



Organisation Making the Tender Submission (Please insert your company name below):

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Herefordshire Council

**THE PROVISION OF PUBLIC HEALTH (0 – 25 years) NURSING SERVICES**

**Completion Document 1 Invitation to Tender  
(ITT)**

Deadline for return of responses:

**Friday 8<sup>th</sup> December 2017  
10:00 am**

## A) Introduction

### 1) Overview to the service tender

Herefordshire Council wishes to procure a seamless 0-25 PH Nursing service that delivers the Healthy Child Programme through a progressive, proactive, innovative and collaborative approach. The new 0-25 Public Health Nursing Service will include all elements of the Healthy Child Programme from community through to universal partnership plus. These elements are currently delivered, in conjunction with partner agencies, through Health Visiting and School Nursing services.

Local Authorities are now responsible for commissioning Public Health Nursing Services for 0-19 year olds and up to 25 where additional needs are identified. This provides us with opportunities to develop these to ensure we are providing a coherent, effective, flexible approach that uses a greater skill mix of staff delivering services in homes, community settings, schools and FE colleges to meet the needs of the children and young people of Herefordshire. The proposed new 0 to 25 public health nursing approach fits strategically within the Children and Young People's Partnership Plan outcomes, Herefordshire's Health and Wellbeing Strategy to reduce health inequalities for children and young people, the Public Health Outcomes Framework, Understanding Herefordshire, Joint Strategic Needs Assessment and the Early Help (EH) offer for children with additional needs, and provides a focus for council service transformation.

The specification for this contract will:

- provide an opportunity to tailor services to what is needed within localities and communities across the county;
- focus on improving accessibility of services taking particular account of the rural nature of the county
- enable continuity through transition points for children and young people,
- deliver improved child health outcomes in Herefordshire through universal services and early help.

This contract will ensure the following service specific outcomes:

- children and young people have an appropriate understanding and develop better self-management skills, including resilience; being ready to learn and ready for school;
- parents and carers have improved knowledge, understanding and behaviours to develop better parenting skills and resilience;
- an improved understanding by professional, voluntary and community sector workers of their respective roles in developing comprehensive support for children and young people;
- safeguarding of children and young people and mandated health reviews are prioritised.

A new, integrated and locality-focussed service will create greater opportunities for delivering a more coherent universal service that covers 0-25 year olds in Herefordshire and ensure that those children, young people and families that need greater support can be identified and provided with continuity of care and support, where and when it is needed.

## 2) Service to be Tendered.

Full Details of the service required with arrangements for submitting a compliant tender, as well as the criteria that the Council will use to award any subsequent contract, are outlined in this tender pack.

Please note the specified closing date and time for this tender (Section 1.5.2) as you must submit your tender before the date and time to be considered.

The contract duration will be 5 years commencing 01<sup>st</sup> April 2018. The council have a maximum budget of £12,500,000 over the contract duration, tenders at or below this value are invited.

The successful tenderer will be expected to enter into a contract with the council and the council's terms and conditions which will form the basis of this contract is attached for your information.

## 3) TUPE

- a. The attention of Candidates is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended 2014 ("TUPE").
- b. It is the opinion of the Council that TUPE will apply to this contract. Consequently, anonymised information about the number and cost of staff currently providing the Service is attached for the benefit of candidates. The information has been provided by the current Service Provider and is not warranted by the Council. Candidates should seek their own legal/HR advice in relation to staffing issues and any implications of TUPE.
- c. Labour data is provided in Information Document 3:
- d. TUPE provides that where there is a transfer of an undertaking (or possible part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees, who then transfer on their previous terms and conditions of service. The Provider will be a potential transferee for the purposes of TUPE. It is therefore the sole responsibility of Candidates to take any legal advice they consider necessary as to whether TUPE will be likely to apply to the proposed contract, and if so, to reflect the financial implications of such a transfer in their tender.
- e. Candidates should take into account the following requirements:
  - (a) The need to consult with recognised trade unions or elected representatives;
  - (b) The need to provide sufficient and accurate information to enable the consultation process to be properly observed;
  - (c) The requirement to observe existing rates of pay, terms and conditions, annual pay increases and all contractual rights in respect of the employment contracts of employees.
  - (d) The transfer to any successful Tenderer from the Council of all liabilities in respect of claims for (but not limited to) the following - claims for redundancy payments, unpaid wages or salary, damages for unfair dismissal, breaches of sex, race and disability discrimination statutes, personal injury claims and all other claims related to previous employees of the Transferor, save for where the TUPE regulations specifically exclude such claims and/or the transfer of them.

These issues are a non-exhaustive list of the primary issues to be considered. The Provider will be expected to abide by further obligations in respect of employment rights, further details will be provided to the successful Provider by the Council.

- f. On the execution of the Contract, the Provider will be required to provide to the Council, an indemnity in respect of the TUPE Regulations.

- g.** The Council is not in a position to warrant that there will be sufficient existing employees in a position to transfer without relying on other resources, nor can the Council warrant that such existing employees will be willing to transfer to the Provider. The Council will therefore evaluate the ability of Tenderers to demonstrate in their Tenders, that they have sufficient staff resources with the relevant qualifications and expertise to carry out the Service, or adequate recruitment and training programmes in place to ensure full staffing for the delivery of the Service, without having to rely on a transfer of employees under TUPE.

Candidates are reminded that the Council will not be responsible for any other costs incurred by Candidates/Tenderers in connection with their compliance with this part of these instructions and therefore should include any TUPE related costs within their Tender.

## **B) Tender Pack**

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##### **SECTION 1.1 Questionnaire**

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Part B: General Information

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#### **SECTION 3: Schedule of Requested Documents**

#### **SECTION 4: Undertakings**

## SECTION 1: Process Guidance and Questionnaire

### One: Process Guidance

- 1.1.1 First, Herefordshire Council (the Council) would like to thank you for your interest in this tendering opportunity. Please read the entire pack of documents issued (the Process Documents) before completing your Tender.
- 1.1.2 The document pack consists of Information Documents which outline the Council's requirements for the services ('the Services'), plus Completion Documents in which Tenderers must complete their Response.

The list of process documents can be found below:

Completion Document 1: Invitation to Tender (ITT). (This Document)

Completion Document 2: Financial Workbook

Completion Document 3: Pricing Schedule

Information Document 1: Specification

Information Document 2: Contract Terms and Conditions

Information Document 3: TUPE information

- 1.1.3 The process (the Process) is planned to consist of the following process stages:

Publication of tender documents	7 <sup>th</sup> November 2017
Closing date for submission of clarification questions	30 <sup>th</sup> November 2017
<b>Closing date for submission of tender</b>	<b>8<sup>th</sup> December 2017 (10:00 am)</b>
Completion of tender evaluation	22 <sup>nd</sup> December 2017
Preferred bidder announced	28 <sup>th</sup> December 2017
10 day Standstill Ends	8 <sup>th</sup> January 2018
Award of contract	9 <sup>th</sup> January 2018
Mobilisation phase	Approx. 11 weeks
Contract start date	01 <sup>st</sup> April 2018

- 1.1.4 The Contract will be awarded to a single Tenderer on the basis of identifying the Most Economically Advantageous Tender (MEAT).

Tenders will be evaluated in two stages Stage 1 will consist of assessment of the tenderers responses to Part A and Part B and will be assessed on a Compliant (pass) or Non-compliant (Fail) basis as per the information given in those relevant Parts. Tenderers who are compliant at stage 1 will move forward to stage 2.

Stage 2 will consist of a scored evaluation of Part C and Part D responses from those tenderers who remain compliant after Stage 1. Information relating to the evaluation and scoring approaches are detailed in the relevant Part's (C&D).

The Contract will be awarded to a single Tenderer on the basis of identifying the Most Economically Advantageous Tender (MEAT). This will be achieved by allocating a scoring split of 65% Quality (Part C) and 35% Price (Part D).

- 1.1.5 The scores awarded for Quality and Price will be added to produce the overall score for the Tender. The overall score will be used to rank Tenderers in order of highest to lowest score. Ranking will be used to indicate relative performance to Tenderers. The MEAT will be identified in preference of highest to lowest ranking (1/1st being highest). The Contract will be awarded to the highest ranked Tenderer.

