



Westmorland
& Furness
Council

Invitation to Tender for the provision of Any Qualified Provider (AQP) Framework Agreement for Homecare Services

April 2024 - March 2026

**with the option for one extension up to a
maximum of 12 months.**

All tenders (accreditation and enrolments) must be completed.

Please read this entire document before submitting a tender.

The initial deadline for submission of all tenders is:

Thursday 2nd November 2023 at 14:00pm

The framework will remain open for all subsequent tenders.



**Westmorland
& Furness
Council**

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1. Introduction

1.1 Contents of the Invitation to Tender

This Invitation to Tender (**ITT**) comprises:

- Information about the procurement process;
- Tender completion requirements,
- Completion and submission;
- The evaluation model;
- Service specification;
- Draft framework.

1.2 Introduction

Westmorland and Furness Council is conducting the procurement using the restricted procedure in accordance with the Public Frameworks Regulations 2015 (PCR) for the purpose of procuring the services described in the Service Specification (**Services**).

1.3 Background information

Westmorland & Furness Council is committed to continue to improve homecare and support services for adults with the ambition of achieving positive outcomes for all users of the Service.

All care and support will:

- focus on improving wellbeing and quality of life;
- be person centred;
- focus on delivering the outcomes people require and maximising their independence and strengths for as long as possible;
- promote choice and control; and
- be flexible in response to people's wide ranging assessed needs. This should include forming local partnerships with families and friends, and in the statutory, independent, voluntary and community sectors.

Providers will deliver the Services in compliance with the Care Act 2014 at all times. Further the Provider will deliver the Services in a manner that ensures the Council complies with its obligations under the Care Act 2014 so far as such obligations relate to the Services.

Providers are required to know and keep up to date with best practice in relation to the delivery of homecare services.

Care packages / hours will be offered to Providers appointed to the Framework and who have completed the on-boarding process. The Council reserves the right to source care hours via an alternative care Provider/s in the event that:

- The Service User exercises choice over their Provider (as defined by the Care Act 2014)
- Provider/s cannot meet the identified needs
- A care package cannot be allocated by the Provider/s within essential timeframes
- Operational necessity to meet statutory requirements

The AQP Framework is available for use by NHS Lancashire and South Cumbria Integrated Care Board, and future successor organisations.

The rates for services detailed in the payment schedule are notional 2023/24 rates. For the start of the framework on the 1st April 2024 an inflationary increase will be applied to these rates based on a 20% component based on CPI (taken at the end of September 2023) and an 80% component based on the Foundation Living Wage, Real Living Wage rate (expected November 2023)

Value of the framework

The estimated value of the framework is £41,100,000.

Details of current expenditure are indicative only. The council does not guarantee any spend against this framework.

1.4 Framework term

The Council proposes to enter into the framework agreement for a period of 24 months with the successful tenderers (**Service Providers**), with the option of one extension up to a maximum of 12 months.

1.5 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted via Sproc.Net.

The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

The Council will respond to all reasonable clarifications as soon as possible via Sproc.Net and replies will be circulated to all tenderers except where the information is of a commercially sensitive nature.

Tenderers are advised not to rely on communications from the council in respect of the services or ITT unless they are made in accordance with these instructions.

1.6 Clarifications about the contents of the Tenders

The Council reserves the right (but shall not be obliged) to request clarification of any aspect of a tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers shall respond in the time scale specified when the request is made. Failure to do so may result in inferences being made and/or disqualification of the Tender.

1.7 Checklist for tenderers

Failure to provide all of the items in the checklist may cause your tender to be non-compliant and not be considered.

	Item	Included in Tender
1.	Online Accreditation	
2.	Online enrolment	
3.	Confidential Information (if applicable)	

2. Tender Timetable

2.1 Key dates

This procurement will follow a clear, structured, and transparent process to ensure that all tenderers are treated equally and fairly. The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
ITT published on Sproc.Net	28/09/23
Deadline for receipt of Tenders	02/11/23 at 14:00pm



Evaluation of Tenders	03/11/23 – 16/11/23
Clarification meetings (if required)	17/11/23 – 23/11/23
Award decision notified to providers	29/01/24
Framework start date	01/04/24

Any changes to the procurement timetable shall be notified to all tenderers as soon as practicable. Following the above dates, the Framework will remain open for subsequent tenders.

2.2 **Deadline for receipt of Tenders**

Responses to this ITT must be sent in the manner prescribed under Section 3 no later than the deadline. The Council recommends that tenderers submit their responses to the ITT at least a couple of days prior to the deadline as any tender received after the deadline shall not be opened or considered.

Tenderers should be aware that there is an online accreditation and enrolment to be completed as part of this tender.

If you experience a problem on Sproc.Net, please access the online system's help function.

2.3 **Clarification meetings**

Tenderers may be invited to attend a clarification meeting with the evaluation panel to clarify aspects of the tender. The meeting date is stated in the timetable and this date should be kept free in case you are asked to attend. If a meeting is required, the council will contact you to arrange a suitable time.

2.4 **Intention to Award Framework**

Framework award is subject to the formal approval process of the council. Until all necessary approvals are obtained and where applicable the standstill period and / or call-in periods are completed, no framework(s) will be entered into.

