



Invitation to Participate

Application reference	KS/PH/24/1461
Application for	The Provision of Specialist Substance Use Detoxification and Rehabilitation Services
Application return deadline	Please see Section 3 of this document.



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Version Control

Date Published	Version	Amendment Description
See Oracle eTendering system for publish date	Original	-

1 DEFINITIONS AND INTERPRETATIONS

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

"Agreement"	means the Agreement, to be finalised with the successful Applicant(s) at Appendix 2, 2a and 2b
"Application"	means an Applicant's response to this ITP;
"Applicant"	means an organisation submitting an Application to provide the Services.
"Application Evaluation Model"	means the method of evaluating Applications as set out in this ITP;
"Application Return Deadline"	means the date upon which Applicants must submit their Applications in response to this ITP;
"Authority"	means Lancashire County Council;
"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;
"Contract"	means the Contract, to be finalised with the successful Applicant(s) at Appendix 2, 2a and 2b
"Evaluation Criteria"	means the criteria Applications will be marked against as part of the Award stage of this ITP, as further detailed in the Evaluation Criteria document.
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"ITP"	means this Invitation To Participate
"PCR 2015"	means the Public Contracts Regulations 2015 or any such regulation succeeding it;
"PDPS"	Means the Pseudo Dynamic Purchasing System
"PSR 2023"	means The Health Care Services (Provider Selection Regime) Regulations 2023 or any such regulation succeeding it;
"Price"	means the Application price for the Services specified in the Price Schedule 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
"Timetable"	means the list of key dates for this procurement provided in 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;
"Services"	means all the services to be performed under the Contract and shall where the context admits include any materials articles and goods provided together with the services;
"Service User / Individual"	means any individual requiring the Services, also referred to Service User in the PDPS Contract and Service Contract

- 1.2 Words importing one gender include all other genders unless otherwise specified and words importing the singular include the plural and vice versa.
- 1.3 References to any statute or statutory provisions shall, unless the context otherwise requires be construed as including references to any earlier statute or the corresponding provisions of any earlier statute whether repealed or not directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in any such statute or provisions and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same and will include any orders regulations instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.4 References to “person” and “persons” and “Applicant” and “Applicants” and “Provider” and “Providers” include any individual firm and unincorporated association and body corporate or public body.
- 1.5 The list of contents and the headings to the parts and paragraphs of this ITP and to the Clauses and paragraphs of the schedules to this ITP are for ease of reference only and shall not affect the construction of this ITP.
- 1.6 The Schedules and Appendices form part of this ITP and will have the same force and effect as if expressly set out in the body of this ITP.
- 1.7 In the event of any inconsistency between the provisions of this ITP and any previously issued documents the provisions of this ITP will prevail.

2 INTRODUCTION AND BACKGROUND

2.1 Introduction to the Authority

Lancashire County Council is the fourth largest Local Authority in England and Wales and employs approximately 35,000 staff. It serves a population of 1.1 million which is rich in cultural diversity, and covers an area of 3,070 sq. km.

Further information about Lancashire County Council can be found at:

<http://www.lancashire.gov.uk>

The Authority is conducting the procurement using an open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the Services described in the Specification.



This ITP contains further information about the procurement process, the Services, and assessment questions for Applicants to complete. Each Applicants response (**Application**) should be detailed enough to allow the Authority to make an informed selection of the most appropriate solution.

2.2 Scope of the Project

The Service being commissioned is 'Specialist Substance Use Detoxification and Rehabilitation Services' previously known as 'Tier 4 Substance misuse services' and 'inpatient detoxification and rehabilitation services'.

Inpatient detoxification and rehabilitation services are a standard part of the substance misuse treatment pathway nationally and are clearly referenced in national guidance (Drug misuse and dependence, UK guidelines on clinical management. Department of Health, 2017).

For the purpose of this procurement, the Services are as follows:

- Specialist inpatient drug and alcohol assessment, stabilisation, and detoxification/assisted withdrawal services.
- A range of drug and alcohol rehabilitation programmes including both residential and non-residential to suit the complexity of different service user needs.

These interventions will form part of a broader recovery pathway for individuals with complex substance misuse problems, complimenting and supporting the existing community substance misuse services commissioned by the Authority in Lancashire, providing specialist interventions to help stabilise, detox and support behaviour change, resilience and address trauma in individuals who struggle with community level support only.

