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| **Provision of Home Care in Zones 5 and 9** |

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| **Information For Tenderers Document**  **Section 1** |

**March 2016**

ProContract Reference – DN110237

Deadline for Submissions: 12 noon Wednesday 4th April 2016

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# FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 437,500 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment. The Mayoral Vision for the City can be found by following the hyperlink below:

[A vision for Bristol: at a glance | Bristol City Council](http://www.bristol.gov.uk/page/mayor/vision-bristol-glance)

The Council spends around £300 million per annum on various works, goods and services to bring benefits to the City and its residents.  Many of these are provided by external providers, all of whom must commit to upholding the standards that the Council expects.  These include:

Standards of work – work must be carried out to the highest standards by suitably qualified and competent personnel.

Health and safety – organisations must have relevant and effective health and safety systems and policies in place.  They must comply with relevant legislation, codes of practice and safe working systems.

Business Continuity – organisations providing essential services must be able to maintain service in the event of a major emergency.

Sustainability – work carried out must improve the environment of Bristol, and quality of life for Bristol residents.

Equalities – providers must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty.  The provider must have due regard to the need to:

1. Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
2. Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Safeguarding – providers must provide the service in such a manner that complies with national and Council requirements with regards to safeguarding the service users.

# SECTON ONE: BACKGROUND AND OVERVIEW

1. Introduction
   1. The Council is commissioning a Homecare Service to cover its geographical areas, Zone 5 and Zone 9. The services subject of this tender fall within Schedule 3 to the Public Contracts Regulations 2015 and as such are subject to the “light touch” procurement regime. As the value of the contract falls above the relevant threshold set out in Regulation 5, the procurement will follow the requirements set out in Regulation 75 -77 of the 2015 Regulations. This will include the publication of a contract notice and an award notice (regulation 75) and applying the principles set out in Regulation 77.
   2. The Main Provider awarded these contracts will be required to provide care and support services in zone 5 and / or zone 9 between the hours of 06.00 and 23.00. Where services need to be delivered outside of this time period, these will be considered an ‘out of hour’s service’ and providers can choose to deliver these, but are not required or obliged to under this contract.
2. Proposed Contract
   1. It is the council’s intention to enter into two separate contracts, one for zone 5 and one for zone 9. Each contract may be awarded to a single provider or to a consortium. These contracts may be awarded to the same provider / consortium or a different provider / consortium, depending on the results of the evaluation. Details of the evaluation process are included in this document.
3. Contract terms
   1. Each contract will run for approximately 4 years until July 2020, with the option for 5 x one year extensions, beyond this date, subject to agreement with the Council and the contractor(s). These contracts will run parallel to those for the other 9 zones, with the same end date and extension terms.
4. Lot Details
   1. The Council will tender for 2 separate Lots. One Lot for zone 5 and one Lot for zone 9. The Lot details are:
5. Lot 5 – Ashley, Lawrence Hill and Cabot.
6. Lot 9 – Bishopston, Redland, Cotham, Clifton and Clifton East.
   1. Further information on the Lots including estimated hours and estimated number of packages, can be found in the Service Specification, related annexes and appendix 4. The Council is unable to give exact numbers of people needing care in these zones, due to fluctuating user numbers and changing care needs.
   2. Tenderers can apply for both lots, or a single lot, but no provider will be awarded 4 or more of the 11 homecare contracts issued by the Council (relating to existing homecare contract number REQD1001225, covers zones 1, 2, 3, 4, 6, 7, 8, 10 & 11).
   3. Tenderers will also be subject to a financial capability assessment.
   4. The Council has set a minimum and a maximum figure for the rate it will pay per hour of service delivered. The Council will not pay below £12.50 per hour or above £14.20 per hour. Any bid that includes a rate outside of these parameters will be rejected. This rate will apply for all hours of the day (24 hours per day) and every day of the year (e.g. including bank holidays, weekends etc.)

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| **Minimum rate** | **Maximum Rate** |
| £12.50 per hour | £14.20 per hour |

1. Award and Implementation
   1. The Council will award one contract per Lot.
   2. Following contract award, there will be a ‘go live’ date and an ‘implementation period’. Both will be required to be delivered under the terms of the Contract.

1. Phase 1

This will start on the go live date and the winning bidder will be required to take on existing service users that live in their zone and currently receive their care from the interim Main Provider. The winning bidder will also be required to take on people that live in that zone and start to need a home care service after the go live date.

1. Phase 2

The winning bidder will work with the Council to take on service users that currently receive their care from another provider commissioned by the Council (not the interim Main Provider) and where that service will be transferring to the new Main Provider.

# SECTION TWO: INSTRUCTIONS FOR SUBMISSION OF TENDER

1. General
   1. Submission of a tender for Lots 5 and /or 9, and all communication between tenderers and the Council throughout the tender period, will be done through the council’s e-commissioning and tendering portal, known as ProContract.
   2. The instructions in this document are designed to ensure that all tenderers are given equal and fair consideration. It is important therefore that tenderers provide all the information asked for in the format and order specified.
   3. Tenderers should read these instructions carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations.
   4. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the tenderer accepts these Conditions.
   5. Tenders must not be qualified and tenderers should not make unauthorised changes to the tender documentation. A tender is qualified or conditional when a tenderer submits a bid that does not comply with the requirements of the invitation to tender. Examples of qualified or conditional tenders are when the:
      1. Tenderer does not accept the terms of payment,
      2. Tenderer does not accept the terms and conditions but proposes different conditions,
      3. Tenderer proposes different insurance coverage,
      4. Tenderer proposes different guarantees than those specified,
      5. Tenderer proposes different conditions.
   6. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal (open to two or more interpretations) or placing it on a different footing from other tenders. Nor should tenderers approach the Council during the tender process to suggest alterations in the tender documents. Where a tender does not comply with this paragraph, the Council may reject it or accept it as an unequivocal tender (having only one meaning or interpretation) submitted and priced in accordance with the tender documents. The council’s decision as to whether or not a tenderer’s bid is acceptable and how it will treat an unacceptable tender will be final and the Council will not regard itself as under any obligation to consult tenderers on this.
   7. All tender documents must be completed in full. The tenderer who is awarded the contract will be required to sign documentation:
      1. Where the tenderer is an individual, by that individual;
      2. Where the tenderer is a partnership, by at least two duly authorised partners; or
      3. Where the tenderer is a company, by two Executive Directors or by an Executive Director and the Company Secretary.
   8. All documentation supplied by the Council shall remain its property and confidential to it and should be returned at the time of tender or upon request. Tenderers may not, without the council’s written consent, at any time use for their own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the Council may make available to tenderers all of which shall remain confidential to the Council.
   9. The Council may reject non-compliant tender responses. Tender responses that are deemed by the Council to be fully compliant will proceed to evaluation.
   10. The Council does not warrant that it will place any particular orders or any level of business with the contractor it selects. The Council does not bind itself to accept the lowest priced or any tender. The Council shall not be liable for any loss or expense incurred by any tenderer as a result of its decision not to award the contract to any tenderer.
2. Timescales
   1. Set out below is the proposed procurement timetable. 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 stage.
   2. The Council reserves the right to cancel the tender process at any point and is not liable for any costs resulting from any cancellation.

