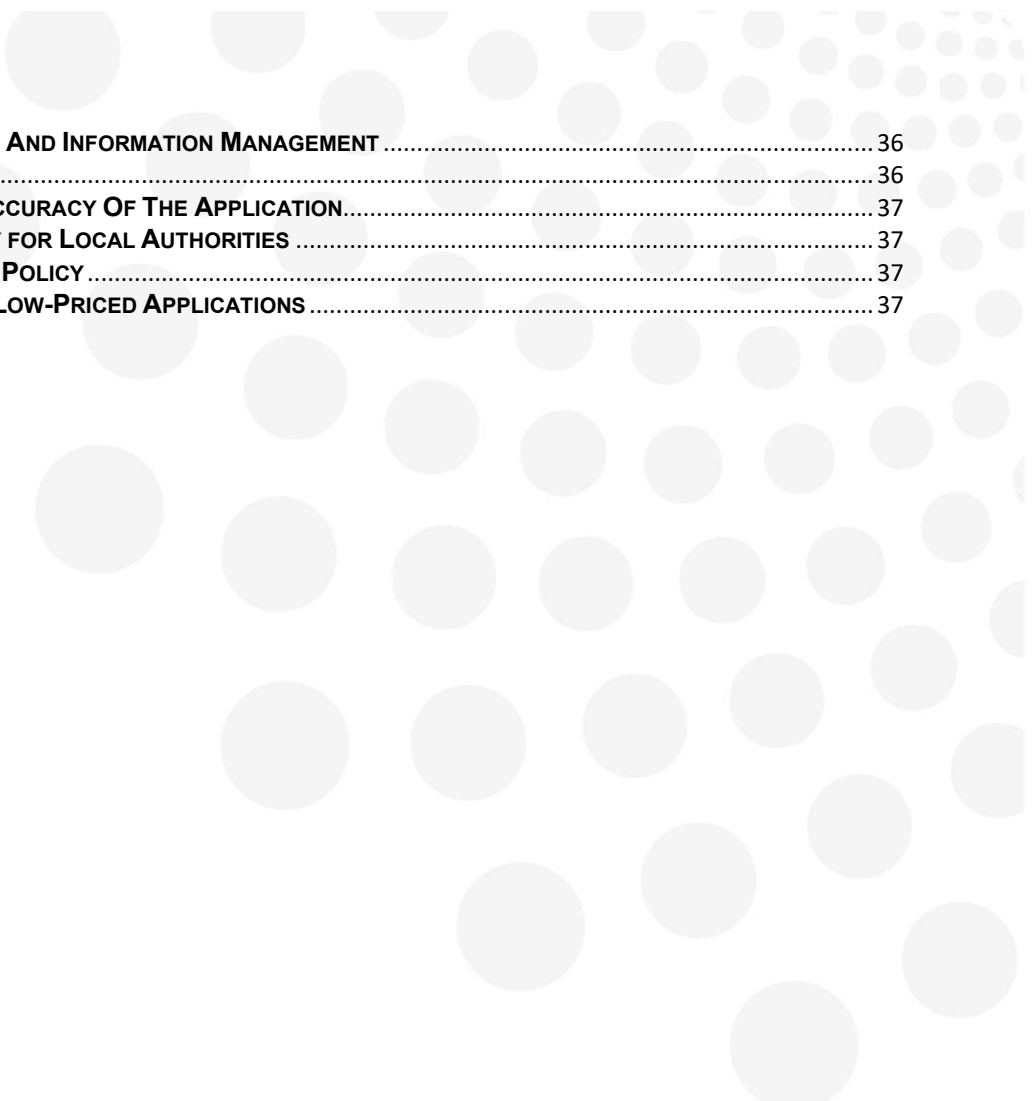


# Invitation to Participate

REFERENCE:	KS/CYP/LCC/21/1208
APPLICATION PROCESS FOR:	The Provision of Children's Home Services
APPLICATION RETURN DEADLINE:	Please see Section 4 of this document.

## Contents

<b>1</b>	<b>DEFINITIONS AND INTERPRETATIONS</b> .....	<b>5</b>
<b>2</b>	<b>INTRODUCTION AND BACKGROUND</b> .....	<b>8</b>
2.1	PURPOSE AND SCOPE OF THIS INVITATION TO PARTICIPATE.....	8
2.2	SUMMARY .....	8
2.3	SERVICE BACKGROUND.....	9
2.4	NEW ARRANGEMENTS FOR CHILDRENS HOME SERVICES .....	10
2.5	STAKEHOLDER ENGAGEMENT .....	10
<b>3</b>	<b>HOW THE PDPS WILL WORK</b> .....	<b>11</b>
3.1	TIERS WITHIN THE PDPS .....	11
<b>4</b>	<b>ESTABLISHING THE PDPS</b> .....	<b>13</b>
4.1	APPLICATION PROCESS .....	13
4.2	EVALUATION OF APPLICATIONS .....	15
<b>5</b>	<b>SUBMITTING YOUR APPLICATION</b> .....	<b>21</b>
5.1	DOCUMENTS TO BE RETURNED .....	21
5.2	CONSEQUENCES OF FAILING TO APPLY.....	21
5.3	ELECTRONIC APPLICATIONS – ORACLE FUSION SUPPLIER PORTAL.....	22
5.4	CHARACTER LIMITS .....	24
5.5	FORMALITIES.....	24
5.6	CLARIFICATIONS ABOUT THE SERVICES OR ITP.....	25
5.7	MESSAGE NOTIFICATIONS ON THE E-TENDERING SYSTEM.....	25
5.8	CLARIFICATIONS ABOUT THE CONTENTS OF THE APPLICATIONS .....	26
<b>6</b>	<b>ARRANGING SERVICES THROUGH THE PDPS</b> .....	<b>26</b>
6.1	CALL OFF ARRANGEMENTS WITHIN THE PDPS .....	26
<b>7</b>	<b>MANAGEMENT OF THE PDPS AND SERVICE CONTRACTS</b> .....	<b>26</b>
7.1	AGREEMENT/CONTRACTS TERM .....	26
7.2	BUSINESS TRANSITION .....	27
<b>8</b>	<b>FURTHER INFORMATION</b> .....	<b>27</b>
8.1	USE OF CONTRACT BY THIRD PARTIES.....	27
8.2	NOT IN USE.....	27
8.3	AWARD .....	27
8.4	SUBMISSION OF APPLICATIONS .....	27
8.5	AGREEMENT TERMS.....	28
8.6	DOCUMENTS FORMING THE AGREEMENT .....	28
8.7	SIMULTANEOUS COMPETITION, CONSORTIA AND SUBCONTRACTORS .....	29
8.8	WARNINGS AND DISCLAIMERS .....	31
8.9	CONFIDENTIALITY AND FREEDOM OF INFORMATION .....	32
8.10	PUBLICITY.....	33
8.11	APPLICANT CONDUCT AND CONFLICTS OF INTEREST .....	33
8.12	COUNCIL'S RIGHTS .....	34
8.13	BID COSTS .....	34
8.14	ALTERATIONS.....	34
8.15	INFORMATION .....	34
8.16	ANTI-COLLUSION .....	34
8.17	ENVIRONMENTAL POLICY STATEMENT.....	36
8.18	EQUALITY AND DIVERSITY .....	36
8.19	COPYRIGHT .....	36
8.20	PROCUREMENT PROCESS.....	36