The Authority is intending to procure a Pseudo Dynamic Purchasing system (PDPS) which will be a list of providers who meet the required criteria. The PDPS will remain open for new Applications throughout its duration allowing for greater competition and choice. The PDPS will also allow greater flexibility to obtain placements that most appropriately meet the needs of the service user.

The PDPS will be made up of the following Service Categories:

Service Category 1. Detoxification Services

Service Category	Strands
1a	Residential Medically Managed Detoxification Services (Section 4.3 of Detoxification Services specification)
1b	Residential Medically Monitored Detoxification Services (Section 4.4 of Detoxification Services specification)

Service Category 2. Rehabilitation Services



Service Category	Premises	Level
2a	24-Hour Staffed Rehabilitation Services (Section 3.2 Premises of the Rehabilitation Service specification)	Core Offer (Section 4.3 of Rehabilitation Services specification)
2b		Enhanced Offer (Section 4.4 of Rehabilitation Services specification)
2c	Non-24 Hour Staffed Rehabilitation Services (Section 3.2 Premises of the Rehabilitation Service specification)	Core Offer (Section 4.3 of Rehabilitation Services specification)
2d		Enhanced Offer (Section 4.4 of Rehabilitation Services specification)
2e	Non-residential day case unit (Section 3.2 Premises of the Rehabilitation Service specification)	

There will be no restriction of the number of Service Categories an Applicant can apply for and be appointed to.

The full details of the services are set out within the Specification. Please see the Contract for information in relation to the call off process.

Current Arrangements:

The current agreement will expire on 31st July 2024. Existing service users will continue on the current contract’s terms and conditions until the service is complete.

New services will be called off under the new PDPS Agreement in line with the call off process.

Please see the relevant Specification for volumes/usage information.

2.3 Value of the PDPS

Lancashire County Council funding:

Total Estimated spend for Year 1 (2024/25) for the Service: up to £2,100,347.

- Estimated spend for Year 1 for residential detoxification: up to £912,404.
- Estimated spend for Year 1 for residential and day rehabilitation services: up to £1,187,943.

Please see the Contract for information in relation to price uplifts.

Additional Funding:

There may be additional funding available as a result of external funding for the Services however the Authority is not in a position to advise of the exact values of the additional external funding.

The Authority estimates that there may be up to £250,000 per annum in grant funding for Detoxification Services from 2025 onwards.

The Authority estimates that there may be up to £150,000 per annum in grant funding for Rehabilitation Services from 2025 onwards.



Following the 2021 National Drug Strategy, the Authority has received several grants to support more individuals into substance use treatment. For 2024/2025, the Authority has allocated £138,163 from one of these grants towards funding residential rehabilitation placements. It is yet to be confirmed by the Government whether this grant funding will continue beyond 2024/2025.

Blackpool Council Funding:

Lancashire County Council will lead the procurement and intends to allow access to the PDPS to Blackpool Council, with estimated spend from Blackpool Council is up to £3,219,000

Estimated funding:

The estimated total value of the PDPS is up to :**£30,217,214**

The estimated annual value of the PDPS is up to : **£3,0217,21**

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

The Applicant shall be assumed to have taken account of the implications of the minimum wage as required under the National Minimum Wage Regulations 2015 (SI 2015/621) as amended in the preparation of its Application.

The spend/value of the PDPS may be less if the Authority cannot place Service Users within the Service via the PDPS and has to make placements via other means.

2.4 PDPS Term

The PDPS will be let for 10 years.

The anticipated Commencement Date is 01 August 2024

2.5 Purpose and scope of this ITP

This ITP:

- Asks Applicants to submit their Applications in accordance with the instructions set out in the remainder of this ITP.
- 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 Award Criteria and the Application Evaluation Model that will be used to evaluate the Applications.
- Explains the administrative arrangements for the receipt of Applications.

2.6 Use of Contract by third parties

The following authorities have expressed an interest in purchasing through the PDPS: Blackpool Council.



2.7 Clarifications about the Services or ITP

Any clarifications relating to this ITP must be submitted through the e-Tendering portal as described in [paragraph 5.2](#).

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 [paragraph 3.1](#). 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.

2.8 Clarifications about the contents of the Applications

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of an Applicant's 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.

