

# Invitation to Participate

REFERENCE:	RFQ 15315157
APPLICATION PROCESS FOR:	<b>Provider List for Break Time, Day Time and Night Time Services for Children and Young People with Disabilities.</b> Lot 1a Break Time Lot 1b Break Time Plus Lot 2a Day Time Short Breaks Lot 2b Day Time Personal Care Lot 3 Night Time Overnight Short Breaks Lot 4 Intensive Positive Behaviour Support
CONTRACT REFERENCE:	KH CYP/LCC/21/1065



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### Version Control

<b>Date Published</b>	<b>Version</b>	<b>Amendment Description</b>
17/09/21	Original	-
31/01/22	V2	Amended for reopening of the Provider List
19/01/23	V3	Updated Electronic Application Returns with Oracle Fusion information

## 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:

"Annual Break Time Parent Carer Registration"	Means the registration process parents/carers will follow to ensure access to the Break Time Services under Lot 1a is only by children and young people who fit the eligible criteria as per the Service Specification.
"Authority"	means Lancashire County Council;
"Applicant"	means the organisations who have not yet been appointed to the Provider List (PL) and where applicable this shall include the service provider's employees, Sub-Contractor, agents, representatives, and permitted assigns and, if the service provider is a consortium or consortium leader, the consortium members;
"Application"	means the Applicant's response to this Invitation to Participate, a Request to Participate;
"Applicant Return Deadline"	means the date upon which Applicants must submit their Applicant in response to this ITP, to be communicated via the e-tendering portal;
"Call Off Quality and Price Score"	means the total of quality score attached for the following questions which will be used in the call off procedure: Lot 1a, 1b – Q1,2 &5 Lot 2a, 2b ,3, - Q1 &2 Lot 4 – Q1, 2 & 6 Together with the price score calculated from the Service Provider Charges See Appendix 5 for more details
"Child's Plan"	A plan which follows a Child and Family Assessment and identifies support and care needs, how these needs will be met and outcomes for the child, young person and family.
"Quality Stage Questionnaire"	means any project-related assessment questions as further detailed in Appendix 4, to be scored in accordance with Appendix 5;
"Business Transition"	means the process relating to transferring Services allocated under the previous arrangements onto the new Provider List;
"Business Days"	means Monday to Friday excluding United Kingdom bank holidays;

"Clarifications Log"	means a list of clarifications and Authority responses, published on the e-tendering portal;
"Evaluation Criteria"	means the Quality and Price criteria Applicants will be evaluated against, as further detailed in Appendix 5;
"e-Tendering system"	means the Authority's online system by which Applicants submit an Application Oracle Sourcing Supplier or any successor system;
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"ITP"	means this Invitation to Participate;
"Charge/price"	means the submitted price/Charge for the Services specified Appendix 3a 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 List Agreement"	means the Provider List Agreement at Appendix 1a, which is intended to be offered at the conclusion of this ITP;
"SEND"	means Special Educational Needs and Disabilities;
"Services"	means all the services to be performed under the Provider List Agreement and shall where the context admits include any materials articles and goods provided together with the services;
"Service Contract"	means the Service Contract set out at Appendix 1b, which is intended to be offered to a Provider List Service Provider upon the Authorities request to deliver Services. It will be a call-off contract to the Provider List Agreement;
"Service Provider"	means the organisation or organisations delivering the Service;
"Service User"	Child/young person and their adult parent/carer(s);
"Timetable"	means the list of key dates for this procurement provided in section 3 of this ITP, which may change from time to time;
"TUPE"	means Transfer of undertakings (Protection of Employment) Regulations 2006 SI2006/246) or any such regulation succeeding it;

- 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 Provider List Agreement and Service Contract that will result from a successful Application.
- Sets out the Service Contract that could result from the Provider List 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 £30,800,000
Annual value of Services to be delivered is in the order of:	In the order of £4,400,000, though this is anticipated to increase: <ul style="list-style-type: none"> <li>• with annual price uplifts; and/or</li> <li>• commissioning of Service that fall under the scope of this Provider List.</li> </ul>
Service User Categories:	Predominantly: Children/young people with Special Educational Needs and Disabilities (SEND) which include: <ul style="list-style-type: none"> <li>• autistic spectrum Disorder</li> <li>• complex social communication disorders</li> <li>• severe or profound learning disability</li> <li>• severe physical disability</li> <li>• substantial degree of sensory impairment</li> <li>• other complex medical health conditions</li> <li>• children with learning disabilities unable to access mainstream activities</li> <li>• Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD)</li> </ul>
Provider List Commencement Date:	April 2022
Provider List Expiry Date:	April 2027 with an option to extend this Agreement on one or more occasions, save that the length of this Provider List Agreement shall not exceed a maximum of 7 years.

*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 Contract.*

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 Application Return Deadline may result in the disqualification of your Application.

### 2.3 Service Background

Short Breaks Services ("the Services") are essential for children with disabilities, their parents and their carers, to ensure better outcomes and to prevent escalation of their needs, where possible.

The term 'short breaks' describes services that help adult parent/carers to more effectively provide care for their disabled child by providing them regular breaks so that

- they can meet the needs of other children in the family;
- they can study or take part in leisure activities themselves; or
- carry out day to day household tasks

Previously the Authority commissioned these Services through two separate framework agreements (Lancashire Break Time and Community Short Breaks). **This procurement is to establish one open Provider List of approved Service Providers to deliver all the required Services. All existing providers are positively encouraged to apply.**

The Lots within this new Provider List have been developed to cover the range of Services available and have been grouped to align to the service area types and Service User's needs, The table below shows how the new arrangements will replace the old. More detailed information can be found below regarding the new Provider List arrangement.

1a	Break Time	Formerly Lancashire Break Time
1b	Break Time Plus	New service area
2a	Day Time Short Breaks	Formerly Community Short Breaks
2b	Day Time Personal Care	
3	Night Time Overnight Short Breaks	
4	Intensive Positive Behaviour Support	New service area

#### **Break Time**

To give background, due to the impact of COVID-19 pandemic and the associated lockdown restrictions the accuracy of information in 19/20 cannot be relied on and so for the purposes of this ITP attendance data from 2018-19 has primarily been used. A total of 1,204 children and young people participated in Lancashire Break Time activities between 1 April 2018 and 31 March 2019, attending 72,791 activity hours. This equates to an average of 60 hours per child or young person. The range of hours



accessed by individual children and young people the range of hours accessed by individual children and young people was between two and more than 643 hours.

The Authority has a current annual budget of approximately £1.1 million.

Please note there is no guarantee for the level of Service to be offered via this Provider List Agreement and this information is to be used as a guide only.

### **Break Time Plus**

Currently the Lancashire Break Time criteria does not allow children and young people who have an assessed need to be able to attend groups and activities through the current break time commissioning arrangements. In response to parent/carer and provider feedback Break Time Plus has been introduced.

Please see below detail for new arrangements for Break Time Plus.

### **Day Time and Night Time**

Day time and night time short breaks are currently provided where it is determined these are required, following a social care assessment that considers the needs of the whole family, including siblings, parents and carers, as well as the child or young person's needs. The level of support and type of short break a family may receive following an assessment varies, as it is based on the outcome of the assessment and the assessed needs of the individual.

The Authority currently spend approximately £2.9 million per annum:

Short Breaks Day Time – approx. £1,250,000

Short Breaks Personal Care - approx. £1,050,000

Short Breaks Overnight/Night Time – approx. £600,000

Please note, there is no guarantee for the level of Service to be offered via this Provider List Agreement and this information is to be used as a guide only.

### **Intensive Positive Behaviour Support**

These Services are not currently commissioned via the current short breaks arrangements.

Please see below detail for new arrangements for Intensive Positive Behaviour Support.