<b>8.21</b>	<b>PERFORMANCE AND INFORMATION MANAGEMENT .....</b>	<b>36</b>
<b>8.22</b>	<b>GUARANTEES .....</b>	<b>36</b>
<b>8.23</b>	<b>ARITHMETIC ACCURACY OF THE APPLICATION.....</b>	<b>37</b>
<b>8.24</b>	<b>PREVENT DUTY FOR LOCAL AUTHORITIES .....</b>	<b>37</b>
<b>8.25</b>	<b>SOCIAL VALUE POLICY .....</b>	<b>37</b>
<b>8.26</b>	<b>ABNORMALLY LOW-PRICED APPLICATIONS .....</b>	<b>37</b>



Version Control

<b>Date Published</b>	<b>Version</b>	<b>Amendment Description</b>
	Original	-
24/01/2023	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:

"Action Plan"	means the plan that a Provider must provide to the Council where they have been given a compliance notice or Inadequate or Requires Improvement Judgement from Ofsted (or equivalent Regulatory Body), or a plan which the Provider must provide the Council where a Formal Improvement Notice has been served by the Council.
"Agreement"	means the Agreement set out at Appendix 1, to be finalised with the successful Applicants
"Applicant"	means the organisations who have not yet been appointed to the PDPS 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;
"Application"	means the Applicant's response to this Invitation to Participate.
"Application Deadline"	means the date upon which Applicants must submit their Applications in response to this ITP;
"Business Days"	means Monday to Friday excluding United Kingdom bank holidays;
"Call-Off Procedure"	means the method by which Service Contracts are awarded to Providers as set out within the PDPS Agreement, Schedule 2.
"Care Plan"	means the document drawn up where a Child is receiving Services from the Council, which contains information relating to the Child and their family, and Services must be provided to meet the needs of the Child in relation to future plans for them.
"Child/Children"	means Children and Young People being a CLA.
"Children Looked After (CLA)"	means a Child who is looked after by the Council as part of an interim or full call order or voluntarily through Section 20 of the Children Act 1989 updated 2004.
"Children's Home"/"Home"	a Provider's Home registered with Ofsted (or equivalent Regulatory Body) for the purposes of providing the Services under the Agreement.
"Clarifications Log"	means a list of clarifications and Council responses, published on the e-tendering portal;
"Contracting Bodies"	means the Council and such other bodies as are identified and/or described in the Find a Tender Notice.

"Council"	means Lancashire County Council
"CQC"	Means the Care Quality Commission
"Evaluation Criteria"	means the criteria Applications will be marked against as part of the Evaluation of this ITP, as further detailed in Appendix 6
"e-Tendering system"	means the Council's online system by which Applicants submit an Application via Oracle Sourcing or any successor system.
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"ITP"	means this Invitation to Participate
"Location Boundary"	means the locations identified within the Invitation to Participate document Section 4.2 Evaluation of Applications
"Offer"	means the Offer from the Provider to provide the Services.
"Ofsted"	means the Office for Standards in Education and any equivalent or other government body or agency which performs a similar function or succeeds or replaces it, or is transferred any of the functions of the Office for Standards in Education, or equivalent government bodies, during the Term.
"PCR 2015"	means the Public Contracts Regulations 2015 or any such regulation succeeding it;
"PDPS"	Means the Pseudo Dynamic Purchasing System
"Placement"	means the Home in which a looked after Child will live.
"Placement Request"	means a request for Offers from Provider(s) to deliver Placement(s);
"Price"	means the Price for the Services specified Appendix 4 exclusive of Value Added Tax (VAT) or such other price as may be agreed between the parties and evidenced in writing when purchasing the Services;
"Provider"	means the organisations who have been appointed to the PDPS 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.
"Quality Questionnaire"	means any quality questions as further detailed in Appendix 5 to be scored in accordance with Appendix 6
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or

	influence the matters dealt with in this Agreement or any other affairs of the Council.
"Services"	means all the services to be performed under the Agreement and shall where the context admits include any materials articles and goods provided together with the services
"Service Contract"	the legally binding Agreement at Appendix 1 for the provision of Services made between a Contracting Body and the Provider comprising: <ul style="list-style-type: none"> <li>(i) the Call-Off Terms and Conditions;</li> <li>(ii) the IPA (where applicable);</li> <li>(iii) the Service Contract Data and any documents Annexed to it (where applicable);</li> <li>(iiii) the Tender/Offer (where applicable)</li> </ul>
"Service Type Category"	as per Section 3.1 Tiers within the PDPS of this document
"Service User"	means any individual notified by a Council to the Provider as requiring the Services.
"Submission"	Means the Application submitted by the Applicant
"Timetable"	means the list of key dates for this procurement provided in this ITP, which may change from time to time;

- 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 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 body.
- 1.5 The list of contents and the headings to the parts and paragraphs of this ITP and to the Clauses and paragraphs of the schedules to this ITP are for ease of reference only and shall not affect the construction of this ITP.
- 1.6 The Schedules and Appendices form part of this ITP and will have the same force and effect as if expressly set out in the body of this ITP.



- 1.7 In the event of any inconsistency between the provisions of this ITP and any previously issued documents the provisions of this ITP 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 PDPS Agreement and Service Contract that will result from a successful Application.
- Sets out the Service Contract that could result from the PDPS 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 £530,000,000 - £670,000,000
Annual value of Services to be delivered is in the order of:	<p>The estimated annual contract value for the PDPS allows for cost increases during the term.</p> <p>The estimated annual contract value for placements made by Lancashire County Council is £35,000,000 – £45,000,000 depending on demand.</p> <p>The estimated annual contract value for placements made by Blackpool Council is £18,000,000 - £22,000,000 depending on demand</p>
PDPS Commencement Date:	01 August 2022
PDPS Expiry Date:	31 July 2032

Note: details of value or potential future uptake is given in good faith to assist you in submitting your Application. They should not be interpreted as an undertaking that this will be the value of the services and do not form part of the Agreement.

Applicants 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 Application. Applicants 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 this ITP. Failure to take into account cost increases reasonably foreseeable at the date of Deadline may result in the disqualification of your Application.

The spend may be less if the Council cannot make Placements via the PDPS and has to make Placements via other means.

### **2.3 Service Background**

The Council currently at the time of publishing, delivers 12 children's homes (7 x 6 bed mainstream homes; 3 smaller 3 bed homes; a 4 bed Adolescent Support Unit; and a short term crisis/ reception unit). In January 2021, it was agreed that the in-house children's residential service will be reshaped and expanded to 16 children's homes:

- 3 x 4 bed Adolescent Support Units (to provide outreach support and respite residential provision for families of young people on the edge of care to prevent unnecessary entries into care);
- 36 mainstream placements in 6 x 6 bed homes;
- 15 placements in smaller homes (5 x 3 bed homes)
- 2 x short term crisis/ reception unit

In addition in December 2021 it was confirmed that the Council had been successful in a bid to the DFE to develop an additional short to medium term children's home which will bring the total to 17 in-house children's homes.

Please note the number of children's homes which the Council delivers may change throughout the term of the Agreement.