2.9 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>

2.10 Stakeholder Engagement

A provider engagement exercise was carried out via an online questionnaire in October 2023 seeking to understand their views of the proposed new commissioning arrangements for substance use services in Lancashire. The Authority did not make any amendments to their proposal as a result of the responses to the market engagement survey.

Please note the Authority may have changed its approach in relation to the procurement since the provider engagement, therefore Applicants/Providers are advised not to rely on the provider engagement documents for information.

3 APPLICATION TIMETABLE

3.1 Key dates



This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Applicants are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Initial Application Deadline	13/06/2024 11am
Application Clarification deadline	1 week before the Application Deadline
Outcome of Initial Application	July 2024
PDPS Agreement commencement date	1 st August 2024

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

3.2 Deadline for receipt of Applications

Responses to this ITP must be returned in the manner prescribed under [Paragraph 5.2](#) no later than the Application Return Deadline. Any Application received after the Application Return Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Application Return Deadline and in such circumstances the Authority will notify all Applicants of any change.

3.3 Award

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

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

4 APPLICATION EVALUATION MODEL

4.1 Evaluation Criteria

The evaluation of Applications will follow the guidelines set out within Appendix 4 - Evaluation Criteria.

4.2 Care Quality Commission and other relevant regulatory body requirements

Requirements for admission to the PDPS:



- The Applicant must have at least one active Rehabilitation or Detoxification service in mainland United Kingdom
- See Care Quality Commission (CQC) / Health Care Inspectorate of Wales (HIW) / Care Inspectorate (CI) for Scotland requirements below
- The standard selection criteria requirements.

Definitions:

Unit – means the Service e.g. the Residential Substance Misuse Service as registered with CQC. Where a Unit is referred to this also applies to Specific Services.

Specific Services – means the Specific Service e.g. when a Regulatory Body carries out focussed inspections on individual services such as the Substance Misuse Service within an NHS Trust.

Provider - means the Provider e.g. an NHS Trust.

Where the Documents refer to CQC this also relates to any other relevant regulatory body such as Health Care Inspectorate of Wales (HIW) / Care Inspectorate (CI) for Scotland.

For the avoidance of doubt the regulatory body requirements are in relation to the relevant regulatory body and any proceeding regulatory body/requirements.

This may include:

Those Providers based in Wales, regulated by the Health Care Inspectorate of Wales (HIW).

[170328inspectindependenten.pdf \(hiw.org.uk\)](https://www.hiw.org.uk/170328inspectindependenten.pdf)

And;

Those Providers based in Scotland, regulated by the Care Inspectorate (CI)

[Inspections \(careinspectorate.com\)](https://www.careinspectorate.com/inspections)

The Application will be per Provider but the Authority will assess each Unit individually.

The Authority is aware that CQC inspect and rate Providers at various levels depending on the organisation type. For example, an NHS Trust may be rated at Provider level and at Specific Service (Substance Misuse Service) level.

However, other Providers will be inspected and rated at Unit level, for example a Provider may have two Units which have individual CQC inspections and ratings.

Applicants are required to complete **Appendix 3a Selection Criteria Additional Information Tab '1 Registration and Rating'** for all Service they are applying to be on the PDPS and include the information in relation to the Regulatory Body.

Selection Criteria:

The Authority requires Applicants:

Current Registration

• To be registered with the CQC in England for the required Regulated Activities to be carried out under the contract, for example:

- Be registered with CQC as:
- residential substance misuse service. And/or



- Hospital inpatient based services

And/Or

- Be registered with HIW as a mental health, hospital service provider or other appropriate service.
- Be registered with CI as a care home, nursing service or other appropriate service.

The Rating at the latest inspection

Where an Applicant is registered with CQC:

Where the Applicant has a Provider rating, the rating must be:

- Good or
- Outstanding

And

The Unit rating must be:

- Good or
- Outstanding

(Please note the Unit may be the Substance Misuse Service e.g. within the an NHS Trust)

Where an Applicant is registered with CI:

- A Provider and Unit must have a rating of 4 – Good or higher for at least three out of the five key questions.

AND

- A Provider and Unit must have a score of at least 3 – Adequate for all of the five key questions

Where an Applicant is registered with HIW:

The HIW does not use a rating system unlike England CQC or the Scottish CI. Therefore, Applicants regulated by the HIW must provide further information as explained below

- To be able to confirm that none of the reports published (that pertain to services that would deliver the Contract if successful at tender), where the report has not resulted in a 'good' or 'outstanding' rating, contained 'Action the provider MUST or SHOULD take to improve'
- To have not been issued with any unmet requirement notices for breaches in respect of services that would deliver the Contract in the last 3 years.
- To not currently be subject to any unmet requirement notices for breaches in respect of services that would deliver the Contract.