## **2.4 Provider List - New Arrangements for These Services**

### **Benefits of the new Provider List**

The Authority wishes to establish an open Provider List of Break Time and Short Breaks Providers who are suitable, capable and experienced to deliver the required services. This will greatly improve choice and the ability to meet the needs of children and young people with appropriate services.

*Benefits for Services Providers:*

- Service Providers don't have to demonstrate suitability and capability every time they wish to compete for a Services.
- A Provider List is more accessible for SMEs.
- Award of individual Services for children and young people can be quicker than under some other procurement procedures.
- A Provider List remains open to new Service Providers throughout the period of the agreement. This enables Service Providers who may not be able to meet the criteria at the time the Provider List is first established to review their processes, finances, capabilities and proposals and apply for acceptance onto the Provider List at a later stage.
- A Service Provider who fails the selection and minimum quality criteria can reapply later if circumstances have changed (for example if it gains new skills or experience or regulation rating improves).
- A Service Provider may apply for as many Lots for which it is suitable.

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

In addition, the intention of the procurement is to ensure all Service Providers are operating at the required level of quality and so only those that meet selection criteria and minimum quality criteria will be awarded a place on the Provider List and invited to offer to deliver the Services.

Services in the scope of this Provider List will be commissioned via the Provider List. **This will be done in various ways as per the Call Off procedures within the Provider List Agreement (see procurement document Appendix 9 and 10). All existing providers of the above services are positively encouraged to apply, see section 3.5 and 4.2 of this ITP.**

### **Stakeholder Engagement**

This work took place both before and during the COVID-19 pandemic. As the consultation and engagement coincided with the COVID-19 pandemic it was sometimes difficult to engage in person with providers, parent and carers, children and young people. This work has taken place over a programme of activity which included surveys, face to face meetings and workshops to understand their views of the proposed new short break offer.

Service providers have been engaged to inform them of the new commissioning intentions and prepare them for the procurement, this was carried out via a questionnaire and virtual engagement events. Slides and question and answers were published for all potential providers to access.

Please see Appendix 8 for details.

**Details of any further engagement events will be found within the tender advert using the following link: [View tender opportunities - Lancashire County Council](#)**

### **Which Services will be Commissioned via the Provider List?**

Services can include group activities, day, evening, overnight support and weekend activities. They can last just a few hours to a few days, and occasionally longer, depending on the needs of the child and their family.

The Services commissioned from the Provider List are listed below and will support the Authority in fulfilling its statutory duty to provide a full range of Short Break Services to children/young people with Special Educational Needs and Disabilities ("SEND") which is sufficient to assist their primary carers to continue to provide care or to do so more effectively.

Children/young people will be at the centre of the Services, giving them the flexibility, choice and control that they choose.

A set of common outcomes have been developed which all Provider List Service Providers must stretch and aspire to achieve, seeking to add value to children's experiences and outcomes and to close the gap of disadvantage and disproportionately poor outcomes and achievements for children with disabilities

*The Authority cannot guarantee the volume of Services throughout the period of the Provider List Agreement.*

**Service Providers who are accepted on to the Provider List in all Lots will have their Service details displayed via the Local Authority's SEND Directory of Services ([SEND Local Offer Directory](#)) and Local Offer to enable parents and carers to see the Break Time and Short Breaks services available to them. Service Providers will be responsible for updating their details on the directory.**

See Service Specifications within the Appendix 2, 2a - j or further details of the required Services.

#### **Lot 1a Break Time**

*Group-based social, leisure and sports activities which can include evening activities such as youth groups, weekend activities and school holiday clubs.  
For children with disabilities with **an unassessed need.***

The Authority agreed a 'Review and Redesign' of Lancashire Break Time Services, these services will now be known as Break Time from 2022. Key changes include the eligibility criteria, maximum number of hours per year per child or young person (78 hours funded by the Authority), and parent contribution of a minimum £2 an hour paid directly by the parent/carers to the Service Provider. Parents/carers will be required to also fund the cost of any activities, entrance fees and transport.

This Service can be accessed by children and young people with SEND, subject to eligibility criteria. It is anticipated that the service user group will be children and young

people with SEND who are unable to access mainstream or universal settings with or without additional support.

Eligible children/young person can access up to 78 hours of Break Time activity within a financial year. Hours cannot be carried over to the next financial year. This will be reviewed annually and may be subject to change.

The Break Time Providers can also deliver sessions outside of these allocated hours but this would need to be under a private arrangement paid by the parent/carer, and outside the scope of this Provider List. The Authority would not have any responsibility for this.

The main aim of Lot 1a is to provide activities for children and young in a safe and supported environment, helping them to interact with new people and experience a range of new activities whilst offering them and their parents a short break from their caring responsibilities.

It is expected that Service Providers will plan activities with the children and young people in order to reflect their interest and ensure their needs are met. Activities may range from, for example, arts/crafts, computers skills, gaming, coding, drama, dance and music, accessible sports, fishing, day trips, lego building and sessions that promote independence skills.

The Service Provider should cater to the needs of Service Users and offer activities which are of interest to and are appropriate for different age groups such as: 4-11 years, 11-16 years and 16 plus.

Services will have flexible hours of operation and will be accessible out of school hours on term time weekdays, during weekdays, at weekends and during school holidays as required.

The minimum parent contribution will be reviewed annually and may be subject to change.

The Authority has a set budget per year to provide these Services and are seeking Service Providers to deliver a range of activities in a way which allows the Authority to offer as many unique children and young people and their families a break.

Groups activities must be a **minimum of 2 hours** and group sizes as a **minimum must be 6 or more** children and young people with SEND

### **Commissioning Break Time Services – Annual Block Booking**

It is not possible at this stage to know the exact requirements of the service volumes each year, it will be variable and dependent upon uptake of the Service by parent carers, Service Provider capacity and availability of funding from the Authority.

However, Services for Lot 1a Break Time under this arrangement are intended to be awarded in one of five Call Off methods, but it is anticipated that ordinarily the Services will be arranged via the Annual Block Booking process.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 9) for more details of how Services will be commissioned.**

**Please see Appendix 3a for the maximum hourly rate payable by the Authority to the Provider.**

Please note that the Authority's outdoor education centres are not required to submit an application for this ITP but will be agreeing to the same terms, specification and will have their details displayed on the Local Authority's SEND Directory of Services and Local Offer. For the avoidance of doubt all schools that provide these services who wish to join the Provider List to deliver these Services must apply.

**Lot 1b Break Time Plus**

*Group-based social, leisure and sports activities which can include evening activities such as youth groups, weekend activities and school holiday clubs. For children with disabilities who have **an assessed need***

It has been recognised the benefits that Break Time groups and activities can provide children and young people, and that the current Break Time criteria excludes some children who would benefit from these activities and groups but who are looked after or who receive short breaks through a social care plan of support, the new Break Time Plus Service is intended to enable children and young people to access a group activity or club, funded through their social care plan, providing an enhanced level of choice and flexibility for families in how their needs are met.

The aims and expectations of the Break Time Plus Service are the same as Break Time Service.

The Authority has a set budget per year to provide these Services and are seeking Service Providers to deliver a range of activities in a way which allows the Authority to offer as many unique children and young people and their families a break.

Groups activities must be a **minimum of 2 hours** and group sizes as a **minimum must be 6 or more** children and young people with SEND

As with Break Time, parent/carers will contribute a minimum £2 an hour paid directly by the parent/carer to the Service Provider and also fund the cost of any activities, entrance fees and transport.

Services will have flexible hours of operation and will be accessible out of school hours, during weekdays, at weekends and during school holidays as required.

It is proposed that commissioning activity for Break Time Plus will start once Break Time Services are established, but it is anticipated that Break Time Plus commissioning will start by 1 September 2022 (unless otherwise advised by the Authority). This will be once Service Providers are established and the Authority's commissioning needs are assessed.