**Table 2 - Timescales**

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| **DATE** | **STAGE** |
| 18 March 2016 | Opening date for Tenderers to:   * Confirm intention to submit tender response * Access documentation. |
| 18 March 2016 | Clarification period opens |
| 15th April 2016 | Clarification period closes |
| 4th May 2016  (deadline at 12.00 Midday). | Closing time and date for receipt by the Council of completed tenderer responses |
| 16th May 2016\* | Notification of proposed appointment(s) |
| 26th May 2016  (this must be 10 calendar days  after notification of proposed appointment). | Standstill period ends |
| 27th May 2016 | Appointment of contractor(s) |
| 21st May 2016 | Go live date and commencement of Implementation Phase |

NB: \* The length of time it takes to complete the evaluation is unknown because the Council cannot predict the number of bids it will receive. Therefore, bidders will be notified through Procontract, if more time is needed to evaluate the bids (highlighted in table 2 above with an asterix\*). This may also have an impact on the appointment date and bidders will receive any changes through Procontract messages.

1. Tender Validity
   1. The tender is an unconditional offer and should remain open for acceptance for a period of 180 days. A tender valid for a shorter period may be rejected.

1. Preparation of Tender
   1. Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tenders and all other stages of the selection and evaluation process. All material issued in connection with this tender process shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council or securely destroyed by the tenderer (at the Council’s option) at the conclusion of the procurement exercise or earlier if a tenderer withdraws or declines an interest.
   2. Under no circumstances will the Council, or any of its advisers, be liable for any costs or expenses borne by tenderers, sub-contractors, suppliers or advisers in this process.
   3. Tenderers are required to complete and provide all information required by the Council in accordance with the Conditions and other parts of the tender document. Failure to comply with what is set out in the Conditions and the Invitation and Information for Tenderers documents may lead the Council to reject a tender response.
   4. Tenderers should provide their response to the questions in the tender submission template rather than referring to one of their documents. Additional documents will not be evaluated, except where expressly requested.
   5. The Council relies on tenderers' own analysis and review of information provided. Consequently, tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
   6. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the tender process and their tenders, without reliance upon any opinion or other information provided by the Council or their advisers and representatives.
   7. The Council may make drafting changes to the tender documentation until six working days before the date for return of tenders. Tenderers will be required to accept any such changes without reservation.
   8. Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this tender should be made via the ProContract Supplier Portal on the ‘View Messages’ tab. The deadline for clarification questions is given in the timetable information above.
2. The Tender Pack (Sections & Schedules)
   1. Information for Tenderers
      1. This includes details of the tendering process, tendering and evaluation guidance, the background information and key requirements that need to be addressed to enable providers to submit a formal proposal for completing a particular piece of work or for the provision of Services.
   2. Conditions of Contract
      1. This section sets out the terms and conditions on which the services are to be provided. These conditions shall apply to the contract. This section requires no input and no terms or conditions put forward at any time by the tenderers shall form any part of the contract.
      2. Tenderers should understand the content of this section as it provides information relating to the performance of the contract and will assist with the development of the tenderers response when completing other parts of the tender document.

* 1. Specification
     1. The specification is an explicit set of requirements to ensure the right service is provided. Tenderers need to understand what the requirements are and relate this to the input required in other parts of the tender document.
  2. Suitability Assessment Questionnaire (SAQ)
     1. This questionnaire needs to be completed as part of the tender submission. These are self-certification questions as laid out by the Crown Commercial Services.
  3. Tenderer Submission and Pricing
     1. This section will be formed from the providers tender submission submitted through ProContract.
     2. Tenderers should complete the Pricing Document section giving prices for the service. If selected, this price shall apply for the duration of the contract (but will be subject to an annual review process set out in the Pricing Schedule).
     3. The pricing must include and allow for everything that might be required under the contract, whether collection, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contact management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party’s charges or whatever. The price should not include rent and any service charges which residents will be personally responsible for.
     4. All rates and prices must be quoted in pounds sterling.
     5. VAT should not be included in the tender rates and prices. Any VAT will be paid to the contractor as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.
     6. The Council proposes to check the submitted Pricing Document for errors in computation. If it finds any such errors, it will tell tenderers about them and give them the opportunity to amend the errors or withdraw their tender.
  4. Parent Company Guarantee
     1. This section requires no input by tenderers until the tender outcome is published, at which point it will be completed by successful contractors on award (if applicable).
  5. Certificate of Non Collusive tendering / Bona Fide Tender Declaration
     1. Please print, sign and upload this document as part of your tender submission.
  6. Certificate of Non Canvassing
     1. Please print, sign and upload this document as part of your tender submission.
  7. Blacklisting
     1. To be answered online through ProContract.
  8. Tenderers checklist

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| **Section** | **Document reference** | **Action** |
| 10.1 Information for Tenderers | This document | No input required.  Document is for information and guidance for tenderers. |
| 10.2 Conditions of  Contract | Separate PDF document | No input required.  Document is for information and guidance for tenderers. |
| 10.3 Specification | Separate PDF document | No input required.  Document is for information and guidance for tenderers. |
| 10.4 Suitability Assessment Questionnaire | Online questions | To be completed and uploaded to ProContract by tenderers. |
| 10.5 Tenderers Submissions and Pricing | Separate   * Word document/ * Online questions * Excel pricing schedule | To be completed and uploaded to ProContract by tenderers. |
| 10.6 Parent Company Guarantee | Separate PDF document | For information.  To be completed on award (if applicable). |
| 10.7 Certificate of Non Collusive tendering/ Bona Fide Tender Declaration | Separate PDF document | To be completed and uploaded to ProContract by tenderers. |
| 10.8 Certificate of Non Canvassing | Separate PDF document | To be completed and uploaded to ProContract by tenderers. |
| 10.9 Blacklisting | Online questions | To be completed and uploaded to ProContract by tenderers. |

1. Submission of Tender – Electronic Tendering
   1. The Council is utilising an electronic tendering system to manage this procurement and communicate with tenderers. Accordingly, there will be no hard copy documents issued to tenderers and all communications with the Council including the submission of tender responses will be conducted via ProContract.

