

# Invitation to Participate

REFERENCE:	PF/ACS/LCC/19/710
APPLICATION PROCESS FOR:	Provider List (APL) for Supply of Care Services in Supported Housing

## Contents

1	DEFINITIONS AND INTERPRETATIONS.....	4
2	INTRODUCTION AND BACKGROUND .....	5
2.1	PURPOSE AND SCOPE OF THIS INVITATION TO PARTICIPATE.....	5
2.2	SUMMARY .....	5
3	ESTABLISHING THE APL.....	9
3.1	APPLICATION PROCESS .....	9
3.2	EVALUATION OF APPLICATIONS .....	13
3.3	CONTRACTS AND TERM .....	17
4	SUBMITTING YOUR APPLICATION.....	17
4.1	ELECTRONIC APPLICATIONS – ORACLE FUSION .....	17
4.2	APPLICANTS' BRIEFING.....	19
4.3	PRE- APPLICATION CLARIFICATIONS .....	19
4.4	POST-APPLICATION CLARIFICATIONS FROM THE COUNCIL .....	20
4.5	SIMULTANEOUS COMPETITION, CONSORTIA AND SUBCONTRACTORS.....	20
4.6	WARNINGS AND DISCLAIMERS .....	22
4.7	APPLICANT CONDUCT AND CONFLICTS OF INTEREST .....	22
5	ARRANGING SERVICES THROUGH THE APL .....	23
5.1	AWARDING SERVICE CONTRACTS .....	23
5.2	BUSINESS TRANSITION ARRANGEMENTS.....	23
5.3	PRICE.....	25
5.4	ANNUAL SERVICE DEVELOPMENT PLANS (ASDP) .....	25
6	MANAGEMENT OF THE APL & SERVICE CONTRACTS .....	29
6.1	CONTRACT TERMS .....	29
6.2	CONTRACT MANAGEMENT PROCEDURES .....	30
6.3	PAYMENT TERMS TYPE & PROCESSES .....	30
6.4	PRICE REVIEWS .....	31
6.5	USE OF CONTRACT BY THIRD PARTIES.....	31
6.6	REQUIREMENT TO REAPPLY TO THE APL.....	32
7	FURTHER INFORMATION .....	32
7.1	VOLUME INFORMATION PROVIDED BY THE COUNCIL .....	32
7.2	LINKS TO HOUSING STRATEGY .....	33
7.3	CONFIDENTIALITY AND FREEDOM OF INFORMATION.....	34
7.4	PUBLICITY .....	35
7.5	COUNCIL'S RIGHTS .....	35
7.6	APPLICANTS COSTS.....	36
7.7	SOCIAL VALUE POLICY .....	36
7.8	PREVENT DUTY FOR LOCAL AUTHORITIES.....	36
7.9	TUPE MATTERS.....	36

**APPENDIX ONE – SELECTION QUESTIONNAIRE**

**APPENDIX TWO – LOCATION AND CATEGORY PREFERENCE FORM**

**APPENDIX THREE – SELECTION QUESTIONNAIRE EVALUATION GUIDE**

**APPENDIX FOUR - APPROVED PROVIDER LIST AGREEMENT**

**APPENDIX FIVE - CALL OFF TERMS AND CONDITIONS**

**APPENDIX SIX - CALL OFF PROCEDURE**

**APPENDIX SEVEN – SERVICE SPECIFICATION**

**APPENDIX EIGHT – SERVICE SPECIFICATION**

**APPENDIX NINE – CONTRACT MANAGEMENT STRATEGY**

Continued...

- APPENDIX TEN – ESCALATION POLICY
- APPENDIX ELEVEN – SUSPENSION POLICY
- APPENDIX TWELVE – ANNUAL SERVICE DEVELOPMENT PLAN
- APPENDIX THIRTEEN – APPROVED PROVIDER LIST STAKEHOLDER ENGAGEMENT REPORT
- APPENDIX FOURTEEN – APL ACCESS AGREEMENT

<b>Date Published</b>	<b>Version</b>	<b>Amendment Description</b>
	Original	-
25/01/2023	V2	Information regarding Oracle Fusion Supplier Portal.

## 1 DEFINITIONS AND INTERPRETATIONS

In this Invitation to Participate except where the context otherwise requires, the following words and expressions shall have the following meanings:

<i>"Applicant"</i>	means the organisations who have not yet been appointed to the APL and where applicable this shall include the Provider's employees, Sub-Contractor, agents, representatives, and permitted assigns and, if the Provider is a consortium or consortium leader, the consortium members;
<i>"Application"</i>	means the Applicant's response to this Invitation to Participate, a Request to Participate.
<i>"Council"</i>	means Lancashire County Council;
<i>"Clarifications Log"</i>	means a list of clarifications and Council responses, published on the e-tendering portal;
<i>"Evaluation Criteria"</i>	means the criteria Applications will be evaluated against, as further detailed in Appendix Three;
<i>"e-Tendering system"</i>	means the Council's online system by which Applicants submit an Application or response to a mini-competition – Oracle Fusion Sourcing Supplier or any successor system.

- 1.2 Words importing one gender include all other genders unless otherwise specified and words importing the singular include the plural and vice versa.
- 1.3 References to any statute or statutory provisions (including any European Union instrument) shall, unless the context otherwise requires be construed as including references to any earlier statute or the corresponding provisions of any earlier statute whether repealed or not directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in any such statute or provisions and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same and will include any orders regulations instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.4 References to "person" and "persons" and "Applicant" and "Applicants" and "Provider" and "Providers" include any individual firm and unincorporated association and body corporate or public authority.
- 1.5 The list of contents and the headings to the parts and paragraphs of this Invitation to Participate and to the Clauses and paragraphs of the schedules to this

Invitation to Participate are for ease of reference only and shall not affect the construction of this Invitation to Participate.

- 1.6 The Appendices and Schedules form part of this Invitation to Participate and will have the same force and effect as if expressly set out in the body of this Invitation to Participate.
- 1.7 In the event of any inconsistency between the provisions of this Invitation to Participate and any previously issued documents the provisions of this Invitation to Participate will prevail.
- 1.8 This procurement procedure is considered to be subject to the Light Touch Regime under the Public Contracts Regulations 2015.

## 2 INTRODUCTION AND BACKGROUND

### 2.1 Purpose and scope of this Invitation to Participate

This Invitation to Participate:

- Asks Applicants to submit their Applications in accordance with the instructions set out in the remainder of this Invitation to Participate.
- Sets out the overall timetable and process for the procurement to Applicants.
- Provides Applicants with sufficient information to enable them to submit a compliant Application (including providing templates where relevant).
- Sets out the Evaluation Criteria that will be used to evaluate Applications.
- Sets out the APL Agreement and Service Contract that will result from a successful application.
- Sets out the Service Contract that could result from the APL Agreement.
- Explains the administrative arrangements for the receipt of Applications.

### 2.2 Summary

Indicative value of Services to be delivered is in the order of:	Up to £1,200,000,000
Annual value of Services to be delivered is in the order of:	In the order of £73,000,000 after business transition, though this is anticipated to increase: <ul style="list-style-type: none"> <li>• with any price uplifts applied;</li> <li>• commissioning of Service that fall under the Transforming Care Agenda; and/or,</li> <li>• commissioning of Services by third parties set out at paragraph 6.5.</li> </ul>
Service User Categories:	Predominantly: <ul style="list-style-type: none"> <li>• People with Learning Disabilities/Autism</li> <li>• People with Mental Health Needs</li> </ul>

	<ul style="list-style-type: none"> <li>• People with Physical Disabilities But also fewer number of any other Service User Category.</li> </ul>
APL Commencement Date:	January 2020
APL Expiry Date:	January 2027
Option to extend until:	January 2030

The Council currently purchases care services in supported housing to support people across differing client groups such as mental health and physical disabilities, but the majority of provision is with learning disability and autism. There are approximately 1,500 people with learning disabilities and/or autism living in more than 700 shared households at an average gross weekly cost of £928 per person. This service area represents a significant proportion of the Council's expenditure – the current annual spend on supported housing is £73m.

