



# Invitation to Participate (ITP)

Tender reference	KHSK/ACS/23/1430
Tender for	Living Well at Home PDPS
(FTS (Find a Tender Service) number)	2023/S 000-010676
Application return deadline	Please see Section 2 and updates via messages on the Fusion Tendering Portal



# Contents

<b>1</b>	<b>INTRODUCTION AND BACKGROUND .....</b>	<b>6</b>
1.1	INTRODUCTION TO THE AUTHORITY .....	6
1.2	SCOPE OF THE PROJECT .....	6
1.3	VALUE OF THE LIVING WELL AT HOME PDPS .....	8
1.4	PDPS TERM AND LOTTING .....	9
1.5	PURPOSE AND SCOPE OF THIS ITP .....	12
1.6	APPLICATION PROCESS .....	12
1.7	CQC REQUIREMENTS.....	14
1.8	CQC - FOLLOWING APPLICATION RETURN DEADLINE.....	16
1.9	CQC - CONSORTIA SUBMISSIONS.....	16
1.10	CQC - POST PDPS AGREEMENT AWARD .....	16
1.11	PRICE .....	18
1.12	ARRANGING SERVICES THROUGH THE LIVING WELL AT HOME PDPS .....	19
1.13	FUTURE CALL-OFFS.....	20
1.14	BUSINESS TRANSITION .....	20
1.15	USE OF CONTRACT BY THIRD PARTIES.....	23
1.16	CLARIFICATIONS ABOUT SERVICES OR ITP .....	23
1.17	CLARIFICATIONS ABOUT THE CONTENTS OF THE APPLICATION .....	24
1.18	PREVENT DUTY FOR LOCAL AUTHORITIES.....	24
<b>2</b>	<b>PROCUREMENT TIMETABLE .....</b>	<b>24</b>
2.1	KEY DATES.....	24
2.2	TENDERERS' BRIEFING .....	26
2.3	DEADLINE FOR RECEIPT OF APPLICATIONS .....	26
2.4	CONTRACT AWARD.....	26
2.5	DEBRIEF.....	26
<b>3</b>	<b>APPLICATION COMPLETION INFORMATION .....</b>	<b>26</b>
3.1	FORMALITIES .....	27
3.2	ELECTRONIC TENDER RETURNS – ORACLE FUSION.....	27
<b>4</b>	<b>SUPPORT .....</b>	<b>28</b>
4.1	ORACLE FUSION SUPPLIER PORTAL.....	28
4.2	E-TENDERING HELP DESK .....	28
4.3	ELECTRONIC APPLICATION RETURNS – THE APPLICATION SUBMISSION .....	29
4.4	CHARACTER LIMITS .....	30
4.5	SUBMISSION OF APPLICATIONS.....	30
4.6	PDPS AGREEMENT AND CONTRACT TERMS .....	31
4.7	DOCUMENTS FORMING THE AGREEMENT .....	31
4.8	SIMULTANEOUS COMPETITION, CONSORTIA AND SUBCONTRACTORS .....	32
4.9	WARNINGS AND DISCLAIMERS .....	33
4.10	CONFIDENTIALITY AND FREEDOM OF INFORMATION .....	34
4.11	PUBLICITY.....	34
4.12	APPLICANTS CONDUCT AND CONFLICTS OF INTEREST .....	34
4.13	AUTHORITY'S RIGHTS .....	35
4.14	BID COSTS .....	35
4.15	GUARANTEES.....	36
<b>5</b>	<b>TENDER EVALUATION MODEL .....</b>	<b>36</b>
5.1	EVALUATION CRITERIA .....	36
5.2	SOCIAL VALUE POLICY .....	36
<b>6</b>	<b>TUPE.....</b>	<b>36</b>
6.1	STATUS OF TUPE .....	36