Regulated agency children's home placements are currently sourced via the following mechanisms:

- a) Through a block contracting agreement, which has been in place since November 2019. Three providers have been commissioned to deliver a total of 24 block contract beds (8 block contract beds each - including a mix of mainstream, complex and solo placements). The number of beds delivered through the block contract agreement has the potential to be further increased (up to a maximum of 50 beds) based on need and individual provider performance.  
Please note the block contracting agreements may change throughout the term of the Agreement.
- b) Via Lancashire's Flexible Agreement, which has been in place since 1<sup>st</sup> August 2016 and runs until 31<sup>st</sup> July 2022. 35 residential providers with homes inside or within 20 miles of LCC boundaries are included on the Flexible Agreement. The Flexible Agreement is 'closed' meaning that new providers to the market have been

unable to join. **The Council is intending to Procure this PDPS to replace the current Flexible Agreement.**

- c) Lancashire is also named on the Placements North West Dynamic Purchasing System (DPS), which is used to source placements not able to be found through the block contract or Lancashire Flexible Agreement.
- d) Where the above options have been unable to source a placement, off contract providers are contacted and placements are spot purchased on an individual basis.

## 2.4 New Arrangements for Children's Home Services

The Council wishes to establish a PDPS which is a list of Children's Home Services Providers who are suitable, capable and experienced to deliver the required services. This will greatly improve options and ability to meet the needs of Children with appropriate services.

### *Benefits for Providers:*

- Providers don't have to demonstrate suitability and capability every time they wish to compete for a services.
- A PDPS is accessible for SMEs.
- Award of individual services for Children can be quicker than under some other procurement procedures.
- A PDPS remains open to new Providers throughout the period of the Agreement. This enables Providers who may not be able to meet the criteria at the time the PDPS is first established to review their processes, finances, capabilities and proposals and apply for acceptance onto the PDPS at a later stage.
- A Provider who fails to meet the criteria can reapply later if circumstances have changed (for example if their regulatory body rating improves).

The Council wants to encourage partnership working and more cohesive relationships with Providers. This should ensure the improved delivery of Services which are designed around the needs of Children so that they receive the right Services, from the right Provider at the right time.

Please see section 8.1 'Use of Contract by third parties' for further detail on any other Contracting Bodies.

## 2.5 Stakeholder Engagement

A provider engagement exercise was carried out via an online questionnaire in July 2021 seeking to understand their views of the proposed new commissioning arrangements for children's residential services in Lancashire.

Please see Appendix 8 for details regarding the proposals and the responses. **Please note the Council may have changed its approach in relation to the procurement since the provider engagement, therefore Applicants/Providers are advised not to rely on the provider engagement documents for information.**

### 3 How the PDPS will Work

The PDPS will establish one list in two Tiers. The Council will carry out an evaluation per Applicant, not per Home.

Applicants will be allocated to one of the two Tiers using the criteria set out within the procurement documents. Each Applicant will be evaluated for suitability to be included within PDPS on the basis of their Application.

Applicants should refer to the Evaluation of Applications section 4.2 of this ITP document for further information.

Please note: The Service Specification is at Schedule 1 of the Call off Terms and Conditions (Appendix 1)

#### 3.1 Tiers within the PDPS

The Council will determine at its sole discretion allocation of Applicants to Tiers with reference to the criteria set out below.

The Tiers within the PDPS will operate as follows:

##### Summary per Tier

<b>Tier 1</b>	
<b>Description</b>	Tier 1 Applicants will take part in a competitive process to be placed on Tier 1. The top ten highest scoring Applicants will be accepted onto Tier 1. Tier 1 Providers will likely receive the majority of Placement Requests before Tier 2 Providers. See Schedule 2 'Call Off Procedure' of the PDPS Agreement for further details.
<b>Qualifying Criteria</b>	Applicants must meet: 1. Selection Criteria, see the following sections below at: 4.2.1 'Selection Criteria for Tier 1 and Tier 2' and; 4.2.2 'Ofsted (or equivalent) Registration and Rating for ALL Applications (Tier 1 and Tier 2)' AND 2. Additional Selection Criteria see the following sections below: 4.2.3 'Selection Criteria for Tier 1 Applications ONLY' 4.2.4 'Tier 1 Additional Ofsted (or equivalent) Registration and Rating Requirements' AND 3. Applicants will need to take part in a competitive procurement see the following section below: 4.2.5 'Tier 1 Quality and Price Criteria'
<b>When you might move down</b>	See Schedule 6 of the PDPS Agreement 'Tiering System' for details.

<b>Tier 2</b>	
<b>Description</b>	<p>All Applicants that meet the Selection Criteria for Tier 1 and/or Tier 2 will be placed on Tier 2 unless they are successful in applying for Tier 1.</p> <p>The Council does not intend to restrict the number of Providers on Tier 2.</p> <p>Tier 2 Providers will likely receive the majority of Placement Requests after Tier 1 Providers.</p> <p>See Schedule 2 'Call Off Procedure' of the PDPS Agreement for further details.</p>
<b>Qualifying Criteria</b>	<p>Applicants must meet:</p> <ol style="list-style-type: none"> <li>1. Selection Criteria, see the following sections below at:               <ul style="list-style-type: none"> <li>4.2.1 'Selection Criteria for Tier 1 and Tier 2' and;</li> <li>4.2.2 'Ofsted (or equivalent) Registration and Rating for ALL Applications (Tier 1 and Tier 2)'</li> </ul> </li> </ol> <p>Please also see section 4.2.6 'Tier 2 Criteria' for information.</p>
<b>How you might move up</b>	<p>Only Providers on the Tier 1 reserve list can be moved up to Tier 1</p> <p>See Schedule 6 of the PDPS Agreement 'Tiering System' for details.</p>

## 4 ESTABLISHING THE PDPS

### 4.1 Application Process

The PDPS will be an open list: Applicants can apply to join during its term if the Applicant satisfies the requirements and is able to deliver the Service as described in the Specification. The PDPS will be open for new Applications from the date of publication of this Invitation to Participate to the Initial Application Deadline (see timetable below). Following the initial Application evaluation stage the PDPS will remain open for new Applications at any time during the PDPS term, however evaluations of new Applications will take place as detailed below.

The Council reserves the right to amend the evaluation dates, evaluation dates will be published on the Council's Oracle Fusion Supplier Portal as 'Message' or on any other format which the Council stipulates.

Any Application submitted after the Application deadline will be evaluated as part of the next evaluation period for the relevant Tier.

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 at the next evaluation.

Applicants are advised to regularly check the Oracle Fusion Supplier Portal for communications from the Council following the submission of their Application. The Authority may require further information from Applicants and failure to provide the information may result in the rejection of the Application.

