

**Procurement
Document**
(Open Framework)

Application to enter

**Provision of Dorset Care, Support,
Housing and Community Safety
Framework**

Reference DN548158

Contents

	Page Number
Introduction	2
Framework Lots	5
Call-Off Award Procedure	20
Government Funding	20
Notes for Completion	
1. Glossary	21
2. E-Tender System	22
3. To View this Opportunity	22
4. Register Intent	22
5. Response Wizard	22
6. Selection of Lots	22
7. Confidentiality	22
8. Application Process	22
9. Communication	23
10. Other Documents and Supporting Evidence	23
11. Whistleblowing Policy and Procedure	23
Application Process	
1. Application to Enter and to be Appointed onto the Framework	24
2. Applying to Enter and to be Appointed at Initial Creation of the Framework	24
3. Applying for Enter and to be Appointed onto the Established Framework	24
Evaluation and Selection	
1. Evaluation	25
2. Selection Process	25
3. Selection Criteria	25
4. Procurement Timetable: Establishment of the Framework	27
Guidance in Respect of Lots	
1. Evaluation of Lots	28
2. Selection of Lot Templates	28
Invitation to Tender for Call-Off Contracts	
1. Invitation to Tender	30
2. Invitation to Tender Response Time	30
Framework Agreement Terms and Conditions	
1. Terms and Conditions	31
2. Framework Agreement Documentation	31
3. Tender Declaration	31
Illustrated Guide to the Stages of the Procurement Process	
1. Illustrated Guide	31
Documentation	35
Disclaimer	35

Introduction

Purpose

The purpose of this document is to provide instructions on applying entrance (“application”) into an Open Framework. The Application enables Dorset Council to receive sufficient information from Organisations (“Tenderers”) interested in supplying the required Goods, Services or Works and to allow: a) both the assessment of their capacity and suitability, and b) enable the Council to evaluate the application submitted to find the most suitable Tenderer who can meet the Selection Criteria to appointment on to the Provision of Dorset Care, Support, Housing and Community Safety Framework. Only Tenderers who successfully enter the Framework will receive a further “Invitation to Tender” (“ITT”) for specific contract.

This application process has been issued by Dorset Council in connection with a competitive procurement in accordance with the Public Contract Regulations 2015 (“the Regulations”).

Title: Provision of Dorset Care, Support, Housing and Community Safety Framework

Aim of the Project:

The commissioning partners seeks to provide high quality, personalised care and support services (taking a strengths-based approach) which focus on meeting the outcomes of those individuals using the services, whilst ensuring they are delivered and financed in a sustainable way.

In order to achieve this Dorset Council’s Adults and Housing Directorate is opening a new Framework; this will act as a vehicle to procure a range of care and support, housing and community safety services. It will replace the existing Frameworks.

The Dorset Care, Support, Housing and Community Safety Framework will be established by utilising the flexibilities of the Light Touch Regime under the Public Contract Regulations 2015. These enable Public Sector Bodies, in terms of health and social care, to adapt and innovate procurement and contracting models to best meet service requirements.

The Framework will be in place for up to 10 years and will enable providers to join at any time (as long as specific criteria is met) instead of fixed opening periods (as is the case with the existing Frameworks). It will work in two stages as follows:

- Part 1: The overarching 10 year framework will open and detail specific lots. At this stage providers need to meet the minimum entry criteria; this is detailed when the framework is open. At this stage providers will be asked to complete minimum entry criteria for the Lots they may in future wish to participate in further competitions for.
- In Part 2 providers will be invited further competition which will include further quality / price evaluation processes in respect of “specific call offs”. It is anticipated that this process will commence from April 2022.

The Framework shall allow a variety of procurement methods in order to support flexibility; opportunities to expand Providers’ geographical reaches and to respond to the needs of Service Users in receipt of Direct Payments or Personal Health Budgets. These shall include but are not limited to:

- Brokerage of individual packages
- Fixed term block contracts
- Individual Service Funds (ISF)

The Framework shall remain open for providers to apply to be appointed onto the Framework at any time during the Term, including those who have previously applied and failed to become a Framework provider (but excluding any whose Framework Agreement and/or Call-Off Contract has been terminated for Contract Non-Compliance). Framework providers may re-apply to improve their standing on the Framework by applying to be appointed to additional Lots.

Total Value of Framework: £1.7bn
Framework Term: 10 years

Open Framework under Light Touch Regime

The Services are deemed to be health, social, education and other related services (Schedule 3 Social and “social and other specific services”) for the purposes of the Public Contracts Regulations 2015 (SI 2015/102) (“the Regulations”). As the value of the Services exceeds the threshold of the “Light Touch” procurement regime set out in Chapter 3 Section 7 of the 2015 Regulations, the Regulations will apply for the purpose of procuring the Services however the Council is not obliged to comply with the full requirements of the 2015 Regulations.

In the case of this Framework, the Light Touch Regime has been applied to:

- secure a Framework term beyond the standard set by the Regulations
- be continually open as an “Open Framework” that will provide a means for Tenderers to apply to enter and to be appointed to the Framework at any time during the term of the Framework (not “Closed” to new entrants).
- provide the ability for Tenderers to improve their standing in the Framework as they themselves develop, e.g. to apply to enter and be appointed to further Lots.
- provide the ability for Tenderers, should they be unsuccessful, to improve their application and re-apply to enter and to be appointed to the Framework
- provide the ability to award Call-off Contracts based on Further Competition when price and call-off evaluation criteria will apply.
- utilising the functionality of a Dynamic Purchasing System (DPS) within the e-tender system that will automatically create Rounds to manage new applications.

Data Protection Legislation

Where the services require the successful Tenderer to process or share personal data, the contract/framework will be subject to the Data Protection Act 2018, incorporating the UK GDPR as set out therein and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

The successful Tenderer must be familiar with all data protection legislation applicable within the UK, including their obligations as a data processor or controller, and will have all necessary systems and processes in place to ensure compliance. Guidance from the Information Commissioner’s Offices is available here: [Guide to Data Protection | ICO](#)

If the service likely to result in high risk for individuals, the Council or the CCG may be required to conduct a Data Protection Impact Assessment after contract/framework award but prior to any processing take place. The successful Tenderer must co-operate with this process as required.

The Council will liaise with the winning Tenderer to complete the data processing schedule which will form part of the contract/framework agreement entered into.

Framework Lots

This Framework Agreement shall be in respect of 27 x Lots as shown in the table below. The Framework shall be accessed by both Dorset Council (DC) and NHS Dorset Clinical Commissioning Group (CCG), as Commissioning Partners. Some Lots will be accessed by both partners and some Lots shall be accessed by Dorset Council only or accessed by NHS Dorset Clinical Commissioning Group only; the Commissioning Partner who will be accessing what Lots is shown in the table under Lot Description.