## **Two: General Guidance**

- 1.2.1 Please indicate your compliance with any question that requires a 'Yes/No/Not Applicable' response by placing an 'X' in the appropriate box. If a question is not applicable, then this must be clearly stated: do not omit the question. The failure to answer a question may disadvantage or invalidate your Tender.
- 1.2.2 Please ensure that your Tender is well-presented and in an easy-to-read format. Tenders should be completed in English and in size 11 Arial font.
- 1.2.3 **Responses are limited to the maximum word count specified in each question any text submitted over the stated limit will NOT be included in the evaluation.**
- 1.2.4 **Tenderers must be explicit and comprehensive in their Response as this will be the single source of information on which Contract Award will be based.** Tenderers must not therefore make any assumptions about their past or current provider or sub-contractor relationships with the Council and should be clear that any such prior business relationships will NOT be taken into account in the qualification / award procedure. Tenderers should make sure that all information that they wish the Council to take into account is explicitly stated; as the Council will not be able to take account of any other information, even if already known by the Council.
- 1.2.5 For the avoidance of doubt, please note that any information given by Tenderers will be subject to verification; if any error, omission or misrepresentation is discovered, the Council reserves the right to disqualify the Tenderer from further participation in the Process, no matter what stage in the Process has been reached.
- 1.2.6 The information set out within the Process Documents does not commit the Council to any specific course of action; to award a Contract pursuant to the Process nor does it constitute an offer to enter into a contractual relationship. The Council does not undertake to accept any Tender, in whole or in part.
- 1.2.7 The Council will not be liable for any costs or expenses incurred by Tenderers during the Process. Expressions of Interest are only sought from Organisations that are agreeable to these arrangements.
- 1.2.8 The Council does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Process Documents and does not accept any responsibility for the information contained therein. If any material errors, omissions or ambiguities are identified with the Process Documents then Tenderers are requested to notify the Council immediately so that any issues can be rectified.

If a Tenderer has any doubts as to the meaning of any guidance; the nature of any information requested; or the objective behind any aspect of the Process Documents then clarification should be requested from the Council, as otherwise the Tenderer will be at risk of their Tender being disadvantaged / disqualified if their Tender has misinterpreted / omitted requirements.

- 1.2.9 In order to ensure fair treatment for all Tenderers, the Council will deem all Tenderers to have been made on the basis that Tenderers have conducted detailed due diligence and obtained all the information necessary to submit complete and accurate Tenders. The Council will therefore not permit prices or related aspects of a Tender to be revised after submission as a consequence of any discrepancies; errors; failure to obtain full information or clarify. Therefore it is essential that Tenderers carry out their own due diligence in respect of the information contained within the Process Documents.
- 1.2.10 For the avoidance of doubt, please note that Tenders should be submitted and in particular priced, on the basis of the Process Documents (including the Contract) as issued by the

Council. Any Tender which is submitted on the basis of amended proposals may be deemed non-compliant and as such, declared invalid.

### **Three: Freedom of Information Legislation (FOIL) Declaration**

- 1.3.1 Tenderers are required to complete the declaration acknowledging the Council's responsibilities under Freedom of Information Legislation ('FOIL') and to agree to assist and co-operate with the Council to enable to compliance with the Council's obligations to disclose information under FOIL. Guidance and the Declaration can be found within This *Document in Section 2: Freedom of Information*.
- 1.3.2 Please be aware that as part of our obligations under the Transparency Agenda and Freedom of Information legislation, the Council is obliged to publish details of all spend over £500. For further information please see the Council web pages at:

[https://www.herefordshire.gov.uk/info/200148/your\\_council/34/our\\_open\\_data\\_principles/5](https://www.herefordshire.gov.uk/info/200148/your_council/34/our_open_data_principles/5)

### **Four: Contact and correspondence during the tender process**

- 1.4.1. **The council will utilise Procontract to notify and correspond with bidders throughout the tender process. Tenderers should monitor this opportunity as listed on Procontract ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)) for any messages, responses and updates to the tender opportunity.**
- 1.4.2. Candidates may request clarification of any aspects of the ITT (Clarification Questions) via the pro contract messaging system. The council will endeavour to respond to these clarification requests in a timely manner. However, there is an obligation on the Council to ensure that the same information is provided in response to all candidates, therefore any clarification question and subsequent answer ('Clarification Answer') which will provide material information to candidates will be circulated to all candidates. All confidential information or information which would enable candidate identification will be removed from the circulated question and answer.
- 1.4.3. No Clarification questions will be responded to after the Closing date for submission of clarification questions as indicated in paragraph 1.1.3.

### **Five: Instructions for Tender Submission**

- 1.5.1 Please complete the electronic copies of the Completion Documents provided, ensuring that all Supporting Documents have been attached. (Following the ITT there is a checklist of additional information. All items/documentation requested should be submitted with your Tender by the deadline for submission.)

**Please note tenderers MUST use the Completion Document Templates for their response and must not alter or personalise the template in any way** beyond the tenderers information content required for their submission response. Templates should be submitted in the same file format as they are issued (**ie Do Not convert them to .pdf or other file formats**).

**Your completed Tender should be submitted via Procontract.**

[www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

- 1.5.2 **Completed responses must be received by:**

**10:00 am on the 8<sup>th</sup> December 2017**

- 1.5.3 **Tenders received after this deadline will be rejected by the Procontract system and will not be eligible for submission via any other method.** Therefore Tenderers are strongly advised to allow sufficient time for the upload of their Response via Procontract. Tenderers should be aware that Responses (even if contained in zipped files) may take a number of hours to upload and that the Council views the allowance of sufficient time to complete document upload (including allowing for any problems that may be encountered with upload speed / connectivity etc.) as within the control of Tenderers.
- 1.5.4 Any questions in relation to the Procontract system and general enquiries regarding the process of the submission of Responses via Procontract should be directed to the supplying the southwest support desk as listed on their site. [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)
- 1.5.5 The Procurement Representative for this Tender Process is:  
**Mark Cage**  
Category Manager,  
Commercial Services  
01432 383729  
  
[mark.cage@herefordshire.gov.uk](mailto:mark.cage@herefordshire.gov.uk)
- 1.5.6 Please note that the Procurement Representative will not enter into any material discussions regarding the subject matter of the ITT. **No approach of any kind in connection with this ITT should be made to any other person within, or associated with the Council. Direct or indirect canvassing of or attempt to procure information concerning the Process from Council members or employees or agents by any Tenderer, will be treated seriously by the Council and may result in the disqualification of the Tenderer from the Process.**
- 1.5.7 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

### **Six: Guidance for Consortium / Subcontracting**

- 1.6.1 Candidates must clearly set out whether they propose to tender for the services as part of a consortium. If the candidate is a consortium:
- All members of the consortium shall be jointly and severally liable in connection with the Contract, including any Individual Package.
  - The council will expect the consortium to appoint one of its members to be the lead member from time to time, for the purposes of day to day communications during this procurement process, and in the course of any contract awarded to it.
  - The lead member must have sufficient authority to bind all consortium members in its dealings with the council in connection with this procurement procedure and in connection with any contract awarded as a result of it. The candidate must provide evidence to the council that the lead member has such authority, if requested by the council from time to time.
- 1.6.2 The council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Candidates should therefore respond on the basis of arrangements as they are currently known. In the event that the consortium formation changes following Tender submission, the lead member must immediately inform the council of such change (in respect of both additional members and departing members). The council will then undertake an assessment of any new member's eligibility, economic and financial standing, plus technical and professional ability and capacity, in terms of whether a

membership change (addition or departure of members or change of services to the be delivered by members) affects the consortium's standing.

