult Social Care precept 2021-22 and the formation of an Alliance to support the delivery of projects utilising this funding. This forms part of the objectives of the Adult Social Care (ASC) Vision and Improvement Plan.
- F1.2 The Commissioner is responsible for a broad range of statutory and non-statutory interventions for people resident within the Torbay Unitary Authority boundary. It is the Council's that the Alliance Partners will contribute to the development of an asset-based community services model in Torbay that will be co-designed between the Council and the VCSE sector.
- F1.3 The Alliance will drive forward change and respond effectively to the needs of the community of Torbay using asset-based principles.
- F1.4 Using an Alliance model, the focus will be on creating systemic change: changes to culture, funding structures, commissioning and policy which support a new way of working. Together there will be a contractual environment where suppliers share responsibility for achieving outcomes and are mutually supportive, making decisions based on the best outcome for the service user.
- F1.5 Adult Social Care Precept 2021-22 – Torbay Council Cabinet have approved transformation funding and the use of an alliance approach to support the co-production and assessment of community development projects. This forms part of the objectives of the Adult Social Care (ASC) Vision and Improvement Plan. The procurement of an Alliance will support this approach to enabling material sums of funding to deliver greater system innovation and change.
- F1.6 Future Non-Recurrent Monies – It is also the intention of the Council to use this Alliance as a procurement vehicle to seek and assess proposals from the sector in Torbay for any future monies that are allocated to be invested in the local VCSE sector. This may include the Community Mental Health Framework contract with the sector, future years ASC precept monies and other non-recurrent monies or hypothecated funding that may become available and could appropriately be invested in the local community.

F2 Mandatory Pass / Fail Requirements

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

For Information

Evidence requirements are as set out in section E of Part 2 Response.

F2.1 Organisation Classification

2.1.1 This Tender is reserved for organisations classified as Voluntary, Community or Social Enterprises, in accordance with the following definition, as set out in Procurement Policy Note 11/20 and E3 Definitions of Part 1 Information and Specification of these tender documents:

“Any organisation (incorporated or not) working with a social purpose. This ranges from small community-based groups / schemes, through to larger registered charities and social enterprises, public service mutuals and cooperatives that operate locally, regionally and nationally.”

2.1.2 Please note this term is often interchangeable with the terms 'third sector' or 'civil society' organisations.

F2.2 Organisation Location and Reach

2.2.1 This Tender is reserved for organisations whose Location is within the ‘non-metropolitan area of Torbay’, in accordance with the following definition, as set out in Procurement Policy Note 11/20 and E3 Definitions of Part 1 Information and Specification of these tender documents:

“Where the supplier is based or established in a particular location and has substantive business operations in that location. In this context, this means having a registered office, factory or other permanent base in that location from which meaningful business operations have been conducted for at least 12 months.”

2.2.2 Please note this does not preclude foreign Applicants from participating as long as they are based or established and have substantive business operations in the ‘non-metropolitan area of Torbay’.

2.2.3 Applicants are required to have an organisational reach that is either Torbay wide or encompasses at least one of the towns of Brixham, Paignton or Torquay.

F2.3 Consortia, Partnerships and Sub-Contracting

Due to the nature of the Alliance Applicants must bid as individual organisations and are not permitted to submit bids on behalf of consortia or partnerships or use sub-contracting arrangements to deliver the Agreement.

F2.4 Invoicing

2.4.1 The Council will make payments in respect of agreed expenses to the Alliance Partners monthly in arrears.

2.4.2 The Alliance Partners must invoice the Council monthly in arrears for agreed expenses.

For Information

- 2.4.3 The Alliance Partner must make all invoices payable by Torbay Council and must be marked with Torbay Council's name and address, the Alliance Partner's name and address and the Council's official purchase order number.
- 2.4.4 Invoices must be submitted by e-mail to: **invoices@torbay.gov.uk**.
- 2.4.5 The Alliance Partner must provide a consolidated invoicing approach as standard, including for third party's services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;
- 2.4.6 All invoices must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- 2.4.7 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- 2.4.8 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- 2.4.9 Payment will be by BACS and remittance advices will be transmitted to the Alliance Partner by email (the Alliance Partner's appropriate email address must be supplied).
- 2.4.10 Where IR35 regulations may apply to an Individual, Sole Trader or Personal Services Company, Torbay Council will conduct an employment status check to find out if the Alliance Partner should be classed as employed or self-employed for tax purposes (CEST). The Alliance Partner will agree to abide by the outcome of the employment status check, which may affect the way in which the Alliance Partner is paid and could include the possible deduction of Tax and National Insurance.

F2.5 Use of Council Branding / Not Used

- 2.5.1 Torbay Council owns its identity, branding devices and logos, these are protected by law.
- 2.5.2 Alliance Partners must agree only to use the Council's visual identity in accordance with the terms set out in the Agreement.
- 2.5.3 Alliance Partners will be issued a licence number to use the Council's visual identity and use must be only in relation to this Agreement, further usage will be subject to separate request and approval.
- 2.5.4 Permission to use the Council's visual identity does not prevent the Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of the Council.
- 2.5.5 The Council's identity is provided 'as is' and must not be altered in any way.