Services in this Lot will be commissioned following an assessment of a child's needs, parent/carers may also wish to access the list of Service Providers to spend their Direct Payment for services, however this will be a private arrangement between the Service Provider and parent/carer.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 10) for more details of how Services will be commissioned.**

**Please see Appendix 3a for the maximum hourly rate payable by the Authority to the Provider.**

**Lot 2a Day Time Short Breaks**

*1:1 (or 2:1, where assessed as such) individualised support for children and young people with disabilities, to enable them to get out and about in the community, try new activities and learn skills for life. For children with disabilities who have **an assessed need**.*

This Service is intended to give parents free time, to enable them to rest, spend time with their other children. The Service may also be accessed in an emergency.

It is expected that Service Providers will plan engaging community activities with the children and young people in order to reflect their interest and ensure their needs are met.

The Service is to be available 7 days a week including out of school hours, school holidays and at weekends dependent on an individual child or young person's assessed needs.

Individual packages of support are subject to change based on the individual needs of the child or young person.

Services in this Lot will be commissioned following an assessment of a child's needs and will be requested via the call off process as and when a need arises.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 10) for more details of how Services will be commissioned.**

**Lot 2b Day Time Personal Care**

*Provision of support in the home for children with disabilities, where parents/carers are present, to provide general assistance with washing, dressing and feeding as well as support through the night, to permit carers to carry out other tasks, or take a break from caring. For children with disabilities who have **an assessed need**.*

This Service is for the provision of 1:1 (or 2:1, where assessed as such) care in the home to help families with the care of children and young people with disabilities. It is intended to give parents free time, to enable them to rest, spend time with their other children. The Service may also be accessed in an emergency.

Personal care is defined as the physical and personal care for the child/young person to carry out the tasks of daily living. The parent/carer of the child/young person will be present in the home when the Service is being provided.



Individual packages of support are subject to change based on the individual needs of the child or young person.

Services in this Lot will be commissioned following an assessment of a child's needs and will be requested via the call off process as and when a need arises.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 10) for more details of how Services will be commissioned.**

**Lot 3 Night Time Overnight Short Breaks**

Provision of overnight short breaks outside the home, in a specialist overnight short breaks setting (or other venue agreed in advance by the commissioner) for children with disabilities. For children with disabilities who have **an assessed need**.

This Service is for the provision of specialist overnight short breaks in a residential setting for children and young people with disabilities. It is intended to give parents free time, to enable them to rest, spend time with their other children. The Service may also be accessed in an emergency.

The provision of overnight short breaks away from the home allows both parents and children a valuable break and gives children an opportunity to meet with friends and take part in leisure activities they may not normally have access to.

The Service is to be available every day of the week, 52 weeks per annum.

These Services may be commissioned on a one off or a regular basis and are for short periods of time. Overnight respite care is usually arranged on a planned basis but may be required quickly in an emergency situation.

Services in this Lot will be commissioned following an assessment of a child's needs and will be requested via the call off process as and when a need arises.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 10) for more details of how Services will be commissioned.**

**Lot 4 Intensive Positive Behaviour Support**

Provision of intensive support to deliver bespoke evidence-based interventions for children with complex disabilities to reduce behaviour that challenges / harmful behaviours where a child is on the edge of care or a family is in crisis. For children with disabilities who have **an assessed need**.

The introduction of an intensive positive behaviour support Service aims to support children and young people with complex disabilities or behaviours that challenge. It is anticipated that intensive positive behaviour support will help to reduce behaviours

that are challenging or harmful and where a child may be on the edge of care or a family is in crisis.

It is proposed that commissioning activity for Intensive Positive Behaviour Support will not commence straight away. This will be once Service Providers are established and the Authority's commissioning needs are assessed. Services in this Lot will be commissioned following an assessment of a child's needs and will be requested via the call off process as and when a need arises.

**Please see call off procedure within the Provider List Agreement (see procurement document Appendix 10) for more details of how Services will be commissioned.**

## 2.5 Lotting

The Lots have been developed to cover the range of Services available and have been grouped to align to the service area types and Service User's needs.

Applicants are invited to apply for all or any of the following Lots and there is no restrictions for the number of lots they can successful in:

Lot	Service Name
1a	Break Time
1b	Break Time Plus
2a	Day Time Short Breaks
2b	Day Time Personal Care
3	Night Time Overnight Short Breaks
4	Intensive Positive Behaviour Support

**Applicants must indicate which Lot(s) they are applying for within Appendix 3a Selection Criteria Additional Information and Price Schedules. Within this additional information, Applicants must also provide details of the types of services they offer and district(s) they can deliver Services to.**

There is no restriction on the number of Lots an Applicant can apply for, and Applicants can deliver Services in as many districts as they wish. However, Applicants must be prepared to deliver the Services in as many Lots and districts as they have applied for.

## 3 ESTABLISHING THE PROVIDER LIST

### 3.1 Application Process



The Provider List is an open list: Applicants can apply to join during its term if the Applicant satisfies the selection, quality and price requirements and is able to deliver the Service as described in the Service Specifications. Evaluations of new Applications will take place annually as detailed below. The Authority reserves the right to evaluate sooner. Evaluation dates will be published on the Authority's Sourcing portal as an online discussion or any other format which the Authority stipulates.

The Provider List will remain open following its creation. New Applications will be evaluated as per the timetable below, however exact Application Return Deadline dates will be communicated via the Sourcing portal as an online discussion or any other format which the Authority stipulates.

It is the Authority's intention to evaluate new Applications annually or once 10 new Applications are received, whichever occurs sooner.

<b>Intended Calendar Month</b>	<b>Cycle</b>	<b>Application</b>	<b>Evaluation</b>	<b>Appointment / Rejection</b>
<b>Ongoing</b>	<b>Ongoing</b>	<i>Applicants can make an Application anytime</i>		
<i>New Applications exact Return Deadline will be advertised</i>				
<b>October – November each year</b>			<i>Applications evaluated (or sooner if stipulated by the Authority)</i>	
<b>November/ December each year</b>				<i>Applicants Appointed or Rejected</i>

These dates are subject to change at the Authority'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 messaging function within the e-Tendering system. Dates communicated to Applicants via these means take precedence over the dates listed in the above table.

If 10 or more new Applications are received the Authority reserves the right to evaluate Applications earlier than every 12 months and appoint Applicants more quickly, at its discretion. The Authority 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 advertised appropriately.

Responses to this ITP must be returned no later than the Applicant Return Deadline and in the manner prescribed under section 5. Any Applications received after the Application Return Deadline shall not be opened or considered until the next cycle Applicant Return Deadline. The Authority may, however, in its own absolute discretion extend the Applicant Return Deadline and in such circumstances the Authority will notify all Applicants of any change.

If an Applicant wishes to amend their Application after it has been received by the Authority, they may resubmit their Application, however, if their resubmitted Application is received after the advertised deadline their Application will be deferred and evaluated during the next cycle evaluation period.

The clarification deadline for any questions regarding the procurement will be 1 week before the Application Return Deadline. The Authority may stipulate clarification deadlines for future cycles, however Applicants are advised to provide sufficient time for the Authority to respond before the Application Return Deadline, otherwise the Authority may not be able to provide a response before the Application Return Deadline.

Following the evaluation process Applicants will receive an outcome notification according to the cycles above, if successful, Applicants will be required to sign a Provider List Agreement and Service Contract(s), will be appointed as a Service Provider and instructions of how to display details on the Local Authority's SEND Directory of Services and Local Offer will be shared.

Applicants that have been rejected will have the opportunity to reapply by submitting an improved Application at any time.

Service Providers who are successful and wish to deliver additional Services within the scope of this Provider List which they did not include within their initial Application, can be added if they can verify that their current Application applies and they can deliver the additional service as per their quality criteria submission and current price. If this is not applicable and the Authority is not satisfied, then the Service Provider must re apply as per the process described above.