Lot	Title	Lot Description
1	Care and Support at Home	<p>Care and Support at Home</p> <p><i>(To be accessed by DC only)</i></p> <p>Includes but not limited to all aspects of regulated care and support delivered in an Individual's home or specialist accommodation setting, on a planned or unplanned basis. Care and support can range from short term, rapid and crisis response, home based intermediate care to long term care and support. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. The Council is moving away from time and task models to more flexible outcomes-based models giving Individuals the opportunity to improve their confidence and independence. The care and support will include personal care and the Provider shall ensure that their staff are suitably trained to meet the needs of all Individuals.</p> <p>The Council's wishes to develop the role of 'Trusted Practitioner' whereby the Provider shall risk assess and review the needs of the Individual and look to reduce the need for formal care and support. The 'Trusted Practitioner' shall have sufficient training to ensure they have the skills required.</p> <p>'Details of training required for 'Trusted Practitioner' will be detailed in the further competition documents.</p> <p>It is envisaged that Providers shall already have a registered office in neighbouring authorities or within 20 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to find office space in neighbouring authorities or within 20 miles of Dorset within 6 months.</p>
2	Live in Care	<p>Live in Care</p> <p><i>(To be accessed by both DC & CCG)</i></p> <p>The Provider shall deliver a service that includes but is not limited to all aspects of regulated care and support delivered in an Individual's home on a planned or unplanned basis. Care and support can range from short term, rapid and crisis response, home based intermediate care to long term care and support. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. Carers (Provider) to reside in the Individual's home and be able to deliver personal and other care and support throughout the day. The night provision will be a sleeping night where the Carer shall not be</p>

		<p>expected to be awoken more than twice in any one night. The Carer is entitled to two hours break every day where they can leave the home. Carers are required to work with the Individual to support them to improve their confidence and independence.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
3	Roaming Nights	<p>Roaming Nights</p> <p><i>(To be accessed by both DC & CCG)</i></p> <p>Providers shall be able to mobilise workers to cover Dorset and to react to calls from the Council, SWAST, 111 and / or other System Partner. Providers shall ensure that the vehicles have mobile lifting equipment for non-injury falls, and other appropriate equipment or assistive technology as deemed necessary. Provider staff shall be suitably trained in the use of such equipment. Care and support from this service will include, but not be limited, to welfare checks, toileting, catheter adjustments, helping up from a fall and turning to ensure skin viability etc.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
4	Crisis Response	<p>Crisis Response - To support hospital discharge and admission avoidance</p> <p><i>(To be accessed by both DC & CCG)</i></p> <p>This service is a short-term intervention for Individuals who are at risk of hospital admission and/or discharged from hospital. Providers must accept Individuals within two hours of referral. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. These services will be time-limited, and it is expected that individuals will either not require on-going care and support or it will be at a reduced level by the end of the intervention. There will be an element of 'Trusted Practitioner' whereby the Provider shall risk assess and review the needs of the Individual and look to reduce the need for formal care and support. The 'Trusted Practitioner' is required have sufficient training to ensure they have the skills required.</p> <p>'Details of training required for 'Trusted Practitioner' will be detailed in the further competition documents</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
5	Extra Care	<p>Extra Care</p> <p><i>(To be accessed by DC only)</i></p> <p>In Dorset a scheme is defined as extra care accommodation if it contains self-contained apartments and communal facilities, offers hot meals on site, and has an on-site care team available 24/7. The schemes are designed to accommodate people with a wide range of care needs, up to and including end of life care, it can also</p>

		<p>include people with a Learning Disability or Mental Health issue, and can cater for adults of all ages where the Extra Care environment is deemed appropriate</p> <p>Providers shall deliver care and support within the Extra Care settings. Includes but not limited to all aspects of regulated care and support delivered in an Individual's home, on a planned or unplanned basis.</p> <p>Care and support to range from short term, rapid and crisis response, home based intermediate care to long term care and support. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. The Council is moving away from time and task models to more flexible outcomes-based models giving Individuals the opportunity to improve their confidence and independence.</p> <p>The care and support delivered by the Provider shall include personal care and the Provider is to ensure that their staff are suitably trained to meet the needs of all Individuals. There will be a core support element which shall include day and night-time cover as well as individual care and support.</p>
6	<p>Care Home Services (A)</p>	<p>Care Home Services (A) - Short term services, all adults including older people - planned and emergency respite care; bed-based intermediate care.</p> <p>This Lot 6 does not include Learning Disabilities and Mental Health; these are within Lots 13 and 14.</p> <p>Whilst predominantly the services within this Lot will be needed for older people, for some people whose care is commissioned by NHS Dorset Clinical Commissioning Group they could be all age adults.</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>For all adults, including older people, in residential care homes with and without nursing, with specialisms and the capability to care for people with dementia, general frailty, behaviours that challenge and complex needs</p> <p>The Provider shall deliver planned and emergency respite care with the ability to provide short stays that give a restorative break and lend assurance to both the service user and their family / Next of Kin (NOK) /informal carers, or to cover gaps in paid support at home in an emergency. This includes delivery of bed-based intermediate care, personalised care, a strengths-based approach ensuring that the Individual's outcomes are met. It is essential that the Provider's service model adapts to the short-term nature of placement and the needs of the Individual.</p> <p>Providers shall be required to demonstrate understanding of the nature and purpose of intermediate care, commitment to supporting and enabling people to return home / maximise independence and the willingness and ability to work collaboratively with other health and social care professionals towards this aim.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.

7	Care Home Services (B)	<p>Care Home Services (B) - Long term placements, all age adults aged over 65. Not Learning Development or Mental Health.</p> <p>Whilst predominantly the services within this Lot will be needed for older people, for some people whose care is commissioned by NHS Dorset Clinical Commissioning Group they could be all age adults.</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>For older people, in residential care homes with and without nursing, with specialisms and the capability to care for people with dementia, general frailty, behaviours that challenge and complex needs</p> <p>The Provider shall have the ability to provide permanent placements, including trial periods where appropriate.</p> <p>Personalised care and a strengths-based approach ensuring that the Individual's outcomes are met, and it is essential that it adapts to the needs of the Individual.</p> <p>Providers to note, whilst predominantly these services will be needed for older people, for some people whose care is commissioned by NHS Dorset Clinical Commissioning group they could be all age adults.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
8	Care Home Services (C)	<p>Care Home Services (C) - Long term placements, adults aged under 65 with physical disabilities and / or sensory impairment(s)</p> <p><i>(Predominately to be accessed by DC, but CCG exception is any nursing care placements where CCG contribute to Funded Nursing Care)</i></p> <p>For adults aged under 65, in residential care homes with and without nursing, with specialisms and the capability to care for people with physical disabilities and / or sensory impairments</p> <p>The Provider shall have the ability to provide permanent placements, including trial periods where appropriate.</p> <p>Personalised care and a strengths-based approach ensuring that the Individual's outcomes are met, and it is essential that it adapts to the needs of the Individual.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
9	Support at Home (A)	<p>Support at Home (A) - Learning Disability, Physical Disability, and Autism</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall be skilled and experienced in supporting adults with a learning disability, physical disability and/or autism.</p>

		<p>Support delivered by the Provider shall include, but is not limited to, all aspects of regulated and non-regulated care and support delivered in an Individual's home or specialist accommodation setting, on a planned or unplanned basis. Support will range from short term, respite or crisis response to long term care and support arrangements, and may include elements of night cover, and delivery of core or group hours where appropriate.</p> <p>The Provider shall work in a strengths-based way approach ensuring that the Individual's outcomes are met, which focuses on personal choice and promoting independence.</p> <p>The Provider shall ensure staff are trained and experienced in meeting the needs of the individual, which may include:</p> <ul style="list-style-type: none"> • Managing medication • Supporting people with complex health conditions for example epilepsy and PEG feeding • Supporting people with behaviour which may challenge others or property • Supporting people with communication needs for example adults who are non-verbal or who may have a sensory impairment • Developing and delivering positive behavioural support plans • Knowledge of the legal frameworks including mental capacity act and Liberty Protection Standards (LPS). • Understanding of just enough support and promoting individual progression <p>The Provider shall utilise assistive technology to increase independence and reduce the need for staff intervention, build a culture and ethos which encourages independence and growth without compromising safety, and a commitment managing staff time creatively and flexibly to meet the needs of the individual being supported.</p> <p>It is envisaged that Providers shall already have a registered office in neighbouring authorities or within 20 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to find office space in neighbouring authorities or within 20 miles of Dorset within 6 months.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
10	Support at Home (B)	<p>Support at Home (B) – Mental Health and Autism</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall be skilled and experienced in supporting adults with mental illness, personality disorder and/or autism.</p> <p>Support delivered by the Provider shall include, but is not limited to, all aspects of regulated and non-regulated care and support delivered in an Individual's home or specialist accommodation setting, on a planned or unplanned basis. Support will range from short term, respite or crisis response to long term care and support</p>