Applicants are required to complete Appendix 3a Selection Criteria Additional Information:

The Authority reserves the right to request further information from the Applicant, CQC or other relevant party if it deems it necessary.

If one or more requirements are not met you will be required to set out the reasons why your organisation does not meet the requirement and the Authority will



determine, at its absolute discretion, whether your Application will be rejected from the procurement process.

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 must reflect the Services you are applying for as at the Application Return Deadline.

The Authority will not enter into an Agreement/Contract with any Applicant:

Whose most recently published report as at the Application Return Deadline:

- i. has not had any inspection undertaken by CQC which has resulted in at least one published report available on CQC website,

Where the Applicant is regulated by CQC:

Where the Applicants rating for a Unit is:

- Inadequate

(Please note the Unit may be the Substance Misuse Service e.g. within an NHS Trust)

And/Or;

Where the Applicant does not provide sufficient evidence (as required in the procurement documents) that all of the CQC recommended areas for improvement including the requirements of any action plan, are met.

This is in relation to the individual Unit not the Provider as a whole

Where the Applicant is regulated by HIW:

The Applicant does not provide sufficient evidence that all of the HIW recommended areas for improvement including the requirements of any action/improvement plan, are met.

Where the Applicant is regulated by CI:

Where the Applicant has been inspected and has received:

- Any Score of 1 - Unsatisfactory against any of the key questions

And/Or;

Where the Applicant does not provide sufficient evidence that all of the CI recommended areas for improvement including the requirements of any action plan, are met.

Further Information Required

Where an Applicant is regulated by CQC:

Where the Applicant has a Provider rating and the rating is:

- Requires improvement or
- Inadequate

AND/OR;

Where the Applicants rating for the Unit or Substance Misuse Service is:

- Requires improvement



And all of the CQC recommended improvements including the requirements of any action plan, have been met, this needs to be evidenced

Applicants who have a current CQC rating of Requires improvement are required to provide the following information in relation to their current rating:

- any CQC inspection reports
- any improvement action plans
- any letters from CQC
- evidence of any enforcement action from CQC
- evidence of any meetings with CQC, as well any letters sent by CQC confirming the points agreed
- any other information in relation to their CQC rating sent to/from CQC or any other relevant organisation

Applicants must evidence that all of the CQC recommended improvements including the requirements of any action plan, have been met.

Where the Applicant is regulated by HIW:

The Applicant must demonstrate that all of the HIW recommended improvements highlighted in the inspection are being met in an improvement plan/inspection summary, this needs to be evidenced.

Applicants are required to provide the following information in relation to their most recent inspection:

- any HIW inspection reports
- Summary of concerns raised in the inspection any improvement/action plans
- any letters from HIW
- evidence of any enforcement action from HIW
- evidence of any meetings with HIW, as well any letters sent by HIW confirming the points agreed
- any other information in relation to their HIW rating sent to/from HIW or any other relevant organisation

Applicants must evidence that all of the HIW recommended improvements including the requirements of any improvement plan, have been met.

Where the Applicant is regulated by CI:

Where the Applicant has been inspected and has received:

- A score of 3 – Adequate for more than three of the key questions
- A score of below 3 – Adequate for any of the key questions

The Applicant must demonstrate that all of the CI recommended areas for improvement highlighted in the inspection are met in an action plan, this needs to be evidenced.

Applicants are required to provide the following information in relation to their most recent inspection:

- any CI inspection reports
- any improvement action plans
- any letters from CI
- evidence of any enforcement action from CI
- evidence of any meetings with CI, as well any letters sent by CI confirming the points agreed



- any other information in relation to their CI rating sent to/from CI or any other relevant organisation

Applicants must evidence that all of the CI recommended areas for improvement including the requirements of any action plan, are met.

The Authority reserves the right to reject an Application where they are not satisfied that the Provider has not sufficiently evidenced that all of the Regulatory Body recommended improvements including the requirements of any action plan, have been met.