## Appendices

AVAILABLE AS SEPARATE DOCUMENTS IN THE TENDER PACK .....	38
APPENDIX 1 – VALUE BREAKDOWN OF THE LIVING WELL AT HOME PDPS .....	38
APPENDIX 2 – LOT CALL-OFFS PROCEDURES .....	38
APPENDIX 3 – CORE SPECIFICATIONS AND LOT SPECIFICATION .....	38
APPENDIX 4 - SELECTION CRITERIA QUESTIONNAIRE .....	38
APPENDIX 5 – APPLICATION EVALUATION CRITERIA.....	38
APPENDIX 6 – FORM OF TENDER .....	38
APPENDIX 7 – PDPS AGREEMENT.....	38
APPENDIX 8 – SPECIFICATION GLOSSARY .....	38

## 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:

"Authority"	means Lancashire County Council.
"PDPS Agreement / Agreement"	as set out at Appendix 7 and 7a, the legally binding Agreement together with all schedules and appendices attached herein.
"Applicant"	means an organisation submitting an Application to provide the Services.
"Application"	means an Applicant's response to this ITP;
"Business Days"	means 9:00a.m – 5.00p.m on any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
"Care Navigation Opening Hours"	Means 8:00am – 6:00pm Monday to Friday, 9:00am – 5:00pm Saturday, Sunday and Public Holidays. (Closed on Christmas Day)
"Clarifications Log"	means a list of clarifications and Authority responses, published on the e-tendering portal.
"Service Contract / Contract"	as set out at Appendix 7b, the legally binding agreement (made pursuant to the provisions of this PDPS Agreement) for the provision of Services made between the Authority and the Provider.
"Call-Off Procedure"	means the method by which Service Contracts are awarded to Providers as set out at Appendix 2a-2d.
"Geographic Boundary"	means the area(s) in which the Provider will provide the Services in accordance with the Provider's Request to Participate and admission onto the PDPS for Lot 1a and Lot 2. (See Appendix 3a Section 14 for details).
"Ward"	means the area(s) in which the Provider will provide the Services in accordance with the Provider's Request to Participate and admission onto the PDPS for Lot 1b.

"Application Criteria"	Evaluation	means the criteria Applicants will be marked against as part of the Selection stage of this ITP, as further detailed in Appendix 5.
"FOIA"		means Freedom of Information Act 2000 or any such regulation succeeding it.
"ITP"		means this Invitation To Participate.
"Individuals"		means any individual notified by the Authority to the Provider as requiring the Services, may also be known as a Service User
"PCR 2015"		means the Public Contracts Regulations 2015 or any such regulation succeeding it.
"Price"		means the price for the Services.
"Round"		means the period the PDPS will be open for new Applicants.
"Application Model"	Evaluation	means the method of evaluating Applications as set out in Section 5 of this ITP.
"Application Deadline"	Return	means the date upon which Application must submit their Applications in response to this ITP
"Timetable"		means the list of key dates for this procurement provided in Section 2 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.
"Services"		the services described in the Core Specification and appropriate Lot Specification, to be supplied by the Provider were appointed in accordance with this Agreement and the Call-Off Procedure.
"Scheme"		Means the location at which the Services for lot 1c are delivered.

# 1 INTRODUCTION AND BACKGROUND

## 1.1 Introduction to the Authority

1.1.1 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.

1.1.2 Further information about the Authority can be found at: <http://www.lancashire.gov.uk>

1.1.3 The Authority is conducting the procurement for the purpose of procuring the Services described in the Specifications.

1.1.4 This Invitation To Participate (ITP) contains further information about the procurement process, the Services, and assessment questions for Applicants to complete. Each Applicant's response (**Application**) should be detailed enough to allow the Authority to make an informed selection.

## 1.2 Scope of the Project

1.2.1 The Authority is establishing a Pseudo Dynamic Purchasing System (PDPS), "the Living Well at Home PDPS" to enable the purchase of various Services for adult individuals using the service.

1.2.2 The aim of the Living Well at Home PDPS is to support the delivery of the Authority's vision to enable people to live as independently and healthily as possible. It will provide recipients of the service and their carers with the right level of care and support with prevention, early intervention, and the promotion of independence.