		<p>arrangements, and may include elements of night cover, and delivery of core or group hours where appropriate.</p> <p>The Provider shall work in a strengths-based way approach ensuring that the Individual's outcomes are met, which focuses on personal choice and promoting independence.</p> <p>The Council is embedding a recovery focused approach and Providers are required to have demonstrable experience in this approach</p> <p>The Provider shall ensure staff are trained and experienced in meeting the needs of the individual, which may include:</p> <ul style="list-style-type: none"> • Supporting people with complex mental health presentation, including personality disorder, dissociative disorder, and psychosis • Managing medication • Supporting people with behaviour which may challenge others or property • Supporting people with specific communication needs • Supporting people who may disengage from services • Developing and delivering positive behavioural support plans • Knowledge of the legal frameworks including Mental Capacity Act and LPS • Understanding of just enough support and working in a recovery focused model <p>The Provider shall utilise assistive technology to increase independence and reduce the need for staff intervention, build a culture and ethos which encourages independence and growth without compromising safety, and a commitment to managing staff time creatively and flexibly to meet the needs of the individual being supported.</p> <p>It is envisaged that Providers shall already have a registered office in neighbouring authorities or within 20 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to find office space in neighbouring authorities or within 20 miles of Dorset within 6 months.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
11	<p>Support at Home (C)</p>	<p>Support at Home (C) – Bespoke and Specialist</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall be skilled and experienced in supporting adults with very specialist support needs, who may have a learning disability and/or mental illness and/or autism; and who may be at risk of hospital admission, have a significant history of placement breakdown or being discharged from a hospital setting.</p> <p>Support delivered by the Provider shall include, but is not limited to, all aspects of regulated care and support delivered to an individual in their own home, which will often be a specialist environment. Support will most often be on a long-term basis</p>

		<p>with the expectation that support packages will reduce over time and will include both day and night- time cover.</p> <p>The Provider shall work flexibly and creatively in a strengths-based way approach ensuring that Individual's outcomes are met, which focuses on personal choice and promoting independence, whilst proactively managing risk. The Provider shall work in a Multi-Disciplinary Team (MDT) approach with other stakeholders.</p> <p>The Provider shall be skilled at recruiting and retaining experience staff offering comprehensive training and supervision. The Provider will be required to develop and deliver positive behavioural support plans with staff trained in positive behavioural support and identified leads within the organisation. The Provider to work in a solution focused way, with experience of working with people who may have communication needs and a clear understanding of the relevant legal frameworks including Mental Capacity Act and LPS.</p> <p>Provider staff to be trained around communication approaches such as Makaton or Easy Read and have delivery training.</p> <p>It is envisaged that Providers shall already have a registered office in neighbouring authorities or within 20 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to find office space in neighbouring authorities or within 20 miles of Dorset within 6 months.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
12	Forensic	<p>Forensic</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>This community social care Provider will be required support people who may have a mental health condition, learning disability and/or autism alongside forensic histories. The Provider shall work in partnership with specialist mental health and learning disability services and statutory agencies to deliver accommodation based or outreach support, which is safe and responsive support. The Provider may be required to support people leaving secure settings.</p> <p>The Provider shall demonstrate experience of working with this client group safely whilst facilitating the achievement of individual outcomes for people. The Provider shall ensure staff are appropriately trained and experienced to meet needs of the client group (e.g., risk management)</p> <p>The Provider will be required to support the recovery and progression to maximise independence whilst working within the legal framework applicable</p> <p>It is envisaged that Providers shall already have a registered office in neighbouring authorities or within 20 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to find office space in neighbouring authorities or within 20 miles of Dorset within 6 months.</p>

		<p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
13	Residential (A)	<p>Residential (A) – Learning Development and Autism</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall deliver care and support in terms of personal care, emotional and behavioural support for Individuals with LD / PD / Autism within residential care settings.</p> <p>Residential care shall form part of an intervention and not be the long-term solution. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. The Council is moving away from time and task models to more flexible outcomes-based models giving Individuals the opportunity to improve their confidence and independence. The care and support will be provided to people with a range of learning and physical disabilities, and or autism so the Provider shall ensure that their staff are suitably trained to meet the needs of all individuals in a person-centred manner. The Provider is required to work with the resident, their families and support networks to develop and adapt support as required, e.g., progression planning and crisis management.</p> <p>Providers to note, for specific people there may need to be occasional long-term placements, this service may not be required for the Council but for NHS Dorset Clinical Commissioning Group</p> <p>Dorset Council may choose to commission residential placements via the SWADASS agreed protocol for residential placements</p> <p>Providers to work with Individuals, where feasible, to step down from this type of care to their own tenancy.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
14	Residential (B)	<p>Residential (B) – Mental Health and Autism</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall deliver care and support in terms of personal care, emotional and behavioural support for clients with Mental Health issues within residential care settings. Residential care should form part of an intervention and not be the long-term solution. All care and support shall be delivered by the Provider in a strengths-based approach ensuring that the Individual's outcomes are met. The Council is moving away from time and task models to more flexible outcomes-based models giving Individuals the opportunity to improve their confidence and maximise independence. The care and support will be provided to people with a range of mental health conditions, and or autism so the Provider shall ensure that their staff are suitably trained to meet the needs of all individuals in a person-centred manner whilst focusing on a recovery approach. The Provider is required to work with the</p>

		<p>resident, their families and support networks to develop and adapt support as required, e.g., recovery planning and crisis management.</p> <p>Focus for Providers is crisis prevention, recovery and move on.</p> <p>Providers to note, for specific Individuals there may need to be occasional long-term placements, this service may not be required for the Council but for NHS Dorset Clinical Commissioning group.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
15	Adults Respite	<p>Adults Respite (Adults with a Learning Disability, Mental Health or Autism)</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>As Lot 13 and 14, but the Provider shall deliver support with emphasis around the Individual maintaining and developing their social network and skills outside of the respite setting.</p> <p>Respite shall be part of the continuous pathway that supports the Individual to develop the skills and confidence to live as independently as possible. Respite provision shall continue to build on the work in place by other provision.</p> <p>Respite can include overnight stays pre booked or in an emergency. It will also include short breaks in the day.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
16	Steps to Independence	<p>Steps to Independence (Transitions – All Ages)</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Steps 2 Independence (S2I) Pathway supports adults with learning disabilities to become more independent. The pathway provides time limited support and is aimed at delaying or reducing requirements for care and support. Improving independence by developing life skills, so less help is needed. Individuals supported are engaged and connected in local communities and have increased independence this could be making new friends, getting fit or active, or travelling independently. There is a focus on increased use of technology where appropriate. If ongoing support is required, it will be “right size” a package of support that provides just the right amount of support to enable a good life.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
17	Living Well (A)	<p>Living Well (A) – Community Safety</p> <p><i>(To be accessed by DC only)</i></p>

		<p>The Community Safety Team at Dorset Council works with a wide range of services and partners to tackle key community safety issues. Those include things like modern slavery, sexual violence, and domestic abuse, amongst others. From time to time the Council may commission services that aim to help tackle these issues and likely to require the provision of helplines, advice, information and guidance, referral to other appropriate services, provision of support and safe accommodation, pattern changing and other relevant workshops, training, education, and awareness raising.</p>
18	Living Well (B)	<p>Living Well (B) – Accommodation Housing Management</p> <p><i>(To be accessed by DC only)</i></p> <p>To support the provision of 'hostel' style supported accommodation, the Council will at times need to commission housing management services that may also include a support option, but will need to include the following landlord support and health and safety services:</p> <ul style="list-style-type: none"> • carrying out repairs and maintenance • tenancy related support • housing management costs • rent setting • void management and costs • gas safety checks • electrical safety checks • CCTV • fire risk assessments • provision and/or replacement of white goods and furniture • security • water sewerage • water safety testing
19	Living Well (C)	<p>Living Well (C) – Housing Related Support Services</p> <p><i>(To be accessed by DC only)</i></p> <p>Housing related support services have traditionally provided tenancy-related support to vulnerable people. This includes:</p> <ul style="list-style-type: none"> • supported accommodation such as housing for vulnerable people who are homeless or insecurely housed and for those escaping domestic violence and abuse • floating support providing short term crisis intervention for people at risk of losing their home, and people facing multiple exclusions • Community Resource Centres <p>This includes, but is not limited to, the following:</p>