CQC Requirements Following Application Return Deadline:

If at any time following the Tender Return Deadline, you become aware through the receipt of a published report from the CQC that services that would be engaged in service delivery is to receive an overall 'requires improvement' or 'inadequate' rating 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 that your Application meets the published requirements, your Application will be disregarded.

Applicants must maintain the required CQC rating and registration requirements throughout the procurement process. Where the status of your organisations services ceases to meet the requirements of the Contract, you must notify the Lead Procurement Officer immediately and your Application may be disregarded.

Consortia Applications:

Each member of the consortium will need to complete Parts 1, 2 and 3 of the Selection Questionnaire.

Where applicable, each member of the consortium subject to regulation by the CQC will be required to provide the CQC registration number and rating of their organisations services (recording this in Appendix 3a – Selection Criteria – Additional Information for each consortium member).

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

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

CQC Requirements Post Contract Award:

The terms and conditions of any contract awarded will apply if at any time following award a Service Provider becomes aware through receipt of a published report from CQC that the status of their organisations services are to be rated:

- Overall 'Inadequate';
- Overall 'Requires improvement'

Consortia

All consortium members, subject to CQC regulation, must maintain the CQC requirements stated in this ITP throughout the contract term. If any of the consortium members' CQC rating for their organisations service identified in the selection criteria falls below the requirements, the applicable provisions of the contract will be



engaged. The Authority shall, in such circumstances, be at liberty to terminate the Consortiums contract. 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'.

Please see the PDPS Contract at Appendix 2 for further information in relation to this.

4.3 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 [here](#).

5 APPLICATION COMPLETION INFORMATION

5.1 Application Process

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

The Authority reserves the right to amend the evaluation dates, evaluation dates will be published on the Authority's Oracle Fusion eTendering system as an online message or on any other format which the Authority stipulates.

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

If an Applicant wishes to amend their Application after it has been received by the Authority, they may resubmit their Application, however, their Application may be deferred and evaluated at the next evaluation.

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

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



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

5.1.1 Applications During the Term of the Agreement

Below is a summary of the expected evaluation periods, these are provided as a guide however evaluation dates will be published on the Authority's Oracle Fusion e-tendering system as an online message or on any other format which the Authority stipulates.

Applications	Expected evaluation period
New Applicants applying to join the PDPS	Every 12 months from the Commencement date
Existing Providers applying to add new types of provision	Every 12 months from the Commencement date

The Authority reserves the right to carry out the Evaluation Period as required and will inform Applicants via the Oracle Fusion messages function when an evaluation period is agreed, and advise them of the deadline.

5.2 Formalities

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

Document	Appendix	Applicant to Submit
Selection Criteria Questionnaire Part 1, 2 and 3	3	One per Applicant / all members of a group including members of a consortium / all sub-contractors must submit.
Selection Criteria Additional Information and Price Schedule	3a	One per Applicant All Applicants must complete all tabs
Reference response emails	3b	Up to three per Applicant – please see instructions in selection criteria questionnaire
Form of Application	5	One per Applicant

5.3 Consequences of Failing to Apply

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

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



5.4 Electronic Applications – 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 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 'Messages' 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

Support line hours are between:

10 AM to 12 PM

and



2 PM to 4 PM
Monday to Friday.

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

If at any stage an Applicant 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 an Applicant.

Any queries regarding the Application documents or the Application 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 Application returns in relation to this Application and you must submit your Application electronically via the e-Tendering portal.

If you are not able to access any of the documents advised as enclosed with this ITP document then please contact the Council's Lead Procurement Officer immediately via the messages function e-Tendering system. It is the responsibility of Applicants to ensure that they have all of the documents included with this ITP.

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

You *are* permitted to re-send your Application again electronically via the e-Tendering portal should you realise you have made an error or submitted an incomplete 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.

The Application must be clear, concise and complete. The Authority reserves the right to mark a 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.

The Applicant must upload a duly executed Form of Application (*Appendix 5*).

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/Agreement.

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.