**3.2 NOT IN USE**

**3.3 NOT IN USE**

**3.4 Consequences of Failing to Apply**

Applies to the following Lots only, current commissioning arrangements under Lot 1a will cease prior to the commencement of this Provider List.

2a	Day Time Short Breaks
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2b	Day Time Personal Care
3	Night Time Overnight Short Breaks
4	Intensive Positive Behaviour Support

Unlike a traditional procurement process this Provider List will remain open to new Applicants for its duration. However, Applicants who are not appointed to the Provider List, whether this be through a failed Application or the Applicant not submitting an Application;

- shall not be eligible to enter into any Provider List Service Contract with the Authority; and,
- shall not be eligible to take part in the call off process.

Existing non Provider List providers should be aware of the Business Transition arrangements as set out in 4.2 of this document.

Services with providers not on the Provider List will be reviewed and the Authority 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-Provider List providers and re-commissioned as a new Service with the Provider List Providers.

**Therefore, all existing providers are positively encouraged to apply.**

### 3.5 Evaluation of Applications

Applications will be evaluated in accordance with Appendix 5 Application Evaluation Criteria. This will include how your application will be evaluated for Selection, Quality and Price. CQC/Ofsted Requirements are further particularised below.

#### 3.5.1 CQC and Ofsted Requirements

##### Selection Criteria:

Applicants must be compliant with Ofsted or CQC expectations (as applicable). Please see section 2.2 (Regulatory and Legal) of the Service Specification for more information.

Applicants must refer to CQC and Ofsted guidance to ascertain if they must be regulated for the Lot(s) they wish to apply for.

If an Applicant is applying for a Lot(s) which requires the delivery of the regulated activity of personal care, then they must be registered with CQC for this regulated activity.

It is the Applicants responsibility to follow the relevant guidance to comply with the regulations regarding the registration for regulated activities.

#### All Lots

For the avoidance of doubt, the *nominated location*, must be the base from where the day to day management of the Service takes place and must be registered with CQC/Ofsted for any regulated activity.

For the avoidance of doubt, *personal care* is as defined within the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 and is defined as follows:

- physical assistance given to a person in connection with:
  - eating or drinking (including the administration of parenteral nutrition);
  - toileting (including in relation to the process of menstruation);
  - washing or bathing;
  - dressing;
  - oral care;
  - the care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist); or
- the prompting, together with supervision, of a person, in relation to the performance of any of the activities listed in paragraph (a), where that person is unable to make a decision for themselves in relation to performing such an activity without such prompting and supervision.

If the Applicant will be providing a regulated service then they will be required to provide their regulator registration number, confirmation of their nominated location(s) where they will deliver the service/ nominated location from for each Lot(s), the overall rating for each location(s) and the date(s) of the inspection within *Appendix 3a Selection Criteria Additional Information*.

If registered with CQC 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 Statement of Purpose for the location must reflect the Lots(s) you are applying for as at the current Application Return Deadline.

The Authority **will not enter into an Agreement** with any applicant if any of the following apply:

- Applicant is applying for a Lot in which they are required to deliver a regulated activity and they are not registered with CQC/Ofsted for this regulated activity;
- Applicant's most recent CQC inspection for its nominated location has an overall rating of 'inadequate'; or
- Applicant's most recent Ofsted Early Years Register inspection for its nominated location has an overall rating of 'Inadequate', or
- Applicant's most recent Ofsted Childcare Register inspection for its nominated location has an overall rating of 'Not Met – Actions' or 'Not Met - Enforcement Actions'
- 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> ).

These requirements relate to the report published by CQC/Ofsted as of the **Applicantion Return Deadline**.

Where an Applicant's location has an overall rating CQC/Ofsted of 'requires improvement', they must provide the agreed CQC/Ofsted action plan as per the instructions within 'Selection Criteria Additional Information' document. The action plan must show remedial actions for each area of improvement or in the case of CQC each of the five key questions which have a rating of 'requires improvement'.

The Authority will verify the information and must be satisfied that adequate remedial action has been taken. The Authority will not enter into an agreement with an Applicant where it considers this not to be the case and their application in respect of that nominated location will be disregarded.

Applicants must maintain the required CQC/Ofsted rating and registration requirements throughout the procurement process. Where the status of your nominated office changes, you must notify the Lead Procurement Officer immediately. Where Applicants no longer meet the requirements of the Agreement/Contract your Application will be rejected.

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/Ofsted website, where a report is unavailable, the nominated location would still be considered to meet this requirement of the ITP in the following circumstances:

1. 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/Ofsted, in the event that those same operations were previously carried out at a different location which has at least one published archived CQC/Ofsted inspection report;
2. 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/Ofsted inspection report for the prior entity and evidence of the link between the two entities;
3. in the event the legal entity providing the service changes (e.g. when a short break care agency is taken over by another company), the Applicant is able to provide CQC/Ofsted inspection reports for all material entities engaged as part of the new entity; or,
4. any other circumstances that the Authority deems appropriate, this judgement to be applied by the Authority reasonably in an objective and non-discriminatory manner on condition that that the Applicant can sufficiently evidence:
  - a) That the Applicant has been registered with CQC/Ofsted for the regulated activity notwithstanding that the Applicant may have legitimately changed its legal status and or entity at any stage; In this event the Service Provider must be able to evidence that all material entities engaged as part of the new entity have been registered with CQC/Ofsted for the regulated activity at the Application Return Deadline; and,
  - b) That the nominated location has been registered with CQC/Ofsted for the regulated activity at the Applicant Return Deadline 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/Ofsted records;

provided that in all of the above circumstances the location had not been archived on the CQC/Ofsted website as a result of at least one of the following scenarios:

1. The Applicant has voluntarily closed the location;
2. Services regulated by the CQC/Ofsted are no longer provided; or
3. The CQC/Ofsted has taken enforcement action to close the location.

**Following the *Current* Application Return Deadline:**

If at any time following the current Application Return Deadline, you become aware through the receipt of a published report from the CQC/Ofsted that your location is to be rated overall 'requires improvement' you must inform the Lead Procurement Officer immediately. The Authority will request the agreed CQC/Ofsted action plan.

The Authority will verify the information and must be satisfied that adequate remedial action is being taken, if the Authority is not satisfied that your Application meets the published requirements in respect of that nominated location will be disregarded.

If at any time following the current Application Return Deadline, you become aware through the receipt of a published report from the CQC/Ofsted that your location is to receive an overall 'inadequate' rating or 'inadequate' against any of the CQC's five key questions or does not meet the published requirements under the Selection Criteria you must inform the Lead Procurement Officer immediately. If the Authority is not satisfied your Application meets the published requirements in respect of that nominated location 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 CQC/Ofsted will be required to provide the CQC/Ofsted registration number and rating of their nominated office. (Recorded on – Appendix 3a - Selection Criteria Additional Information.)

For the consortium to pass, all members subject to regulation by CQC/Ofsted must meet the requirements detailed herein.

All members must maintain the required rating throughout the procurement process and notify the Lead Procurement Officer of any changes immediately when they become aware.

If the Authority is not satisfied the Application meets the published requirements in respect of each Consortium member it will be disregarded.

**Post Provider List Award:**

Following the conclusion of the initial application phase of this procurement, Applicants will be appointed to the Provider List per Lot.

The terms and conditions of the Provider List Agreement and any Service Contracts awarded under it will apply. See Clause 10 of the Provider List Agreement.



If at any time following Provider List award a Service Provider wishes to **change or remove location(s)**, the Service Provider must have received approval from CQC/Ofsted where applicable to confirm the change before delivering services from the chosen location(s). The Service Provider will need to evidence how they will meet the service requirements from the new location as per their Application.