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

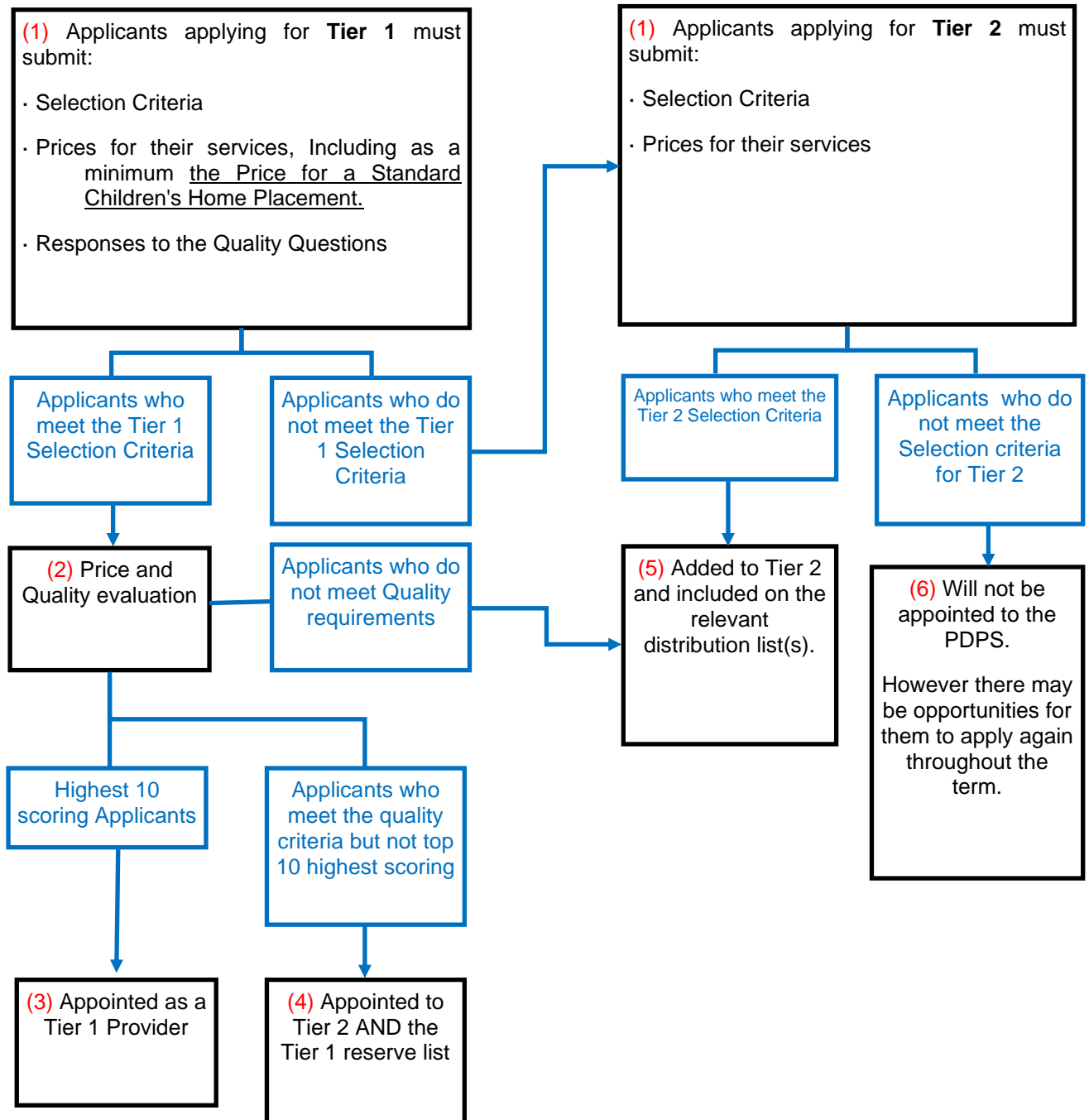
Providers are required to inform the Council immediately if they no longer meet the requirements of the PDPS including the Selection Criteria.

#### 4.1.1 Initial Application and Evaluation Process /Timetable

These dates are subject to change at the Council's sole discretion. Any significant changes to the 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 Messages function within the e-Tendering system. Dates communicated to Applicants via these means take precedence over the dates listed in the table.

<b>Initial Application Deadline</b>	15/03/2022 10am
<b>Initial Application Clarification deadline</b>	08/03/2022 12noon
<b>Outcome of Initial Application</b>	June 2022
<b>PDPS commencement date</b>	1 <sup>st</sup> August 2022

### 4.1.2 Applications and appointment to Tiers



(1) Applications—See Section 4.1 of the ITP for more information

(2) Price and Quality Evaluation— See Appendix 6 - Application Evaluation Criteria

(3) Tier 1 Provider—See the Specification (within the Call Off Terms and Conditions) for more information in relation to Tier 1 requirements

(4) Tier 1 reserve list— See the Specification for more information

(5) Tier 2 Providers—See the Specification for more information in relation to Tier 2 requirements

(6) PDPS—See Section 4 of the ITP for more information regarding Applications during the term of the Agreement.

### 4.1.3 Applications During the Term of the Agreement

Below is a summary of the expected evaluation periods, these are provided as a guide however evaluation dates will be published on the Council's Oracle Fusion Supplier portal as a 'Message' or on any other format which the Council stipulates. Please see Schedule 6 of the PDPS Agreement 'Tiering System' for information in relation to Applications during the term of the Agreement.

<b>Applications</b>	<b>Expected evaluation period</b>
New Applicants applying to join Tier 2	Every 3 months from the Commencement date
Existing Providers applying to add new types of provision	Every 3 months from the Commencement date
New Applicants applying to be on the Tier 1 reserve list	Every 12 months from the Commencement date

## 4.2 Evaluation of Applications

Applications will be evaluated in accordance with Appendix 6 – Application Evaluation Criteria.

### 4.2.1 Selection Criteria for Tier 1 and Tier 2

(the following criteria applies to all Applicants submitting an Application for Tier 1 or Tier 2).

In order to be accepted onto the PDPS at Tier 1 or Tier 2, Applicants will need to meet the Selection Criteria as set out by the Council including requirements to:

- meet the Selection Criteria set out at Appendix 3 Selection Criteria Questionnaire which includes  
Parts 1 and 2,  
AND  
Part 3 except 8.2b and 8.3 which are requirements for Tier 1 Applicants only.  
(See Appendix 3 - TIER 1 and 2 Selection Criteria Questionnaire) and
- Part 3 of the Selection Criteria Questionnaire 8.2a requires Applicants to meet the Tier 1 and Tier 2 Ofsted requirements, please see section 4.2.2 'Ofsted (or equivalent) Registration and Rating Requirements for ALL Applications (Tier 1 and Tier 2)' below.
- Applicants must ensure all Homes included in their Application are within the Location Boundary and are within one of the Location Boundary Post Code



areas listed below. Should it at any time transpire that any Home sits outside of the Location Boundary then the Home will be removed from PDPS.

Location Boundary post code areas

BB	Blackburn
BD	Bradford
BL	Bolton
CA	Carlisle
CH	Chester
CW	Crewe
FY	Blackpool
HD	Huddersfield
HX	Halifax
L	Liverpool
LA	Lancaster
LS	Leeds
M	Manchester
OL	Oldham
PR	Preston
SK	Stockport
WA	Warrington
WF	Wakefield
WN	Wigan

- Where a Provider no longer meets the Selection Criteria, they will be suspended and will no longer receive referrals, until such time that they demonstrate they re-meet the criteria.

#### 4.2.2 Ofsted (or equivalent) Registration and Rating Requirements for ALL Applications (Tier 1 and Tier 2)

Selection Criteria:

Applicants must be compliant with Ofsted and/or CQC expectations (as applicable). Applicants must be registered for each regulated activity they carry out.

For the avoidance of doubt, where the criteria states 'Ofsted', this also applies to equivalent organisations including CQC where the Home is regulated by CQC.