		<ul style="list-style-type: none"> • Supported accommodation such as hostels and refuges/safe accommodation which would include housing management and supportive key working provision • Community based resource centres – advice and support hubs in key areas of need • Housing First – dedicated holistic wraparound support for people facing multiple exclusions who do not thrive in shared accommodation, funding linked to the person • Supported Tenancies – holistic support for people facing multiple exclusions who do not thrive in shared accommodation, funding linked to the accommodation • Outreach support to those sleeping rough • Floating support offering tenancy related support to start up or maintain tenancies
20	Complex Care – Domiciliary CCG	<p>Complex Care – Domiciliary CCG</p> <p><i>(To be accessed by CCG only)</i></p> <p>The service will be provided for both adults and children who are currently Continuing Health Care eligible and shall be in accordance with the Agreed Health Care Outcome Plan.</p> <p>The Provider shall provide domiciliary care for children and adults whose packages need a Registered nurse either to provide the care or oversee the care. Some packages may need a paediatric specialist or mental health specialist. All Provider staff must be appropriately qualified.</p> <p>The Provider must deliver a service 24 hours a day 7 days a week.</p> <p>The Provider shall support the individual to make informed choices about their care as per the NHS constitution</p> <p>The Provider must be CQC registered and in the relevant service band(s) for working with children.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions. • Pricing: The Provider will have to complete a blank template and the CCG will first approach those Providers who are best value for money.
21	Progressive Degenerative Diseases CCG	<p>Progressive Degenerative Diseases CCG</p> <p><i>(To be accessed by CCG only)</i></p> <p>The service will be provided for both adults and children who are currently Continuing Health Care eligible and shall be in accordance with the Agreed Healthcare Outcome Plan.</p> <p>The Provider shall offer care at the Individual’s home and will be required to increase provision as the needs of the Individual increases due to the progressive nature of the disease and have the necessary qualified staff to provide the service at the different stages (e.g., commencement with Health Care Assistant support moving</p>

		<p>over time to RGN support). Such diseases are Motor Neurone Disease, Parkinson’s disease, Huntingdon’s disease. This list is not exhaustive.</p> <p>Initially the Individual will require a low level of need, but this can quickly escalate, and the Provider must be able to adapt and provide for the varying level of needs by an appropriately qualified health professional.</p> <p>The individual will require visits of agreed duration at various times of the day including Waking or Sleeping Night care or, in some cases, care is provided over a full 24-hour period.7 days a week.</p> <p>The Provider shall support the individual to make informed choices about their care as per the NHS constitution</p> <p>The Provider must be CQC registered</p> <p>Further Competition (to be carried out by CCG):</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
22	<p>Support for Carers</p> <p>DC only</p>	<p>Support for Carers</p> <p><i>(To be accessed by DC only)</i></p> <p>The Provider shall deliver strength-based and holistic support services for Carers regardless of age and where they are on their Carers journey. This shall involve the Provider:</p> <ul style="list-style-type: none"> • understanding the range of support offers available to carers, • developing strong referral networks, • understanding the pressures carers face, • understanding safeguarding approaches, • understanding flags indicating carer wellbeing, • preventing carer breakdown, and • intervening in a timely way. <p>The Provider shall be required to be able to deliver community based floating support.</p>
23	<p>Direct Payment and Individual Service Fund Support</p>	<p>Direct Payment and Individual Fund Support - services including CCG PHBs</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>The Provider shall deliver an impartial, non-judgemental, and non-discriminatory service. These services shall include a range of provision to support Individuals (including Children) and Adult_Social Care/Personalised Health Care_operational staff. Enabling easier take up of Direct Payments/Personalised Health Budget’s or Individual Service Funds supporting Individuals to exercise choice and control over their care and support.</p>

		<p>Services may include but are not limited to:</p> <ul style="list-style-type: none"> • Advice Guidance and Support. • Expert financial support which may include a Holding Account, Payroll Prepaid Cards • Expert HMRC and employment knowledge and advice to support people to employ directly or recruit self-employed Personal Assistants • The operation of a PA register • A DP Brokerage function to support people to find the right PA • Support with Disclosure and Barring Services (DBS checks) • End of Life account and payment of invoices facilities • Advice Guidance and Support, financial support e.g., Holding Account, Payroll, Prepaid Cards, HMRC. Excellent employment knowledge to support Direct Payment or Personal Health Care Budgets employ directly or recruit self-employed Personal Assistants, supporting ASC staff with DP/ISF queries and guidance • Operate a PA register and Brokerage support • Brokering support • Holding account facilities • Disclosure and Barring Services (DBS checks) • End of Life account and payment of invoices facilities <p>May include Children in this Lot.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
24	Advocacy Support	<p>Advocacy Support Services</p> <p><i>(To be accessed by both DC & CCG)</i></p> <p>The Provider shall deliver Advocacy Support Services to help Individuals in the community to gain access to representation and support when they are vulnerable or in need of help.</p> <p>Services to cover a range of support options for different vulnerable groups, some of which are a statutory requirement. Services fall into generic and care act advocacy, mental health advocacy and Individual Mental Capacity Advocacy/ Deprivation of Liberty support.</p> <p>Independent Mental Capacity Advocate (IMCA) advocacy shall provide independent advocates who will represent and support vulnerable people as defined under the Mental Capacity Act who lack capacity and who are facing important decisions about serious life changing conditions.</p> <p>The Liberty Protection Safeguards will provide protection for people aged 16 and above who are or who need to be deprived of their liberty in order to enable their care or treatment and who lack the mental capacity to consent to their arrangements. The</p>

		<p>Liberty Protection Safeguards will introduce new mechanisms which will be included within this lot and will represent the new guidance.</p> <p>Provider Advocates are required to have appropriate professional training in advocacy skills, IMCA advocacy, communication skills and advocacy experience prior to undertaking IMCA advocacy work.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> The Provider will be required to sign the NHS Terms and Conditions.
25	Community Prevention	<p>Community Prevention and Support including Day Opportunities</p> <p><i>(To be accessed by DC only)</i></p> <p>This Lot provides for innovative short- and long-term responses to provide support within the community in order to improve and maintain independence and delay the development of the need for more formal care.</p> <p>This includes the provision of holistic and strength-based interventions that go beyond the presenting need of Individuals or families to understand underlying causes. This includes but is not limited to developing resilience and self-advocacy skills.</p> <p>Examples of services include:</p> <ul style="list-style-type: none"> Public facing Community front door Community Connector services VCSE infrastructure support Information, advice, and guidance, Signposting Volunteer support Micro and SME development Wellbeing services <p>This Lot also includes provision of day opportunities that enable Individuals to maximise their independence and avoid creating dependency.</p>
26	Individual Service Funds	<p>Individual Service Funds – Providers / Brokers (ISFs)</p> <p><i>(To be accessed by both DC and CCG)</i></p> <p>An Individual Service Fund (ISF) is one way of managing a personal budget, where someone who needs care and support (and/or their family, advocate, or carer) chooses an organisation to manage the budget on their behalf and works with them to plan care and support services and activities that will help them to achieve their identified outcomes.</p> <p>As part of the personalisation agenda, Dorset Council is supporting, at the direction of the Individual to make an ISF payment to appropriate Providers/Brokers who agree to</p>