Once the council has reached a decision in respect of a framework award, it will notify all bidders of that decision and provide for a standstill period and / or call-in period if applicable in accordance with PCR 2015 before entering into any framework(s).

The framework award notification will be sent to each tenderer.

3. Tender completion information and evaluation

3.1 Formalities

Tender documents must be in English and returned via Sproc.Net.

The tender must be clear, concise and complete and not qualified in any way. The council reserves the right to mark a tenderer down or exclude them from the procurement if its tender contains any ambiguities or lacks clarity. The tenderer must not include any additional documentation as this will not be assessed. Tenders will be evaluated on the basis of information submitted by the deadline.

Where the tenderer is a company, the tender must be signed by a duly authorised representative of that company. Where the tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the framework. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he/she must have and should state that he/she 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/she should sign and give his/her name in full together with the name under which he/she is trading.

If a tenderer is a consortium, it must provide a clear statement stating such and include details of the proposed structure.

Each tender must operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the tender itself. That is, the tender must be capable of being accepted by the council in its own right.

By submitting a tender, the tenderer is agreeing to its commitment to meet the council's requirements and the pricing, payment, and performance model.

A tenderer must notify the council of any change in control, composition, or membership (if any) that has taken place after the submission of its expression of interest.

The tender will remain open for a period of 180 days.

3.2 Framework terms

The framework agreement that the Council proposes to use is attached at Schedule 1. By submitting a tender, tenderers are agreeing to be bound by the terms of this ITT and the framework without further negotiation or amendment.

3.3 Consortia and subcontractors

The Council requires all tenderers to identify whether and which subcontracting, or consortium arrangements apply in the case of their tender and precisely which entity they propose to be the service provider.

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

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the service provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the council.
- **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.

3.4 Warnings and disclaimers

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

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

3.5 Confidentiality and Freedom of Information

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

As a public body, the council is subject to the provisions of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the Data Protection Act 2018

(Information Legislation) 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.

The council shall endeavour to treat all tenderers' 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 requirements of the Information Legislation.

The council may consult with third-party providers of information before it is disclosed; however, it cannot guarantee that this will be done. Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the council in the template provided at Schedule 3.

It shall be at the council's sole discretion whether or not information, including 'Confidential Information', is released under the Information Legislation. Tenderers are not entitled to claim any damages costs compensation or any other redress from the council due to or connected to disclosure of information by the council under Information Legislation. If the tenderer is not prepared to accept this then it should not submit a tender to the council.

Tenderers should be aware that, in compliance with its transparency obligations, the council routinely publishes details of its frameworks, including the framework values and the identities of its suppliers on its website. Further the council routinely publishes information that has been released following a request under the Freedom of Information Legislation.

3.6 Publicity

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

3.7 Tenderer conduct and conflicts of interest

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



- Devise or amend the content of their tender 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 tender 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 tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.
- Canvas the council or any employees or agents of the council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the council or their advisors concerning another tenderer or tender.
- Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisers, and the council and its advisers. Any tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the council.

3.8 Council's rights

The council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a tenderer's submission.
- Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
- Disqualify any tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the Accreditation or the tender process.
- Withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis.

- Choose not to award any framework or accept the lowest or any tender 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.

3.9 Bid costs

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

3.10 Award Criteria and Evaluation Criteria

Any framework agreement awarded will be done on the basis of the offer that is the most economically advantageous (best value) to the council.

The award criterion is 100% quality.

Tenderers' scores for each question will be multiplied by the relevant weighting to result in a 'weighted score' for that question. The weighted scores for questions will then be totalled, with the total expressed as an overall score of 510.

The Council reserves the right to exclude any bids where, following evaluation of the tender, the overall score achieved is less than 204 points.

Details/Score	Weighting	Max Points Available	Total Score Available
Quality – 100%			<u>510</u>
Staffing	10	10	100
Service Delivery	10	10	100
Maximising Independence	9	10	90
Safeguarding Approach	3	10	30
Safeguarding Reporting	3	10	30
Social Value and Environmental Sustainability	4	10	40
Care Quality Commission	12	10	120

3.11 Evaluation criteria

The quality of the bid will be scored in accordance with the following table.



Capability	Evidence Provided	Score	Remark
Bidder is likely to be able to meet the needs of the Council.	Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	10	Absolute Confidence
	Evidence is sufficient (in qualitative terms), convincing, and credible.	8	Confidence
Small risk that bidder will not be able to meet the needs of the Council.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	6	Minor Concerns
Moderate risk that the bidder will not be able to meet the needs of the Council.	Evidence has moderate gaps, is unconvincing.	4	Moderate Concerns
Significant risk that the bidder will not be able to meet the needs of the Council.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	2	Major Concerns
Bidder will not be able to meet the needs of the Council.	No evidence or misleading evidence.	0	Not acceptable

4. TUPE (transferring employees)

Westmorland and Furness Council 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) to this framework or any frameworks under it.

If you are unsure on the application of TUPE and its obligations, you may wish to seek professional advice before submitting a tender.



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5. Living Wage

Westmorland and Furness Council encourages all suppliers to pay their workforce the current Living Wage Foundation rates of pay. Please click on the following link for more information: <https://www.livingwage.org.uk/>