Applicants are required to list **ALL** of their Homes in the Location Boundary within Appendix 4 - Selection Criteria Additional Information and Pricing Schedule, and provide all required information within the 'Selection Criteria Additional Information - Registration and Rating' tab.

Please see Section 5.1 below 'Guidance on which Homes to include in your Application' for further information.

All Applicants must:

- have at least one Home within the Location Boundary which has an Ofsted rating of 'Requires Improvement' or above (*or equivalent CQC rating*) based on the most recent full inspection report.

For the avoidance of doubt, the Council has a policy of not making new placements in Homes which are rated as 'Inadequate'.

Applicants must maintain the required Ofsted (or equivalent) rating and registration requirements throughout the procurement process. Where the status of your Home(s) change, you must notify the Council immediately via the Oracle Fusion Supplier portal Messages function immediately. Where you cease to meet the requirements of the Agreement your Application will be disregarded.

Following Application Return Deadline:

If at any time following the Application Return Deadline, you become aware through the receipt of a published report from Ofsted (or equivalent) that you do not meet the published requirements under the Selection Criteria, you must inform the Council immediately via the Oracle Fusion Supplier portal Messages function. If the Council is not satisfied your Application meets the published requirements it will be disregarded.

Consortia Applications:

Each member of the consortium will need to complete Parts 1 and 2 of the Selection Questionnaire.

Where applicable, each member of the consortium subject to regulation by Ofsted (or equivalent) will be required to provide the Ofsted registration number and rating of their Home(s) (or equivalent). (Recorded on – Appendix 4 - Selection Criteria Additional Information, Registration and Rating tab.)

For the consortium to pass all members subject to regulation by Ofsted (or equivalent) must meet the requirements detailed herein.

All members must maintain the required rating throughout the procurement process and notify the Council immediately via the Oracle Fusion Supplier portal Messages function immediately when they become aware.

Post Award:

The terms and conditions of the Agreement will apply if at any time following award the Provider becomes aware through receipt of a published report from Ofsted (or equivalent) that they no longer meet the requirements they must inform the Council immediately, and the applicable provisions of the Agreement will be engaged.

For further guidance in relation to the regulation of Children's home's please see the gov.uk website:

[Introduction to children's homes - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

During the period over which the PDPS will remain in effect the Regulatory Body may review and develop their methodology for registration and / or ratings. As such the Council may review the requirements and align them to any new Regulatory Body requirements.

#### 4.2.3 Selection Criteria for Tier 1 Applications ONLY

In order to be eligible to apply to be on Tier 1, Applicants must:

- meet the Selection Criteria set out above at section 'Selection Criteria for Tier 1 and Tier 2' (4.2.1) and Part 3, 8.2b and 8.3 which are requirements for Tier 1 Applicants only.  
(See Appendix 3 - TIER 1 and 2 Selection Criteria Questionnaire)
- Part 3 of the Selection Criteria Questionnaire 8.2b requires Applicants to meet the additional Ofsted requirements, Please see 'Tier 1 Additional Ofsted (or equivalent) Registration and Rating Requirements' section 4.2.4 below.
- Part 3 of the Selection Criteria Questionnaire 8.3 requires Applicants to meet both of the following requirements from at least one of the Homes which meets the Selection Criteria requirements for Tier 1 (including be within the Location Boundary). Applicants must:  
be able to deliver 'standard children's home placements' (i.e. placements which do not have to include therapy and/or education), **AND**:  
be able to offer Placements through this PDPS (i.e. at least some of the Placements within the Home can be accessed by the Contracting Bodies and are not for the exclusive use of other Local Authority(ies), from the same Home.

#### 4.2.4 Tier 1 Additional Ofsted (or equivalent) Registration and Rating Requirements

Selection Criteria:

For the avoidance of doubt where Ofsted is referred to, this also applies to the Care Quality Commission (CQC) where a Home is registered with CQC.

Applicants must list **ALL** of their Homes in the Location Boundary within Appendix 4 - Selection Criteria Additional Information and Pricing Schedule at tab 'Selection Criteria Additional Information - Registration and Rating', and include all of the required information.

Applicants must meet the following 65% rule to achieve a Pass for the Ofsted (or equivalent Regulatory Body) Rating Selection Criteria:

- No less than 65% of all of the Applicants Homes within the Location Boundary can have a 'Good' or 'Outstanding' overall rating according to Ofsted (or equivalent Regulatory Body).

PLEASE NOTE – additional requirements regarding the Home(s) which Applicants intend to deliver the Services from are included within the Service Specification.

For example if an Applicant has six Homes with the following ratings, 80% of their Homes have a rating of 'Good' or above, therefore the Applicant meets the '65% rule' requirement.

Home	Rating	% of Homes	Evaluation
Home 1	Excellent	20%	Rating of 'Good' or above
Home 2	Good	20%	Rating of 'Good' or above
Home 3	Good	20%	Rating of 'Good' or above
Home 4	Good	20%	Rating of 'Good' or above
Home 5	Requires Improvement	20%	Rating below 'Good'
Home 6	Not yet Rated	N/A	N/A
<b>% of Homes with rating 'Good' or above</b>		<b>80%</b>	

For the avoidance of doubt; in relation to the requirement only Homes which have had at least one published inspection report available on the Ofsted (or equivalent Regulatory Body) website will count towards the 65% rule.

Where the Regulatory Body rating of your Home(s) changes during the procurement process, you must notify the Council immediately via the Oracle Fusion Supplier portal Messages function. Where you cease to meet the requirements of the Agreement your Application will be disregarded.

**Following Application Return Deadline:**

If at any time following the Application Return Deadline, you become aware through the receipt of a published report from Ofsted (or equivalent) that you no longer meet the published requirements in relation to this under the Selection Criteria or do not meet the criteria in any other way, you must inform the Council immediately via the Oracle Fusion Supplier portal Messages function. If the Council is not satisfied your Application meets the published requirements it will be disregarded.

**Consortia Applications:**

Each member of the consortium will need to complete Parts 1 and 2 of the Selection Questionnaire.

Where applicable, each member of the consortium subject to regulation by Ofsted (or equivalent) will be required to provide the Ofsted registration number and rating of their Home(s) (or equivalent). (Recorded on – Appendix 4 - Selection Criteria Additional Information, within the 'Selection Criteria Additional Information - Registration and Rating' tab.)

For the consortium to pass all members subject to regulation by Ofsted (or equivalent) must meet the requirements detailed herein.

All members must maintain the required rating throughout the procurement process and notify the Council immediately via the Oracle Fusion Supplier portal Messages function of any changes immediately when they become aware.

Post Award:

The terms and conditions of the Agreement will apply if at any time following award the Provider becomes aware through receipt of a published report from Ofsted (or equivalent) that they no longer meet the '65% rule' they must inform the Council's Contract Management Team immediately, and the applicable provisions of the Agreement will be engaged.

#### **4.2.5 Tier 1 Quality and Price Criteria**

In order to be accepted onto Tier 1, Applicants will need to take part in a competitive procurement opportunity. The criteria for Tier 1 will include a quality element, and a Price element.

Applicants who meet the requirements for Tier 1 will be ranked from highest to lowest with the highest scoring Applicants offered a position in Tier 1.

The Council intends to appoint the 10 highest scoring Applicants who are eligible to Tier 1.