- There are 242 people with mental health needs in shared households or Apartment Premises
- In March 2019, there were 247 adults with learning disabilities and autism in long-term residential care at an average gross weekly cost of £1,424 per person
- In March 2019, there were 268 adults with mental health needs in residential care, which is very high when compared to other authorities, at an average gross weekly cost of £1,007 per person
- In 2017/18, the number of Council-supported long-term admissions of younger adults to residential or nursing care homes per 100,000 population was 19.2 in Lancashire – higher than both the shire counties average of 14.3 and the England average of 14.0
- N.B. There is variation in the profile at a district level in Lancashire

As determined appropriate the Contracting Body reserve the right to utilise the APL for the awarding of contracts under the Transforming Care Agenda. Furthermore it is intended that local Clinical Commissioning Groups will be permitted to access and utilise the APL for jointly funded or wholly health funded Services.

*What we mean by the Services?*

Supported housing is accommodation that has been designed, built or adapted to facilitate the care and support needs that its tenants or owners may have now or in the future.

We are committed to recommissioning care services required to meet the needs of people in shared accommodation across Lancashire for people with physical disabilities, people with learning disabilities/autism, people with mental health problems and a number of people with other needs because we want to achieve these strategic objectives.

The Service Specification can be found at Appendix 7.

### *Care Services in Supported Housing*

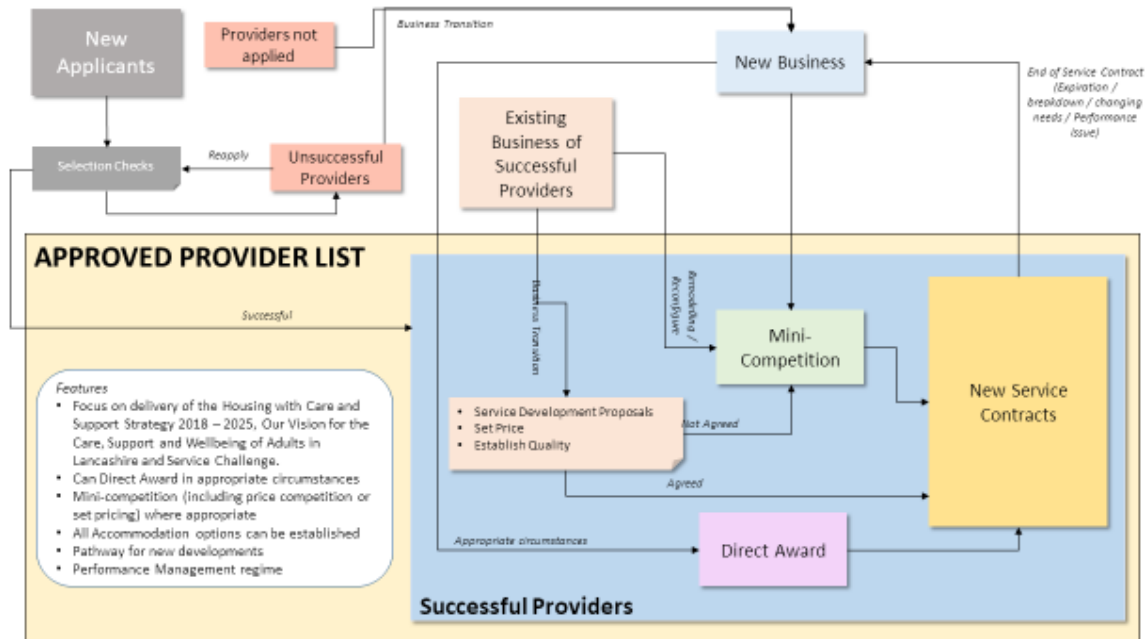
As of 2019 there are 50 Providers delivering support in shared settings with contracts that are not fit for purpose, as they do not reflect the way/s Service Users are supported or how the Services are delivered. Current commissioning arrangements can involve a lengthy process to agree new support services. The intention of the APL for care services in supported housing is to address a number of the current difficulties and improve our arrangements with the market. The APL will be based on appropriately robust selection criteria. From this list of Providers existing services will be delivered and new Services will be commissioned. There will be consideration to award service contracts via mini-competition, Service User choice or direct award. The APL will remain open to new applicants to join.



The APL will provide updated, fit for purpose, contractual arrangements with the mechanisms to deliver service improvement. Market management undertaken during the period that the APL, service contracts and service development proposals are in place may lead to a reduction in the number of providers actively delivering Services.

The APL will be an open list whereby Applicants can apply to join at any time. The majority of current providers are anticipated to apply. Applicants that have been rejected will have the opportunity to reapply by submitting an improved Application at any time.

The diagram below illustrates the ways in which the Approved Provider List will operate:



The APL will assist the Council to manage:

- Budget pressures every Council is facing, including Lancashire
- The need to ensure value for money for the funding of supported housing
- The need to modernise, embracing new ways of working and new technology
- To deliver the aims of objectives of the Housing with Care and Support Strategy 2018-2025

The Council will be monitoring the performance of Providers in delivering care and support services. Further information in respect of monitoring is set out in the draft Service Contract. The Council will adopt the 'Progression Model' to embed our strengths based approach to assessing individual need and improve outcomes for younger adults with disabilities. We will be identifying what people are able to do now and will task our Providers to deliver supports which enable people to continue to learn and develop skills and manage risks positively. The approach must support the wider system of care and support a focus upon enabling each individual with disabilities to progress to higher levels of independence. Over time we will be reviewing the level of progress made in achieving the identified service and individual outcomes.

### *New Agreements*



The APL Agreement that the Council proposes to use is attached at Appendix Four. The Service Contract that the Contracting Body proposes to use is attached at Appendix Five.

### *Engagement*

The Council has undertaken an engagement process with stakeholder organisations, engaging with providers, relevant NHS organisations, district councils and other relevant stakeholders about our proposed approach prior to recommissioning care services and commencing a procurement.

The stakeholder engagement and its outcome has been described in Appendix 13.

### *Other Aspects*

Applicants should note that the Council is, at the time of publishing this Invitation to Participate, undertaking a review of the scope and use of Individual Service Funds (ISFs). Depending on the outcome of the review, ISFs may be offered as an option for Service Users to take payment of some or all of their Personal Budget.

Should the Council permit the use of ISFs, it will publish ISF governance principles which shall apply to the management by the Provider of the Individual Service Fund and which will be appended to each Service Contract. The Provider shall also be required to enter into a separate form of Agreement with the relevant Contracting Body and the Service User, the content of which will reflect the ISF governance principles at the absolute discretion of the Contracting Body.

## **3 ESTABLISHING THE APL**

### **3.1 Application Process**

The APL will be an open list: Applicants can apply to join during its term if the Applicant satisfies the selection requirements. The APL will be open for new applications from the date of publication of this Invitation to Participate and will remain open for new applications at any time during the APLs term.

When Applications are received during one calendar month (the first month in a cycle of three) the Council intends to evaluate the Application no later than the final day of the following calendar month (the second month in a cycle of three). Outcome notifications will then be sent to the Applicants concerned by the end of the following calendar month (the third month in a cycle of three). The Council reserves the right to evaluate Applications and appoint Applicants more quickly, at its discretion.

If a satisfactory resolution to any clarification (see paragraph 4.4), as determined by the Council, cannot be achieved, the Applicant's application may then be deferred to be reviewed by the end of the following calendar month (see cycles below).

If an Applicant wishes to amend their application after it has been received by the Council, they may resubmit their application, however, their application may be deferred and evaluated by the end of the next calendar month.

Following the evaluation process Applicants will receive an outcome notification according to the cycles below, if successful, Applicants will be required to sign an APL Agreement and will be appointed as a Provider.

### Application Evaluation Timescales

Intended Calendar Month	Cycle	Application	Evaluation	Appointment / Rejection
<b>December 2019</b>	<b>Cycle 1</b>	<i>Applicants can make an Application</i>		
<b>January 2020</b>	<b>Cycle 2</b>	<i>Applicants can make an Application</i>	<i>Cycle 1 Applications evaluated</i>	
<b>February 2020</b>	<b>Cycle 3</b>	<i>Applicants can make an Application</i>	<i>Cycle 2 Applications evaluated</i>	<i>Cycle 1 Applicants Appointed or Rejected</i>
<b>March 2020</b>	<b>Cycle 4</b>	<i>Applicants can make an Application</i>	<i>Cycle 3 Applications evaluated</i>	<i>Cycle 2 Applicants Appointed or Rejected</i>
<b>April 2020</b>	<b>Cycle 5</b>	<i>Applicants can make an Application</i>	<i>Cycle 4 Applications evaluated</i>	<i>Cycle 3 Applicants Appointed or Rejected</i>
<b>May 2020</b>	<b>Cycle 6</b>	<i>Applicants can make an Application</i>	<i>Cycle 5 Applications evaluated</i>	<i>Cycle 4 Applicants Appointed or Rejected</i>
<b>Month X</b>	<b>Cycle X</b>	<i>Continued as per pattern of Cycles 1-6 until conclusion of the APL.</i>		

The processing of new Applications shall continue upon this schedule. The Council reserves the right to amend the schedule from time to time, temporarily (e.g. for the Christmas period) or permanently. Any permanent changes to this schedule shall be communicated.