- 1.6.3 All members shall be deemed to have consented to a change which has been notified by the lead member. The council reserves the right to refuse to consider or consent to changes in consortium membership
- 1.6.4 Candidates must set out whether they intend to be evaluated together with one or more subcontractors. If so, the council requires information about each proposed subcontractor to the extent relevant to its participation in the services.
- 1.6.5 Where a candidate wishes to rely on the technical and professional ability of a consortium member (member) or subcontractor then this must be clearly stated.
- 1.6.6 If the candidate is a special purpose vehicle, any member or shareholder which provides any part of the services shall be regarded as a subcontractor of the special purpose vehicle for the purposes of this exercise.
- 1.6.7 Each consortium member and each subcontractor which the candidate promises to use will have to satisfy Compliance and Mandatory Information Requirements applicable to their area of service provision. Should some members not satisfy Mandatory Information and / or Compliance Requirements, the council reserves the right not to accept their participation in the consortium.
- 1.6.8 Please note in the case of a consortium, then the consortia members can put forward whomever they like for financial assessment. That may be just one member or all of them at the candidate's discretion. Special Purpose Vehicles will need to put third parties forward for financial assessment - whilst in some cases these may be one of the shareholders/members, the third party would be expected to give the council a guarantee.

In relation to the scoring of weighted questions, it is not necessary for each member to detail their experience; capacity and capability across all individual service areas. However, the consortium as a whole must be able to provide the information requested.

- 1.6.9 In any question regarding past experience of a candidate on a particular issue, a candidate which is a consortium may answer the question in relation to the experience of any one or more candidates (i.e. description of the past experience of all members of the consortium is permitted but not required).
- 1.6.10 Consortia are strongly advised to seek advice from the council as to how to approach the completion of answers and the applicability of word counts in relation to their particular circumstances.**

1.6.12 In summary;

- Each candidate must nominate a lead member to communicate with the council in the course of this procurement exercise and in connection with any contract awarded as a result of it. The candidate must communicate any changes to the lead member from time to time.
- The lead member must be sufficiently authorised to bind each member of the consortium in relation to this procurement exercise any contract awarded as a result of it.
- The members of the consortium are jointly and severally liable in connection with any contract the candidate (as a consortium) enters with the council as a result of this procurement exercise.
- All members to be assessed as a group must pass the Compliance and Mandatory Standards.
- The council reserves the right to seek clarification regarding the relationship between members of a group as part of its assessment.

## Seven. Glossary

The council / council officers	Shall mean Herefordshire Council and Council Officers who are duly appointed officers of the council.
Clarification questions / answers	<p>Questions which may be asked by candidates in respect of the contents of the ITT or by the council in respect of the contents of a Tender.</p> <p>Clarification answers are the answers provided to any clarification questions.</p> <p>Follow-on clarification questions may also be subsequently raised by candidates and the council in respect of any clarification answers provided (and so on).</p>
Compliance Requirement	The council's essential requirements to achieve its objectives and ensure quality of the service. Failure to complete or comply with a Compliance Requirement will disqualify your Tender from the process.
Commissioners / Lead Commissioner	Commissioners inclusively refers to any Contracting Authorities who may use this Contract. Lead Commissioner refers to Herefordshire Council.
Consortium	A group of organisations coming together to form a bidding entity.
Consortium Members (Members)	Member organisation(s) of a consortium.
The Contract	Shall mean the legally binding agreement for the provision of services which are the subject of this process between the council and the provider(s). It includes any individual contract entered under that agreement for individual packages.
Contracting Authorities	The definition contained within Reg. PCR 2015.
EIR	Environmental Information Regulations 2004 and all subordinate legislation.
Evaluation Team	Team of (or single) individuals tasked with evaluating the tender submissions received (or parts of submissions received). Evaluation teams may include, relevant staff, service users, their representatives and/or appointed specialists in any combination depending on the question(s)/section(s) being evaluated.
FOIA	Freedom of Information Act 2000 and all subordinate legislation.
FOIL	Freedom of information legislation, in other words the FOIA and the EIR when referred to collectively.
Invitation to Tender documents (ITT)	Invitation to Tender documents issued as part of the process. The ITT invites the submission of Tenders.
Lead Member	The lead organisation of a consortium that is expected to enter into the contract and co-ordinate responses from consortium members.
Mandatory Information	Information requirements which are mandatory for completion as these are seen as essential information requirements for the council to evaluate candidate's standing and ability to ensure effective delivery of the service as part of the due diligence process. Failure to provide Mandatory Information may disadvantage or invalidate your Tender.
Named Authorities	Any Contracting Authorities named in the Contract Notice for whom the Contract is open for use, although such usage may not occur.
Officer(s)	Any director; company secretary; partner or associate; trustee, or any other person occupying a position with powers of representation, decision or control within the Organisation.

The Organisation	The sole practitioner; partnership; incorporated company; public body; co-operative; charity, or analogous entities operating outside the UK, (as appropriate), responding to this Tender.
PCR	Public Contracts Regulations 2015 and all subordinate legislation.
The Process / Process Documents	The open procurement process by which provider(s) will be selected. Process Documents refers to the documents issued to candidates by the Council in relation to the process.
Procurement / Representative(s)	Shall mean the person(s) for the time being or from time to time duly appointed by the council to act as the Council's Procurement Representative(s) during the Tender process and the contract period.
Provider(s)	Shall mean the candidate(s) whose tender(s) are accepted in whole or in part and, where the context so admits, their personal representatives or successors, as the case may be, and permitted assignees.
Responses	Completed (and received by the council) Market Engagement Questionnaires and Tenders, as appropriate to each process stage.
The Service	The supply of Public Health (0 – 25 years) Nursing Services which are the subject of this ITT.
Service Users	Individuals in receipt of the Service.
Sub-Contractor	Shall mean the organisation to whom any part of the contract has been sub-let in accordance with the contract and its legal representatives; successors, and permitted assignees.
Supporting Documents	Documents such as policies; reports and case studies; and evidence such as illustrations; maps; tables or charts which are submitted by candidates to support their answer(s) within their Tenders.
Tenderers / Candidates	Organisations submitting completed tenders to the council
Tenders	Completed ITT Responses submitted to the council by candidates.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

## **Part A: Organisational, Business & Financial Information**

Questions within this section relate to general information about your Organisation and are mandatory for completion.

Responses A.1 through A.4 will be used for information purposes only. Responses to A5 and A6 may lead to rejection if information subsequently becomes available and/or is not adequately addressed here. A “yes” response to any part of A.7 will lead to mandatory rejection in line with legislation. A “yes” response at any part of A.8 should be fully described and may lead to a rejection depending on the nature of the issue and remedial action undertaken. Question A.9 relates to your organisations financial standing Responses will be assessed on a Pass / Fail basis, in that any unacceptable circumstances may disqualify the Candidate from further consideration.

Provision of this information is part of the administrative processes prior to selection and therefore failure to provide information may prevent the validation of your Tender.

### **Organisational Details**

<b>A.1</b> Full name of organisation (or of organisation acting as lead contact where a consortium bid is being submitted).		
<b>A.2</b> Registered office address		
Company or charity registration number		
VAT registration number		
Name of immediate parent company		
Name of ultimate parent company		
Type of organisation	<ul style="list-style-type: none"> <li>i) a public limited co.</li> <li>ii) a limited company</li> <li>iii) a limited liability partnership</li> <li>iv) other partnership</li> <li>v) third sector</li> <li>v) other (please specify)</li> </ul>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<b>Are you a small, medium or micro enterprise (SME)?</b> <i>An SME, is a business or company that has fewer than 250 employees and has either an annual turnover not exceeding €50 million (approximately £40 million) or an annual balance-sheet total not exceeding €43 million (approximately £34 million).</i>	<input type="checkbox"/> Yes <input type="checkbox"/>	<input type="checkbox"/> No <input type="checkbox"/>
<b>A.3 Contact Details.</b>		
Contact details for enquiries about this application		
Name		
Address		
Post Code		
Country		
Phone		
Mobile		
Email		

A.4 Consortia and Sub-Contracting	a) Your organisation is applying to provide the services required itself	<input type="checkbox"/>	<input type="checkbox"/>
	b) Your organisation is applying in the role of Prime Contractor and intends to use third parties to provide some services	<input type="checkbox"/>	<input type="checkbox"/>
	c) The Potential Provider is consortium	<input type="checkbox"/>	<input type="checkbox"/>
If your answer is Yes to b) or c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.			

### **Conflicts of Interest**

Any applicable circumstances will be taken into account by the council to ensure that fairness; equality; objectivity and transparency is ensured during the evaluation process. If any risks are identified, the council will endeavour to manage and / or mitigate these risks to achieve fairness within the process.