		<p>provide a creative service to meet the outcomes of the individual as set out in their Support Plan.</p> <p>Providers will be required to take a strength based and personalised approach to work collaboratively with the Individual they are supporting, and their circle of support where relevant, demonstrating transparent financial reporting.</p> <p>Provider to note that to be on the ISF Register will require further accreditation with Dorset Council. The Provider must give the Individual clear choice to commission Care and Support from other organisations. While Care and/or other support services may be offered to the Individual by the ISF Provider, the ISF Provider cannot insist that the entire plan is delivered by themselves. The Council recommend that a maximum of 80% of the ISF is provided directly by the ISF Provider, the remaining 20% is sourced from other suitable provision. Depending on how much of the plan they are asked to deliver, the ISF Provider may want to apply an administration charge for running the ISF. If the ISF Provider intends to charge an administration fee for providing the ISF Service this needs to be reasonable, transparent, and will be made clear to the Individual before signing ISF Agreements so they can make an informed choice about who provides their service.</p> <p>For any Further Competitions carried out by the CCG:</p> <ul style="list-style-type: none"> • The Provider will be required to sign the NHS Terms and Conditions.
27	<p>Children’s Care and Support</p>	<p>Children’s Care and Support at Home and Community Support</p> <p><i>(To be accessed by DC only)</i></p> <p>The aim of the service is to provide care and support at home for children and young people who are disabled, and opportunities for inclusion of children and young people with disabilities in their local community.</p> <p>The Care and Support at Home and Community Support service shall be delivered by the Provider with trained care and support workers who can enable children and young people to experience a Short Break from their family, enjoy and experience activities which might otherwise be difficult for them to enjoy and promote independent living skills.</p> <p><u>Care and Support at Home</u> Care and Support at Home includes services to support children and young people with disabilities as individuals in their own home and to minimize the barriers they face.</p> <p><u>Community Support</u> Community Support involves the inclusion of children and young people with disabilities into mainstream and universal activities, and targeted short break activities, of their choice and within their local communities.</p> <p>It is envisaged that Providers will already have a work base in or within 10 miles of Dorset. Providers that are successful in entering the Framework and appointed onto this Lot, are required to identify a work base in or within 10 miles of Dorset within 6 months.</p>

Call-Off Award Procedure

If a Commissioning Partner decides to purchase Services through the Framework Agreement, then it may award the Services following further competition. The evaluation criteria and lot-specific Service Specification will be provided at the further competition stage.

The terms laid down in the Framework Agreement may be supplemented at the further competition stage if they are not sufficiently precise for the purposes of the Call-Off Contract.

Further competition will be held with those Providers on the Framework Agreement that are on the Lot under which the Call-Off Contract is awarded.

Further competition will be undertaken in accordance with the process and criteria set out at the point of further competition. The basic terms and conditions of the Framework Agreement cannot be re-negotiated and the Service Specification cannot be substantively changed.

Following further competition, the Commissioning Partner may place an Order with the Provider in a form agreed with the Provider.

The Order constitutes an offer by the Commissioning Partner to purchase the Services under a Call-Off Contract subject to terms and conditions of the Framework Agreement and any additional terms set at further competition.

Framework Agreement Clause 3, Call-Off Award Procedure refers.

The Commissioning Partners reserve the right to purchase services by direct award on the terms laid down in the Framework Agreement and any supplemental terms. Direct award will be limited to circumstances that are unforeseen or urgent and award will be based on Service User need.

Government Funding

Where relevant, Providers under the Framework will be required to co-operate and engage with the Commissioning Partners to meet government funding conditions to ensure the Commissioning Partners can prepare their markets for reform, particularly the impact of section 18(3) of the Care Act 2014, and to implement measures to secure the long term sustainability of the market, as appropriate to local circumstances.

Framework Agreement Clause 4, Provider's Obligations refers.

Notes for Completion

1. Glossary

- 1.1. **'Application'** means the process for applying to enter and be appointed onto the Framework. It comprises of the minimum selection criteria, general service specification and framework terms and conditions;
- 1.2. **'Call-Off Contract'** means the securing of a contract off the Framework via an Invitation to Tender. This is a legally binding contract for the provision of services comprising an order and incorporating the terms of the Framework Agreement together with any supplemental terms specified by the Commissioning Partners relating to the services which may be provided prior to undertaking further competition for those services.
- 1.3. **'Council'** means Dorset Council;
- 1.4. **'Commissioning Partners'** or **'Commissioning Partner'** as appropriate, means Dorset Council and NHS Dorset Clinical Commissioning Group;
- 1.5. **'Open Framework'** is an approach for Services that are deemed to be health, social, education and other related services (Schedule 3 Social and "social and other specific services") for the purposes of the Public Contracts Regulations 2015 (SI 2015/102) ("the Regulations). Where the value of the Services exceeds the threshold of the 'light touch' procurement regime set out in Chapter 3 Section 7 of the Regulations, the Regulations will apply for the purpose of procuring the Services however the Council is not obliged to comply with the full requirements of the Regulations.

The Framework is a completely electronic process for the selection of providers that comply with minimum selection requirements. It will remain open, 'Open Framework', throughout its duration for the admission of any Tenderer who meets the Selection Criteria. Tenderers admitted to the Framework will be invited to submit Tenders [Invitation to Tender], as part of further competition, for specific call-off contracts for Services when these requirements are identified by the Commissioning Partners;
- 1.6. **'E-tender system'** means the electronic tender system named Pro-Contract. It is provided by Proactis and is hosted via <http://www.supplyingthesouthwest.org.uk>;
- 1.7. **'Framework Agreement'** sets out the terms and conditions for the provision of the Services which may be called off by the Commissioning Partners under a Call-Off Contract awarded during or after the Term of the Framework Agreement. Additional terms relevant to the particular lot may be specified by the Commissioning Partners as part of the Call-Off Contract prior to undertaking further competition for those Services under the Framework Agreement;
- 1.8. **'Invitation to Tender'** means the Tender process and all its components, inviting tenders for specific contracts following admittance into the Framework;
- 1.9. **'Overarching Specification'** means the service specification that indicates the nature of the Goods, Services or Works intended to be purchased under the Framework as provided in the General Specification and forms part of the Framework Terms and Conditions;

- 1.10. **'Rounds – Open Framework'** means where the Framework momentarily closes to bring in new applications but the e-tender system, by utilising the Dynamic Purchasing System functionality, immediately automatically opens again, therefore being continually open for applications. Round 1 being the initial establishment of the Framework and further Rounds are system generated as new applications seek to enter;
- 1.11. **'Selection Criteria'** means the minimum or essential criteria to be met by Tenderers in order to enter and to be appointed onto the Framework and forms part of their Application. The selection criteria questions are within the e-tender system for Tenderers to respond to.

2. E-Tender System

- 2.1. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.
- 2.2. Supplier Guidance documents are also available to view and download.

3. To View this Opportunity

- 3.1. To view the Tender (ITT) Information in detail click on the opportunity title within 'My activities' section. Click start, you can now view all the documents relevant to that opportunity.

4. Register Intent

- 4.1. Tenderers are able to click on "Register Intent" which will inform the Council of your intention to respond to this opportunity.
- 4.2. If a Tenderer does not wish to or is unable to submit an Application and not interested in proceeding, then they are required to click on 'No longer wish to respond' to decline the opportunity.

5. Response Wizard

- 5.1. After registering intent, Tenderers may then proceed to respond to the on-line questions.
- 5.2. To start the response Tenderers are required to click 'Start My Response'.

6. Selection of Lots

- 6.1. This Framework is in respect of several Lots refer to page 28 Guidance in Respect of Lots.
- 6.2. Tenderers may apply for admission onto the Framework for one or more Lots.
- 6.3. Tenderers must ensure that the correct selection of lots has been made before they submit their response.

7. Confidentiality

- 7.1. This Application process, including all documentation, must be treated as private and confidential. Tenderers must not release the details of the Framework and/or Application other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or partner organisations for joint applications or consortia partners.
- 7.2. The Application and/or the Framework shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Dorset Council, or their representatives.