### 3.1.1 Documents to be Returned

The completed documents that will form the Application to be returned by the Applicant are:

Document	Appendix	Applicant to Submit
Selection Questionnaire	1	One per Applicant
Location and Category Preference Form	2	One per Applicant

### 3.1.2 Consequences of Failing to Apply

Unlike a traditional procurement process there is no deadline by which Applicants must apply. The APL will remain open to new Applicants for its duration. However, Applicants who are not appointed to the APL, whether this be through a failed application or the Applicant not submitting an application;

- shall not be eligible to enter into any APL Service Contract with the Council; and,
- shall not be eligible to take part in any mini-competition.

Some existing providers may take the decision not to apply to become a Provider as they may not plan to compete for new business. Existing providers should not assume the Council will continue with historic contractual arrangements. Placements with providers not on the APL will be reviewed and the Council will take a case by case approach in full partnership with Service Users and where necessary act in the best interests of the Service User. This may result in business being withdrawn from non-APL providers and re-commissioned as 'new business' with APL Providers.

Therefore, all existing Applicants are positively encouraged to apply.

### 3.1.3 Key Dates

Milestone	Date
Issuing Application Process Documents	November 2019
Applicant Briefings	<p>20th January 2020 1:00pm Committee Room C, County Hall, Preston PR1 8XJ</p> <p>24th January 2020 10:00am Committee Room C, County Hall, Preston PR1 8XJ</p> <p>28th January 2020 1:00pm Committee Room D, County Hall, Preston PR1 8XJ</p>

	30th January 2020 10:00am Committee Room D, County Hall, Preston PR1 8XJ
Mini-Competitions / Service Contracts will not be issued to APL Providers before:	April 2020 or successful Cycle 3 Applicants have been appointed, whichever is later.
Business Transition will not commence before:	
Placements with providers not on the APL may be reviewed from:	May 2020 or successful Cycle 4 Applicants have been appointed, whichever is later.

These dates are subject to change at the Council's sole discretion. Any significant changes to the Key Dates shall be notified to all Applicants as soon as practicable. Changes to these dates will be notified to Applicants via the means of the message function within the e-Tendering system. Dates communicated to Applicants via these means take precedence over the dates listed in the above table.

### 3.2 Evaluation of Applications

Applications will be evaluated in accordance with Appendix Three – Selection Questionnaire Evaluation Guide. CQC Requirements are further particularised at 3.2.1, below.

#### 3.2.1 CQC Requirements

##### Application Stage

The Council requires Applicants to be registered with the CQC in England for the Services. Applicants are asked to specify the nominated location(s) where they will deliver the service from, the overall CQC rating for each location and the date(s) of the CQC inspection(s) within Appendix Two – Location and Category Preference.

The nominated location(s) must be the base from where the day to day management of the regulated activities are delivered and must be registered with CQC for the regulated activity of Personal Care. Applicants must comply with CQC regulations that govern registered locations.

Applicants must comply with the CQC regulations in relation to the Statement of Purpose: Care Quality Commission (Registration) Regulations 2009 Regulation 12 (Statement of purpose) or any subsequent amendments to the legislation. The CQC Registration for the nominated location(s) must reflect a type of service of 'Community services - Learning disabilities', and/or 'Supported living' and specialisms/services of 'Learning disabilities' and/or 'Mental health conditions'.

The Council will not enter into an agreement with any Applicants whose most recent CQC inspection for its nominated location as at the time of application:

- has not had any inspection undertaken by CQC which has resulted in at least one published inspection report available on CQC website;
- has an overall rating of 'requires improvement' or 'inadequate'; or,
- has been given an 'Inadequate' rating against any of the CQC's five key questions (<http://www.cqc.org.uk/content/five-key-questions-we-ask>); or
- has not met all standards when inspected under the previous CQC inspection Regime.

For the avoidance of doubt; in relation to the requirement for a nominated location (base from where the day to day management of the regulated activities are delivered) to have had at least one published inspection report available on the CQC website, where a report is unavailable, the nominated location may still be considered to meet this requirement of the tender in the following circumstances:

- in relation to the Applicant's operations that are to be carried out at the nominated location that does not have an inspection report from the CQC, in the event that those same operations were previously carried out at a different location which has at least one published archived CQC inspection report that meets requirements;
- in the event that the Applicant has legitimately changed its legal status (e.g. the Applicant has become a limited company) and the Applicant is able to disclose a CQC inspection report that meets requirements for the prior entity and evidence of the link between the two entities;
- in the event the legal entity providing the service changes (e.g. when an Applicant is taken over by another company), the Applicant is able to provide CQC inspection reports that meet requirements for all material entities engaged as part of the new entity; or,
- any other circumstances that the Council deems appropriate, this judgement to be applied by the Council reasonably in an objective and non-discriminatory manner on condition that that the Applicant can sufficiently evidence:
  - That the Applicant has been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the time of application notwithstanding that the Applicant may have legitimately changed its legal status and or entity at any stage; In this event the Applicant must be able to evidence that all material entities engaged as part of the new entity have been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the time of application; and,
  - That the nominated location has been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the time of application notwithstanding that the nominated location may have been subject to a change of address or change of Applicant legal status that can be demonstrated through archived CQC records; provided that the location had not been archived on the CQC website as a result of at least one of the following scenarios:

- The Applicant has voluntarily closed the location;
- Services regulated by the CQC are no longer provided; or
- The CQC has taken enforcement action to close the location.

### *Consortia Applications*

Each member of the consortium subject to regulation by the CQC will be required to provide the CQC registration number and rating of their nominated office. For the consortium to pass these requirements all members subject to regulation by the CQC must meet the CQC requirements detailed herein.

All members must maintain the required CQC rating and notify the Council's Contract Management Team of any changes immediately when they become aware.

### **Following Appointment to the APL**

Each location where the Provider delivers Services shall be associated with a specified nominated location in the Service Contract.

In the event that a Provider has more than one nominated location, if at any time following the Providers admission to the APL a nominated location closes, the Council shall have the right to terminate any Premises associated with the closed nominated location in accordance with the Service Contract. Alternatively in such cases the Council may determine at its sole discretion whether the Services delivered at the locations associated with that nominated location may be permanently or temporarily associated with another of the Providers nominated locations.

If at any time following appointment to the APL, should the Council identify concerns in respect of the geographic position of a nominated location relative to the geographic position of service delivery the Council may request the Provider to submit a report with evidence to demonstrate how the Provider, given the geographic position of the relevant nominated location, is effectively meeting the requirements of the Specification in respect of;

- managing and accessing records;
- undertaking staff supervisions;
- undertaking staff training;
- managing recruitment and retention;
- managing staff rotas;
- providing adequate numbers of staff; and,
- continuing to meet all CQC regulations that govern registered locations.

If in the view of the Council the Provider has failed to demonstrate compliance with the Specification the Council will apply the provisions of the Escalation Policy to the Provider.

If at any time following application or admission to the APL, the Provider becomes aware through the receipt of a published report from the CQC that the Provider's location is to be rated overall 'requires improvement' the Provider must inform the Council's Contract Management Team immediately. Until such time that the nominated location receives a rating of 'good' or 'outstanding':

- The Council will request the agreed CQC action plan for all of the five key questions which have been given a rating of 'requires improvement'.
- The Council will apply the provisions of the Escalation Policy to the Provider.
- The Provider must provide any agreed CQC action plan. The action plan must show remedial actions for each of the five key questions which have a rating of 'requires improvement'. The Council will verify the information and must be satisfied that adequate remedial action is being taken. The Council may terminate the APL agreement with a Provider where it considers this not to be the case.
- The Council may terminate any Service Contracts with the Provider.
- The Provider will not be eligible to enter into new Service Contracts with the Council.