A Conflict of Interest exists were a Key Person / Officer who is involved in the conduct of the procurement has or may perceived to have a personal interest in ensuring that a particular Organisation is successful. Actual or potential conflicts of interest must be declared.

Question A5 addresses some specific potential areas of conflict of interest but these are not exhaustive and as such any further issues should be detailed at A6.

Candidates are strongly advised that if they have any doubts as to what may or may not be a conflict of interest to discuss the circumstances with Herefordshire Council. Failure to declare a potential conflict of interest may invalidate the ITT and any subsequent Contract award.

<b>A5.</b> Please indicate whether any of your Officers (defined as directors, partners or any other person who has powers of representation, decision or control) or those of proposed partners have:	
<b>A5a.</b> Ever been a Member or an employee of Herefordshire Council?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>A5b.</b> A relative who is either a Member or an employee of one of Herefordshire Council at a senior management level?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>A5c.</b> Any involvement as an Officer or have a relative who is an Officer in other Organisations that currently provide services to Herefordshire Council?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>A5d.</b> Any involvement as an Officer or have a relative who is an Officer, in any other Organisations that are responding to this ITT?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you have answered yes to any of A5 (a-d) please give details:		
<b>A6.</b> Are there any issues (in addition to those addressed in A5),current or likely, in relation to your Organisation or proposed partners that may give rise to any conflict of interest?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
If yes please provide details:		
If you have answered yes to A6 please give details here:		

### A.7 Grounds for mandatory rejection

#### Important Notice:

In some circumstances the Authority is required by law to exclude you from participating further in an application. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please confirm that, to the best of your knowledge, the Candidate Organisation is not in breach of the provisions of Regulation 57 (1) to (3) inclusive of the PCR due to a conviction in relation to any of the following offences, by completing the table below:

<b>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Yes/No</b>	
(a) conspiracy within the meaning of section 1 or 1 A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
(c) the common law offence of bribery;	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
(d) Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of People Act 1883;	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
(e) where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

Communities:		
(i) the common law offence of cheating the Revenue;	Yes:	No:
(ii) the common law offence of conspiracy to defraud;	Yes:	No:
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	Yes:	No:
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	Yes:	No:
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	Yes:	No:
(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993;	Yes:	No:
(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	Yes:	No:
(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or	Yes:	No:
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	Yes:	No:
(f) any offence listed: (i) In section 41 of the Counter Terrorism Act 2008. (ii) In Schedule 2 to that Act where the court has determined that there is a terrorist connection.	Yes:	No:
(g) Any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f).	Yes:	No:

(h) Money laundering within the meaning of sections 340 (11) and 415 of the Proceeds of Crime Act 2002;	Yes:	No:
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45,46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	Yes:	No:
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	Yes:	No:
(k) an offence under section 59A of the Sexual Offences Act 2003;	Yes:	No:
(l) an offence under section 71 of the Coroners and Justice Act 2009;	Yes:	No:
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	Yes:	No:
(n) any other offence within the meaning of Article 57 (1) of the Public Contracts Directive (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	Yes:	No:
A member of your organisation's administrative, management or supervisory body, or somebody who holds powers of representation, decision or control within the economic operator has been convicted of any of the aforementioned offences in sections (a) to (n) above.	Yes:	No:
(o) A violation has been conducted in relation to the obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time.	Yes:	No:

## A.8 Grounds for discretionary rejection

**Please note:** In addition to the mandatory grounds for exclusion to a procurement exercise, the Authority is entitled to exercise its discretion to exclude an organisation from participation in a procurement in line with Regulation 57 (8)(a) to(i) inclusive, should any of the following situations apply. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any subsequent remedial action which has been undertaken. The information provided will be taken into account by the Authority in considering whether or not your application can proceed any further.

Please confirm that, to the best of your knowledge, the Candidate Organisation is not in breach of the provisions of Regulation 57 (8)(a) to (i) inclusive of the PCR due to a conviction in relation to any of the following offences, by completing the table below:

<b>Within the past three years, have any of the following situations applied to your organisation:</b>	<b>Yes/No</b>	
(a) The Organisation has violated applicable obligations referred to in regulation 56(2) of the Public Contract Regulations 2015, in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time.	Yes:	No:
(b) The Organisation has been declared bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	Yes:	No:
(c) The Organisation has been found guilty of grave professional misconduct, which renders its integrity questionable	Yes:	No:
(d) The Organisation has entered into agreements with other economic operators aimed at distorting competition	Yes:	No:
(e) The Organisation has a conflict of interest within the meaning of regulation of 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures	Yes:	No:
(f) The Organisation has previously been involved in the preparation of procurement procedure, as referred to in regulation 41 of the Public Contracts Regulations 2015, that cannot be remedied by other, less intrusive, measures;	Yes:	No:
(g) The Organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.	Yes:	No:

<p>(h) The Organisation has :</p> <p>I. Been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusions or the fulfilment of the selection criteria in relation to a previous public sector procurement opportunity; or</p> <p>II. Has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p>	<table border="1"> <tr> <td data-bbox="1169 87 1316 176">Yes:</td> <td data-bbox="1316 87 1458 176">No:</td> </tr> <tr> <td data-bbox="1169 176 1316 365"></td> <td data-bbox="1316 176 1458 365"></td> </tr> </table>	Yes:	No:		
Yes:	No:				
<p>(i) The Organisation has undertaken to:</p> <p>I. Unduly influence the decision-making process of the contracting authority, or</p> <p>II. Obtain confidential information that may confer upon it undue advantages in the procurement procedure; or</p> <p>III. Negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<table border="1"> <tr> <td data-bbox="1169 365 1316 454">Yes:</td> <td data-bbox="1316 365 1458 454">No:</td> </tr> <tr> <td data-bbox="1169 454 1316 674"></td> <td data-bbox="1316 454 1458 674"></td> </tr> </table>	Yes:	No:		
Yes:	No:				

### A9. Financial Information

Questions within this section relate to financial information about your Organisation and are mandatory for completion: failure to provide information may invalidate your ITT.

Responses to these questions will be evaluated to ensure that your organisation is in a sound financial state to participate in this procurement and to ensure the effective delivery of the service, as defined in PCR 2015. Responses will be assessed on a Pass / Fail basis, in that any unacceptable circumstances may disqualify the Candidate from further consideration.

**Please note that Candidates are required to complete the Financial Standing Workbook – Completion Document 2. This document is an XL spreadsheet and consists of five sheets as indicated by tabs on the bottom of the page.**

The “General Guidance” sheet provides guidance as to the use and completion of this document. The “Assessment Template Example” sheet is purely an example to aid your completion of the document.

The “Qualification Questions” sheet and the “Candidate inc. Lead Member” sheet MUST be completed by all candidates and where requested, you will need to submit additional documentation in the form of attachments with your tender submission.

“Consortia Member 2” sheet should only be completed by consortia members if the candidate is bidding as part of a consortia. If this is the case please refer to “General Guidance” Sheet.

The Council also reserves the right to undertake further credit checks or assessments as necessary to determine an organisations financial condition.

A.9 Have you completed the **Financial Standing Workbook (Completion Document 2)**:

Yes:	No:

<p>Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:</p>	<p>Attachment/s File Name/s:</p>				
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="background-color: #ADD8E6;">Yes:</td> <td style="background-color: #ADD8E6;">No:</td> </tr> <tr> <td style="width: 50px; height: 30px;"></td> <td style="width: 50px; height: 30px;"></td> </tr> </table>	Yes:	No:			
Yes:	No:				

**Part B: General Information**

All questions within this section relate to compliance requirements for this Service and are mandatory for completion: failure to satisfy compliance requirements will disqualify your Tender.

Responses will be assessed on a Pass / Risk Identified basis, in that any unacceptable circumstances and / or unacceptable level of risk (that cannot be managed or mitigated), may disqualify your Tender.