1.2.3 A PDPS offers the most flexible procurement solution for the provision of care and support as it allows for the admission of new and / or specialist Service Providers to the system as the market develops, or Individual's needs change but still provides for standardised Terms and Conditions across all Service Providers.

1.2.4 In accordance with the Public Contract Regulations 2015 (PCR 2015), the Authority is opting for a PDPS, to accommodate alternative rules from a standard Dynamic Purchasing System. By using the Light Touch Regime, the Authority can more flexibly meet its requirements under the Care Act 2014 such as choice and rights of Individuals.

1.2.5 The Living Well at Home PDPS will cover Services which are:

**Lot 1 Regulated Care Services by the Care Quality Commissioner (CQC)**

*See Appendix 3 Lot 1 Regulated Core Specification*

This is care and support delivered to Individuals, in their own accommodation (with their own front door) whose occupation of the property is entirely independent of the care and support arrangements (which remain at all times a visiting arrangement).

The Authority will have the ability to commission the following Services from the PDPS across the life of the arrangement under Lot 1 – Regulated Services:

- Short Term Care at Home (formerly Reablement and Crisis contracts)
- Homecare Services (formerly Homecare Framework)
- Extra Care Services

*May develop further to include the following services in the future:*

- *Night-time care*
- *Care provided in settings in which an Individual might be supported e.g., Supported Living*

## **Lot 2 Non-Regulated Support Services**

*See Appendix 3d Lot 2 Non-Regulated Core Specification*

This is support delivered to Individuals living in their own homes. This type of support does not include personal care and instead is a support service assisting with identified needs in accordance with the Care Act Eligibility determinations:

- Admission avoidance
- Reducing the reliance on formal care and support
- Practical support in the home in order to reduce reliance on formal care and support
- Outcome based support in the community to support with practical things such as time management, social activities, mood management, to prevent social isolation or would offer direct support to people e.g., signposting and wellbeing visits.

The Authority will have the ability to commission the following Services from the PDPS across the life of the arrangement:

- Short Term Help and Support (formerly Hospital Aftercare contracts)
- Other Non-regulated Support Services which may include:
  - Signposting Service
  - Assistance at Home
  - LD and Mental Health Support Service

- 1.2.6 The Living Well at Home PDPS will be an open arrangement with no restriction of the number of Service Providers who can be awarded a place on the PDPS. There will be an initial application phase to award places on the Living Well at Home PDPS within the Lots. Following the initial application phase (Round 1), the PDPS will reopen, and evaluations of new Applications will be held annually (see 1.6 and 2.1 for details). The Authority reserves the right to evaluate new Applications sooner and/or amend the evaluation dates. Evaluation dates will be published on the Authority's e-tendering portal as a message or any other format which the Authority stipulates.
- 1.2.7 Once the Living Well at Home PDPS has been established, Services will be commissioned in a number of pre-determined ways according to the applicable Lot Call-Off Procedure (Appendix 2a – 2d), a summary is provided at 1.4 below.
- 1.2.8 Procedures could change, to align to other projects, new systems, change in Call-Off process due to internal or external progress/changes.
- 1.2.9 Availability of funding may change depending on the Authority's budget and funding sources.
- 1.2.10 The Authority's ward and boundaries are subject to change throughout the life of the PDPS Agreement and changes will be communicated.

### 1.3 Value of the Living Well at Home PDPS

- 1.3.1 Please see summary below for the PDPS estimated total values, further details can be found at Appendix 1 for breakdown of these values along with a guide to potential volumes of Services to be commissioned.
- 1.3.2 The volume and values information are being provided as a guide only and there is no guarantee of the Service Contracts or value of Services to be awarded.