**Tender submission**

* 1. The submission should be completed through ProContract. To submit a response, tenderers must login to ProContract and when logged in, you will be able to see all your current activities on the home page. In order to register for this opportunity and submit your response, you should:

1. Click on the title of your project and click ‘START’ to proceed further.
2. Register Interest in the Opportunity.
3. Click ‘My Activities’ to locate tender.
4. Download all necessary tender documentation from ‘Attachments’.
5. Step 1 – Click ‘Start Response’: Following on from this you’ll be directed to the response wizard. Click ‘Continue’.
6. Step 2 – Question Sets: Complete the online questions. As you work through the questionnaire each section that is completed will turn green. You will not be able to submit your response until all sections are green.
7. Step 3 – Attachments: Upload supporting information / evidence to support your application. Click ‘Continue’.
8. Step 4 – Terms and Conditions: Follow the link and read the terms and conditions, using the radio buttons select ‘Accept’ or ‘Decline’. Then finish.
9. Step 5 - Your response is now complete in draft status. When finalised click ‘Submit Response’.
10. The screen will show in the status that the response has been submitted.
11. If the submission time has not yet passed the supplier can edit their response if required.
    1. Any organisation that no longer wishes to participate in this procurement exercise, should click on the ‘No longer wish to respond’ link. If the tenderer does this after downloading the tender documents, all data supplied should be destroyed.
    2. **Please allow sufficient time to upload documentation.** It would be unwise to commence uploading documents within a few hours of the deadline. If you experience any technical difficulties relating to ProContract, please contact one of the council’s system administrators on **0117 92 23495.**
    3. It is the tenderer’s responsibility to return completed documentation via ProContract. During the tender process, any communication between tenderers and the Council should be made via ProContract. After the closing date for receipt of tenders the Council expects only to make contact with tenderers for the following purposes:
12. To clarify information contained in the tender documents;
13. To clarify anything relating to insurance, bonds and guarantees;
14. To inform tenderers of the award decision;
15. To give tenderers feedback about their bid;
16. To agree the contract commencement date.
17. Clarification Questions
    1. All queries, questions and requests for information regarding this tender should be made via the ProContract Portal on the ‘View Messages’ tab.
    2. **These should be submitted no later than 12 noon on 15th April 2016.** It should be noted that all questions and answers will be communicated to all other tenderers via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.
18. Tenderer’s Responsibility
    1. It is the tenderer’s responsibility to satisfy themselves as to the nature, extent, circumstances and situation of what is tendered for and as to the meaning and implications of the tender documentation. The Council will assume that tenderers have satisfied themselves as to everything they might need to know before tendering. The Council will not accept any suggestion subsequently that it should make any allowance or consider any claim based on ignorance or a failure to appreciate the circumstances under which the services are to be delivered.
    2. Tenderers shall have no claim whatsoever against the Council in respect of any statement, act or omission by the Council and in particular (but without limitation) the Council shall not make any payments to the successful or any other tenderer save as expressly provided for in the tender documents and (save to the extent set out in the Conditions) no compensation or remuneration shall otherwise be payable by the Council to the successful tenderer in respect of the services by reason of the scope of the services being different from that envisaged by the tenderer or by reason of any of the information within the tender documents including the invitation and information for tendering (or in response to any written enquiries or other information supplied within the course of this tendering process) or otherwise.
    3. The Council intends to monitor the successful service provider’s performance of the contract and will require the successful bidder to provide management information and other data and attend business reviews and other meetings, throughout the contract. The service provider should nevertheless note that the Council will expect the service provider to take responsibility for delivering the services to the council’s full satisfaction on the service provider’s initiative irrespective of whether any particular activity has been monitored or not. The Council expects the service provider to be able to demonstrate this in accordance with the contract. The Council does not expect to have to manage the service provider’s performance.
19. Transfer of Undertakings (Protection of Employment) Regulations (TUPE)
    1. It is the council’s view that TUPE may apply with respect to the services currently provided. Tenderers should however seek their own professional advice in order to form their views on the question of TUPE and should specify the view that they have taken together with the reasons for that view in the tenderers submission.
    2. Details of the staff employed by existing contractors on the services including details of grade, hours of work, terms and conditions of employment, age, length of service etc. will be provided in advance of the tender submission deadline. While this information is believed to be correct at the time of issue, the Council will not accept any liability in any circumstances for its accuracy, adequacy or completeness, nor is any express or implied warranty given. However it is up to each tenderer to reach its own view on the application of TUPE and if necessary to make enquiries of the present contractor(s) and make appropriate allowances for this in any tender submission.
    3. It has been agreed with the current provider that the Council will field all TUPE queries via the ProContract system. All queries submitted on ProContract will be collated and sent to the current provider. Bristol City Council acts as an intermediary in this process and does not carry any liability for the accuracy of TUPE information provided by the incumbent provider(s). It should be noted that such requests and the answers will be communicated to all other tenderers via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.
    4. If your organisation requires further information in addition to that which the Council has provided please contact the relevant contractor on the below details:

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| **Organisation** | **Contact Name** | **Email Address** |
| Interim Main Provider for zone 5 | Hayley Horwood  (Comfort Call) | Hayley.Horwood@candchealthcare.co.uk |
| Interim Main Provider for zone 9 | Cheryl Beard  (Medacs) | Cheryl.Beard@Medacs.com |

1. Freedom of Information Act 2000 and Environmental Information Regulations 2004
   1. The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. So far as procurement information is concerned, the Council currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, tenderers are taken to accept this.