<p><b>B1.</b> Please confirm that you have the relevant accreditations for the Service that you are applying for. Please confirm your status and provide details of your certification / registration number as appropriate</p>										
<p>Relevant Accreditations and Registrations</p>	<p>Data Protection Act (Information Commissioner's Office registration)</p>	<p>Care Quality Commission CQC</p>								
<p>B1. Please indicate whether held for the services for which you are tendering?</p> <p>If yes please detail below:</p> <p>B1a. Certificate / registration number</p> <p>B1b. Date of registration:</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="background-color: #ADD8E6;">Yes</td> <td style="background-color: #ADD8E6;">No</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	Yes	No			<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="background-color: #ADD8E6;">Yes</td> <td style="background-color: #ADD8E6;">No</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No									
Yes	No									

	Public Indemnity	Employer's Indemnity	Professional Indemnity	Clinical Negligence																
Minimum Requirements (for each and every event)	£5,000,000	£5,000,000	£5,000,000	£10,000,000																
<b>B2.</b> Please indicate whether your current insurance cover is equal to or exceeds The Council's minimum requirement?  If yes: please detail	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
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Yes	No																			
<input type="checkbox"/>	<input type="checkbox"/>																			
B2a. Amount of Cover																				
B2b. Insurer Name																				
B2c. Expiry Date																				
<b>B2d.</b> If no cover ( <u>either due to no policy or cover being less than minimum level</u> ), please indicate whether you would be prepared to increase your cover to the Council's minimum and if not, your reasons for this?  ➤ <b>Note:</b> that a refusal to obtain cover at least equal to the Council's minimum prior to Contract Award would disqualify your tender.	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	Reasons for Refusal:				
Yes	No																			
<input type="checkbox"/>	<input type="checkbox"/>																			
Yes	No																			
<input type="checkbox"/>	<input type="checkbox"/>																			
Yes	No																			
<input type="checkbox"/>	<input type="checkbox"/>																			

**B3. Safeguarding and Mental Capacity Act Policies**

Does your Organisation have the following policies?

	Yes:	No:
<b>Safeguarding Policy</b>		
<b>Mental Capacity Act Policy</b>		

**Please enclose copies of your Safeguarding Policy and Mental Capacity Act Policy**

The Council currently works to the Herefordshire Safeguarding Adults and Children’s Board (HSAB and HSCB) policies and procedures, which can be viewed via the links below. Please confirm that you will be prepared to work to the terms of these policies and procedures for Service provision on this Contract.

<https://herefordshiresafeguardingboards.org.uk/herefordshire-safeguarding-adults-board/for-professionals/policies-and-procedures/>

[http://www.proceduresonline.com/herefordshire children/](http://www.proceduresonline.com/herefordshire_children/)

<http://www.hscb.herefordshire.gov.uk/>

Yes:	No:

If no policies and/or are not prepared to work to the terms of Herefordshire’s safeguarding policies and procedures framework, please provide reasons. Please note if you have no appropriate policies and/or refuse to work to the terms of the framework it may invalidate your Tender.

Please confirm that you have submitted your safeguarding and mental capacity act policies with this tender :

Yes:	No:

Please label these documents

**‘Safeguarding Policy’ and ‘Mental Capacity Policy’**

**B4.** Please review Herefordshire Councils Equality and Diversity Policy 2017-2019 which can be viewed via the embedded document below. Please confirm that you will be prepared to work to the terms of this charter for service provision on this contract.



Equality\_Policy\_2017.pdf

Yes:	No:

Does your Organisation have an Equal Opportunities Policy?

Yes:	No:

Is this set out:

- In instructions to those concerned with recruitment, training and promotion?

Yes:	No:	N/a:	No Policy

- in documents available to employees, recognised trade unions or other representative groups of employees?

Yes:	No:	N/a:	No Policy

- in recruitment advertisements and other literature?

Yes:	No:	N/a:	No Policy

Please confirm that you will submit your Equal Opportunities policy to the council if requested to do so:

Yes:	No:

You are not required to submit your policy at this time. However the council reserves the right review a copy at any time during the tender evaluation process or any subsequent contract.

**B5. Recruitment of Staff**

1. Disclosure and Barring:

- The Council requires all Providers engaged in the provision of services which involve access to children and/or vulnerable adults to have up to date and satisfactory disclosures. **The Council requires Enhanced Disclosures to be updated every 3 years.**
- The Council requires that, where the Provider is required to engage people to work with, or provide services for children and/or vulnerable adults, the Provider will adopt and implement measures to ensure that Disclosure and Barring Service checks (DBS) are obtained. The Provider will notify the Commissioner immediately of any changes to the DBS status of any staff member, volunteer or sub-contractor.
- Any Provider who sub contracts work to another Provider is responsible for ensuring that the workers engaged by the sub contractor have up to date and satisfactory Disclosures.
- The Council will monitor operation of the contract to ensure that the Provider complies with current Vulnerable Adult/Child Protection procedures. This may require the Provider to produce to the Commissioner on request an anonymous list of staff that have been DBS checked on an annual basis.
- No Provider requiring DBS are permitted to commence work on a contract, or take on new tasks, without up to date and satisfactory clearance.

2) Staff Application and interview procedures:

- In respect of all staff (and volunteers where appropriate), the Service Provider shall be responsible for obtaining the following:-
  - written application forms (which include reference to the requirements to declare any convictions under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.
  - a minimum of 2 written references.
  - interviews with at least 2 interviewers and record of interview compiled.
  - job specifications detailing minimum levels of competence and qualifications.
  - Comply with Safer Recruitment procedures

Does your Organisation have a Recruitment Policy which at least meets the minimum requirements set out above?

Yes:	No:	If no policy / not prepared to work to the terms of set out in this section, please provide reasons. Please note that that a refusal to work to the terms of the framework may invalidate your Tender.

**B6. Health and Safety**

- Does your Organisation have a Health and Safety Policy?

Yes:	No:

- Is Health and Safety Training provided for employees?

Yes:	No:

- Is the effectiveness of Health and Safety measures monitored (such as via health and safety audits)

Yes:	No:

- Is good Health and Safety practice promoted to staff such as via handbooks; meetings and the use of literature?

Yes:	No:

Please confirm that you will submit your Health and Safety Policy to the council if requested to do so:

Yes:	No:

You are not required to submit your policy at this time. However the council reserves the right review a copy at any time during the tender evaluation process or any subsequent contract.

**B7. Incident and Serious Incident Policies**

Does your Organisation have the following policies (including mechanisms and governance around those policies)?

	Yes:	No:
<b>Incident Policy</b>		
<b>Serious Incident Policy</b>		

If no policy please provide reasons here. Please note a lack of appropriate policies may invalidate your Tender.

Please confirm that you will submit your Incident and serious incident policies to the council if requested to do so:

Yes:	No:

You are not required to submit your policies at this time. However the council reserves the right review a copy at any time during the tender evaluation process or any subsequent contract.

## **Part C: Service Specific Questions**

Questions within this section request that you set out your plans for Service provision.

Your answers to this section will make up 65% of the overall tender evaluation.

The overall score available for the tender is 100. Therefore the maximum score on Quality (service provision) is 65, made up as follows:

<b>Question Elements</b>	<b>Max Mark Available</b>	<b>Weighting</b>	<b>Max Weighted Score</b>
<b>Section 1 -Implementation Plan (one question)</b> 1.1	10	1	10
<b>Section 2 Service Delivery (Which will be evaluated as Eight individual questions)</b>			
2.1	10	0.7	7
2.2	10	0.4	4
2.3	10	0.4	4
2.4	10	0.4	4
2.5	10	0.4	4
2.6	10	0.6	6
2.7	10	0.7	7
2.8	10	0.4	4
<b>Section 3 Collaborative and Partnership Working (Two individual Questions)</b>			
3.1	10	0.6	6
3.2	10	0.9	9
<b>Total</b>			<b>65</b>

Quality Questions consist of key points which will each be marked on the scale of 0 – 10 (a mark of 0 being unsatisfactory and 10 being excellent.) using the Marking System as shown in the table below.

A minimum compliance mark does not apply to question 2.5. However, a minimum compliance mark does apply to all other individual questions (i.e. questions 1.1, 2.1, 2.2, 2.3, 2.4, 2.6, 2.7, 2.8, 3.1 and 3.2 have a minimum compliance mark as detailed in the paragraph following).