If at any time following application, you become aware through the receipt of a published report from the CQC that your nominated location is to receive an 'inadequate' rating against any of the CQC's five key questions, an overall 'inadequate rating', does not meet the published requirements under the Selection Criteria, or you become aware through the receipt of a published report from the CQC that your nominated location is to receive a second consecutive 'requires improvement' rating the Provider must inform the Council's Contract Management Team immediately. Until such time that nominated location receives a rating of 'good' or 'outstanding':

- The Council may apply the provisions of the Escalation Policy to the Provider.
- The Council may terminate the APL agreement with the Provider.
- In the event that the APL agreement is not terminated by the Council the Provider must provide any agreed CQC action plan. The action plan must show remedial actions for each of the five key questions which have a rating of 'requires improvement'. The Council will verify the information and must be satisfied that adequate remedial action is being taken. The Council may terminate the APL agreement with a Provider where it considers this not to be the case.
- The Council may terminate any Service Contracts with the Provider.
- The Provider will not be eligible to enter into new Service Contracts with the Council.

### *Consortia*

Each member of a consortium will be subject to the provisions above following appointment to the APL. The consortium must ensure that the CQC is satisfied with any arrangements for joint responsibilities in respect of Service delivery, particularly in regard to effectively; manage and access records.



With notice to the Council the consortium may be permitted to eject one or more members according to its consortium agreement without impact upon its Service Contracts, save for any impact of the loss of one or more nominated locations.

### **Future Developments of the CQC Approach**

During the period over which the APL will remain in effect the CQC may review and develop their methodology for registration and / or ratings.

As such the Council may review the requirements in this Paragraph 3.2.1 and align them to any new CQC requirements.

### **3.3 Contracts and Term**

Any Applicant admitted to the APL will sign an APL agreement establishing their status as a Provider and the broad contractual mechanism within which Services will be delivered. Where Services are commissioned the Provider will be awarded a Service Contract that encompasses service specific performance requirements, including Annual Service Development Plans. A Provider will have one APL Agreement but may have multiple Service Contracts that set out the Services they provide.

It is intended that the APL will remain in effect for 7 years with the option to extend for up to a further 3 years. Service Contracts awarded as call-off contracts from the APL will be up to 10 years in length, with initial periods, break points and potential extensions configured to balance the stability of care for Service Users and manage Provider performance.

## **4 SUBMITTING YOUR APPLICATION**

### **4.1 Electronic Applications – Oracle Fusion**

This Invitation to Participate was advertised as being available to potential Applicants through the Council's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal.

Applicants are required to submit their Application through this same portal, via the Sourcing module within their account:

[Fusion Supplier Portal - Lancashire County Council](#)

Use of this portal does not require the purchase of high specification IT equipment or connections, nor high level personal IT skills/capabilities. Access to the portal and advice/training is free of charge. However, please note the help and assistance provided is to assist Applicants on use of the e-tendering system and the assistance does not extend to basic IT skills or training. Unfortunately therefore we will not be able to assist non-PC users in how to use the e-tendering system.

Use of the Council's e-tendering system will benefit Applicants in terms of efficiency and cost savings when compared with hard copy Applications. The Council is committed to utilising this system for all current and future business/procurement opportunities. Users only need register (for free) with the system once to obtain long term access to the Council's tendering opportunities.

The Council's e-tendering system shall be used for conducting mini-competitions.

### **Support**

The contact details for advice or assistance relating to the use of the e-tendering system are:

#### **E-tendering Help Desk**

Telephone Number: 01772 534966

Normal support line hours are between 9am and 4.30pm, Monday to Friday

It is the responsibility of the Applicant or Provider to ensure that the contact information it has entered for its organisation within the Oracle Fusion Supplier Portal is accurate and kept up to date. Important notification messages relevant to this or other opportunities may not be received by an Applicant or Provider should the contact information be inaccurate. The Council cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by an Applicant or Provider.

If at any stage an Applicant or Provider needs to update the contact information held for its organisation this can be completed via the Oracle Fusion Supplier Portal. The Council is under no obligation to respond/follow up on automated 'out of office' responses that it may receive from an Applicant or Provider.

**Any queries regarding the Invitation to Participate or its Appendices should be directed via the e-tendering portal using the 'Message' function.**

### **Electronic Applications**

Please allow sufficient time to complete and submit your Application whilst you become familiar with the portal and how it operates.

All aspects (documents/attachments/responses) of the Application can and must be submitted via the e-tendering system.

The Council will not accept email or hard copy/paper Applications in relation to this process and you must make your Application electronically via the e-tendering portal.

You are not permitted to return by email or postal service any element of your Application. To do so may result in your Application being disqualified.

You *are* permitted to re-send your Application again electronically via the e-tendering portal should you realise you have made an error or submitted an incomplete application. You must return ALL of the documents again – not just the amended or extra documents along with a covering letter identifying the changes that have been applied. Your most recent Application will be taken as your final Application.

The Application must be clear, concise and complete. The Council reserves the right to mark an Applicant down or reject the Application if it contains any ambiguities, caveats or lacks clarity. Applicants should submit only such information as is necessary to respond effectively to this Invitation to Participate.

Applications will be evaluated on the basis of information submitted.

## **4.2 Applicants' Briefing**

A briefing for Applicants will be held as detailed in paragraph 3.1.4 Key Dates. All Applicants are recommended to attend one briefing. Please confirm who will be representing your organisation (name and status) via the e-tendering portal using the 'Message' function.

## **4.3 Pre- Application Clarifications**

The Council will endeavour to respond to all reasonable requests for additional information and to specific questions regarding this Invitation to Participate. If an Applicant wishes the Council to treat a question as confidential this must be clearly communicated. The Council will consider such requests and will contact the relevant Applicant concerned if it is unable to comply with the request.

Any requests for clarification, including minor points/detail or clarification must be submitted in writing through the e-Tendering system; via the 'Message' function. Written responses must be secured as a pre-requisite to an Applicant placing any reliance upon any responses. Oral information will not be held valid unless and until it has been confirmed in writing.

The Council will not engage in individual discussions with Applicants about the procurement process including but not limited to, the Specification and Price.

All clarifications will be published on the e-Tendering system in an open format (Applicant's identity will not be revealed).

The information provided in response to a clarification question and the clarification question will be communicated to all Applicants. Applicants are required to check for the Council's responses to clarification requests on a regular basis throughout the procurement.

Applicants are obliged to promptly notify the Council of any ambiguity, inconsistency or error which they discover that could impede their ability to submit a valid Application within the indicated timescale.

#### 4.4 Post-Application Clarifications from the Council

Should there be any element of your Application that requires clarification by the Council, provided that it is appropriate to do so, this will be requested via the 'Message' function on the e-Tendering system or via Email. The e-Tendering system will send an automated email notification to the Applicant's registered email address. A response date and time will be given of not less than 24 hours from the time of the clarification request being sent and any response must be submitted via the e-tendering messaging system to ensure that a clear audit trail is maintained. Your response will then be given consideration.

In the event the Council considers it appropriate to seek clarification in relation to any aspect of the Applicants Application, the evaluation of that aspect of the Applicant's Application will not be finalised until such time as the information requested by the Council has been provided or the deadline for the provision of the information specified in the request for clarification has expired (whichever occurs sooner).

#### 4.5 Simultaneous Competition, Consortia and Subcontractors

The Council requires all Applicants to identify whether and which subcontracting or consortium arrangements apply in the case of their Application, and in particular specify the share of the Services it intends to sub-contract, any proposed sub-contractors, and precisely which entity or entities they propose to be the Provider.

##### 4.5.1 Simultaneous Competition

Where an Applicant is affiliated to more than one bidding model for example; Consortia, Subcontracting arrangements, Special purpose vehicles, or as an individual Applicant, then the Applicant is under an obligation to ensure that such arrangements do not detract from its ability to service any Service Contracts awarded in the event that it is successful in being appointed under more than one bidding model.

##### 4.5.2 Consortia and Subcontractors

For the purposes of this Invitation to Participate, the following terms apply:

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of making an Application, but envisage that one of their number will be the Provider, the remaining members of that group will be subcontractors to the Provider.