Please see the following documents for further information:

- Appendix 6 - Application Evaluation Criteria
- Appendix 5 – TIER 1 Only Quality Questionnaire
- Appendix 4 – Pricing Schedule tab

#### **4.2.6 Tier 2 Criteria**

For the avoidance of doubt, in order to be accepted onto Tier 2, Applicants will not need to take part in a competitive procurement opportunity, and there will be no restriction on the number of Providers on Tier 2.

Prices submitted by Tier 2 Applicants will be taken into account when assessing best value offers at Call-off. Tier 2 Applicants will not need to complete the Quality Questionnaire.

## 5 SUBMITTING YOUR APPLICATION

### 5.1 Documents to be Returned

The completed documents that will form the Application to be returned by the Applicant via the e-Tendering system, prior to the Application Deadline for the initial evaluation, or throughout the Agreement are:

Document	Appendix	Applicant to Submit
Selection Criteria Questionnaire Part 1 and 2	3	One per Applicant / all members of a consortium / essential sub-contractors must submit.
Selection Criteria Questionnaire Part 3	3	One per Applicant / If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.
Reference response emails	3a	Up to three per Applicant – please see instructions in selection criteria questionnaire
Selection Criteria Additional Information and Pricing Schedule	4	One per Applicant  All Applicants must complete all tabs regardless of the Tier they are applying for
Tier 1 Quality Questionnaire	5	One per Applicant if you are applying for TIER 1
Application Declaration	7	One per Applicant

#### **Guidance on which Homes to include in your Application.**

Please see instructions for the completion of Appendix 4 within Appendix 6 – Application Evaluation Criteria:

- 'Registration and Rating' - Application instructions at Stage 1, 'Section 8 – Additional Questions'

And

- 'Price Submission Instructions' at 'Stage 2 Evaluation Criteria – Price'

### 5.2 Consequences of Failing to Apply

The PDPS will remain open to new Applicants for its duration. However, Applicants who are not appointed to the PDPS, whether this be through a failed Application or the Applicant not submitting an Application;

- shall not be eligible to enter into any PDPS Service Contract with the Council; and,
- shall not be eligible to take part in any competition/call off

### 5.3 Electronic Applications – Oracle Fusion Supplier Portal

This ITP 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 Application submissions. 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.

Please read the information and instructions carefully. Failure to follow the instructions in the ITP documentation may compromise the integrity of any subsequent Application and incomplete proposals may be deemed non-compliant. Any non-compliant proposal will be excluded from the evaluation process.

Applicants who decide after the Application Return Deadline not to proceed with their Application are requested to inform the Council's Lead Procurement Officer via the messaging function within the e-Tendering system.

#### **Electronic Applications**

The Application Return Deadline will be detailed on the e-tendering system. Please allow sufficient time to complete and submit your Application whilst you become familiar with the portal and how it operates. **No extensions will be given to the Application Return Deadline due to any potential Applicant being unfamiliar with, or making mistakes in respect of the portal.**

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 Application returns in relation to this Application and you must submit your Application electronically via the e-tendering portal.

If you are not able to access any of the documents advised as enclosed with this ITP document then please contact the Council's Lead Procurement Officer immediately



via the e-Tendering system messaging function. It is the responsibility of Applicants to ensure that they have all of the documents included with this ITP.

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 bid as long as you re-submit it before the Application Return Deadline. You must return ALL of the documents again – not just the amended or extra documents. 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 exclude them from the procurement if its Application contains any ambiguities, caveats or lacks clarity. Applicants should submit only such information as is necessary to respond effectively to this ITP.

Applications will be evaluated on the basis of information submitted.

The following requirements must be adhered to when submitting Applications:

- Where documents are embedded within other documents, Applicants must upload separate copies of the embedded documents.
- The Application must be in English and drafted in accordance with the drafting guidance set out in this ITP.
- Each Application must be uniquely named or referenced.
- A table of contents must be provided.
- The Quality Questionnaire Application must be in Microsoft Word.

Where the Applicant is a company, the Application must be signed by a duly authorised representative of that company.

Where the Applicant is a consortium, the Application must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

### **Support**

Oracle Fusion Supplier Portal is the replacement to iSupplier Portal. All existing active suppliers to the Authority will be automatically registered in Fusion.

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



Further guidance on Applications is detailed within Appendix 6- Application Evaluation Criteria.

It is the responsibility of the Applicant to ensure that the contact information it has entered for its organisation within Oracle Fusion is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by an Applicant 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.

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

**Any queries regarding the tender documents or the tender content should be directed via the e-tendering portal using the 'Messages' function.**

#### **5.4 Character Limits**

The Council reserves the right to set a limit upon the size of an Applicants response to any question, including those in the Tier 1 Quality Questionnaire by setting a maximum limit to the number of characters per question response. Where a limit is set, this will be indicated in the question *and will include spaces*.

Where a character limit has been set for a question, please use the table provided at the end of each response to indicate a character count (the number of characters in the response). When specifying your character count you must include all characters used as part of your answer to that question, including spaces and those characters contained within any **tables, flow charts, maps, process diagrams, pictures and spreadsheets**.

Applicants are reminded that undefined or unclear abbreviations may render their response ambiguous and unable to achieve a higher score that might otherwise have been awarded.

In circumstances where the character limit has been exceeded the Council reserves the absolute discretion to take such action as it deems appropriate and proportionate which may include curtailing responses to the published character limit (and discarding the remainder) or disqualification of the Application in its entirety.

Where it appears that a Applicant has tried to gain an unfair advantage and distort competition the subsequent Application may be deemed non-compliant. Any non-compliant Application will be excluded from the evaluation process.

#### **5.5 Formalities**

All documents comprising the Application (as per the table at Section 5.1) must be completed and uploaded to the e-tendering portal by the Application Return Deadline.

## 5.6 Clarifications about the Services or ITP

Any clarifications relating to this ITP must be submitted through the e-tendering portal. The Council will respond to all reasonable clarifications as soon as possible through publishing the Applicants' questions and the Council's response to them on the e-tendering portal (**Clarifications Log**).

If an Applicant wishes the Council to treat a clarification as confidential and not issue the response to all potential Applicants, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Applicant who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all potential Applicants.

The deadline for receipt of clarifications relating to the Services or this ITP is set out in the Timetable. Applicants are advised not to rely on communications from the Council in respect of the Services or ITP unless they are made in accordance with these instructions.

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.

Requests for clarification will be accepted until the date specified in the Timetable in this ITP.

The Council will not guarantee that any requests made after the clarification deadline will be answered.

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 immediately via the Oracle Fusion Supplier portal Messages function of any ambiguity, inconsistency or error which they discover that could impede their ability to submit a valid Submission within the indicated timescale.

The Council may stipulate clarification deadlines for future Application deadlines, however Applicants are advised to provide sufficient time for the Council to respond before the Application deadline, otherwise the Council may not be able to provide a response before the Application deadline.

## 5.7 Message Notifications On The E-Tendering System

**Applicants are advised not to rely on the notification function within the e-tendering system. Applicants are responsible for ensuring they are kept up to date with any changes and Messages sent to them.**

Contact details for advice or assistance relating to the use of the Council's e-Tendering system are:

- Oracle Fusion Supplier support – 01772 534966 9:30am-4:00pm.
- [PIM@lancashire.gov.uk](mailto:PIM@lancashire.gov.uk)

## **5.8 Clarifications about the contents of the Applications**

The Council reserves the right (but is not obliged) to seek clarification of any aspect of an Applicants Application during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.