Where a minimum compliance mark applies, in order to submit a compliant tender you must score a minimum of 2 marks (Partial) on each applicable individual question. If this score is not achieved your tender will be deemed as Non-Compliant and will not be considered further.

A weighting will be applied to each question as detailed above, more important questions will attract a higher weighting.

The score will be calculated to reflect the percentage weighting applied to that question (as shown below) and will contribute to the overall Quality Weighting:

$\% \text{ score for each question} = \text{your score} / \text{maximum score available} \times \text{question weighting.}$

Each question has a maximum number of words (and font type & size) stipulated within the question: any text in excess of this will not be evaluated. You should enter your response in the space provided below the Question, you can expand this space to fit your response length.

The Evaluation Team will score each question individually and will not take into consideration any references to additional information located in other questions or elsewhere in the document. The evaluation team will only consider information in supporting documents if a specific supporting document has been permitted within that particular question (see "Supporting Documents (Attachments)" following).

Questions within this section are mandatory for completion and failure to provide information may invalidate your Tender.

Questions consist of key points which will each be marked on the scale on 0 – 10: a mark of 0 being unsatisfactory and 10 being excellent.

### **Supporting Documents (Attachments):**

If the question does not ask for an attached document you should not include one as it will not be evaluated.

If attachment documents are required as part of a question it will be stated the type or title of the document(s) required. You should include this document (or nearest equivalent document(s) as appropriate) to enhance your answer, attached documents do not form part of the page / side count.

### **Clarifications during evaluation:**

The council reserves the right to request clarification (in terms of additional information which will supplement or clarify) of any aspect of a Tender. **In particular, it is the intention of the council to clarify any aspects of Tenders that are (or appear to be) contradictory such as if the pricing is contradicted by the stated approach in the approach to pricing or in answers to questions within the response.**

The council reserves the right to issue additional questions (by way of clarification) to all tenderers, the answers received to such questions may be allocated marking credit (in accordance with the published marking guidance) on the basis that ALL tenderers have fairly; transparently and equally been given the opportunity to respond. However responses received to clarification questions issued to individual candidates would not normally be allocated any marking credit if this would have the effect of allowing candidates to introduce new information after the deadline for submission.

The Council may invite any tenderer(s) still under consideration to attend a meeting to clarify the information which has been supplied in the tender if this is required. Following the meeting the Council will then review and, where necessary, amend the scores awarded at Part C.

**Scoring of Weighted Questions:**

For full guidance on the scoring of weighted Questions please refer to the marking guidance following.

According to the professional opinion of the Council’s evaluators, the following apply to the Candidate’s response, according to the evaluation criteria indicated in relation to the particular question elements.

<b>MARK</b>	<b>CATEGORY</b>	<b>CONTRACT OBJECTIVES / REQUIREMENTS</b>
<b>0</b>	<b>UN-SATISFACTORY</b>	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the candidate has the understanding and skills required to provide the services, no evidence to support the response.
<b>1</b>	<b>POOR</b>	Significant reservations regarding the candidate’s understanding and skills required to provide the services, with little or no evidence to support the response.
<b>2</b>	<b>PARTIAL</b>	Some reservations regarding the candidate's understanding and skills required to provide the services, with minimal evidence to support the response.
<b>4</b>	<b>SATISFACTORY</b>	Satisfies the requirement. The response demonstrates the understanding and skills required to provide the services, with evidence to support it.
<b>7</b>	<b>GOOD</b>	Satisfies the requirement with some additional benefits. The response demonstrates the understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>10</b>	<b>EXCELLENT</b>	Exceeds the requirement. The response demonstrates exceptional understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.

In order to make a final selection for Preferred Bidder(s), the Evaluation Team moderation meeting will consider the scores from all Evaluation Team Members.

During the meeting(s) the evaluator’s individual scores will be considered and reviewed and a consensus score will be agreed by the Evaluation Team. Any differences and any changes made at moderation meeting(s) will be documented with a narrative giving the change in score and the reasoning as to why the change was made.

Some questions will be evaluated by all members of the Evaluation Team. Where this is the case, consensus scoring will be required from the Evaluation Team for all such questions. Some specialist areas will need to be evaluated by a single subject matter expert and will therefore not be subject to a consensus moderation. Where children and or young people are evaluating a question it will be done as a group and not by individuals.

Following the moderation meeting(s), a recommendation will be made on the basis of the consensus agreed by the Evaluation Team. This will be in the form of an Evaluation Report, which will document the evaluation process, findings and the final recommendation from the Evaluation Team to the appropriate decision making board.

**Additional guidance for tenderers:**

Response's should reflect requirements in the specification and where appropriate include examples of practice.

If successful the information provided in this section will be used to complete the input section of the specification.

**1. Implementation Plan. (Max Weighted Score – 10)**

1.1 Please describe your implementation plan for these services as defined by the service specification. This should include (although not exhaustive):

- Timescales
- Securing premises/delivery locations
- Establishing systems, managing the data transfer from current providers and how you will provide assurance that data held within current services/systems will be transferred to the new system to ensure data integrity
- Ensuring information consent and data sharing agreements are gained
- Recruitment and retention of staff, staffing structure
- Development of links and/or partnerships with other agencies
- Managing and mitigating risk
- Communication with stakeholders

Your answer may be enhanced by highlighting similarities in your experience, (including particularly relevant features or elements) to the Services required by the Council, such as the operation of the same and / or a similar.

**Maximum 1500 Words (Arial font 11)**

Please detail your Answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:
	X

Attachment/s File Name/s:

You are not permitted any attached documents or reference to any documents for this answer. If documents are referenced in your answer they WILL NOT BE READ or SCORED.

## **2. Service Delivery-**

Based on the service specification, please describe your overarching proposed service model for providing 0-25 Public Health Nursing services in Herefordshire using the following questions as a basis to your response. Please provide examples/evidence to support your responses where available/applicable.

### 2.1 Demonstrate how the service will ensure (Max Weighted Score 7 )

- Accessibility and visibility and delivering services in a rural County
- Efficiencies and added value
- Quality and innovation
- Use of technology and mobile/flexible working

**Maximum 1500 Words (Arial font 11)**

Please detail your Answer here:

### 2.2 On the basis of the case study provided below demonstrate how the service will: (Max Weighted Score 4 )

- Meet the needs of vulnerable children, young people and families including Looked After Children
- Safeguard children and young people

#### **Case Study**

A 16 year old girl confides that she has had unprotected sex with an undisclosed male partner (or partners) and is concerned that she may be pregnant. She lives in a small village outside Kington, has little social support and you assess that she is vulnerable on a number of levels. What steps would you take with this young person?

**Maximum 500 Words (Arial font 11)**

Please detail your Answer here:

2.3 Demonstrate how the service will: (Max Weighted Score 4)

- Provide appropriate pathways for service delivery and referrals in to and out of the service
- Measure the outcomes; demonstrate how you will evidence the outcomes
- Provide metrics, data and reporting

**Maximum 500 Words (Arial font 11)**

Please detail your Answer here:

2.4 Demonstrate how the service will ensure: (Max Weighted Score 4 )

- Staff training, Continuous Professional Development and supervision
- Staff retention, strategy to cover the service during periods of staff sickness/absence/leave including where these may be long term
- Training the wider workforce
- Standard Operating procedures

**Maximum 800 Words (Arial font 11)**

Please detail your Answer here:

2.5 Demonstrate how you will meet the needs of all children and young people and their families, and help them to remain healthy and active at home, at school and in their communities.  
(Weighted Score 4)

**Maximum 600 Words (Arial font 11)**

Note – This question will be evaluated by children and young people so please take this into consideration when answering the question.

Please detail your Answer here:

2.6 Information governance (Max Weighted Score 6);

- How will you ensure that Information Governance is maintained and ensure you implement and maintain security standards, processes, procedures, practice and controls in accordance with the NHS Information Governance Toolkit standards to a minimum of Level 2 compliance including how this will be undertaken in instances where there is more than one provider within the service?
- How would you be proactive in gaining consent to appropriately share information with other agencies in order to support the family?

Your answer may be enhanced by highlighting similarities in your experience, (including particularly relevant features or elements) to the Services required by the Council, such as the operation of the same and / or a similar.