- Subcontractors that will be relied upon to deliver Services must individually complete Parts 1 and 2 of the Selection Criteria Questionnaire. Notwithstanding that the Applicant will submit a composite response on behalf of all parties to Part 3 of the Selection Criteria Questionnaire, satisfactory responses must be received in respect of essential subcontractors in order for the Application to proceed to the evaluation stage.
- **Consortium arrangement.** Groups of companies come together specifically for the purpose of making an Application, but envisage that one of their number will act as a lead member, contracting directly with the Council. It is recognised that the Applicant need not necessarily be a single Applicant and that Applicants may wish to partner up to jointly provide the Services required. Please note the same expectations will be placed on the consortium as a single Applicant. The Council will consider Applications from consortia with the following caveats:
  - The Council will only contract with one lead member or a special purpose vehicle (a separate legal entity created by an organisation or organisations), who will need to be identified in section 1.2 of the Selection Stage Questionnaire;
  - All consortium members will have joint and several liability – each member is responsible for the actions and omissions of each other;
  - In the event of a consortium Application all members must be named and the Council reserves the right to approve the contractual relationship between the consortium members including but not limited to any applicable dispute resolution procedure;
  - Payments will be made by the Council to the lead member only. The lead member is then responsible for administering payments to the rest of the consortium members;
  - The performance of any consortium member will affect and apply to the entire consortium. Poor performance is the responsibility of the consortium and the Council may issue sanctions against the consortium based on the actions of one member;
  - Each member of the consortium must individually complete Parts 1 and 2 of the Selection Criteria Questionnaire. Notwithstanding that the lead member of the consortium will submit a composite response on behalf of all

consortium members to Part 3 of the Selection Criteria Questionnaire, satisfactory responses must be received in respect of all consortium members in order for the consortium to proceed to the evaluation stage.

- Parts 3 of the Selection Criteria Questionnaire must be completed by the lead member of the consortium on behalf of all consortium members.

#### **4.6 Warnings and disclaimers**

While the information contained in this Invitation to Participate is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Invitation to Participate (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Applicant. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If an Applicant proposes to enter into an APL Agreement with the Council, it must rely on its own enquiries and on the terms and conditions set out in these documents, subject to the limitations and restrictions specified in it.

Neither the issue of this Invitation to Participate, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into any contractual arrangement.

#### **4.7 Applicant conduct and conflicts of interest**

Any attempt by Applicants or their advisors to influence the procurement process in any way may result in an Applicant being disqualified. Specifically, Applicants shall not directly or indirectly at any time:

- Devise or amend the content of their Application in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Application, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Application.

- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from making an Application.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Applicant or Application.

Applicants are responsible for ensuring that no conflicts of interest exist between an Applicant and its advisers, and the Council and its advisers. Any Applicant who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

The use of a bid writer or similar service does not alleviate any requirement set out in this section. Where a bid writer or similar service is used the Applicant must take all reasonable steps to prevent the distortion of competition or conflicts of interest arising. As such Applicants may have a preference for bid writing services that offer exclusivity in the context of this procurement exercise.

## **5 ARRANGING SERVICES THROUGH THE APL**

### **5.1 Awarding Service Contracts**

There will be consideration to award new business via mini-competition, Service User choice or direct award according to the Call-Off Procedure at Appendix 6. Each call-off awarded will have the specific requirements refined in the Service Contract Data, the form of which is set out at Appendix 8.

### **5.2 Business Transition Arrangements**

The Council intends to take a flexible approach to procurement that will seek to minimise disruption to Service Users current care and support arrangements whilst being compliant with procurement regulations.

Many Service Users have stable care and support arrangements in place and it is envisaged that many will prefer to remain with their existing provider as their care and support provider under a new Service Contract, allowing a high proportion of the Providers the opportunity to retain much of their existing business. Independently of their Provider, the Service User, their carer(s), representative and/or advocate may require additional support in making a decision or applying the Mental Capacity Act where best interest decision making processes would be followed.

#### **5.2.1 Existing Business**

Existing business is anticipated to be retained by newly appointed Providers who have been successful in applying to the APL, largely on the basis of Service User choice.

Existing business remaining with the Service Users current Applicants is contingent upon:

- The Applicant having been successful in being appointed a Provider;
- The Provider agreeing to a Service Contract and Annual Service Development Plan; and,
- The Service User(s) concerned not wishing to transfer to another Provider.

This will enable a transfer of current business to a new APL Service Contract between the Provider and the Council, subject to the Council approving a Service Development Proposal which reflects the Council's strategic vision for adults and addresses desired service improvements for delivering better quality, more affordable care and support arrangements.

It is anticipated that existing services will be prioritised and gradually transitioned over a period of 18 months following the commencement of the APL Agreements.

### **5.2.2 New Business**

New business is expected to be in the minority when compared to the volume of existing business.

Service Contracts for new business awarded by mini-competition will be awarded on a price/quality weighting determined at the time in accordance with the Call Off Procedure.

Service Contracts for new business arranged in support of Service User choice will only proceed where it has been demonstrated the arrangements will meet requirements in respect of support and delivering value for money. This could include Service Users currently supported via direct payments.

Providers will be invited to participate in mini-competitions based on identified geographic areas of interest and/or specialism.

Situations may arise where a direct award of a service contract is necessary, such as cases of extreme urgency brought about by events unforeseeable by the Contracting Body in cases where there is insufficient time to conduct a mini-competition.

As with existing business, the Contracting Body will be permitted to fill voids in these Services without any further procurement activity.

Examples of new business to be commissioned by the Contracting Body include:

- Circumstances where a new supported accommodation Premises is created e.g. a new apartment based Premises.
- Circumstances where Service Users require a new Provider resulting from early termination in whole or in part of another contract, or the Contracting Body declining to extend a Service Contract e.g.



- Breakdown of Provider / Service User relationship
  - Provider insolvency
  - Decline in Provider CQC rating
  - Provider failure in performance (safeguarding / quality)
  - Provider failure in performance (remodelling / KPIs / required service improvements or cost reductions)
- Natural expiration of a Service Contracts

### **5.3 Price**

The Council considers that it is unrealistic to pursue any consideration as to how prices may be driven down.

For new business awarded by mini-competition it is the intention for Providers to compete on price. Though the Contracting Body may apply a ceiling price or a set price at its discretion.

For all other Services the Council intends to maintain the current approach of having a Standard Rate for Services.

The majority of Services will continue to operate on the Standard Rate, with a minority of Services subject to mini-competition each year, which may result in an alternative price.

Efficiencies will be achieved through implementing new ways to support people, reducing volume of support commissioned, and not by reducing the price paid for the support delivered.

As part of a response to any mini-competition Providers shall be assumed to have taken account of the implementation of the minimum wage as required under the National Minimum Wage Regulations 2015 (SI 2015/621 as amended in 2018 and from time to time thereafter) in the preparation of its Tender or acceptance of a Service Contract. Providers are also assumed to have considered their obligations referred to in Regulation 56(2) of The Public Contracts Regulations 2015, regarding compliance with applicable obligations in the fields of labour law. If there are any queries or clarifications regarding the breakdown, post application clarifications will be submitted to the Applicant in line with paragraph 4.4 of this Invitation to Participate. Failure to take into account cost increases reasonably foreseeable at the date of the mini-competition submission deadline or accepting a direct award may result in the disqualification of your Tender.

As part of a response to any mini-competition Providers shall be assumed to have taken account of the payment terms in the Service Contract found within asdp

Appendix Four: APL Agreement in the preparation of their Application.

### **5.4 Annual Service Development Plans (ASDP)**

A key driver in ensuring sustainable future Services is reviewing the volume and configuration of the Services. Providers will be required to produce an Annual Service Development Plan for each Service Contract to respond to the changing needs of existing Service Users, manage the growing problem of vacancies in shared houses, this may require alternative accommodation which reflects the Councils [Housing with Care and Support Strategy 2018- 2025](#). The form of Annual Service Development Plan is set out at Appendix 12.