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| **Information** | **How it is treated** |
| Tender submissions | Will be treated as publicly inaccessible at least until the notification of successful bidder. |
| Identity and amount of tenders | The total tender price of the successful bidder will become accessible between notification of successful bidder and contract signature. |
| Contract Documents as completed by the successful tenderer | Accessible during the advertisement period – under the council’s auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that the Council may not agree to treat information as confidential unless there is a really strong justification for doing so. |

1. Bribery Act 2010 & Whistleblowing
   1. Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.
   2. There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
   3. The Council encourages all service providers, tenderers or for that matter anyone else, to contact it if any Councillor, employee or other service provider, tenderer or potential tenderer approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, they should contact the council’s Chief Internal Auditor at the Corn Exchange, Bristol.
   4. In respect of any concerns a service provider may raise about any other sort of irregularity, the Council will treat their information in confidence in comparable fashion as the protection offered to employees under the council’s whistle-blowing policy. This can be found on the council’s publicly accessible website:

<https://www.bristol.gov.uk/documents/20182/33892/WhistleblowingPolicy_1.pdf/f5140d96-ba92-4dfa-b25e-5de9e8e8f020>

1. Fraud Act 2006
   1. In responding to this tender document your attention is drawn to the Fraud Act which now includes offences of:
2. Dishonestly making a false representation; and
3. Dishonestly failing to disclose information which a person is under legal duty to disclose.
   1. In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
   2. When returning your tender you are confirming that your tender contains accurate information which will not mislead the Council in the tender evaluation process.
   3. In the event that the Council finds that any tender contains a false representation, or which fails to disclose information relevant to the tender selection process, that tender will be disqualified and the Council will consider referring the matter to the police.
   4. If your tender is successful and the Council finds during the period of the Contract that either of the above applies, the Council reserves the right to immediate termination and to a full indemnity for any loss or damage caused.
4. Data Protection
   1. The Council requires the tenderer to comply with the terms and conditions of the 1988 Data Protection Act and take appropriate data security measures when processing personal data. Any personal data processed by the tenderer may only be disclosed in line with instructions from Council and not disclosed to any third party unless permitted to do so. If the service provided does require the tenderer to be a data processor for the Council then the tenderer may be asked to sign a Data Processing Agreement.
5. Bristol Pound
   1. The Council is keen to deliver economic, social and environmental value through its spending. Paying suppliers and giving grants to those who are prepared to accept their fees or grant in Bristol Pounds is a very visible way to demonstrate that the local economy and communities are receiving additional benefit from that spending and more sustainable supply chains are being created.
   2. The Bristol Pound ‘£B’ is the UK’s first city wide local currency. The £B is run as a not-for-profit partnership between the Bristol Pound Community Interest Company and Bristol Credit Union.

* 1. The £B can be spent at participating businesses using either paper £B or electronically from a £B account.
  2. Business accounts are available to independent traders that are based in or around Bristol. The Council is able to pay suppliers in £B and will offer this option to any successful supplier who meets the criteria. Further information on the £B can be found at: <http://bristolpound.org/what>”

1. Living Wage
   1. Bristol City Council became a Living Wage employer in October 2014. The payment of the recommended Living Wage Foundation rate supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals.
   2. In accordance with the council’s aspirations and objectives and its obligations under the Public Services (Social Value) Act 2012 we recommend the adoption of the Living Wage Foundation rate to our contractors and suppliers.
   3. To assist in our understanding of the market place in relation to this Invitation to Tender you are requested to provide responses to the Living Wage questions found within the questionnaire. (In any event, all tenderers will be required to comply with national legislation in relation to the application of the National Living Wage).
2. Other Matters
   1. Tenderers should not attempt to canvass any Member or Officer of the Council about their tender or try and obtain confidential information relating to the services or the tendering process from anyone associated with the Council or from any other past or present service provider to the council. If tenderers do so their tender is likely to be rejected.
   2. The Council cannot and does not propose to commit itself as to:
      1. What will be its service requirements after this contract has expired;
      2. What arrangements it may propose to make to procure the services; or
      3. What the legislative regime will be at that time either as to procurement of goods, services, works or transfer of staff after this contract has expired.
   3. Tenderers should not try and recruit any Council employee who has during the year prior to the closing date for the submission of tenders been employed on work relating to the contract. If you do so, your tender is likely to be rejected.
3. Collaboration Arrangements
   1. The resources, range and depth of skills needed to deliver this project to the Council are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
   2. Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Tenderer”. The tenderer is responsible for ensuring that the tender submission is fully completed and the required information provided in respect of consortium members (as appropriate).
   3. A consortia proposal requires either a clear lead organisation with whom the Council will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
   4. The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
4. Lead partner consortium;
5. Joint and several liability consortiums;
6. Subcontracting.

Lead partner consortium

* 1. A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, deliver a contract. One partner, will contract with the council, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of the contract. The other consortium members are effectively sub-contractors to the lead organisation.
  2. The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to deliver the entire contract.
  3. Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.
  4. It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the contract. This is not the responsibility of the council.

Joint and several liability consortia

* 1. The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
  2. The cumulative strength of both the financial and technical capability is assessed at this stage.
  3. Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

Sub-contracting

* 1. This is where the Council contracts with one provider (the lead contractor) and the relationship in respect of contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out.
  2. It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the tenderer. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, tenderers should be aware that where, in the opinion of the council, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the tenderer to proceed with the procurement process and/or to perform the contract. For the avoidance of doubt, in the event that the Council considers that such a change constitutes a material change for the purposes of procurement law, then the Council reserves the right to disqualify the tenderer from the procurement process.
  3. There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted; i.e. the lead contractor will deliver the core elements of the service.
  4. The Council will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the Council would expect payments to sub-contractors to mirror the payment conditions to the provider. The Council would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.
  5. Whilst the Council does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.

Other information – Multiple Bids

* 1. It is possible for an organisation to bid as a member of more than one consortium; or as part of a consortium, as an individual organisation, or as a sub-contractor to another bidder. However, they will need to ensure that they comply with competition law (Competition Act 1998). It is advisable for such organisations to seek independent legal advice as the Council cannot offer this. In this instance, the relevant organisation/s are also required to submit a certificate 'regarding involvement in other bids' with their tender. This certificate will form part of the tender documentation. The purpose of this certificate is to protect the Council from any claims regarding contravention of competition law. It also forms part of the Council’s due diligence regarding each bidding group’s awareness of their member’s potential conflicts of interest. The relevant consortia will need to confirm that they are aware that an organisation is a party to more than one bid.