Applicants are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Application non-compliant.

Should there be any element of your Application that requires clarification by the Application evaluation panel, provided that it is appropriate to do so, this will be requested via the 'Messages' function on the e-Tendering system or via Email. The e-Tendering system will likely send an automated email notification to the Applicant's registered email address. A response date and time will be given of not less than 48 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 made available to the formal Application evaluation panel for further consideration, where appropriate.

In the event the Council considers it appropriate to seek clarification in relation to any aspect of the Application that aspect of the Application will not be awarded a final score 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).

## **6 Arranging Services Through the PDPS**

### **6.1 Call Off Arrangements within the PDPS**

Please see Schedule 2 of the PDPS Agreement 'Call-Off Procedure' for information.

## **7 Management of the PDPS and Service Contracts**

### **7.1 Agreement/Contracts Term**

Any Applicant admitted to the PDPS will sign a PDPS 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. A Provider will have one PDPS Agreement but may have multiple Service Contracts that set out the Services they provide.

It is intended that the PDPS will remain in effect for 10 years. Service Contracts awarded as call-off contracts from the PDPS will be for as long as required.

## **7.2 Business Transition**

Lancashire Children or other Contracting Body's Children who are placed within Homes as at 31 July 2022 will continue under the terms and conditions that are in place at that date. Should any Home, that currently has Lancashire or other Contracting Body's Children placed with them be unsuccessful in their Application submission to be included within the new PDPS, the Child will be permitted to remain in the Home under the existing terms and conditions and financial arrangements, unless the Council has any concerns with regards to the delivery of quality services. The terms and conditions of this new PDPS will apply to all new Children placed in Homes via the PDPS with effect from 1 August 2022.

The focus within the PDPS will be on quality and creating a culture of co-production and partnership working that will lead to excellent quality services to support the Contracting Bodies cohort of looked after children.

## **8 Further Information**

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

The following authority has expressed an interest in purchasing through the Agreement:

- Blackpool Council

This Pseudo Dynamic Purchasing System for the provision of Children's Home Services is for use by Contracting Bodies identified in the contract notice and any successor council as defined in The Local Government (Structural Changes) (Transfer of Functions, Property, Rights and Liabilities) Regulations 2008 to the Contracting Authorities.

### **8.2 NOT IN USE**

### **8.3 Award**

The Council may award Agreement(s)/Contract(s) on the basis of an Application submitted in accordance with the instructions within this document.

Agreement/Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Agreement(s)/Contract(s) will be entered into. Once the Council has reached a decision in respect of a Contract award, it will notify all Applicants of that decision.

### **8.4 Submission of Applications**

The Application must meet the Council's requirements, operate as a standalone Application and not be dependent on any other Application or any other factors external to the Application itself. That is, the Application must be capable of being accepted by the Council in its own right.

### **8.5 Agreement Terms**

The draft Agreement that the Council proposes to use is attached at Appendix 1. By submitting an Application, Applicants are agreeing to be bound by the terms of this ITP and the Agreement and Service Contract(s) without further negotiation or amendment.

The Council **cannot** accept any qualifications to this ITP.

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

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

All requests for clarification on any terms and conditions within this Application must be made in writing in accordance with this ITP. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable. 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 Agreement/Contract within **10 Business Days** of it being sent to the successful Applicant following the decision to award the Contract, the Council reserves the right to disqualify the Applicant and if applicable, award the Contract to the Applicant submitting the next highest scoring bid.

### **8.6 Documents forming the Agreement**

The following documents shall form part of the Agreement between the Council and the successful Applicant:

- Agreement and its schedules.
- Service Contract(s)
- Specification.
- Schedules (such as service levels, relevant policies and so on).
- The selection criteria and additional information, and pricing schedule completed by the Applicant
- Responses to requirements OR Quality Questionnaire responses as completed by the Applicant

- A list of commercially sensitive information (as completed by the successful Applicant).
- The Invitation to Participate Document and its Appendices.

### 8.7 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 Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

#### 8.7.1 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 contracts awarded in the event that it is successful in being appointed under more than one bidding model.

Applicants can create and submit an entirely separate submission to their original submission, if they choose. But where Applicants revise their original submission for a new Application the Council's Oracle Fusion Supplier system is programmed to automatically archive the original submission, by way of understanding that subsequent submissions override all previous submissions.

The Oracle Fusion Supplier system does support suppliers to submit multiple bids during any one occurrence, although this may potentially cause technical issues (on the Oracle Fusion Supplier system) further into the procurement process where an Applicant may need to be selected for mini-competitions.

Therefore the recommended method to submit multiple bids, when submitting as an individual Applicant and also as the lead organisation (of a separate bidding model) would be by registering your organisation and the other bidding model(s) as separate entities on our Oracle Fusion Supplier system. In this example the individual Applicant could be registered as 'supplier A' and the other bidding model could be registered as 'supplier A and supplier B'.

Should Applicants require further assistance with this, the Council's Procurement Information Management (PIM) team can assist via 01772 534966 or [pim@lancashire.gov.uk](mailto:pim@lancashire.gov.uk).

#### 8.7.2 Consortia and Subcontractors

For the purposes of this ITP, the following terms apply:

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider,

but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the :

- Essential subcontractors 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 bidding for appointment as the Service. It is recognised that the Applicant need not necessarily be a single economic operator 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 Service. The Council will consider Applications from consortia with the following caveats:
    - The Council will only contract with one lead member or special purpose vehicle, 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 bid 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;**
      - Please ensure the agreement includes as a minimum;
      - o A joint and severance liability clause
      - o Specific provisions relating to circumstances where the consortium is found to be at fault in its delivery of the services, up to and including provisions for a worst case scenario such as the negligent death of a service user are necessary
      - o Any applicable dispute resolution procedure.
- Please note:** All Applicants bidding as a consortium will be required to provide a Consortium Agreement, including those with the same parent company.
- 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 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.

Amendments to Consortia and Similar Arrangements Provided that the continuation of an Applicants participation in the procedure does not mean that other Applicants are placed at a competitive disadvantage, Applicants are advised of the following permitted amendments to consortia and similar arrangements:

1. In the event that a member of a group of economic operators, for example, a member of a consortium and/or sub-contractors or a party to a special purpose vehicle ceasing to be a member of the bidding model (e.g. fails the Selection Criteria or ceases trading), the lead member will have the opportunity to continue their Application with the member(s) who met the Selection Criteria. The lead member will be required to:
  - Confirm that the elements of the Application subject to the evaluation of the Award Criteria are unaffected;
  - give assurances that the amended bidding model will meet the requirements of Service delivery;
  - consider the withdrawal of the Application where the requirements of Service delivery will not be met; and,
  - consider replacing the sub-contractor(s) / consortium member(s) that have failed the Selection Criteria as required, provided that the new member(s) meet the Selection Criteria.
2. In the event that the lead member of a group of economic operators, for example, a member of a consortium and/or sub-contractors or a party to a special purpose vehicle ceasing to be a member of the bidding model (e.g. fails the Selection Criteria or ceases trading), the remaining members of the bidding model may continue with their Application by electing a new lead member. The new lead member will be required to:
  - Confirm that the elements of the Application subject to the evaluation of the Award Criteria are unaffected;
  - give assurances that the amended bidding model will meet the requirements of Service delivery;
  - consider the withdrawal of the Application where the requirements of Service delivery will not be met; and,
  - consider admitting new sub-contractor(s) / consortium member(s) provided that they meet the Selection Criteria; and,
  - resubmit the Selection Criteria Questionnaire including for the new bidding model and include a Selection Criteria Questionnaire concerning any new members, for evaluation by the Council.