Service Contracts awarded are likely to include an Annual Service Development Plan to be reviewed and updated against performance. The plan would have regard to service efficiency and improvement, developed and agreed between the Contracting Body and Applicant in respect of;

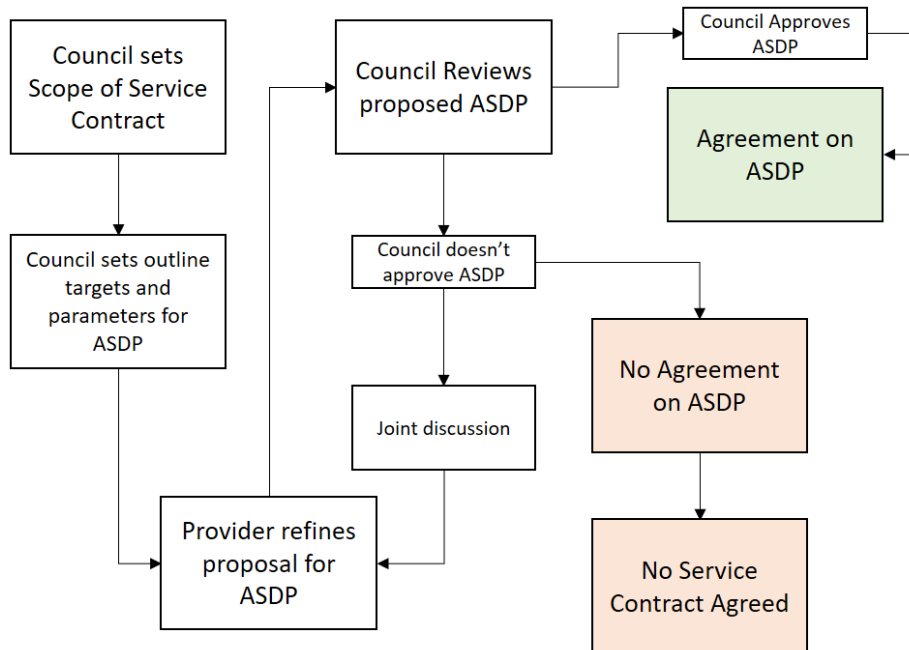
- The introduction of apartment Premises or other suitable accommodation types;
- Effective collaboration between Providers
- The appropriate reduction, removal or reconfiguration of night time support;
- The introduction of technology to reduce reliance on paid support;
- Any other appropriate reduction in care and support volumes utilising provider led reviews;
- Reducing costly or unnecessary under-occupancy;
- Moving Service Users into supported housing from residential services where appropriate;
- Decommissioning some 1, 2 and 3 bed properties or otherwise high cost Premises;
- The implementation of an annual time bound savings objective or objectives of between 1% and 20% of value depending on opportunity assessments; and,
- Any other measures the Contracting Body considers appropriate.

It is acknowledged that the proposed outcomes of each Annual Service Development Plan will likely be different from one Service Contract to the next. The development of new apartment accommodation will present opportunities for people to move out of their current setting to new purpose built apartment accommodation which could offer cost savings to the Contracting Body. There are over 250 two and three person tenancies which are under-occupied and/or no longer fit for purpose that need to be reviewed. In addition there is a need to understand the support delivered to 343 Service Users identified as living on their own. Some Service Users are known to have appropriate care and support and there are those which are in need of review.

The overall programme is envisaged to be delivered over the next 5 years. The Provider will review baseline information and outline targets set out by the Contracting Body once the scope of the Service Contract(s) in question is defined. The Provider will then refine a proposal to be recorded as an ASDP, which will then be agreed with the Contracting Body as part of a joint review process, likely agreeing a volume

reduction target based on service contract duration e.g. 10%/15% over 5 years. Where the Service Contract concerns Services subject to Business Transition the ASDP is required to be agreed with the Contracting Body within three months of notification by the Contracting Body of the baseline information and outline targets. Providers with multiple Service Contracts may consider the portability of one plan applied to several Service Contracts.

## ASDP Creation

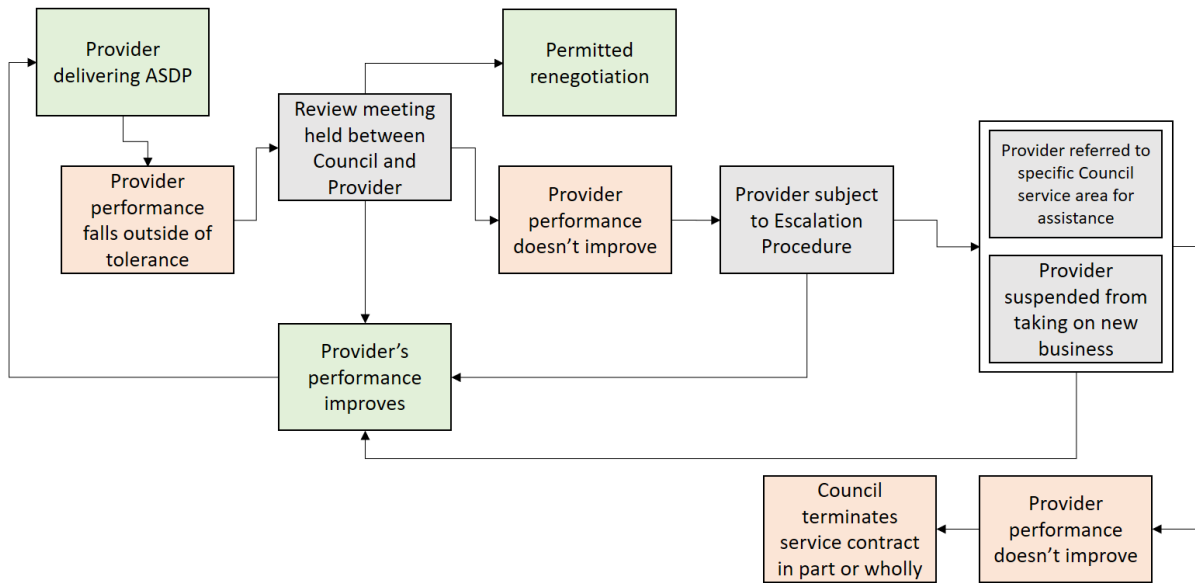


The Contracting Body reserves the right to explore a shared savings model, where all or a proportion of savings in excess of the savings objective would be retained by the Provider for the remainder of a period defined by the Annual Service Development Plan.

The Council will utilise a cross-functional team made up of Contract Management, Policy, Information and Commissioning and Adult Service teams to provide greater scrutiny of service delivery and the implementation of service development proposal/s.