# SECTION THREE: GUIDANCE FOR AND EVALUATION OF TENDERER SUBMISSION

1. Guidance for the Tenderer Submission
   1. Please note that whenever used, the term ’organisation’ refers to a sole practitioner, partnership, incorporated company, co-operative, charity or analogous entity operating outside the UK, as appropriate, and the term ‘officer’ refers to any director, company secretary, partner, associate, trustee or other person occupying a position of Council or responsibility within the organisation.
   2. Answer the questions specifically for your organisation not for the group if you are a part of a group of companies. Where, however, group policies, statements etc. are normally used in your organisation, please answer accordingly.
   3. This submission must be fully completed even if you have previously made a submission to the council.
   4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified
   5. Bidders should be aware that there are three types of questions / responses as part of this tender. They are:
2. Questions that require the bidder to type information directly onto ProContract. The information includes Company Name, Company Address etc.
3. Questions that require bidders to provide a written response to the 10 tender questions. Each response must be uploaded as a separate document to ProContract. Some of these questions also require policies or plans to be uploaded. All questions must address the sub criteria for that question and must not exceed the stated word count.
4. Questions that require a document to be completed and uploaded. An example of this is the ‘Bona Fide declaration’, which requires the bidder to download, sign, scan and upload the signed declaration.
   1. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your submission.
   2. Tenderers should note that they may be asked to clarify or provide additional information before the Council is able to determine the successful tenderer, and that the provision of false information may disqualify a tenderer from inclusion. Also, that in accord with the provisions of the Data Protection Act 1998, the name of a person dealing with an application will be a matter of record.
   3. Non UK based organisations should answer each of the questions in this submission substituting where relevant the appropriate legislation, code of practice or professional qualifications which are applicable within their domestic jurisdiction.
   4. The Council does not bind itself to complete this tender process and shall not be liable for any loss or expense incurred by any tenderer as a result of its decision not to proceed to the award of the contract.
   5. If you require clarification of any issue in relation to this tender, this should be sought through ProContract, using the ‘Messages’ tab. Questions and responses will then be available for all other tenderers and will aim to answer your question within 5 working days. No dialogue will be entered into outside of this process.
   6. Before submitting your tender on the ProContract, please ensure that:
5. All questions have been answered;
6. All relevant / requested documents have been uploaded;
7. The named person in the questionnaire is an individual with the Council to make these statements on behalf of the tenderer. Completion of this template on ProContract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.
8. All acronyms are adequately defined.
   1. Please also ensure that where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to. The word count is designed to allow tenderers to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. Wording in tables will contribute to the word count; wording in charts, diagrams and graphics are excluded. For this purpose "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (not withstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.
   2. In the case of tied scores, meaning two or more bids have exactly the same score following evaluation, the Council will double the score of question 6.1.2 (section 6).
   3. In the event that there is still a tied score, then the Council will double the score of question 7.1.2 (Section 7).
   4. The completed submission must be returned no later than **12 noon on 25th April 2016** via ProContract.
9. Evaluation of the Tenderer Submission
   1. Submissions will be evaluated by considering the following:
10. Part A: Suitability Assessment Criteria (Please download the official Crown Commercial Services suitability questionnaire from ProContract and upload in response to all questions) – these include Mandatory Exclusions, Discretionary Exclusions and Selection Criteria.
11. Part B: Service Delivery – Tender Submissions Section.
12. Part C: Declarations.
    1. The following are declarations that will need to accompany your tender submission. You will find the below documents on the documents tab in ProContract:
13. Non-Canvassing Agreement.
14. Non-Collusive Agreement / Bone Fide Tender Declaration.
    1. Any submissions failing to meet the Suitability Assessment Criteria may be excluded from further consideration.
    2. The Council will evaluate on the basis of what is the most economically advantageous tender. Tenders will be evaluated on a split of 70% quality of service delivered and 30% price.
15. Quality
    1. The evaluation criteria will be broken down into the key areas detailed in Table B, and the sub weightings will be applied. Each of the sub criteria will be scored between 0 and 5 as shown in Table A.
    2. Please ensure answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
    3. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated.
16. Price
    1. Pricing will be evaluated against the cost to provide the services in the specification.
    2. The pricing submission will be evaluated by way of a ‘standard differential’ method. Please refer to Appendix 1 of this document for more information.
    3. The weighting for price (30%) will be applied to the score achieved from the standard differential method.
17. Table A. Tender Scoring Matrix

* 1. Scores will be awarded in accordance with the Scoring Matrix indicated. The relevant mark shown in the Scoring Matrix will be allocated where the tenderer’s response complies with one or more of the bulleted descriptions.
  2. If the Project Evaluation Team scores 2 or more areas of a bid as either 0 or 1, the Council reserves the right to exclude that tender from further consideration.

|  |  |
| --- | --- |
| **Scoring Matrix** | |
| **Scores 0-5** | **Reason to award this score based on evidence provided against the criteria included** |
| 0 | * Falls well short of demonstrating that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response. * Provides little or no information to show how the bidder can or would meet the required standard   and /or   * Provides information to indicate the bidder is unable to meet the required standard. |
| 1 | * Falls short of demonstrating that the Tenderer’s has the relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. * Provides some information to show how the bidder can or would meet some of the required standards. |
| 2 | * Mostly, but not fully, demonstrates that the Tenderer’s has the relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. * The bid will show that the Tenderer partly meets all requirements and / or fully meets some requirements. The bid will not demonstrate that the Tenderer fully meets all requirements. |
| 3 | * Demonstrates the Tenderer has the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with adequate evidence to support the response. * The bid will show that the Tenderer meets all requirements, but few or no examples of where these requirements are exceeded. |
| 4 | * Demonstrates the Tenderer has the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with full and thorough evidence to support the response. * The bid will give examples to show how the Tenderer exceeds some of the requirements. * Response identifies factors that will offer potential added value, with evidence to support the response. |
| 5 | * Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service, with full and thorough evidence to support the response. * The bid give thorough examples to show how the Tenderer exceeds many of the requirements and / or significantly exceeds the requirements. * Response identifies factors that will offer added value, with evidence to support the response. |