F3 Core Requirements

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting

F3.1 The Voluntary, Community and Social Enterprise (VCSE) Alliance

- 3.1.1 The VCSE Alliance will comprise representatives of the Council and those organisations within the VCSE sector selected through this tender process to become Partners in the Alliance.
- 3.1.2 Membership of the Alliance will encompass the following specialisms and areas of expertise:
- (a) Older People
 - (b) Mental Health
 - (c) Learning Disability and Autism
 - (d) Community Groups
 - (e) Infrastructure and Community Support
- 3.1.3 Applicants will have the opportunity within their response to identify other specialisms or areas of expertise where they feel value can be added to the Alliance.
- 3.1.4 The Alliance Partners will collectively have a geographical reach covering the whole of the Torbay local authority footprint.
- 3.1.5 The Alliance will support the Council in the following key areas:
- (a) working collaboratively to identify ways in which funding made available through the Adult Social Care precept can be used to enhance provision and support transformation at scale;
 - (b) actively encouraging ideas and proposals from across the VCSE sector in Torbay;
 - (c) acting as a conduit for communication and information sharing to the wider VCSE sector in Torbay;
 - (d) assisting the Council in better understanding the gaps across the VCSE sector and actively engaging in and supporting market shaping and capacity building across the sector.

F3.2 Aims and Purpose of the Alliance

- 3.2.1 In forming this Alliance, the Council aims to
- (a) improve the lives of people in the Torbay community by supporting the whole person to meet their aspirations;
 - (b) increase and improve our Adult Social Care partnership with the community.

For Information

- 3.2.2 The focus of the Alliance will be the use of the precept to deliver and enhance transformation at scale and it is expected that this will be best achieved through schemes exceeding £100,000 in value.
- 3.2.3 The Alliance will
- (a) seek to identify and recommend proposals which support innovation and transformation across adult social care provision;
 - (b) be fully inclusive, actively identifying and encouraging proposals and ideas from the wider Torbay VCSE sector and not just from within the Alliance membership;
 - (c) identify, develop and recommend proposals to enhance and develop existing asset and community-based approaches or the introduction of new approaches;
 - (d) take a co-design and co-production approach to developing proposals;
 - (e) ensure authenticity and community support is demonstrated within all proposals;
 - (f) monitor the performance of funded Services and provide quarterly, as a minimum, reports to the Commissioner on achievement of outcomes.
- 3.2.4 In addition to improving people's lives proposals should improve capacity and resilience in the Torbay VCSE sector, enabling the provision of providing activities and infrastructure as alternatives to statutory services.
- 3.2.5 Funding for approved proposals will be issued in accordance with the award process set out in Schedule 7 of the Alliance Agreement.

F3.3 **Priorities**

- 3.3.1 The overarching vision for use of the precept is to develop communities and neighbourhoods to help people in poverty develop mutual support and increase employment and volunteering opportunities.

It is important that all activities funded through the Alliance compliment the objectives set out in the Torbay Adult Social Care Three Year Plan¹ and the Vision and Themes within the Torbay Community and Corporate Plan 2019-2023².

- 3.3.2 To be considered for funding through the precept, proposals must meet at least one of the following priorities in order:
- (a) support and enable local communities to keep themselves healthy, independent and connected with their local neighbourhood; Described by commissioners as an Asset Based Approach.
 - (b) support the community and voluntary sector and providers to be sustainable and focussed on encouraging the community to develop their own ideas;

¹ Adult Social Care Improvement Plan - Torbay Council

² corporate-plan.pdf (torbay.gov.uk)

For Information

- (c) provide good information and advice in partnership with the community and voluntary sector;
- (d) facilitate the Community Helpline to support more communities that will in due course become the “Front Door” for Adult Social Care.
- (e) ensure equal access to advice and support for people who pay for their own care in Asset Based fashion, so we support people's strengths and independence
- (f) support modernisation and integration of our approach to technology, use of disabled facilities grant and equipment.
- (g) support employment and training for people with mental health problems and learning disabilities;
- (h) develop and enhance how housing can keep people healthy, independent and connected;
- (i) keep people out of hospital;
- (j) provide digital solutions or address digital exclusion.
- (k) build on the ‘The Making Melville Marvellous’ Project. A neighbourhood-based project to bring everyone together to look at the key issues and develop a template for regenerating other neighbourhoods. With the intention of developing a ‘Torbay blueprint’ for creating solutions together to serious social problems, attracting investment into people and infrastructure projects, creating long term economic redevelopment.

3.3.3 In addition, the following overarching Council priorities should be considered within all proposals:

- (a) supporting the creation of a whole community response to make Torbay a child-friendly and age-friendly place. One Torbay: Working for all of Torbay so that the people in our communities thrive, by:
 - helping to turn the tide on poverty
 - having high aspirations for all Torbay residents
 - building safer communities
- (b) helping to create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable
- (c) helping to tackle climate change
- (d) supporting the Council to meet its responsibilities as a corporate parent;
- (e) supporting the creation of a culture of partnership working between the Council and communities.

F4 Permitted Changes to the Agreement

Changes may be made to the Agreement where the Change is of the following scope and nature:

- (a) there are new outcomes or objectives to be met by the Alliance; or
 - (b) new VCSE Partners are admitted to the Alliance; or
-

For Information

- (c) additional Commissioning Partners are admitted to the Alliance; or
- (d) changes to the criteria for awarding funding through the Alliance;

and the circumstances necessitating the Change are:

- (a) additional sources of funding being made available; or
- (b) additional Commissioning Partners being admitted to the Alliance; or
- (c) change to the Council's priorities in relation to how the allocated funding is utilised; or
- (d) a need to meet joint social care objectives and outcomes; or
- (e) changes in Public Procurement Legislation and/or Council Contract Procedures.