### *Approach to ASDP Performance Management*

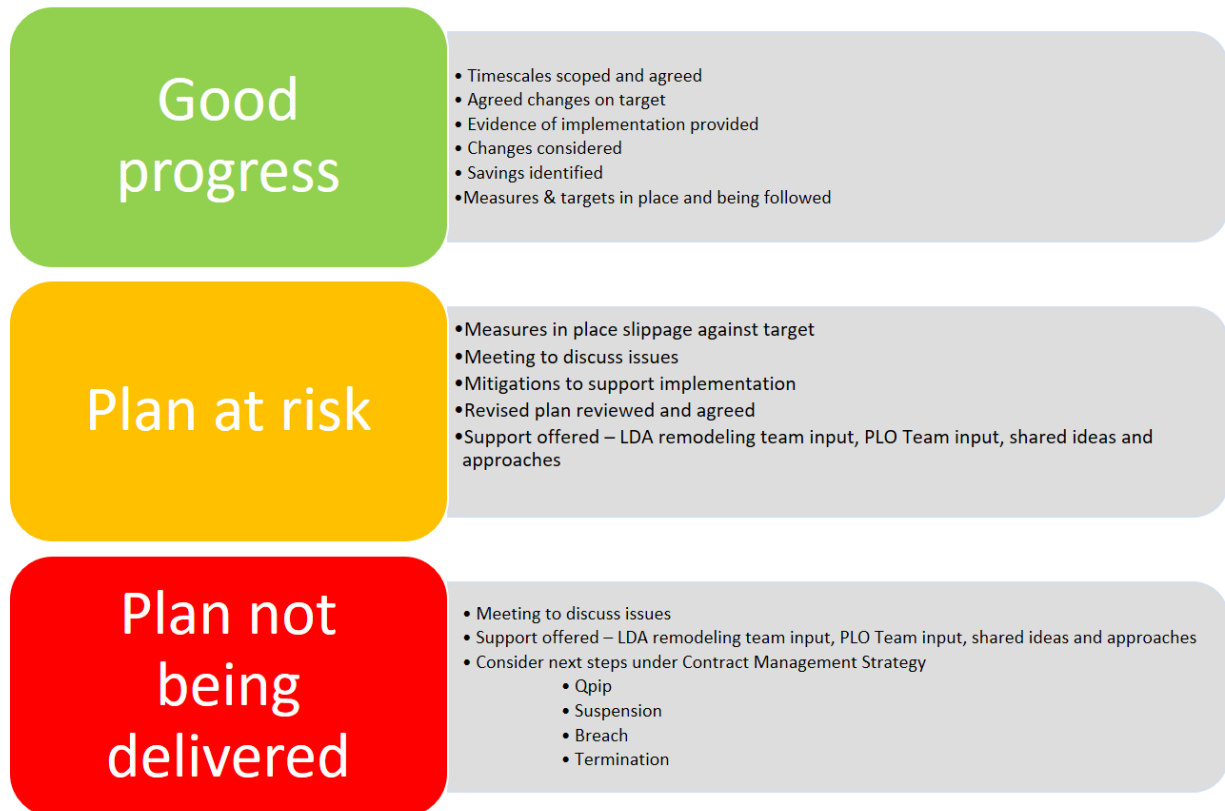
## ASDP Performance



The following metrics will be used, where applicable, to measure the performance of the Service in the context of the ASDP. There will be visibility of each of these measures by practitioner, team, area and Provider:

Measure	Target
Average weekly cost at commencement	-
Ratio of 1 to 1 hours cost in relation to the total weekly cost	To be agreed
Number of service users assisted to move on from shared housing to apartment Premises at lower weekly cost	To be agreed
Number of service users assisted to have more affordable care – reduction in weekly cost (these are IPC Brooks 6 steps proposals)	To be agreed
The proportion of adults with a learning disability who should be offered a programme to assist them achieve a higher level of independence.	<b>Target is at least 30%</b>
The proportion of adults recovering from mental ill-health who should have a programme to support their long term recovery that includes helping to both self-manage their symptoms and includes peer-support.	<b>Target is at least 70%</b>
The proportion of older people (over 65) in supported housing whose care needs have decreased from their initial assessment/latest review.	<b>Target is at least 15%</b>
The proportion of younger adults (18-65) in supported housing whose care needs may have decreased from their last review.	<b>Target is at least 66%</b>
The proportion of adults living in supported housing who are receiving individualised care and support with reduced levels of 1:1 support per week.	<b>Target is 10% or less of the total number</b>

Initially sanctions for non-performance would take the form of increased scrutiny and development of improvement plans, but could progress to Service Contract termination or the Contracting Body declining to extend Service Contracts in the most severe cases. It may therefore be the case that the Provider is subsequently excluded from bidding for those same Services or other Services at a mini-competition.



## 6 MANAGEMENT OF THE APL & SERVICE CONTRACTS

### 6.1 Contract Terms

By making an Application, Applicants are agreeing to be bound by the terms of this Invitation to Participate, the APL Agreement and the Service Contract without further negotiation or amendment.

The Council **cannot** accept any qualifications to this Invitation to Participate.

A qualification is a restriction or condition which the Applicant attaches to their Application.

Any qualifications recorded in the Application will result in your Application being disqualified.

All requests for clarification on any terms and conditions within this procurement must be made in writing in accordance with paragraph 4.3. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Key Dates at paragraph 3.1.4. The Council will consider whether any amendment to the terms and conditions is required. Any amendments shall be published through the Clarifications Log and shall apply to all Applicants.

No requests for clarifications can be made after the deadline for receipt of clarifications has passed.

In the event that the Council does not receive the signed APL Agreement within **10 Business Days** of it being sent to a successful Applicant following the decision to award, the Council reserves the right to disregard that Applicant.

## **6.2 Contract Management Procedures**

Contract Management procedures are set out within Appendix 5, Appendix 9, Appendix 10 and Appendix 11.

## **6.3 Payment Type, Terms & Processes**

Payment terms and payment processes shall be as per the Service Contract agreed between the Contracting Body and the Provider.

### **6.3.1 Payment Type**

The Council shall commission Services through the APL as 'care managed services', where the Council manages the personal budget of the Service User or as 'Individual Service Funds' (ISF) where the Provider manages the personal budget of the Service User.

Please refer to Service Specification 3.12 for further detail about ISF's and their governance. Please note that the Council is currently conducting a review of ISF arrangements. One option under consideration is to terminate ISF provision. Should this occur the ISF payment type will not be available for Services commissioned through the APL. ISF's may remain an option for service users depending on the outcome of the review process. The final terms and conditions governing their use will be made available when agreed and may become a schedule to any Service Contract issued. The following broad principles will likely apply in the event of their continued use:

- All expenditure will be subject to scrutiny and/or audit by LCC.
- The Provider will keep detailed records to make sure that the ISF is only spent on the individual and will make these available to both the person and the Council upon request.
- Providers taking payments via this method will be required to enter into a tripartite agreement with LCC and the service user governing these principles

- The ISF will be spent on meeting the eligible social care needs and will only be spent on services or items that are proportionate to need and are safe and legal.

### **6.3.2 Payment Terms & Processes**

As part of the ongoing review of the Council's payment processes, the Council is standardising the contractual terms across a range of services. This means that the Council will need to bring some care contract terms in line with the majority of our other contracts, specifically in relation to our payment terms. This will have the impact of decreasing the level of overpayments and subsequent corrections that arise as a result of changes to placements and care. Therefore during the business transition phase payment terms will be moved to 30 days in arrears. Further details will be issued prior to the changes commencing.

So as to limit the impact this may have on a Provider's cash flow in undertaking any transition of payment terms to 30 days in arrears, the Council reserves the right to:

- gradually shift payment terms over a number of months;
- make a one-off advance payment to be reconciled over a defined number of subsequent payment periods; or,
- any other appropriate method identified at the time of transition.

### **6.4 Price Reviews**

Price reviews will be strictly as set out in the Service Contract.

#### **6.4.1 Service Contracts subject to the Standard Rate**

The majority of Service Contracts will be subject to a Standard Rate identified by the Council. The Council will update the Standard Rate each year taking effect from the first day of April.

#### **6.4.2 Service Contracts not subject to the Standard Rate**

Service Contracts not subject to the Standard Rate may include those Service Contracts awarded by mini-competition, or any other occasion where the Contracting Body and Provider have agreed the Standard Rate will not apply. In Service Contracts awarded by mini-competition the price review mechanism shall be as set out in the Service Contract advertised as part of the mini-competition. In all other circumstances the Contracting Body and Provider shall agree upon the price review mechanism to be employed in the Service Contract.

### **6.5 Use of Contract by third parties**

The Council is carrying out this procurement on behalf of itself as principal and any other Contracting Body referred to in the contract notice. Such Contracting Bodies shall access the APL and may have a direct contractual relationship with an Applicant they appoint under the Call-Off Procedure.

The following Contracting Bodies or their successor organisations may arrange Service Contracts through the APL under the APL Access Agreement at Appendix 14:

- NHS Chorley and South Ribble CCG
- NHS East Lancashire CCG
- NHS Fylde and Wyre CCG
- NHS Greater Preston CCG
- NHS Morecambe Bay CCG
- NHS West Lancashire CCG
- NHS Blackpool CCG
- Blackpool Borough Council
- NHS Blackburn with Darwen CCG
- Blackburn with Darwen Borough Council

Contracting Bodies may:

- call off Service Contracts from the APL;
- be party to Service Contracts;
- monitor and manage Service Contracts;
- agree variations to Service Contracts they are party to; and/or,
- provide funding to the Council or another Contracting Body to be used to make payments to Applicants in respect of Service Contracts to which the Contracting Body is not a party.

## **6.6 Requirement for a Provider to Reapply for the APL**

Providers' circumstances may change during the period that the APL is in effect.

In the following circumstances Providers will be required to reapply:

- where the lead provider in a consortium changes;
- the Provider has had their APL Agreement terminated; or,
- a group of Providers wish to form a consortium.

Other circumstances will be considered on a case by case basis.

In the following circumstances Providers will not be required to reapply:

- where a non-lead provider is added to a consortium;
- where a non-lead provider in a consortium changes;
- where a sub-contractor is replaced (with the Contracting Body's permission); or
- where a sub-contractor is removed.