If at any time following Provider List award a Service Provider wishes to **add a new Service (i.e add an additional group activity or open a new branch)**, this Service could be added to the Provider List if the Service Provider can confirm that their Quality and Price submission still applies. If this is not possible to confirm, then the Service Provider must submit a new Applicant for the Provider List for this additional service. I.e the Applicant must submit another Application which will be evaluated as per section 3 of this ITP

If at any time following Provider List award a Service Provider wishes to have a **complete change of legal entity or any other reason which requires you to re-register with CQC/Ofsted**, but will be continuing to provide the same service to the same people using the service, the Service Provider must have received approval from CQC/Ofsted if applicable in the form of an updated Certificate of Registration before delivering services. The Service Provider must seek approval from the Authority for any proposed change.

For the period the new location is not rated by CQC/Ofsted, the Authority is at liberty to carry out reasonable further and additional inspections beyond the scope carried out with those Service Providers on the Provider List that are rated.

Once the Service Provider's new nominated office has been rated, the terms of the Provider List Agreement applies as above.

All Service Providers subject to CQC/Ofsted regulation, must maintain the CQC/Ofsted requirements stated in this Invitation to Participate throughout the Provider List term

### **CQC / Ofsted Requirements and Consortia Applications:**

All consortium members, subject to CQC/Ofsted regulation, must maintain the CQC/Ofsted requirements stated in this Invitation to Participate throughout the Provider List term. If any of the consortium members' CQC/Ofsted rating for their nominated office identified in the selection criteria falls below the requirements, the applicable provisions of the Provider List and contract will be engaged. The Authority shall, in such circumstances, have the discretion to terminate the Consortium's appointment to the Provider List. Alternatively, the Authority, may, at its discretion and if it is deemed necessary and appropriate, require the Lead Member of the consortium to terminate its arrangements with the failing consortium member(s), allowing the remaining consortium member(s) to continue to deliver the Services, however the remaining consortium member(s) must confirm they can continue to deliver the Services as per the specification and responses given to the Quality criteria. The Authority must be satisfied that the remaining consortium member(s) can continue to meet the terms of the signed Provider List agreement and Service Contract(s).

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

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

As such the Authority may review the requirements in this Paragraph 3.6.1 and align them to any new CQC and/or Ofsted requirements.

### **3.6 Contracts/Agreement and Term**

It is important that the Provider List Agreement and Service Contract terms and conditions are considered thoroughly, please ensure you consult with the relevant personnel within your organisation when considering these terms.

Any Applicant admitted to the Provider List will sign a Provider List Agreement establishing their status as a Service Provider and sign a Service Contract for each Lot awarded which will provide the contractual mechanism within which Services will be delivered. Where Services are commissioned the Provider will be issued a Contract Service Data Form or Short Breaks Form which will encompass service specific requirements. A Service Provider will have one Provider Agreement but may have several Service Contracts for each Lot awarded and multiple Service Data Forms and/or Short Breaks Forms that set out the Services they provide.

It is intended that the Provider Agreement will have an initial term of 5 years. Service Contracts awarded to the Service Provider will be up to 7 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 ARRANGING SERVICES THROUGH THE PROVIDER LIST**

### **4.1 Awarding Services**

There will be no guarantee of business for Service Providers awarded a place on the Provider List. When a need arises the Authority will follow the Call Off procedure to commission Services. There will be consideration to award new business using the Call Off Procedure (see procurement document Appendix 9 and 10) and will be via either request for services, mini-competition, Service User choice or direct award. Each call-off awarded will have the specific requirements refined in the Service Contract Data or Short Breaks form and the Child's Plan all which is set out at within the Call Off Procedures (**see procurement document Appendix 9 and 10**).

### **4.2 Business Transition Arrangements**

This section only applies to the following Lots, for all other Lots there won't be any Services to be transferred:

2a	Day Time Short Breaks
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2b	Day Time Personal Care
3	Night Time Overnight Short Breaks

The Authority 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 under a new Service Contract, allowing a high proportion of the Service Providers the opportunity to retain much of their existing business. Independently of their Service Provider, the Service User, their parent/carer, representative and/or advocate may require additional support in making a decision.

#### 4.2.1 Existing Business

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

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

- The Applicant (existing service provider) having been successful in being appointed as a Service Provider within the correct Lot;
- The service provider agreeing to a Service Contract; and,
- The Service User(s) concerned not wishing to transfer to another Service Provider.

This will enable a transfer of current business to a new Provider List Service Contract between the Service Provider and the Authority.

It is anticipated that existing services will be prioritised and gradually transitioned over a period of 3 – 6 months (or may be longer in exceptional circumstances) following the commencement of the Provider List Agreements.

*Please see the Business Transition Table below.*

#### 4.2.2 New Business

Service will be awarded based on the Call Off Procedure as contained within Provider List Agreement (**see also procurement document Appendix 9 and 10**). Please ensure you read this carefully.

**Business Transition Table**

Service User Status		Which Agreement Applies to the Services?	When are the Services Likely to be Commissioned through the Provider List Agreement?	What Charge/price is Payable?
Service Users new to Short Breaks	→	This Provider List Agreement and Service Contract.	At any point after Provider List Start Date.	Provider List Agreement (price/Charge submitted at Application Stage)
Existing Service Users whose current Service Provider is appointed to the Provider List on the correct Lot.	→	Any existing agreement applies until completion of Business Transition processes.  Upon completion of Business Transition processes the Provider List Agreement and Service Contracts will apply.	Within 3-6 months of Provider List Agreement Start Date.  (or may be longer in exceptional circumstances)	The rate payable under any existing arrangements would be payable until completion of Business Transition.  Upon completion of Business Transition, the Authority will make payment to the Service Provider in accordance with the new Provider List application price/Charge.
Existing Service Users whose current Service Provider is <b>not</b> appointed to the Provider List in any Lot  OR  If Service Users current needs do not align with the	→	Any existing agreement applies until completion of Business Transition processes. Options: Transfer package to Provider List Provider, treating it as a new Service. Provider List Agreement and Service Contract will apply. Or	No earlier than 3-6 months following Provider List Agreement Start Date.  (or may be longer in exceptional circumstances)	Private arrangement between parent/carer and the 'off Provider List Provider'

<p>Lots the Provider has been successful in.</p>	<p>Parent/carers to take a Direct Payment and have a private arrangement with the 'off Provider List Provider'  <i>Or</i>                  In exceptional circumstances (complexities involving location, specialist service user needs, or any the Authority deems to be an exceptional circumstances) The Authority would contract with the Service User's current provider but would need to seek agreement to move the Service Provider to an 'off Provider List' Contract</p>	<p>'Off Provider List Provider' Contract – current price applies or possibly negotiate.</p>
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### 4.3 Price/Charge

Session rates and hourly rates submitted as part of this Application must remain open for acceptance until 180 days from the closing date for the receipt of Applications.

#### **Lot 1a Break Time – Indicative Price per Session**

Applicants are required to submit a price/Charge within the relevant Lot Price Schedule (See Appendix 3a for Price Schedules) for each session that they will offer under the Service Contract and Service Specifications for this Lot. This will be the indicative session price/Charge for this Lot based on the requirements in the specification, your price/Charge should be competitive as it will be subject to the assessment as described in Appendix 5 Application Evaluation Criteria.

The aim for the Authority is to meet the needs of as many children and young people more effectively and for them to have better-quality service, therefore Service Providers should aim to maximise hours of service for children to provide value for money for the Authority whilst providing a meaningful activity for children and young people. The Authority have a set budget each financial year for this Lot and will not expect to pay the Service Provider more than this rate. **Please see Appendix 3a for the maximum hourly rate payable by the Authority to the Provider.**

Any Session prices/Charges which equates to more than this hourly rate per child will be clarified and may be rejected (see Appendix 5 for more details). *The Authority reserve the right to increase the maximum rate throughout the term of the Provider List.*

It is not possible at this stage to know the exact requirements of the service volumes each year, will be variable and dependent upon uptake of the Service by parent carers, Service Provider capacity and availability of funding from the Authority.