**Maximum 600 Words (Arial font 11)**

Please detail your Answer here:

2.7 Demonstrate how the service will ensure: (Max Weighted Score 7)

- Contingency plans for maintaining service delivery
- Risk management/complaints/clinical governance
- Audit
- Responding to emerging issues
- Regulatory and statutory frameworks

**Maximum 1000 Words (Arial font 11)**

Please detail your Answer here:

2.8 Demonstrate how the service will achieve social value outcomes outlined in the service specification (Max Weighted Score 4 )

**Maximum 600 Words (Arial font 11)**

Please detail your Answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:
	X

Attachment/s File Name/s:

You are not permitted any attached documents or reference to any documents for this answer. If documents are referenced in your answer they WILL NOT BE READ or SCORED.

### **3. Collaboration and Partnership Working**

#### 3.1 Community Needs (weighted score 6):

Demonstrate how you will determine the needs of the local community to effectively; assess, provide support and utilise community assets to meet these needs.

**Maximum 600 Words (Arial font 11)**

Please detail your Answer here:

#### 3.2 Engagement, Collaboration and Partnership working (weighted score 9)

How will you ensure effective engagement, collaboration and partnership working with other services and specialisms including the voluntary and independent sector, in relation to delivering and achieving outcomes for all elements of the Healthy Child Programme? Your response should give consideration to the following:

- Early Help/Families First
- Safeguarding
- Acute Services
- Children's Centres services
- Early Years and School settings
- GPs
- Other Primary Care services

**Maximum 1500 Words (Arial font 11)**

Please detail your Answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:
	X

Attachment/s File Name/s:

You are not permitted any attached documents or reference to any documents for this answer. If documents are referenced in your answer they WILL NOT BE READ or SCORED.

## **Part D: Pricing**

### **Pricing Schedule**

Questions within this section request that you set out your approach to pricing.

Tenderers must complete and submit the Pricing Schedule with their tender submission.

It is located in Completion Document 3 –Pricing Schedule

This is an XL spreadsheet document which consists of a number of sheets (or tabs) as follows.

Sheet 1 – Provides Instruction and overview for completion of the Pricing schedule document, you should read this in conjunction with this document.

Sheet 2 – is a summary sheet and will calculate the Total Contract Value. Tenderers do not need to complete this sheet as all figures are automatically calculated from the tenderer's entries in sheets 3,4,5,6 and 7.

Sheet 3 Refers to the tenderer's fees associated with employees delivering the service. Please complete the relevant fields as appropriate.

Sheet 4 Refers to the tenderer's fees associated with any premises utilised in delivering the service. Please complete the relevant fields as appropriate.

Sheet 5 Refers to the tenderer's fees associated with any supplies and services utilised in delivering the service. Please complete the relevant fields as appropriate.

Sheet 6 Refers to the tenderer's fees associated with any proportionate overheads or central costs associated with delivering the service. Please complete the relevant fields as appropriate.

Sheet 7 Refers to the tenderer's income associated with any income received associated with delivering the service. Please complete the relevant fields as appropriate. Please note this figure will be deducted from the fees to establish a total contract price

Your answers to this section will make up 35% of the overall tender evaluation. The overall score available for the tender is 100. Therefore the maximum score on pricing is 35 marks. The lowest price received will be awarded a score of 100% (35 marks).

All other offers will be scored a comparative mark, by calculating the percentage difference between them and the lowest offer received.

**(Lowest Offer / the offer being evaluated) x 100 x 35%= price score**

Monetary values should be expressed in (£) British Pound Sterling (GBP) net of VAT.

**This fee should be all inclusive Lump sum figure (per year of the Contract) to deliver the service and include all costs, profits and disbursements (eg. Mileage etc) as well as any “one off” expenses such as mobilisation etc.**

For evaluation purposes The Fee calculated in Sheet 2 Cost Summary - “Average Annual Fee” will be used in the evaluation of the price element of this procurement. Your figure should exclude VAT.

**Please note: the council has a maximum budget for this opportunity of £12,500,000 over the full 5 year contract term (equivalent to a maximum budget each year of £2,500,000). Tenders received in excess of this amount will be deemed non-compliant and will be rejected.**

## **Payments**

The monthly payment by the council will be calculated on a pro-rata basis from the Average Annual Fee calculated in sheet 2 cost summary (B31) i.e. Annual Average Fee/12=Monthly Payment from the council.

Payment shall be made monthly by equal payments in arrears (commencing from the start date of the contract) upon presentation of an appropriate invoice to the Commissioner strictly on the basis that:

- (a) the invoice is issued within three (3) months of the end of the applicable quarter;
- (b) the invoice detail the :
  - the purchase order number
  - the contract title
  - the period the invoice refers to (to/from dates)
  - the monthly amount due ex VAT
- (c) the invoice shall be forwarded to the councils appointed contract officer/team (to be confirmed), Plough Lane Office, Hereford, HR4 0LE

## **SECTION 2: FREEDOM OF INFORMATION Legislation and Confidentiality**

- 1.7 The Council is subject to the Freedom of Information Act 2000 ('FOIA')<sup>1</sup> and the Environmental Information Regulations 2004 ('EIR')<sup>2</sup> and all subordinate legislation under this legislation. (When appropriate, the FOIA and the EIR will be collectively referred to as Freedom of Information Legislation ('FOIL')). The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only.
- 1.8 FOIL gives a right of access by any person (including companies) to information held by the Council including information relating to or submitted as part of the Process and information contained in the Contract. However, certain information may be exempt on grounds of confidentiality or commercial sensitivity. Further information can be found on the Information Commissioner's ('ICO') website at <http://www.informationcommissioner.gov.uk>, in particular within the ICO's 'Guidance to the Public Contract Regulations'.
- 1.9 Different rules apply to the disclosure of information (and exemptions from this) under the FOIA and the EIR. Further specific guidance on the application of the exemptions from disclosure can be found in further ICO guides: in respect of the FOIA in the 'Awareness Guidance Document No. 2 (Confidential Information)' and 'Awareness Guidance Document No. 5 (Commercial Interests)' and in relation to the EIR, in the guidance on 'Confidentiality of commercial or industrial information (regulation 12(5)(e))'.
- 1.10 (Subject to the requirements of FOIL), the content of Process Documents; any subsequent Responses and the Contract shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the Council and any consultants acting on their behalf.
- 1.11 However, Candidates should acknowledge that the information they provide during the Process and information contained within the Contract could be disclosed in response to a request under FOIL. The Council will proceed on the basis of disclosure unless an appropriate exemption applies: information may still be disclosed, despite the availability of some exemptions, if the public interest in its disclosure outweighs the public interest in maintaining the exemption.
- 1.12 Candidates are required to complete the declaration (contained within this document) acknowledging the Council's responsibilities under FOIL and to agree to assist and cooperate with the Council to enable the Council to comply with its obligations to disclose information under FOIL.
- 1.13 The Council will use all reasonable endeavours to consult with Candidates over the release of information which is highlighted by a Candidate as commercially sensitive or confidential. Candidates should therefore complete the Schedule of Information in respect of information considered to be Commercially Sensitive / Confidential as below:

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<sup>1</sup> [http://www.ico.org.uk/for\\_organisations/freedom\\_of\\_information](http://www.ico.org.uk/for_organisations/freedom_of_information)

<sup>2</sup> [http://www.ico.org.uk/for\\_organisations/environmental\\_information](http://www.ico.org.uk/for_organisations/environmental_information)



2	Please state that you will provide the Council with a copy of all contractor held information required by the Council to comply with a request for information within 5 working days (or such other period specified by the Council) and in the form specified by the Council.		
4	Please state that you acknowledge that the Council shall be solely responsible for determining whether information is exempt from disclosure under FOIA or EIR and for determining, in its absolute discretion, the information to be disclosed in response to a Request for Information.		
5	Please state that you acknowledge that the Council may be obliged under FOIA or EIR to disclose Information without consulting or obtaining consent from the Contractor.		
6	Please state that if the Council at your request seeks to rely upon a FOIA or EIR exemption you will indemnify the Council against any costs, including but not limited to responding to information notices or lodging appeals against the decision of the information Commissioner.		
7	Please state that you will indemnify the Council and hold it harmless from and against all liability, costs, claims actions, losses, damages and expenses whatsoever, arising directly or indirectly as a result of any decision by the information Commissioner that the information which you may regard as being exempt shall be disclosed under the FOIA or EIR or other appropriate legislation or codes of practice.		
8	Please state that you will notify any subcontractor of the provisions of this section and that any subcontract shall contain equivalent terms entitling the Council to Subcontractor-held information as if the information was Contractor-held information and that you will fully indemnify the Council for any failure to comply with this obligation and no failure of any subcontractor shall relieve you of its obligations under this section.		
9	Please state that you shall bear your own administrative costs in relation to dealing with any Request for Information or disclosure under FOIA or EIR.		