Other circumstances will be considered on a case by case basis.

## **7 FURTHER INFORMATION**

### **7.1 Volume Information provided by the Council**



Any volume information provided by the Council is based on usage from the current usage and is provided for guidance only. Contract volumes will increase and decrease throughout the life of the Contract and is dependent on the needs of the Service Users.

The Council cannot guarantee the volume of Services throughout the period of the Contract.

## 7.2 Links to Housing Strategy

The APL will be a key delivery mechanism for the Council's Housing with Care and Support Strategy 2018 – 2025. Please see the link for further information in respect of this strategy:

<http://council.lancashire.gov.uk/documents/s138807/Appendix%20A.pdf>

## The Supplier Incentive Scheme

The Council has undertaken an in-depth analysis of our purchase to pay processes in order to optimise them to drive efficiencies and provide additional benefits to our Providers. As a result of these investments the Council are able to offer an enhanced service to our suppliers through their Procurement, Finance and Accounts Payable departments. Providers will, therefore, be offered the opportunity to join the Supplier Incentive Scheme (SIS).

The benefits to your company are:-

- Improved cash flow through early payment of invoices – the target is to pay 10 calendar days after receipt of invoice
- Dedicated query resolution
- Enhanced channels of communication due to an improved P2P process
- Enhanced client satisfaction focusing on service delivery rather than transactional performance

The improvements in the P2P processes allow the Council to pay your invoices early. In return for paying ahead of the Council's standard 30 day terms, a small rebate is deducted. The rebate is calculated dynamically and is proportionate to the number of calendar days we accelerate your payment (the number of elapsed dates between the receipt of your invoice and the date it is paid). See Rebate Table below. The rebate is only applied if payment is made ahead of terms.

Please note the payment date is the date the payment leaves the Council's bank account and not the date it is received in the Provider's bank account.

Participation in the Supplier Incentive Scheme is optional. More details on the Supplier Incentive Scheme are available on request as well as a sample Supplier Participation Agreement found at Schedule 6 of Appendix 5.

The Council reserves the right to refine or remove individual features and benefits of the Scheme according to specific circumstances and at any time.

**REBATE TABLE**

Number of calendar days elapsed between the Calculation Trigger Date (Invoice Receipt Date) and the Invoice Payment Date	% of the amount owed that may be deducted and retained by the Council as the Rebate				
	Rebate offered:				
	<b>0.50%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>2.00%</b>
0	0.75%	1.50%	1.88%	2.25%	3.00%
1	0.73%	1.45%	1.81%	2.18%	2.90%
2	0.70%	1.40%	1.75%	2.10%	2.80%
3	0.68%	1.35%	1.69%	2.03%	2.70%
4	0.65%	1.30%	1.63%	1.95%	2.60%
5	0.63%	1.25%	1.56%	1.88%	2.50%
6	0.60%	1.20%	1.50%	1.80%	2.40%
7	0.58%	1.15%	1.44%	1.73%	2.30%
8	0.55%	1.10%	1.38%	1.65%	2.20%
9	0.53%	1.05%	1.31%	1.58%	2.10%
<b>10 - Target</b>	<b>0.50%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>2.00%</b>
11	0.48%	0.95%	1.19%	1.43%	1.90%
12	0.45%	0.90%	1.13%	1.35%	1.80%
13	0.43%	0.85%	1.06%	1.28%	1.70%
14	0.40%	0.80%	1.00%	1.20%	1.60%
15	0.38%	0.75%	0.94%	1.13%	1.50%
16	0.35%	0.70%	0.88%	1.05%	1.40%
17	0.33%	0.65%	0.81%	0.98%	1.30%
18	0.30%	0.60%	0.75%	0.90%	1.20%
19	0.28%	0.55%	0.69%	0.83%	1.10%
20	0.25%	0.50%	0.63%	0.75%	1.00%
21	0.23%	0.45%	0.56%	0.68%	0.90%
22	0.20%	0.40%	0.50%	0.60%	0.80%
23	0.18%	0.35%	0.44%	0.53%	0.70%
24	0.15%	0.30%	0.38%	0.45%	0.60%
25	0.13%	0.25%	0.31%	0.38%	0.50%
26	0.10%	0.20%	0.25%	0.30%	0.40%
27	0.08%	0.15%	0.19%	0.23%	0.30%
28	0.05%	0.10%	0.13%	0.15%	0.20%
29	0.03%	0.05%	0.06%	0.08%	0.10%
30	0.00%	0.00%	0.00%	0.00%	0.00%

**7.3 Confidentiality and Freedom of Information**

This Invitation to Participate is made available on condition that its contents (including the fact that the Applicant has received this Invitation to Participate) is kept confidential by the Applicant and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Applicant to submit an Application.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Applicants should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all Applicants' responses as confidential during the procurement process.

Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Council's transparency obligations.

Therefore, Applicants are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Applicant's competitive edge, has been clearly identified to the Council.

### **7.4 Publicity**

No publicity regarding the Services or the award of any agreements will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Application, its contents or any proposals relating to it without the prior written consent of the Council.

### **7.5 Council's rights**

The Council reserves the right to:

- Waive or change the requirements of this Invitation to Participate from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of an Applicant's Application.

- Disqualify any Applicant that does not submit a compliant Application in accordance with the instructions in this Invitation to Participate.
- Disqualify any Applicant that is guilty of serious misrepresentation in relation to its Application.
- Withdraw this Invitation to Participate at any time, or to re-invite Applications on the same or any alternative basis.
- Choose not to award any APL Agreements or Service Contracts as a result of the current procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### **7.6 Applicants Costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by an Applicant or Provider in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### **7.7 Social Value Policy**

The Public Services (Social Value) Act 2012 places an obligation on the Council to consider how what is being procured will improve the economic, social and environmental well-being of our local area. The Council is seeking to increase Social Value in all goods, works and services that it procures and therefore Social Value may form part of the Award Criteria evaluation. Details about what Social Value means to the Council can be found [here](#).

### **7.8 PREVENT DUTY FOR LOCAL AUTHORITIES**

The Applicant will have due regard to the need to prevent people from being drawn into Terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to:

<https://www.gov.uk/government/publications/prevent-duty-guidance>

### **7.9 TUPE Matters**

The Council considers that the terms of the European Acquired Rights Directive (77/187/EEC), Acquired Rights Directive (98/50/EC), Acquired Rights Amendment Directive (2001/23/EC) and/or The Transfer of Undertakings (Protection of Employment) Regulations 2006 (collectively called "TUPE" in the remainder of this

paragraph 24) may apply at mini-competition stage or any time a relevant transfer of services takes place. However, it is the responsibility of Applicants or Providers to form their own views in the light of their own independent professional advice. The applicability of TUPE is ultimately a matter in relation to which Applicants and Providers must reach their own decision. Applicants and Providers are advised to seek independent professional advice as to the effect of TUPE should their Tenders be successful.

At the relevant time the Council may be prepared to supply to Providers information which it has received from the current contractor in respect of the type of staff presently engaged in the provision of Services under the existing contract(s) in order to enable Providers to consider the formulation of the terms of their proposals, subject to such Providers who request such information, entering into a confidentiality agreement with the Council at the time of making any request, unless they have already done so. The Council gives no warranty as to the accuracy of such information.

It will be a condition of the Agreement that a Provider, shall undertake to supply such information as the Council may reasonably require in order to supply workforce information to Providers if the Services are retendered.

A Provider shall provide any successor or any potential successor contractor with any workforce information as may reasonably be required.

Subject to the foregoing, if TUPE is held to apply this will have (amongst others) the following consequences:

- the contracts of employment of the employees affected will not terminate but will continue as if originally made between each such employee and a successful Tenderer ('the Transferee');
- all rights, powers, duties and liabilities in connection with such contracts of employment will by law be transferred from the current contractor ('the Transferor') to the Transferee;
- any existing collective agreements will continue;
- continuance of trade union recognition for relevant employees;
- any dismissal will be unfair if the reason or principal reason for it is a TUPE transfer unless (amongst other things) the matters contained in Regulation 7 of TUPE can be established (economic, technical or organisational reasons);
- specified duties on the Transferor and Transferee to inform employees and consult the relevant employee representatives.