Therefore, the session price/Charge submitted as part of this Application Process will an indicative price/Charge for the Break Time Services you intend to offer under the Provider List. **Price will be subject to further competition at call off stage** (see procurement document Appendix 9 and 10). As described earlier in the document, the Authority intends to Block Book the Break Time Services annually. A Request for Service will be sent to Service Providers in this Lot, the Authority will provide the exact requirements for service delivery within a Break Time Service Contract Data form and request Service Providers to submit their offer to meet the requirements and a price for the Break Time Service(s) they can offer. Service Provider are encouraged to submit a competitive price as this will be subject to competition and Services will be awarded as describe in the Call Off Process.

The indicative price/Charge and the price/Charge submitted a Request for Services must not exceed the maximum rate per hour per child. **Please see Appendix 3a for the maximum hourly rate payable by the Authority to the Provider.**

*The Authority reserve the right to increase the maximum rate throughout the term of the Provider List.*

See Appendix 5 Application Evaluation Criteria for how price will be used during the Provider List Application Process and Call Off and Appendix 9 Call Off Procedure.

The Authority will pay the successful Service Provider(s) as per the terms of the Service Contract Data Form and terms of the Service Contract.

In addition to this price parent/carers will pay a £2 per hour minimum contribution for any session they book and this will be paid directly by the parent/carer to the Service Provider(s). The Authority will not be responsible for any part of this contribution. Consideration may be given by the Service Provider for the contribution being taken as a form of a deposit at the time of booking a place on group activities.

Please note that this contribution is in addition to any specific costs for activities, entrance fees or transport costs to activities which will not be provided by the Authority. Payments for activities must be administered by the Service Provider and negotiated by the provider with the family.

*See Appendix 5 Application Evaluation Criteria for how price will be evaluated as part of your Application.*

### **Price/Charge Reviews**

The Authority shall implement an annual adjustment to the price/Charge payable in respect of these Services to cover Inflation and shall be effective on 1<sup>st</sup> April each year. Inflation shall be measured as the Consumer Price Index as published by the Office for National Statistics in January of the same year.

For the avoidance of doubt, for the purposes of Pricing, Contract Years' will be financial years. Year one will start on the Service Commencement date and Year two will start the following April and so on.

Decreases in prices/Charges will be accepted without application.

### **Lot 1b Break Time Plus**

Applicants are required to submit a price/Charge within the relevant Lot Price Schedule (See Appendix 3a for Price Schedules) for each session that they will offer under the Service Contract and Service Specifications for this Lot. Applicant's prices/Charge should be competitive as it will be subject to the assessment as described in Appendix 5 and when Services commissioned will be at the price/Charge established at the Provider List award. This price/Charge will be taken into consideration as part of the Call Off Process.

Applicants are also required to submit a price for additional costs above the session price for example: 1:1, 2:1, any other requirements, which will be used if this is required. This is subject to the child's assessment of need.

The aim for the Authority is to meet the needs of as many children and young people more effectively and for them to have better-quality service, therefore Service Providers should aim to maximise hours of service for children to provide value for

money for the Authority whilst providing a meaningful activity for children and young people. The Authority have a set budget each financial year for this Lot and will not expect to pay the Service Provider more than this rate. **Please see Appendix 3a for the maximum hourly rate payable by the Authority to the Provider.**

Any Session prices/Charges which equates to more than this hourly rate per hour per child will be clarified and may be rejected (see Appendix 5 Evaluation Criteria for more details). *The Authority reserve the right to increase the maximum rate throughout the term of the Provider List.*

As described earlier in the document, when the Authority commissions/Request Services, the Authority will provide the exact requirements for service delivery within a Break Time Service Contract Data form. The price/Charge established at Provider List award (including any subsequent annual uplifts) will be the Price considered at call off and will be the Price paid to the successful Service Provider.

Therefore, Applicants are encouraged to submit a competitive price at the Application Stage. See Appendix 5 Application Evaluation Criteria for how price will be used during the Provider List Application Process and Call Off and Appendix 10 Call Off Procedure.

The Authority will pay the Service Provider(s) as per the terms of the Service Contract Data Form and terms of the Service Contract.

In addition to this price parent/carers will pay a £2 per hour minimum contribution for any session they book and this will be paid directly by the parent/carer to the Service Provider(s). The Authority will not be responsible for any part of this contribution. Consideration may be given by the Service Provider for the contribution being taken as a form of a deposit at the time of booking a place on group activities.

Please note that this contribution is in addition to any specific costs for activities, entrance fees or transport costs to activities which will not be provided by the Authority. Payments for activities must be administered by the Service Provider and negotiated by the provider with the family.

*See Appendix 5 Application Evaluation Criteria for how price will be evaluated as part of your Application.*

### **Price/Charge Reviews**

The Authority shall implement an annual adjustment to the price/Charge payable in respect of these Services to cover Inflation and shall be effective on 1<sup>st</sup> April each year. Inflation shall be measured as the Consumer Price Index as published by the Office for National Statistics in January of the same year.

For the avoidance of doubt, for the purposes of Pricing, Contract Years' will be financial years. Year one will start on the Service Commencement date and Year two will start the following April and so on.

Decreases in prices/Charges will be accepted without application.

See Appendix 5 for how price/Charge will be evaluated as part of your Application.

**Lot 3 Night Time Overnight Short Breaks - daytime hours and waking night time**

Applicants are required to submit an hourly rate which is a full and inclusive price/Charge for all *daytime hours and waking night time hours* of Service delivery **only**, within the relevant Lot Price Schedule (See Appendix 3a for Price Schedules) as per the Service Contract and Service Specifications for this Lot.

This price/Charge shall include all costs, fees, overheads, expenses and profit for the Service Provider, and the Authority shall not pay any other sums for the Service. All price/Charge shall be exclusive of Value Added Tax. There will be no ceiling price for the submission, however your price/Charge should be competitive as it will be subject to the assessment as described in Appendix 5 and when Services commissioned will be at the price/Charge established at the Provider List award. This price/Charge will be taken into consideration as part of the Call Off Process.

The Applicant should account, amongst other things, for costs associated with attendance at and/or written or verbal report for a review of Child's Plan and/or Education Health and Care Plan and/or contribution to assessment of needs where appropriate for the Service within each Lot(s).

As described earlier in the document, when the Authority commissions/Request Services, the Authority will provide the exact requirements for service delivery within a Short Breaks form. The price/Charge established at Provider List award (including any subsequent annual uplifts agreed) will be the price/Charge considered at call off and will be the price/Charge paid to the successful Service Provider.

Therefore, Applicants are encouraged to submit a competitive price/Charge at the Application stage. See Appendix 5 Application Evaluation Criteria for how this price/Charge will be used at the call off procedure and Appendix 10 Call Off Procedure..

The Authority will pay the Service Provider(s) as per the terms of the Service Contract Data From and terms of the Service Contract.

*See Appendix 5 Application Evaluation Criteria for how price will be evaluated as part of your Application.*

**Price/Charge Reviews**

This price/Charge for *day time hours and walking night time hours* of support will remain the same for each financial year. The Authority shall implement an annual adjustment to the price/Charge payable in respect of these Services to cover Inflation and shall be effective on 1<sup>st</sup> April each year. Inflation shall be measured as the Consumer Price Index as published by the Office for National Statistics in January of the same year.

For the avoidance of doubt, for the purposes of Pricing, Contract Years' will be financial years. Year one will start on the Service Commencement date and Year two will start the following April and so on.

Decreases in prices/Charges will be accepted without application.



See Appendix 5 for how price/Charge will be evaluated as part of your Application.

**Lot 3 Night Time Overnight Short Breaks - *sleep in support***

As described earlier in the document, when the Authority commissions/Request Services, the Authority will provide the exact requirements for service delivery within a Short Breaks form.