8. Application Process

- 8.1. If the Council issues an amendment to the original Application process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Tenderers.

- 8.2. Tenderers must obtain for themselves all information necessary for the preparation of their Application response and all costs, expenses and liabilities incurred by the Tenderers in connection with the preparation and submission of the Application shall be borne by the Tenderer, whether or not their application to enter the Framework is successful.
- 8.3. Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Application.
- 8.4. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.
- 8.5. Responses to each application question should be written concisely and Tenderers must clearly answer the question posed in English.

9. Communication

- 9.1. All contact during this procurement must be submitted in writing through the e-tender system.
- 9.2. Tenderers must seek to clarify any points of doubt or difficulty via the e-tender system. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.
 - 9.2.1. Where the Council considers any question or request for clarification to be of material significance it will communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potential commercially sensitive information.

10. Other Documents or Supporting Evidence

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

11. Whistleblowing Policy and Procedure

- 11.1. This policy describes the Council's commitment to supporting and protecting whistle blowers. It not only applies to council employees but also applies to suppliers.
- 11.2. For details of the policy:
<https://moderngov.dorsetcouncil.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13280>

Application Process

1. Application to enter and to be appointed onto the Framework

1.1. Tenderers may apply to enter the Framework by submitting an Application which comprises of:

- Selection Criteria questions regarding minimum entrance criteria (Technical and Professional Ability Questionnaire within the e-tender system and Lot specific questions)
- Framework Agreement Terms and Conditions

2. Applying to Enter and to be Appointed at Initial Creation of the Framework - *This is where the Framework is being established for the first time as part of a fully compliant tender process in accordance with the Public Contract Regulations 2015.*

- 2.1. Tenderers are required to submit their Application within the e-tender system by **2.00pm [14:00hrs] on 20th April 2022**
- 2.2. Tenderers must complete questions and upload documentation to the e-tender system, where requested to do so.
- 2.3. **It is the Tenderer's responsibility to ensure that the Application is submitted within the e-tender system by the closing date and time.**
- 2.4. Failure to answer and complete in full the Application within the e-tender system will result in the Council rejecting the Application as a failed submission.

3. Applying to enter and to be appointed onto the Established Framework - *This is where the Open Framework has already been established but Organisations wish to apply to enter for the first time, or to re-apply, or to improve existing Application.*

- 3.1. Tenderers are required to submit their Application within the e-tender system at any time during the term of the Open Framework.
- 3.2. Tenderers may submit their Application within the e-tender system at any time in the duration of the Open Framework;
- 3.3. Tenderers to complete questions and upload documentation to the e-tender system, where requested to do so.
- 3.4. **It is the Tenderer's responsibility to ensure that their Application is submitted within the e-tender system by the closing date and time.**
- 3.5. **Failure** to answer and complete the Application in full within the e-tender system will result in the Council rejecting the Application as a failed submission

Selection

1 Evaluation

1.1 Evaluation of Applications will be undertaken by officers of the Council who will follow a systematic and comprehensive process using the selection criteria.

2 Selection Process

2.1 The Council expects to make a decision on selection to enter the Framework within 10 working days of the closing date for the submission of Applications.

2.2 The decision will be based on the selection criteria as outlined under Selection

2.3 Tenderers selected by the Council to enter into the Framework shall be notified in writing.

2.4 Tenderers who have not been successful in entering into the Framework shall also be notified in writing.

2.5 Admission on to the Framework shall not:

2.5.1 be a guarantee for any award of Contract for Goods or Services. There is no obligation on the Commissioning Partners to purchase any Goods or Services or Works via the Framework;

2.5.2 provide any guarantee of business;

2.5.3 constitute a Contract nor the authorisation to supply Goods or Services to the Commissioning Partners nor carry out any Work on behalf of the Commissioning Partners.

2.6 Tenderers should note that the Council reserves the right to terminate this procedure without any Invitation to Tender. They should also note that, should they be successful in being selected to enter into the Framework, the Council reserves the right to terminate the selection, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the application process. The Council shall not be responsible for the Tenderer's costs in any circumstances where the Council terminates this procedure.

3 Selection Criteria

3.1 Tenderer's completion of the On-Line Questions will give the selection outcome. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, or specific technical abilities in relation to the goods and services to be tendered for and are considered essential criteria to enter the Framework.

3.2 Table: Selection Criteria

SELECTION CRITERIA	
All Lots	Standard Selection Questionnaire (SQ) Essential Criteria
All Lots	General Questionnaire – All Lots – Essential Criteria
Lot 1 Only	Lot Specific - Essential Criteria
Lot 2 Only	Lot Specific - Essential Criteria
Lot 3 Only	Lot Specific - Essential Criteria
Lot 4 Only	Lot Specific - Essential Criteria
Lot 5 Only	Lot Specific - Essential Criteria

4 Procurement Timetable: Establishment of the Framework

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

Table: Establishment of the Framework

Date or Target Date	Activity
20 th April 2022	30 days - Closing date of the initial establishment of the framework [Round 1] – Return Date [Opening of next Rounds]
21 st April 2022 – 19 th May 2022	Evaluation period (maximum 4 weeks)
19 th May 2022	Evaluation Concluded of the initial establishment of the framework
20 th – 26 th May 2022	Successful and Unsuccessful Applicants – Notified

Guidance in Respect of Lots

1 Evaluation of Lots

1.1 This procurement procedure is for the following Lots; therefore, Applications will be evaluated per Lot.

Lot	Title	Lot Full Title
1	Care and Support at Home	Care and Support at Home
2	Live in Care	Live in Care
3	Roaming Nights	Roaming Nights
4	Crisis Response	Crisis Response - To support hospital discharge and admission avoidance
5	Extra Care	Extra Care
6	Care Home Services (A)	Care Home Services (A) - Short term services, all adults including older people - planned and emergency respite care; bed-based intermediate care
7	Care Home Services (B)	Care Home Services (B) - Long term placements, all age adults aged over 65.
8	Care Home Services (C)	Care Home Services (C) - Long term placements, adults aged under 65 with physical disabilities and / or sensory impairment(s)
9	Support at Home (A)	Support at Home (A) - Learning Disability, Physical Disability, and Autism
10	Support at Home (B)	Support at Home (B) – Mental Health and Autism
11	Support at Home (C)	Support at Home (C) – Bespoke and Specialist
12	Forensic	Forensic
13	Residential (A)	Residential (A) – Learning Development and Autism
14	Residential (B)	Residential (B) – Mental Health and Autism
15	Adults Respite	Adults Respite (Adults with a Learning Disability, Mental Health or Autism)
16	Steps to Independence	Steps to Independence (Transitions – All Ages)
17	Living Well (A)	Living Well (A) – Community Safety
18	Living Well (B)	Living Well (B) – Accommodation Housing Management
19	Living Well (C)	Living Well (C) – Housing Related Support Services

20	Complex Care – Domiciliary CCG	Complex Care – Domiciliary CCG
21	Progressive Degenerative Diseases CCG	Progressive Degenerative Diseases CCG
22	Support for Carers	Support for Carers
23	Direct Payment and Individual Service Fund Support	Direct Payment and Individual Fund Support - services including CCG PHBs
24	Advocacy Support	Advocacy Support Services
25	Community Prevention	Community Prevention and Support including Day Opportunities
26	Individual Service Funds	Individual Service Funds – Providers / Brokers (ISFs)
27	Children’s Care and Support	Children’s Care and Support at Home and Community Support

1.2 Several evaluation templates may make up each Lot which is necessary to avoid Tenderers, where possible, having to answer the same questions potentially several times. This is not always avoidable and dependant on whether the question and potential response is generic enough to apply to all Lots.