Amendments

- Each Application within the e-Tendering system will be referred to as an RFQ (Request for quote). RFQs have unique reference numbers which can be used to search for the Application.
- An amendment is when changes are made to the RFQ. For example if new or updated documents are uploaded an amendment will be made on the system.
- Applicants will receive a notification via the system when an amendment is made and the system will identify the changes, if they have followed the instructions 'OBTAINING MESSAGE NOTIFICATION ON THE E-TENDERING SYSTEM'
- The new RFQ number will have a comma followed by a version number for example: RFQ 15315336, 1.
- Applicants must submit new clarifications to the most recent RFQ version.
- Any bids already submitted to a previous version **must be resubmitted** to the new version.
- All previous clarification responses will be attached via an online discussion to the newest amendment

5.5 Page Limits

The following applies where a Quality Questionnaire is required at Call off:



The Quality Questionnaire must be in Microsoft Word.

The Authority reserves the right to set a limit upon the size of a response to any question in the Quality Questionnaire by setting a maximum limit to the number of pages (A4 sized) per question response.

- Font size for typed text; Minimum size 11pt
- Page Limit: A4 sized page with specific number of pages allocated to each quality question.

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 Page 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 Page Limit (and discarding the remainder) or disqualification of the submission in its entirety.

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

5.6 Submission of Applications

Each Applicant:

- Must submit one Application

The 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. The Application must be capable of being accepted by the Authority in its own right.

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

5.7.1 Simultaneous Competition

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

5.7.2 Consortia and Subcontractors

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



- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider:
 - 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 Provider. 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 Provider. 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 Stage Questionnaire;
 - All consortium members will have joint and several liability – each member is responsible for the actions and omissions of each other;
 - In the event of a consortium bid all members must be named and the Authority reserves the right to approve the contractual relationship between the consortium members including but not limited to any applicable dispute resolution procedure;
 - Payments will be made by the 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.



5.8 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 a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the 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.

5.9 Confidentiality and Freedom of Information

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

As a public body, the 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 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 at *Appendix 3a*.

5.10 Publicity

No publicity regarding the Services or the award of any 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.

5.11 Applicant conduct and conflicts of interest

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

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

5.12 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 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.

5.13 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.

5.14 Guarantees [or Performance Bond]

Recipients of this ITP will note that Appendix 5 is a form of deed of guarantee. The Authority may have qualified the Applicants 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 Contract(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.

6 Management of the PDPS and Service Contracts

6.1 Call Off Arrangements within the PDPS

Please see the PDPS Contract 'Call-Off Procedure' for information.

6.2 Agreement/Contracts Term

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

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

6.3 Contract Terms



The draft Contract that the Authority proposes to use is attached at Appendix 2. By submitting an Application, Applicants are agreeing to be bound by the terms of this ITP and the Contract 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 will result in your Application being disqualified.

All requests for clarification on any terms and conditions within this Application must be made in writing in accordance with [paragraph 2.7](#). All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable at [paragraph 3](#). 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 within 10 Business Days of it being sent to the successful Applicant following the decision to award the Contract, the Authority reserves the right to disqualify the Applicant and award the Contract to the Applicant submitting the next highest scoring bid.

6.4 Documents forming the Contract/Agreement

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

- Contract and its schedules.
- Specification.
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the Provider)
- Responses to requirements (as completed by the Provider).
- A list of commercially sensitive information (as completed by the Provider).
- The Invitation to Participate Document and its appendices.

6.5 Business Transition

Service Users of current services who are placed within the service at the commencement of the PDPS will continue under the terms and conditions that are in place at that date. Should any provider, that currently has Lancashire Service Users placed with them be unsuccessful in their Application submission to be included within the new PDPS, the Service User will be permitted to remain with the current Provider under the existing terms and conditions and financial arrangements, unless the Council has any concerns with regards to the delivery of quality services. The terms



and conditions of this new PDPS will apply to all new Service Users placed via the PDPS with effect from the PDPS commencement date.

7 TUPE

7.1 Status of TUPE

The Authority does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) or subsequent legislation to this Contract. If you are unsure on the application of TUPE and your obligations you should seek professional advice.



- APPENDIX 1a – Detoxification Service Specification**
- APPENDIX 1b – Rehabilitation Service Specification**
- APPENDIX 2 – Substance Use PDPS Contract**
- APPENDIX 2a – Detoxification Service Contract**
- APPENDIX 2b – Rehabilitation Service Contract**
- APPENDIX 3 – Selection Criteria Questionnaire**
- APPENDIX 3a – Selection Criteria Additional Information and Price Schedule**
- APPENDIX 3b – Selection Criteria Reference Request**
- APPENDIX 4 – Evaluation Criteria**
- APPENDIX 5 – Form of Tender**