When *sleep in support* is commissioned as part of this Lot, the Authority will pay the Service Provider the Authority's current standard price for *sleep in support* (over a 10 hour period).

The Authority will commission Services under this Lot by following the call off process and shall be paid in accordance with the Short Breaks form, Child's Plan and Service Contract.

**Price/Charge Reviews**

The standard *sleep in support* price shall be the preceding year's Price uplifted by the percentage increase agreed by the Authority following a meeting of its Cabinet. The Parties agree that as part of its budget setting process, the Authority's Cabinet meets each year to agree the annual price uplift that it will apply to the contracts its commissions and this uplift (to be agreed at the time) shall apply to the Provider List Agreement.

For the avoidance of doubt, for the purposes of Pricing, Contract Years' will be financial years. Year one will start on the Service Commencement date and Year two will start the following April and so on.

**Lot 2a Day Time Short Breaks**

**Lot 2b Day Time Personal Care**

**Lot 4 Intensive Positive Behaviour Support**

Applicants are required to submit a price/Charge for an hour of commissioned time per Lot which is a full and inclusive price/Charge for all Services to be undertaken under the Service Contract and Service Specifications for each Lot listed above, within the relevant Lot Price Schedule (See Appendix 3a for Price Schedules)

The price/Charge per Lot must include all costs, fees, overheads, expenses and profit for the Service Provider, and the Authority shall not pay any other sums for the Service. All Prices shall be exclusive of Value Added Tax. There will be no ceiling price for the submission, however pricing should be competitive as it will be subject to the assessment as described in Appendix 5 and when Services commissioned will be at the price/Charge established at the Provider List award. This price/Charge will be taken into consideration as part of the Call Off Process.

The price/Charge must account, amongst other things, costs associated with attendance at and/or written or verbal report for a review of Child's Plan and/or



Education Health and Care Plan and/or contribution to assessment of needs where appropriate for the Service within each Lot(s).

One hour of time commissioned by the Authority to be delivered by the Service Provider as detailed within the Short Breaks Form and Child's Plan represents at least 50 minutes of Service delivery and an allowance of up to 10 minutes travel **if applicable**. Applicants should be considering travel time (if applicable) when planning care worker rotas to ensure travel time is kept to minimum so that Service delivery time is maximised. As a result, the hourly rate quoted in your Application must represent one hour of your time purchased. i.e.:

- At least 50 minutes Service delivery (contact time) with a Service User
- Up to 10 minutes travelling time & cost
- Total time = 60 minutes

As described earlier in the document, when the Authority commissions/Request Services, the Authority will provide the exact requirements for service delivery within a Short Breaks form. The price/Charge established at Provider List award (including any annual uplifts agreed) will be the price/Charge considered at call off and will be the Price paid to the successful Service Provider.

Therefore, Applicants are encouraged to submit a competitive price/Charge at the Application Stage. See Appendix 5 Application Evaluation Criteria for how this price/Charge will be used at the call off procedure and Appendix 10 Call Off Procedure.

The Authority will commission Services under these Lots by following the call off process and shall be paid in accordance with the Short Breaks form, Child's Plan and Service Contract.

*See Appendix 5 Application Evaluation Criteria for how price will be evaluated as part of your Application.*

### **Price/Charge Reviews**

This price/Charge will remain the same for each financial year. The Authority shall implement an annual adjustment to the price/Charge payable in respect of these Services to cover Inflation and shall be effective on 1<sup>st</sup> April each year. Inflation shall be measured as the Consumer Price Index as published by the Office for National Statistics in January of the same year.

For the avoidance of doubt, for the purposes of Pricing, Contract Years' will be financial years. Year one will start on the Service Commencement date and Year two will start the following April and so on.

Decreases in prices/Charges will be accepted without application.

## **5 APPLICATION COMPLETION INFORMATION**

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

Document	Appendix	Applicant to Submit
Selection Questionnaire	3	One per Applicant
Selection Additional Information and Price Schedule	3a	One per Applicant, complete all parts relevant to the Lot(s) applying for.
Selection Additional Information Reference Request	3b	Up to three per Applicant / all members of a consortium – please see instructions in the selection criteria questionnaire
Quality Criteria Questionnaire	4	One per Applicant
Form of Application	6	One per Applicant

### 5.1 Clarifications about the Services or ITP

Any clarifications relating to this ITP must be submitted through the e-tendering portal.

The Authority will respond to all reasonable clarifications as soon as possible through publishing the Applicants' questions and the Authority's response to them on the e-tendering portal (**Clarifications Log**).

If an Applicant wishes the Authority 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 Authority, the clarification is not confidential, the Authority 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 section. Applicants are advised not to rely on communications from the Authority 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.

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

Applicants are required to check for the Authority's responses to clarification requests on a regular basis throughout the procurement.

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

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

The Authority 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 'online discussion' 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 Authority 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 Authority has been provided or the deadline for the provision of the information specified in the request for clarification has expired (whichever occurs sooner).

## **5.3 Award**

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

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

## **5.4 Electronic Application Returns – Oracle Fusion**

This ITP was advertised as being available to potential Applicants through the Authority'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, we will not be able to assist non-PC users in how to use the e-tendering system.

Use of the Authority's e-tendering system will benefit Applicants in terms of efficiency and cost savings when compared with hard copy Application submissions. The Authority is committed to utilising this system for all current and future business/procurement opportunities. Users only need to register (for free) with the system once to obtain long term access to the Authority'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 Submission 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 Submission are requested to inform the Authority's Lead Procurement Officer via the online discussions function within the e-Tendering system.

**Support**

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

Guidance will be available within the 'How to do Business with the Council' section of the LCC website.

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 (options 1-4)

Normal support line hours are Monday to Friday 10am-12pm and 2pm-4pm

It is the responsibility of the Tenderer 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 a Tenderer should the contact information be inaccurate. The Authority cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by a Tenderer.

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

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

### **Electronic Application Returns – The Application Submission**

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

You are not permitted to return by email or postal service any element of your Tender. To do so may result in your Tender 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 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 submission will be taken as your final submission.

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 Selection Criteria Questionnaire and Award Criteria Questionnaire Submission must be in Microsoft Word.

The Application must be clear, concise and complete. The Authority 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 by the Application Return Deadline.

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.

## 5.5 Character Limits

The Authority reserves the right to set a limit upon the size of an Applicant's response to any question in the Quality Stage 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 Authority 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 an Applicant has tried to gain an unfair advantage and distort competition the subsequent Application may be deemed non-compliant. Any non-compliant Application may be excluded from the evaluation process.

## 5.6 Submission of Applications

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

## 5.7 Agreement and Service Contract Terms

The draft Provider List Agreement and Service Contract that the Authority proposes to use is attached at Appendix 1a and 1b. 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 Authority **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 may 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 document. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable within this document. The Authority 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 Authority does not receive the signed Agreement or Service Contract(s) within **10 Business Days** of it being sent to the successful Applicant following the decision to award the Agreement/Contract, the Authority reserves the right to disqualify the Applicant and award the Agreement/Contract to the Applicant submitting the next highest scoring bid.

## 5.8 Documents forming the Agreement

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

- Agreement and its schedules.
- Service Contract(s)
- Specifications
- Child's Plan and/or Service Contract Data Form and/or Short Breaks Form
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).



- A pricing schedule completed by the Applicant
- Responses to requirements **OR** questions as completed by the Applicant
- A list of commercially sensitive information (as completed by the successful Applicant).
- The Invitation to Participate Document

## 5.9 Simultaneous Competition, Consortia and Subcontractors

The Authority 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/Agreement it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

### 5.9.1 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 Authority's Procurement Information Management (PIM) team can assist via 01772 534966 or [pim@lancashire.gov.uk](mailto:pim@lancashire.gov.uk).