## 8.8 Warnings and disclaimers



While the information contained in this ITP 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 ITP (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 a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Agreement/Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITP, 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 a contractual arrangement.

Neither the receipt of this document nor any information contained in it or distributed with it or subsequently communicated to any person is or is to be taken as constituting the giving of investment advice by the Council or any Representatives. The Council reserves the right at any time;

- to change its procedures and/or criteria or processes for procurement for this project;
- not to follow up this document in any way and/or to withdraw from the process;
- not to award an Agreement; or
- to alter the timetable for the procurement process to Agreement award.

No expense incurred by any person will be reimbursed and neither the Council nor any of their Representatives will as a result be liable in any way to any person.

## **8.9 Confidentiality and Freedom of Information**

This ITP is made available on condition that its contents (including the fact that the Applicant has received this ITP) 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 a 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 has provided Applicants with the opportunity to identify any information they would consider to be exempt as part of their Application in the Quality Questionnaire for the relevant Application. 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 in the template provided in the Award Criteria Questionnaire.

### **8.10 Publicity**

No publicity regarding the Services or the award of any Agreement/Contract 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.

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

Any attempt by Applicants or their advisors to influence the contract award process in any way may result in the 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 submitting 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 the Applicant and its advisers, and the Council and its advisors. 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 services that offer exclusivity in the context of this procurement exercise.

### **8.12 Council's rights**

The Council reserves the right to:

- Waive or change the requirements of this ITP 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 ITP.
- Disqualify any Applicant that is guilty of serious misrepresentation in relation to its Application, expression of interest, the PQQ or the Application process.
- Withdraw this ITP at any time, or to re-invite Applications on the same or any alternative basis.
- Choose not to award any Agreement/Contract or Lot, Category or Tier 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.

### **8.13 Bid costs**

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

### **8.14 Alterations**

The Council reserves the right to make changes of a drafting nature to this ITP and any other documentation which must be accepted without reservation. Applicants will be notified of any and all changes as soon as is possible.

### **8.15 Information**

Each Applicant is responsible for obtaining all information necessary for the preparation and Submission of its Application; and all costs, expenses, statutory fees and liabilities incurred by each Applicant in connection with this ITP and with the preparation and Submission of any Application shall be borne by that Applicant.

### **8.16 Anti-Collusion**

Applicants must confirm in their Applications that they are submitting a bona fide Application and must certify that this is the case in the Application Declaration set out in the Application Documents. The Council shall be entitled to disqualify any Application where it has contravened the anti-collusion requirements. Where in its reasonable opinion the Council considers that an Application exhibits characteristics indicative of anti-competitive practices which are likely to distort competition, the Council reserves the right to conduct such investigations as in its absolute discretion it deems appropriate. In the event that the Council's investigations conclude that anti-competitive practices are likely to have occurred, the Council shall be entitled to disqualify any affected Applications from further consideration.

The Council will recover the amount of any losses it has suffered if a successful Applicant is found subsequently to have contravened the anti-collusion requirements or if any person employed by or acting for them, has done or does any of the following:

- Committed an offence Under the Prevention of Corruption Act 1889-1916; OR Commits an offence under the Bribery Act 2010; OR
- Gives or offers a fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

The Council will not regard as “collusive” any bona fide discussions or disclosure of information of the contents of these documents or of any communications or discussions with the Council between one or more Applicants held solely for the purpose of submitting a joint Application.

Where Applicants commission support from third party bid writers in the development of their bid, they should take reasonable steps to avoid allegations of collusion with other Applicants.

Any Applicant who, in connection with these Contracts/Agreement:

- Fixes or adjusts its Application by or in accordance with any agreement or arrangement with any other Applicant (other than a member of its own consortium);

Or

- Enters into any agreement or arrangement with any other Applicant that it shall refrain from making an Application as to the price set out in its Application;

Or

- Offers or agrees to pay or give or does pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Application or proposed Application any act or omission;

Or

- Communicates to any person other than the Council the amount or approximate amount of any price in its proposed Application (except where such disclosure is made in confidence in order to obtain

quotations necessary for the preparation of the Application for insurance or a contract guarantee bond);

may be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Applicant may attract).

### **8.17 Environmental Policy Statement**

The Council has adopted a positive stance with regard to the protection of the environment. Details can be found on:

<http://www.lancashire.gov.uk/council/strategies-policies-plans/environmental/environmental-policy-statement.aspx>

### **8.18 Equality And Diversity**

The Council wishes to put its values into practice by being an exemplary employer and to take a lead in combating discrimination and promoting equality of opportunity throughout Lancashire. To do that we will embrace equality and diversity as a central part of all that we do. Details can be found at:

<http://www.lancashire.gov.uk/corporate/web/?siteid=5580&pageid=30516&e=e>

### **8.19 Copyright**

All recipients of this ITP are reminded that copyright in this document and any attachments is vested in the Council. Therefore any recipient shall not reproduce in any material form (including photocopying or storing it in any medium by electronic means) all or any of this ITP without written permission of the Council other than for use strictly for the purpose of preparing its Submission.

### **8.20 Procurement Process**

Applicants will be deemed to understand the process which the Council is required to follow under European and domestic legislation (particularly in relation to public procurement rules).

### **8.21 Performance And Information Management**

Applicants are directed to pay particular attention to the Council's requirements in respect of management information, Key Performance Indicators, monitoring and reviews in the terms and conditions.

### **8.22 Guarantees**

The Council may have qualified the Applicant on the assumption that, where the Applicant is an operating company, it will be guaranteed by the parent company. As a

result, the Council may require each Applicant to confirm the identity of the guarantor of its obligations under any Agreement(s). This guarantor should be the ultimate parent company of the Applicant, except in exceptional circumstances. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

### **8.23 Arithmetic Accuracy Of The Application**

If the Council suspects that there has been an error in the pricing of the Application, the Council reserves the right to seek such clarification as it considers necessary from the Applicant.

### **8.24 Prevent Duty for Local Authorities**

The Service Provider 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 this link.

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

### **8.25 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 at:

<https://www.lancashire.gov.uk/media/898255/approved-social-value-policy-and-framework.pdf>

### **8.26 Abnormally Low-Priced Applications**

Under Regulation 69 of Public Contracts Regulations 2015, if an Applicant returns what appears to be an abnormally low-priced Submission (Application) or has failed to take provide evidence of taking into account any year on year cost increases widely known at the time of submitting a Application, the Council reserves the right to request an explanation in writing from the Applicant of the offer or those parts which it considers contribute to the offer being abnormally low. The Council will take account of the evidence provided and will subsequently verify the Submission or parts of the offer appearing abnormally low with the Applicant. Only at the end of this clarification period taking into account the individual facts, will the Council decide whether the offer should be rejected or not. Any Applicant must return the clarifying information within

48 hours (or such other period of time that may be agreed by the Council) of receipt of a request from the Council, via the e-Tendering system.