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**Signed for and on behalf of the Organisation**

If the Candidate is a consortium, joint venture, special purpose vehicle or other multiple organisation arrangement, this is signed on behalf of each member or shareholder.

**Signed**

**Date**

\_\_\_\_\_

\_\_\_\_\_

**Organisation** \_\_\_\_\_

**Position / Status in the Organisation** \_\_\_\_\_

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### **SECTION 3: CHECKLIST OF ENCLOSURES REQUIRED**

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9.1 Please find below a checklist of documents requested, showing the question number in the questionnaire to which it refers. Please indicate if the additional information or documentation has been returned with the completed questionnaire, if not applicable please state n/a.

<b>No.</b>	<b>Description of Enclosures</b>	<b>Enclosed</b>
Section 1	Additional Enclosures as specified in A11 Finance, B3 (Safeguarding and Mental capacity policies),	
This document	Completion Document 1 - Tender document (including any enclosures required therein (if any)).	
Section 1	Completion Document 2 Financial Workbook (including any additional documentation required therein)	
Part D	Completion Document 3 - Pricing Schedule	

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## **SECTION 4: UNDERTAKINGS – Form of Tender**

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The candidate must read this form of tender and sign it (or where relevant, arrange for it to be signed below by a suitably authorised representative) before submitting its response to this Invitation to Tender.

The council will not regard the candidate's response to this Invitation to Tender to have been properly submitted without this Form of Tender being properly signed

Typing the name of the authorised representative instead of a signature is also acceptable

Any amendments made by or on behalf of the candidate (e.g. or qualifications or conditions to any of the statements below, whether handwritten or otherwise) will result in the candidate's disqualification.

1. The candidate hereby offers to the council to supply the relevant services to which this Invitation to Tender relates in accordance with the following:
  - a) Any specification and/or other requirements of the council indicated in this Invitation to Tender.
  - b) The terms and conditions of contract indicated in this Invitation to Tender, as amended in the course of this procurement procedure.
  - c) The candidate's response to this Invitation to Tender, including its acceptance of the council's fees, and including each of its proposals regarding the method and/or manner in which the candidate proposes to supply those services.
2. The candidate's offer indicated above shall remain open and irrevocable for 90 days from the closing date for submission.
3. The council's written indication of its acceptance of the candidate's offer shall result (but only to the extent clearly indicated in that acceptance) in a contract coming into existence between the council regardless of whether the parties sign further documentation.
4. If awarded a contract, regardless of paragraph 3, the candidate will promptly execute a contract on the above terms within fourteen (14) days of being requested to do so by the council.
5. On behalf of the candidate I give the following representations (given to the best of my knowledge having made necessary inquiry, these to be read independently):
  - a) The Candidate's answers submitted in this Invitation to Tender are materially true and correct and are not reasonably likely to mislead the Council (whether by omission or otherwise).
  - b) The Candidate has accurately answered the questions regarding whether or not any grounds for exclusion applies to the Candidate and/or relevant subcontractors.
  - c) If any of such grounds for exclusion applies to the Candidate and/or any relevant subcontractor, it has disclosed the relevant matters sufficiently and accurately in its response to this Invitation to Tender.
6. Statements regarding non-canvassing:
  - a) I have not (and to the best of my knowledge having made necessary inquiry, nobody else purporting to act on behalf of the candidate has) canvassed any elected member, employee, contractor, or other person acting (or purporting to act) on behalf of the council in relation to this exercise.
  - b) The candidate undertakes not to canvas any elected member, employee, contractor, or other person acting (or purporting to act) on behalf of the council in relation to this exercise.
7. Statements of non-collusion: On behalf of the candidate, I declare the offer made by the candidate in response to this Invitation to Tender is a genuine offer. Without limiting this, I declare that I have not done or attempted or agreed to do (and to the best of my knowledge having made necessary inquiry, nobody else purporting to act on behalf of the candidate has done or attempted or agreed to do) any of the following on behalf of the candidate:

- a) Fixed the candidate's offer (in full or part) to comply with any formal or informal agreement or arrangement with any other person (except any genuine consortium member or subcontractor or the like).
  - b) Entered into any agreement or arrangement (whether formal or informal, whether direct or indirect and whether or not receiving or giving anything in return) under which that other person has agreed not to submit a response at all to this Invitation to Tender, or to fix its response to it.
  - c) Communicated the terms of the candidate's offer to a person other than the council or anyone genuinely connected with the candidate who needs to know in relation to the preparation of the response to this Invitation to Tender, including any of the candidate's personnel, advisors, banks, insurers, shareholders, members or the like).
  - d) Offered or agreed to directly or indirectly give any person any payment or other to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.
8. The candidate (including, if it is a consortium, partnership, special purpose vehicle or the like, any member or shareholder of it) is not making any separate submission in response to this Invitation to Tender in its own right or as a member or shareholder of another entity (e.g. a consortium, partnership, special purpose vehicle or the like).
9. I understand that any such canvassing and/or collusive conduct referred to above shall be regarded as a serious matter by the Council, which does not exclude any right or remedy it may have against the candidate if such canvassing conduct has occurred.
10. I understand that the council will rely on information disclosed by the candidate in its response to this Invitation to Tender. As a result (and without limiting the implications of this):
- a) The council is likely to use that information to assess the candidate's suitability to be awarded a contract.
  - b) The council is likely to incur losses if any such information is inaccurate, incomplete, or otherwise reasonably likely to mislead.
  - c) If the council becomes aware of a significant misrepresentation in (and/or the withholding of material information from) this Invitation to Tender, it is likely to result in the disqualification of the candidate from its further participation in this procurement exercise. This does not limit the council's rights and remedies.
11. The candidate has prepared this response honestly, and with necessary skill, care and diligence.
12. On behalf of the candidate I understand the following:
- a) Any expression of interest by the council to award a contract to the candidate shall not necessarily mean that the council is satisfied with every aspect of the candidate and/or its subcontractors (e.g. its experience, capabilities, financial standing, proposals etc.). I understand the council reserves the right to make further relevant checks.
  - b) The Council reserves the right to accept or refuse any offer made by the candidate in its response to the Invitation to Tender, regardless of whether the fees indicated in this response are higher or lower than those indicated in the response of another candidate.
13. If awarded a contract as a result of the exercise, the candidate will (at the time the contract is entered) properly have in place the insurances, accreditations and policies (if any) required in this Invitation to Tender.
14. The candidate agrees to promptly notify the council in writing on becoming aware of any of the following:
- a) Any significant matter disclosed in the response to this Invitation to Tender being (or becoming) materially untrue, incorrect, or reasonably likely to mislead the council.
  - b) Any material event or circumstance affecting the candidate in relation to its response to this Invitation to Tender and/or in relation to its ability to enter and carry out its obligations under any contract awarded as a result of this Invitation to Tender.

15. Reference in this form of tender to the candidate means the candidate identified in this this Invitation to Tender.
16. If the candidate is a consortium, partnership or the like, the lead member has sufficient authority to bind each member of it for the purposes of this Invitation to Tender and for the purposes of any contract awarded as a result of this exercise.
17. I am authorised to make these statements on behalf of the candidate.
18. The candidate accepts the rules and conditions set by the council in connection with this Invitation to Tender.
19. I acknowledge I have read and understood the Invitation to Tender Instructions accompanying this Invitation to Tender.

Name:

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Position (Job Title):

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Name of Candidate:

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Date:

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Signature:

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