1. Table B. Evaluation Criteria

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **High Level**  **Criteria** | **Weighting** | **Question** | **Sub criteria** | **Sub weighting** |
| Quality of  Service | 15% | * + 1. How will your organisation arrange and deliver services in a way that supports people to stay as independently as possible?   (Word count: 1000 words) | * + 1. Demonstrates an understanding of how the way services are provided, can affect a person’s independence. | 25% |
| * + 1. Demonstrate an understanding of how you would work with service users to establish the level of independence they can, and want to, achieve. | 25% |
| * + 1. Describes how services could be set up and delivered in such a way as to improve a person’s level of independence. | 25% |
| * + 1. Demonstrates that the organisation structure and approach is set up to be able to support service users to live as independently as they can. | 25% |
|  | | | | |
| Implementation Plans | 15% | 2.1.1 Please provide your full implementation plan which will be delivered if you are awarded this contract.  (The Implementation Plan can be presented in the way you think is most appropriate and that addresses all of the sub criteria for this question. There are no restrictions on the length or word count for this document.) | * + 1. The Implementation Plan shows how delivery in the tendered zone area of the city, will be provided in a safe, thorough and timely way. | 40% |
| * + 1. The response demonstrates the provider understands key challenges and identifies opportunities for service improvements and continuous delivery to service users. | 30% |
| * + 1. The response makes reference to the Implementation Plan and the key actions and milestones that will form part of the implementation of the service. | 30% |
|  | | | | |
| Service delivery | 10% | * + 1. Please outline how your organisation will ensure that from `go live’ date will deliver services that are:  1. Flexible 2. Reliable 3. Predictable 4. Based on a partnership approach   (Word count: 1000 words) | * + 1. Demonstrates that the organisation works in a flexible way, so that services are set up and delivered to fit around service user’s needs and lifestyle. | 25% |
| * + 1. Demonstrates that the organisation will arrange and deliver services in a reliable way and the service user knows what will happen and when. | 25% |
| * + 1. Demonstrates that the organisation arranges and delivers services in a predictable way so the service user knows what will happen, when and with whom. | 25% |
| * + 1. Demonstrates how the organisation will work in partnership with Bristol City Council and the other Main Providers. | 25% |
|  | | | | |
| Workforce and Employment | 10% | * + 1. Describe how your organisation will ensure you have the right number of care staff, with the right level of skills, knowledge and training.   (Word count: 1000 words) | 4.1.2 Demonstrates how the organisation recruits and retains staff to ensure it has the right number of staff to deliver care. | 25% |
| * + 1. Provides evidence of how your organisation rewards staff, giving specific examples of the terms, conditions and rewards that you believe improve staff retention. | 25% |
| * + 1. Demonstrate how the organisation ensures care staff, have the right skills knowledge and experience, giving specific examples of the actions the organisation takes to ensure this. | 25% |
| * + 1. Demonstrate how the organisation develops initiatives to entice staff into a career in care services, working closely with other organisation such as job centres and other organisations supporting people back into work. | 25% |
|  | | | | |
| Communication | 10% | * + 1. Describe the ways in which your organisation will effectively communicate with:  1. Service users and their families. 2. Your staff. 3. The Council and partners. 4. Local community.   (Word count: 1000 words) | * + 1. Demonstrates how the organisation communicates with service users and their families in a proactive, effective and appropriate way. | 30% |
| * + 1. Demonstrates how the organisation communicates with its staff in a way that best supports staff to deliver high quality services to people. | 25% |
| * + 1. Demonstrates the organisation acts in an open, honest and transparent way with the Council and partners. | 25% |
| * + 1. Provides robust proposals for building relationships with the community (in the zones to which tenderers are bidding), through community groups & events, which evidences how the organisation will gain an understanding of the needs of the local community and adapt to service provision as necessary. | 20% |
|  | | | | |
| Safeguarding | 10% | 6.1.1 Please provide evidence on how you will ensure that awareness and practice of safeguarding (children and/or adults at risk), Mental Capacity Act[, and] Deprivation of Liberty Safeguards [and with the Prevent Duty Guidance: for England and Wales], in accordance with Section 11 Children Act 2004, with Working Together, 2015 with the MCA/DOLS codes of practice, [and] with the provisions of the Care Act 2014, [and with Section 26 of the Counter-Terrorism and Security Act 2015] will be embedded within your organisation’s delivery of the service.  (Word count: 1000 words)  *NB: If the project evaluation team scores either a 0 or a 1 for this question, that tender will be judged to be unsatisfactory and BCC* | * + 1. Please confirm and provide evidence of your safeguarding policy which includes key elements as outlined in Appendix 5 of this document. | 20% |
| * + 1. Giving evidence which ensures that the Safeguarding Policy is embedded into your organisation. | 20% |
| * + 1. Provides evidence that the Safeguarding Policy is used regularly. | 20% |
| * + 1. Has provided evidence that the Safeguarding Policy is learnt from. | 20% |
| * + 1. Giving evidence of how the Safeguarding policy is applied from application to service delivery. | 20% |
|  | | | | |
| Business  Continuity | 10% | * + 1. Describe how your organisation undertakes business continuity planning and how this will support vulnerable service users in the event of a business disruption or an emergency. E.g. adverse weather.   (Word count: 1000 words) | * + 1. Provides a comprehensive business continuity plan, demonstrating how the organisation prepares for and minimises the chances of, service disruptions in emergencies. Ensuring the most vulnerable service users continue to receive care during (for example) periods of snow and/or prolonged cold weather. | 40% |
| 7.1.3 Has a comprehensive emergency plan, which is disseminated to staff which shows how it supports staff to work cohesively, (helping across zones where necessary with other main providers), to help reduce risk to vulnerable service users. | 30% |
| * + 1. Describes the strategies and actions your organisation will take to support staff and increase organisational resilience. Defining the key areas such as the following:  1. The diversity of your income streams. 2. Business continuity planning. 3. How incidents are managed. 4. How the organisation communicates with staff, service users and the Council during business disruptions or emergencies. 5. The arrangements and plans in place as a core value to managing high risk business disruptions such as severe weather or the loss of IT services. | 30% |
|  | | | | |
| Equalities | 10% | 8.1.1 Please describe how your organisation will operate in accordance with the Equality Act 2010 and the s.149 Public Sector Equality Duty” with reference to the homecare service.  Providing copies of any relevant policies and/or evidence of relevant actions taken. (Word count: 1000 words)  (Please see additional information in Appendix 6 of this document). | 8.1.2 Demonstrates a good understanding of the Equality Act 2010, including the Public Sector Equality Duty. | 30% |
| 8.1.3 Demonstrates as an employer that equality of opportunity is integral to vacancy advertising, recruitment, retention, promotion, training and grievances. | 30% |
| 8.1.4 Demonstrates that services will be tailored and regularly reviewed to include understanding of the various service user needs, backgrounds and their differing requirements.   1. Make reference to service user needs, backgrounds and their differing requirements. 2. Commit to the principles of organisational review, either through the use of equality action plans, the use of impact assessment or annual reviews by management. 3. Have processes in place for equalities monitoring of service users and/or outcomes or evidence of producing and using data. 4. Feedback from service users or individual reviews of cases. 5. Evidence of making access improvement. | 40% |
|  | | | | |
| Social Value | 5% | * + 1. Please provide your understanding of social value and provide evidence of programmes your organisation has undertaken which incorporate social value to the service provision? (Word count: 500 words) | * + 1. Demonstrates how the organisation incorporates social value into the homecare service. Giving evidence of interaction and building relationships with other groups to help service users become more independent and feel less isolated. Groups such as;  1. Local community groups. 2. Neighbourhood schemes. 3. Voluntary organisations. | 50% |
| 9.1.3 Has provided evidence of any recent undertaking of community schemes within the organisation. Including As well as employment of any minority or vulnerable groups and/or volunteers, who have informed knowledge of the zone, community groups and specific neighbourhood issues. | 50% |
|  | | | | |
| Sustainability | 5% | 10.1.1 How will your organisation manage its environmental obligations during the delivery of this contact?  (Word count: 500 words) | 10.1.2 Promotes and provides evidence of the use of more efficient and sustainable methods of travel for staff commuting around the city/zone (in a planned way) to help reduce the environmental impact. | 100% |