<p>Indicative total value of Call-Off's to be delivered is in the order of:</p>	<p>Estimated overall total Call-Off value is up to £4.2 billion</p> <p>The estimated Call-Off value for the Authority is up to £3.25 billion depending on demand.</p> <p>The estimated Call-Off value for ICB is up to £905.2 million depending on demand.</p> <p>The estimated volumes and values for the PDPS allows for cost increases and growth during the term.</p>
<p>PDPS Agreement Start Date:</p>	<p>01 September 2023</p>



PDPS Agreement is intended to expire no later than:	31 August 2035
---	----------------

*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.*

1.3.3 This Living Well at Home PDPS Agreement is for use by each of the Contracting Bodies identified in the contract notice.

- Lancashire County Council
- NHS Lancashire and South Cumbria Integrated Care Board (ICB)
- Blackburn with Darwen Council. See Appendix 1.

1.3.4 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) in the preparation of its Application.

#### 1.4 PDPS Term and Lotting

1.4.1 The Authority proposes to enter into PDPS Agreements with the successful Applicant(s) (Service Provider(s) on completion of the competitive tender process.)

1.4.2 The initial PDPS period will be 48 months (4 years), after such time the Authority may extend the PDPS two further times at 48 months (4 years) each, provided that the total duration of the PDPS does not exceed 144 months (12 years).

1.4.3 The PDPS Agreement start date is 01 September 2023 with Call-Off commencing at various time after this date (see section 1.12 below). (The Authority reserves the right to amend this date and Applicants will be notified of any changes).

1.4.4 The Services have been divided into the following **Lots**:

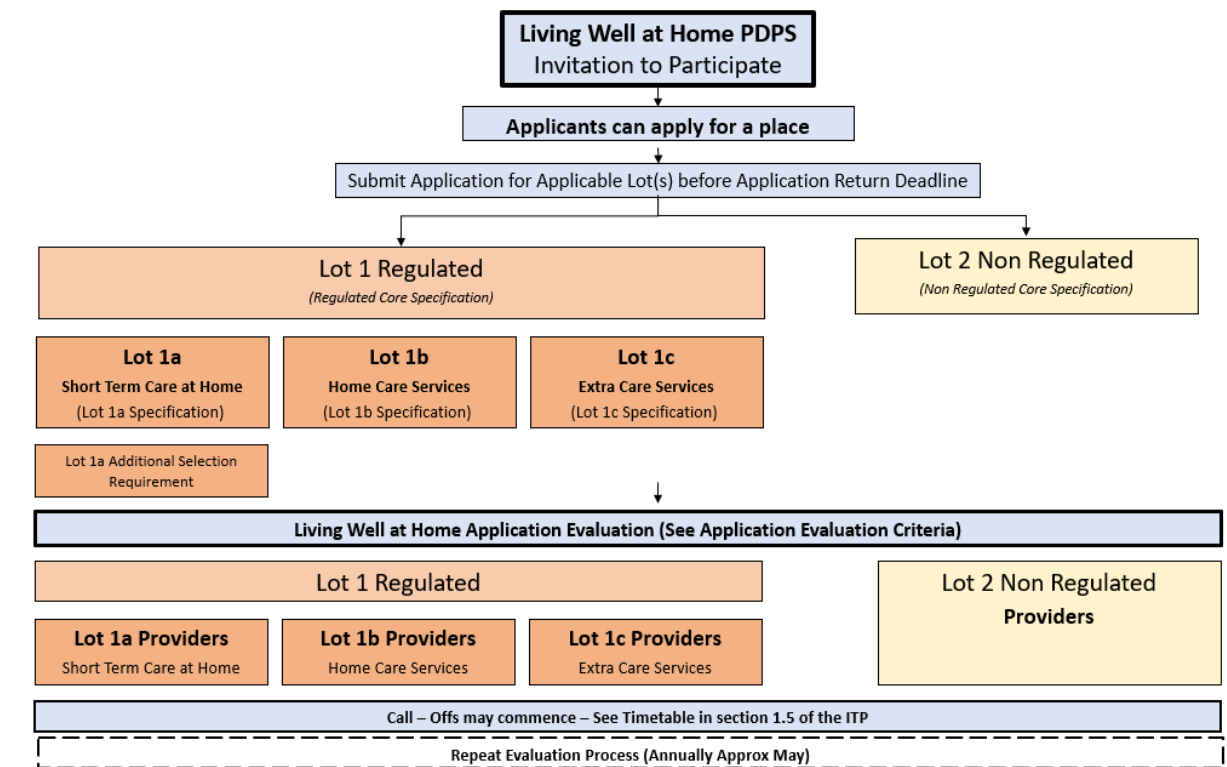
- Lot 1 – Regulated Care Services
  - Lot 1a – Short Term Care at Home
  - Lot 1b – Homecare Services
  - Lot 1c – Extra Care Services
- Lot 2 – Non-Regulated Support Services