### 5.9.2 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 Authority will consider Applications from consortia with the following caveats:
  - The Authority will only contract with one lead member or special purpose vehicle, who will need to be identified in section 1.2 of the Selection 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 all Applicants bidding as a consortium will be required to provide a Consortium Agreement, including those with the same parent company.
  - **The Authority 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 between consortium members includes as a minimum;
    - A joint and several liability clause
    - 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
    - Any applicable dispute resolution procedure.
  - Payments will be made by the Authority 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 Authority 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 Quality and Price 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 Quality and Price 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 Authority.

## 5.10 Warnings and disclaimers

While the information contained in this ITP is believed to be correct at the time of issue, neither the Authority, 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 Authority.

If an Applicant proposes to enter into the Agreement and subsequent Contract with the Authority, 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 Authority (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 Authority or any Representatives. The Authority 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 Authority nor any of their Representatives will as a result be liable in any way to any person.

## **5.11 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 an Application.

As a public body, the Authority 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 Authority 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 Authority has provided Applicants with the opportunity to identify any information they would consider to be exempt as part of their Application in the Award questionnaire for the relevant Application. Applicants should be aware that, in compliance with its transparency obligations, the Authority 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 Authority 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 Authority'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 Authority in the template provided in the Quality Criteria Questionnaire.

## **5.12 Publicity**

No publicity regarding the Services or the award of any Agreement/Contract will be permitted unless and until the Authority 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 Authority.

## **5.13 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 Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority 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 Authority and its advisers. Any Applicant who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

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.

#### **5.14 Authority's rights**

The Authority 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 Authority.
- 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 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.

#### **5.15 Bid costs**

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

#### **5.16 Alterations**

The Authority 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.

### **5.17 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.

### **5.18 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 Authority shall be entitled to disqualify any Application where it has contravened the anti-collusion requirements. Where in its reasonable opinion the Authority considers that an Application exhibits characteristics indicative of anti-competitive practices which are likely to distort competition, the Authority reserves the right to conduct such investigations as in its absolute discretion it deems appropriate. In the event that the Authority's investigations conclude that anti-competitive practices are likely to have occurred, the Authority shall be entitled to disqualify any affected Applications from further consideration.

The Authority 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 Authority 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 Authority 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 Authority 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 Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

### **5.19 Environmental Policy Statement**

The Authority 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>

### **5.20 Equality And Diversity**

The Authority 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>

### **5.21 Copyright**

All recipients of this ITP are reminded that copyright in this document and any attachments is vested in the Authority. 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 Authority other than for use strictly for the purpose of preparing its Submission.

### **5.22 Procurement Process**



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

### **5.23 Performance And Information Management**

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

### **5.24 Arithmetic Accuracy Of The Tender**

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

### **5.25 Abnormally Low-Priced Tenders**

Under Regulation 69 of Public Contracts Regulations 2015, if a Tenderer returns what appears to be an abnormally low-priced Submission 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 tender, the Authority reserves the right to request an explanation in writing from the Tenderer of the offer or those parts which it considers contribute to the offer being abnormally low. The Authority will take account of the evidence provided and will subsequently verify the Submission or parts of the offer appearing abnormally low with the Tenderer. Only at the end of this clarification period taking into account the individual facts, will the Authority decide whether the offer should be rejected or not. Any Tenderer must return the clarifying information within 48 hours (or such other period of time that may be agreed by the Authority) of receipt of a request from the Authority, via the e-Tendering system.

### **5.26 Guarantees**

The Authority 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 Authority 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 Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

### **5.27 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>

## 5.28 Supplier Incentive Scheme

The Authority has undertaken an in-depth analysis of their purchase to pay processes in order to optimise them to drive efficiencies and provide additional benefits to our suppliers. As a result of these investments the Authority are able to offer an enhanced service to our key suppliers through their Procurement, Finance and Accounts Payable departments. Applicants are, therefore, 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 days after receipt of invoice
- ✓ Increased process efficiency via e-invoicing
- ✓ Dedicated processing and 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 Authority to pay early. In return for paying ahead of the Authority’s standard 30 day terms, a small rebate is deducted. The rebate is calculated dynamically and is proportionate to the number of 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, within this document. The rebate is only applied if payment is made ahead of terms.

Please note the payment date is the date the payment leaves the Authority’s bank account and not the date it is received in the Applicant’s bank account.

Participation in the Lancashire Supplier Incentive Scheme is optional. More details on the Lancashire Supplier Incentive Scheme are available on request as well as a sample Supplier Participation Agreement available as an Application document (Appendix 7). **To confirm if you want to join the Scheme or not, please see the SIS tab in Appendix 3a Selection Criteria Additional Information and Price Schedules.**

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

Number of days elapsed between the Calculation Trigger Date and the Payment Date	% of the amount owed that may be deducted and retained by the Authority as the Rebate				
	Rebate offered:				
	0.50%	1.00%	1.25%	1.50%	2.00%
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%

## 5.29 Social Value Policy

The Public Services (Social Value) Act 2012 places an obligation on the Authority to consider how what is being procured will improve the economic, social and environmental well-being of our local area. The Authority 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 Authority can be found at:

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

### 5.30 Status of TUPE

The Authority 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 as part of the Business Transition process 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 Service Providers must reach their own decision. Applicants and Providers are advised to seek independent professional advice as to the effect of TUPE should their Application be successful.

At the relevant time the Authority may be prepared to supply to Service 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 Authority at the time of making any request, unless they have already done so. The Authority 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 Authority 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.

## **APPENDIX 1 – DRAFT PROVIDER LIST AGREEMENT SERVICE CONTRACT**

*See separate attached documents:*

*Appendix 1a Provider List Agreement*

*Appendix 1b Service Contract*

## **APPENDIX 2 - SPECIFICATION**

*See separate attached documents in a folder:*

*Appendix 2 Core Specification*

*Appendix 2a Lot Specification for Break Time Lot 1A and 1B*

*Appendix 2b – Lot Specification for Daytime Lot 2A and 2B*

*Appendix 2c - Lot Specification for Night Time Lot 3*

*Appendix 2d - Lot Specification for Intensive Positive Behaviour Support Lot 4*

*Appendix 2e – Service outcomes/performance monitoring*

*Appendix 2f - Evaluation form(s)*

*Appendix 2g - Break Time Claim Form*

*Appendix 2h - Short Breaks Referral Form*

*Appendix 2i - Lancashire Short Breaks Services Statement*

*Appendix 2j – Service Contract Data Form (Break Time)*

**APPENDIX 3 – SELECTION CRITERIA QUESTIONNAIRE**

*See separate attached documents:*

*Appendix 3 Selection Questionnaire;*

*Appendix 3a Selection Criteria Additional Information and Price Schedules*

*Appendix 3b - Selection Criteria Additional Information Reference Request.*

**APPENDIX 4 – QUALITY CRITERIA QUESTIONNAIRE**

*See separate attached document Appendix 4 Quality Criteria Questionnaire All Lots*

**APPENDIX 5 – APPLICATION EVALUATION CRITERIA**

*See separate attached document Appendix 5 Application Evaluation Criteria*

**APPENDIX 6 – FORM OF APPLICATION**

*See separate attached document Appendix 6 Form of Application*

**APPENDIX 7 – SUPPLIER PARTICIPATION AGREEMENT (SIS SCHEME)**

*See separate attached document Appendix 7 Supplier Participation Agreement (SIS Scheme)*

**APPENDIX 8 – CYP PARENT CARER CONSULTATION AND PROVIDER ENGAGEMENT**

*See separate attached document folder Appendix 8 CYP Parent Carer Consultation and Provider Engagement*

**APPENDIX 9 – CALL OFF PROCEDURE LOT 1A**

*See separate attached document Appendix 9 Call Off Procedure Lot 1a*

**APPENDIX 10 – CALL OFF PROCEDURE LOTS 1B , 2A, 2B, 3 AND 4**

*See separate attached document Appendix 10 Call Off Procedure Lots 1b, 2a, 2b, 3, and 4*