1. Guidance for the Tenderer Submission regarding consortia / collaboration bids

Consortium Bids

* 1. Each consortium member will need to register on the ProContract e-procurement tendering system separately. Each consortium member must complete the **Suitability Assessment** questions.
  2. If a single member of the consortium fails to achieve the requirement, the consortium as a whole will not be considered for **Qualitative Assessment**.

Sub-contracting

* 1. Only the tenderer (i.e. the lead contractor) should complete the submission – Suitability Assessment and Qualitative Assessment.
  2. The lead contractor should include details of known proposed sub-contractors in answer to question 1.2(b) of the Suitability Assessment. If such details are included, the lead contractor would not be obliged to use the proposed sub-contractors should the lead contractor be awarded the contract. However, when evidencing how they are going to deliver the contract, if the lead contractor will be reliant on known proposed sub-contractors to deliver specific areas, they will need to make reference to that in their evidence.
  3. Please note sub-contractors do not need to register on ProContract or complete any part of the submission.

1. APPENDIX 1: How marks for Price & Quality will be calculated

Marks for Price

* 1. Each bidder will receive 100% of the available marks less the percentage by which their bid exceeds the lowest bid. This means that 30 marks will be awarded to the bid with the overall lowest total price / cost (weighted price score).
  2. By way of example, if the lowest price bid is £12.50, the score for a bid of £14.20 will be calculated as follows:

1. Calculate the percentage difference between the lowest price bid and tendered price.
2. £14.20 – £12.50 = £1.70, a 12% difference from the lowest price. This is the allocated price score.
   1. This bid will therefore receive an allocated score of 88%. This is the winning bidders score (100) minus this bidders score (12).
   2. The maximum mark available for price (30) is multiplied by the above figure (88%) to give a final score of 26.4 marks (weighted price score).

Marks for Quality

* 1. Each bidder will receive 100% of the available marks less the percentage by which their bid is scored below the highest scoring bid. This means that 70 marks will be awarded to the bid that achieves the highest quality score against the published criteria (weighted score).
  2. By way of example, if the highest quality score achieved is 30, the score for a bid achieving 20 will be calculated as follows:

1. Calculate the percentage difference between the bid achieving the highest score and the score received by this bid.
2. 30 – 20 = 10, a 33.33% difference from the highest quality marks. This is the allocated quality score.
   1. This bid will therefore receive an allocated score of 66.67%. This is the winning bidders score (100) minus this bidders score (33.33).
   2. The maximum mark available for quality (70) is multiplied by the above figure (66.67%) to give a final score of 46.67 marks (weighted price score).
3. APPENDIX 2: Financial Evaluation Method

Financial Standing Appraisal

* 1. The Financial Information provided will be used by the Council to assess whether the bidders possess the necessary economic and financial capacity to perform the contract.
  2. When undertaking the assessment the Council looks at the bidders most recent financial statements along with those of any ultimate parent company (if appropriate). These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.
  3. The Council reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Council will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Council to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of an applicant’s financial structure or funding arrangements. The Council would expect any such information to be verified by an independent source, for example, the applicant’s auditors. Furthermore the Council may (but is under no obligation) request further information or explanation from a bidder
  4. Initially basic checks are made on a bidder’s name and any relevant registration details (e.g. registered number at Companies House). The Council would check whether the bidder is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.
  5. When considering profitability the Council looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.
  6. The Council would look at the bidder’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Council looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.
  7. When looking at liquidity the Council uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally the Council would expect a bidder to have a current ratio of at least 1:1.
  8. Contract limit is the size of contract that is considered ‘safe’ to award to a bidder, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Council assesses the capacity issue of whether the bidder has the resources to carry out the work and also considers whether the bidder will become over-dependant on the contract in question. Generally the Council would expect a bidder to have a turnover of two times the annual contract value.
  9. The Council would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the council. If the Council decides that the financial and economic standing of the bidder represents an unacceptable risk to the Council then the bidder will be excluded from further consideration in this process.

1. APPENDIX 3: Blacklisting

Blacklisting

* 1. ‘Blacklist’ means a list which:

1. Contains details of persons who:

1. Are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions; and/or
2. Have incurred disapproval or suspicion or are to be boycotted or otherwise penalised; and
3. Is compiled with a view to being used by employers or employment agencies for the purposes of discrimination in relation to recruitment or treatment of workers.
   1. Please note – the term “Blacklist” is used by the Council to reflect the commonly adopted terminology in relation to the lists defined above and is not intended to cause offence.
   2. The Council regards the use of Blacklists in the recruitment and/or treatment of workers as grave misconduct in the course of business and as being a discretionary ground for exclusion under Regulation 57(8) (c) of the Public Contracts Regulations 2015.
   3. Demonstration that your organisation has taken adequate measures to ensure that Blacklists are not used by or on behalf of your organisation may be evidenced by:
4. Details of any staffing/HR measures that have been put in place;
5. Structural and organisational measures; or
6. Instructions issued by senior management.
   1. The Council reserves the right to exclude a bidder if:
7. The bidder has not confirmed that blacklists are not used by or on behalf of the bidder; and/or
8. The Council is not satisfied that the bidder has demonstrated that adequate measures are in place to ensure that blacklists are not used by or on behalf of the bidder.
   1. The Council reserves the right to exclude a bidder if the Council is not satisfied that adequate self-cleaning has been carried out following:
9. An adverse finding by a court or tribunal or other public body exercising similar functions regarding the use of a blacklist by or on behalf of a bidder.
10. An admission by the bidder of the use of a blacklist by or on behalf of the bidder.
11. APPENDIX 4: Detailed Zone information
    1. Summary of Homecare Zones.