2 Selection of Lot Templates

2.1 Tenderers are required to opt-in to all templates of the Lot or Lots that are of interest to them.

For example:

There may be more than one template referring to Lot 1 therefore the Tenderer if interested in Lot 1, is required to opt-in to each of these templates in order to access the on-line questions applicable to that particular Lot and all such templates that form the Indicative Tender for Lot 1.

If not interested in Lot 1 then opt-out would be the correct selection; by opting-out the Tenderer is not submitting an Application for that Lot and is removing themselves from Lot 1.

2.2 Refer to the Lot Templates Table document to understand which evaluation templates are within the application process and which hold the on-line questions that must be answered per Lot:

2.3 Tenderers are strongly advised to refer to the Lot Templates Table to ensure that they opt-in to all the templates relevant to the Lot(s) they are interest in and do not opt-out of any in error. An opt-out action equates to self-removal of the Tender from that Lot.

2.4 The correct selection is the responsibility of the Tenderer and the Council is unable to rectify any opt-outs made in error.

2.5 Tenderers may re-apply to enter the Open Framework for other lots in the next rounds, if they so wish to do so, and/or improve their original application.

Invitation to Tender for Call-Off Contracts

1 Invitation to Tender

1.1 If the Commissioning Partners decides to conduct a tender competition through the Framework in respect of individual call-off contracts, only those Tenderers who have successfully entered the Framework (and the Lot if Lots are applied) shall receive an Invitation to Tender. The basis of the Framework Terms and Conditions, selection criteria, and any overarching general service specification shall not be substantially changed.

1.2 The Commissioning Partners reserves the right to conduct an Invitation to Tender based on the most advantageous tender as declared in the individual Invitation to Tender. This may, but not limited to, be an evaluation based on either Price Only, Quality Only or both Price and Quality as detailed below:

Price Only

- The Commissioning Partners will conduct an Invitation to Tender based on evaluation of 100% price where is seeking the best price from Tenderers to meet the particular circumstances of the individual requirement and no element of quality is to be evaluated.

Quality and Social Value Only

- The Commissioning Partners will conduct an Invitation to Tender based on 100% of quality and social value from Tenderers which meet the particular circumstances of the individual requirement. For example, such as where the commissioning is fixed core funding, and the Council wishes for no element of price to be evaluated for that individual requirement.

Both Price and Quality and Social Value

- The Commissioning Partners will conduct an Invitation to Tender based on an evaluation of price, quality and social value from Tenderers where the award criteria of price / quality / social value split will be weighted to meet the particular circumstances of the individual requirement. This may include where commissioning is fixed core funding, but an element of price is to be evaluated, e.g. financial modelling to evidence and demonstrate management of funding.

1.3 When conducting an Invitation to Tender for call-off contracts from the Open Framework, Tenderers will be provided with a service specification, any service specification related terms and conditions specific to the call-off requirements which shall be in addition to the already agreed Framework Agreement Terms and Conditions, and award criteria. Such Invitation to Tenders shall be commensurate to the size and complexity of the individual requirement.

1.4 Demonstrations, interviews, presentations and/or site visits may be required as part of an Invitation to Tender for call-off contracts.

2 Invitation to Tender Response Time

2.1 The response time for submission of tenders for call-off contracts may vary to meet the particular circumstances of the individual requirement and shall be declared within the Invitation to Tender.

Framework Agreement Terms and Conditions

1. Terms and Conditions

- 1.1. The terms and conditions as set out in the Framework Agreement and Appendices and Schedules form part of the Tenderer's Application to enter the Framework and as such:
 - 1.1.1. These terms may not be qualified or amended with the submission of an Application for selection to the Framework.
 - 1.1.2. Where a Tenderer receives an Invitation to Tender for a specific contract following entrance into the Framework, these terms and conditions will wholly be incorporated into the said contract, unless otherwise amended by the Council in the Invitation to Tender.
 - 1.1.3. Further terms and conditions may be incorporated within a specific contract by the Council details of which will be included within the Invitation to Tender relating to the Contract.
- 1.2. By submitting an Application to enter the Framework Tenderers are agreeing to the Framework Agreement Terms and Conditions which shall thereby constituted and become binding on both parties under any pursuant Contract.

2. Framework Agreement Documentation

- 2.1. It is not a requirement of the Framework for parties to sign paper-based contract documentation as it is a requirement for all elements of the process to be fully electronic held within the system. The Council however reserves the right to seek a hard copy signature between both parties for any specific contract and should this be a requirement, details will be included in the Invitation to Tender.

3. Tender Declaration

- 3.1. Tenderers upon applying to enter the Framework are required to select the "Declaration to the Chief Executive of Dorset Council". It is mandatory and not possible not to select. Any Tenderer not selecting this declaration will not be able to move forward in the system to submit an application therefore only Tenderers agreeing this declaration will be able to apply. This is to keep all aspects of the Framework and consequent further competitions fully electronic within the e-tender system.

Declaration to the Chief Executive of Dorset Council

I declare that to the best of my knowledge the answers submitted in response to the application questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to enter the Dorset Care, Support, Housing & Community Safety Framework Agreement ('the Framework'). I understand that the Council may reject the application if there is any failure to answer all relevant questions fully or if false / misleading information is provided. I understand that the Framework Agreement terms and conditions provided will apply to the Framework and all Call-Off Contracts (as defined in the Framework) awarded under it. I also declare that there is no conflict of interest in relation to the Council's requirement. I acknowledge that in submitting this Application I am submitting an electronic signature on behalf of my organisation, which I am duly authorised to do, and further that I have read, understood, and agree the terms and conditions of the Framework Agreement, which I accept cannot be qualified or amended, and in doing so I understand that no paper documentation will be released for signature outside of this e-tender system.

Illustrated Guide to the Stages of the Procurement Process

1. Illustrated Guide

1.1. The following is an illustrated guide to the stages of the procurement process from point of establishing the Framework to Call-Off Contract (*for the purpose of this illustration the Framework is being referred to as “DCF2”*):

- Figure 1 – Procurement Process
- Figure 2 – Stages of an Open Framework
- Figure 3 – Further Competitions