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| --- | --- |
| **Homecare Definitions** | |
| These definitions are displayed for providers only for information purposes to assist with tender submissions. | |
| Day Time Hours | 06:00 – 23:00 |
| Out of Hours | 23:01 - 5:59 |
| CHC Hours | Continuing Health Care funded by Bristol CCG. |
| Live In | Packages where the Care Worker provides 24/7 care. |

|  |  |
| --- | --- |
| **Zone Information** | **Lot No.** |
| Ashley - BS7 Lawrence Hill, Cabot – BS2 | 5 |
| Bishopston – BS7 Redland, Cotham – BS6 Clifton, Clifton East – S8 | 9 |

* 1. Summary Estimates for Homecare Zone packages.

|  |  |  |  |
| --- | --- | --- | --- |
| Zone | Existing Service  Users Hours per week | New Service  Users Hours  per week | Total Number of  hours |
| 5 | 1066.43 | 214.42 | 1280.85 |
| 9 | 832.26 | 243.00 | 1075.26 |

* 1. The above table represents the average level of provision per week based on the 4 week period 29th Feb – 27th March 2016.
  2. For (new SUs) this represents an average and approximate number of hours of home care packages that a Main Provider is expected to be offered each week, based on the Council’s data from the last quarter. The demand for new service user packages will fluctuate throughout the year, and is also affected by external factors. For example, the demand for home care provision can increase during winter months. These figures are not representative of guaranteed hours that a Main Provider will be offered each week, but an indication of the demand for home care based on previous figures. The true figure may be higher or lower throughout the year.

1. Appendix 5: Safeguarding
   1. Safeguarding and Prevent duties in procurement under the Public Contracts Regulations 2015.

Table 1: Adults at Risk Safeguarding policy evidence required and mental Capacity Act & Deprivation of Liberty Guidance.

|  |
| --- |
| **Adults at Risk Safeguarding Policy Evidence of:** |
| * Whistle Blowing policy that is shared with staff and service users. * Clear process for recording allegations of abuse. * Safeguarding concerns are made to the relevant agencies (e.g. Bristol City Council) in a timely way, appropriate to level of urgency and risk. * Safeguarding concerns contain all relevant information to ensure that any enquiry can be conducted comprehensively. * Dignity, choice and respect for the Service User. * Service Users are asked to consent to a concern being reported, where they have capacity to do. Reasons for overriding consent, e.g. that others may be at risk, must be explained to the Service User. * Service Users are supported to be as involved as possible in the safeguarding process. * Robust engagement with the safeguarding process e.g. written reports of safeguarding investigations. * Promotion of Service User choice and control at all times to avoid abusive and disrespectful practice. * Evidence of the policy being embedded into the organisation e.g. staff group training and induction process. |
| **Adults at Risk Mental Capacity Act & Deprivation of Liberty Safeguards Policy Evidence of:** |
| * Assessment of capacity relating to making specific decisions is based on a functional test of capacity. * Urgent Deprivation of Liberty authorisation is taken out, and at the same time an Application for Standard authorisation is made to the Supervisory body (the Local Authority) when the Service Provider (Managing Authority) believes that it is in the Service Users best interest to deprive them of their liberty. * Decisions taken by staff on behalf of a Service User are demonstrably in the Service User’s best interests e.g. individuals past and present wishes and feelings, any belief and values which would have influenced their decision and the view of their support network and other professionals. * A clear procedure is followed setting out the actions required of staff in relation to Service Users who do not have capacity to make decisions. * Where Mental Capacity Act assessments are in place for residents these are reviewed on at least a monthly basis. * Evidence of the policies being embedded into the organisation e.g. staff group training and induction process. |

1. Appendix 6: Scoring Structure for Equalities Section of the Questionnaire

Question: Demonstrate that you have a good understanding of equality legislation and identify where you believe your organisation delivers the public sector equality duty.

* 1. In order for the providers to score at least a 3 for this question, they need to have an accurate understanding of the legislation. The response they give to this question, whether provided in the policies attached as evidence or in the question’s response, needs to include at least 3 of the following:

1. Accurate reference to the nine protected characteristics.
2. References the need to tackle discrimination, harassment and victimisation.
3. Reference to public sector equality duty.
4. replacing previous equality legislation/not refer to out of date legislation.
5. Reference to reasonable adjustments.

Question: Demonstrate that you are an equal opportunities employer and identify where you believe your policies have made a difference.

* 1. In order for the providers to score at least a 3 for this question, they need to have arrangement in place to protect job seekers and employees from harassment and discrimination. The response they give to this question, whether provided in the policies attached as evidence or in the question’s response, needs to include at least 3 of the following.

1. Advertise to ensure wide pool of applicants.
2. Job requirements do not contain discriminatory statements/reference to job descriptions.
3. Equality training for interview panels/fair transparent recruitment process.
4. A complaints and  grievance procedure is in place.
5. There are arrangements for equality training, incl. commitment to providing access to training for all employees.
   1. The provider can only score a four or more if it exceeds the requirement of the contract. The provider can score a 4 if the answer demonstrates at least 3 out of 5 of the above AND give at least one good practice example and will score a 5 if it can demonstrate at least 3 out of 5 of the above AND gives more than one good practice example.

Question: Demonstrate that your services are individually tailored and reviewed to meet the needs of people with different protected characteristics and identify where you believe your practices have made a difference.

* 1. This sub criteria is included if the provider is providing services to people. In order for the providers to score at least a 3 for this question, they need to be able to recognise that they need to provide services differently to different customers to meet impairment related needs, cultural or religious needs, to promote service usage to underrepresented groups and to increase access for a wider range of people. The response they give to this question, whether provided in the policies attached as evidence or in the question’s response, needs to include at least 3 of the following.

1. Make reference to service user needs, backgrounds and their differing requirements.
2. Commit to the principles of organisational review, either through the use of equality action plans, the use of impact assessment or annual reviews by management.
3. Have processes in place for equalities monitoring of service users and/or outcomes or evidence of producing and using data.
4. Feedback from service users or individual reviews of cases.
5. Evidence of making access improvements.
   1. The provider can only score a four or more if it exceeds the requirement of the contract. The provider can score a 4 if the answer demonstrates at least 3 out of 5 of the above AND give at least one good practice example and will score a 5 if it can demonstrate at least 3 out of 5 of the above AND gives more than one good practice example.