Figure 1

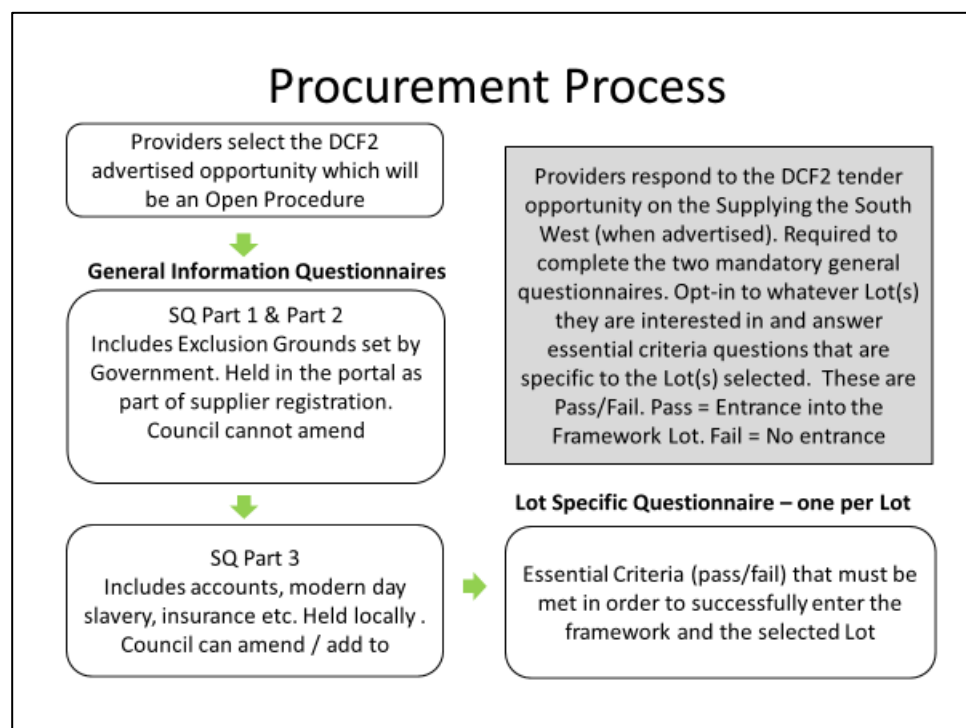


Figure 2

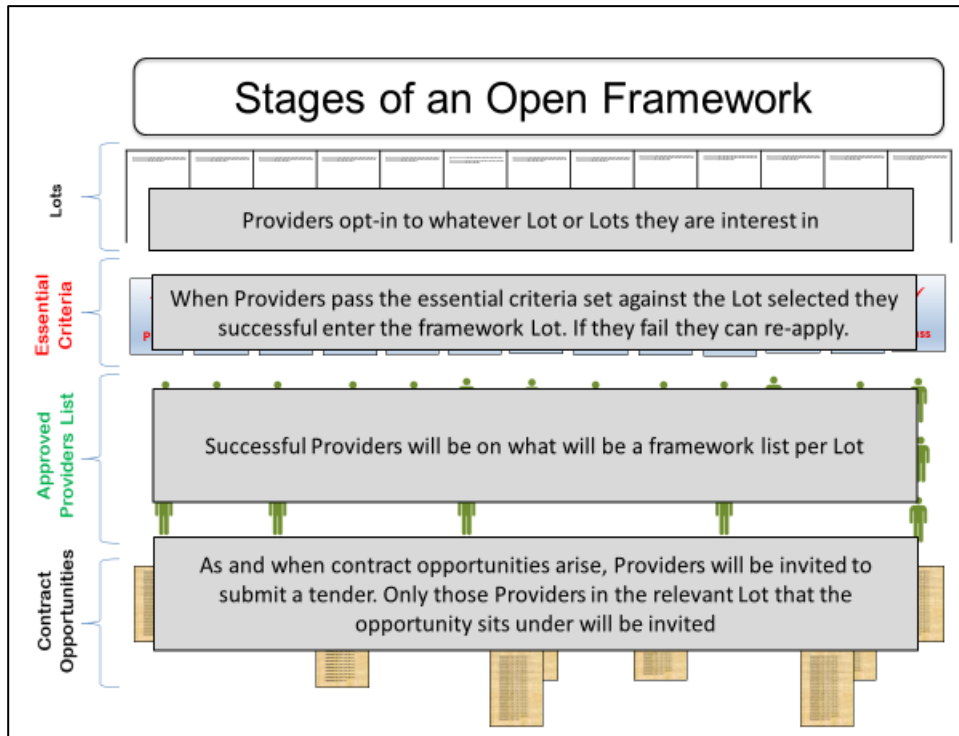
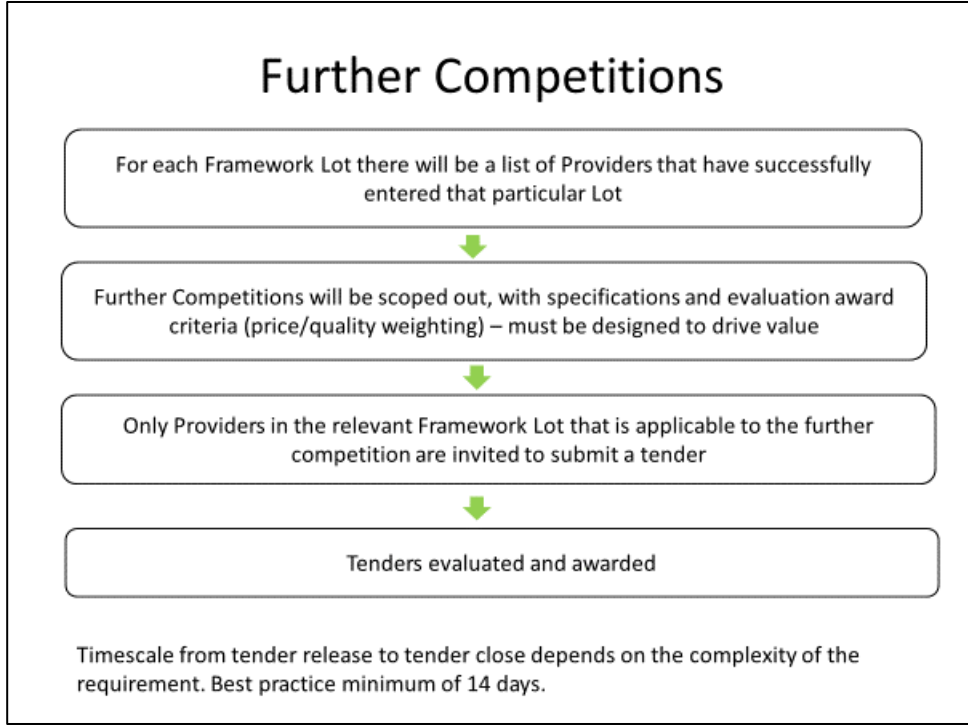


Figure 3



Documentation

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

LOCATION OF DOCUMENT	DOCUMENT TITLE	COMPLETE AND UPLOAD
Advert / EOI	Procurement Document – Open Framework	x
Advert / EOI	Lot Template Table	x
Advert / EOI	Framework Agreement Dorset Care, Support, Housing & Community Safety	x
Advert / EOI	Schedule A – Overarching Framework Agreement Specification	x
Advert / EOI	Appendix 1 – Service Specification for Lot/s appointed to (to be provided at point of call-off)	x
Advert / EOI	Appendix 2 – Pan Dorset Multi Agency Safeguarding Policy and Procedures	x
Advert / EOI	Appendix 3 – Individual Service Funds – Easy Read	x
Advert / EOI	Appendix 4 – Dorset Council DBS – Risk Assessment	x
Advert / EOI	Appendix 5 – Code of Conduct Contractors working in settings for children and vulnerable people	x
Advert / EOI	Appendix 6 – Dorset Council Disclosure and Barring Service (DBS) Record Check Summary	x
Advert / EOI	Appendix 7 – Part 1 – Dorset Council Criminal Records Declaration Form	x
Advert / EOI	Appendix 7 – Part 2 – Risk Assessment, Disclosure of Criminal Record Form	x
Advert / EOI	Appendix 8 – NHS Dorset Dignity and Respect Framework	x
Advert / EOI	Appendix 9 – Data Processing Schedule	x
Advert / EOI	Appendix 10 – Glossary of terms	x
Advert / EOI	Appendix 11 – Care and Support at Home Quality Monitoring Standards	x
Advert / EOI	Appendix 12 – Care and Support in a Care Home (with and without Nursing) Quality Monitoring Standards	x
Advert / EOI	Appendix 13 – Performance Monitoring	x
Advert / EOI	Appendix 14 – Manual handling – Policy and Procedure	x
Advert / EOI	Appendix 15 – Pan Dorset Guidance on the Provision of Equipment to Care Homes and Care Homes with Nursing – Revised 2019	x
Advert / EOI	Market Engagement Information	x

Advert / EOI	CCG documents for information for further competition	x
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Disclaimer

This information in this document does not purport to be comprehensive. It has not been independently verified. It is not intended to provide the basis of any investment decision and should not be considered as recommendation by Dorset Council as an invitation to negotiate.

The Council does not accept any qualifications or additions to invitations to tender except those raised and responded to in the clarification stage or where a response to a question is requested. The Council will not accept any amendments or alterations to the terms and conditions raised during or after the tender submission. Any errors in this procurement document shall not invalidate the Tender procedure or release any Tenderer from any obligation under a Contract. Errors or omissions corrected by the Council that affect the contract shall be made by agreement.

The Council reserves the right to change the Tender procedure without prior notice and to terminate discussions and the delivery of information at any time before the signing of any contract.