1.4.5 Regulated Care Services has a Core Specification, Non-Regulated Support Services has a Core Specification and then each Lot has an additional Lot Specification which Applicants must read and understand as applicable.

1.4.6 Applicants are invited to apply for all or any of the Lots, there are no restrictions on the number of Lots that Applicants apply for, however the Applicant must ensure they meet the relevant Core and Lot Specification(s) for the Lot they choose to apply for. Additionally, the Applicant needs to ensure they have the resources available to carry out work in their chosen Lot(s) through the term of the contract.

1.4.7 Applicants must indicate in Appendix 4 Selection Criteria which Lot(s) they wish to apply for and complete Appendix 4a to confirm the Geographical Boundaries or Wards they wish to be considered for during Call-Off.

*Procurement Overview*



**Service Overview - Summary provided below, See Core and Lot Specifications and published Call-Off documents as applicable for more details**

	Lot 1 Regulated Services			Lot 2
Lot	Lot 1a	Lot 1b	Lot 1c	
<b>Service</b>	<b>Short Term Care at Home</b>	<b>Homecare Services</b>	<b>Extra Care Services</b>	<b>Non-Regulated Services (Various)</b>
<b>Geography</b>	<b>5 Geographical Boundaries</b> <i>(see Lot 1a Specification)</i> Morecambe Bay Fylde and Wyre West Lancashire Preston, Chorley & South Ribble East Lancashire	<b>Lancashire Wards</b>	<b>Various Schemes across Lancashire</b>	<b>5 Geographical Boundaries</b> <i>(see Lot 2 Specification)</i> Morecambe Bay Fylde and Wyre West Lancashire Preston, Chorley & South Ribble East Lancashire
<b>Call Off</b>	<b>Ordinarily Block Contracts</b> <i>See Lot 1 a Call-Off Procedure for other Call-Off methods available</i>	<b>Ordinarily Spot Packages of Care via Care Navigation Service</b> <i>See Lot 1 b Call-Off Procedure for other Call-Off methods available</i>	<b>Block &amp; Spot Contracts</b> <i>See Lot 1 c Call-Off Procedure for other Call-Off methods available</i>	<b>Ordinarily Block Contracts</b> <i>See Lot 2 Call-Off Procedure for other Call-Off methods available</i>
<b>Price</b> see 1.11 for more details	<b>Ordinarily compete on price at Call Off</b> <i>See Lot 1 a Call-Off Procedure for other pricing options available</i>	<b>Authority Set Hourly Rate</b> £20.50 till 31 <sup>st</sup> March 2024 then subject to annual Authority set uplifts. <b>£22.36</b> from 1 <sup>st</sup> April 2024. <b>BSL rate £25.00</b> till 31 <sup>st</sup> March 2025 – a set rate for packages of care for individuals that require BSL signing.	<b>Ordinarily compete on price at Call Off</b> <i>See Lot 1 c Call-Off Procedure for other pricing options available</i>	<b>Ordinarily compete on price at Call Off</b> <i>See Lot 2 Call-Off Procedure for other pricing options available</i>

## 1.5 **Purpose and scope of this ITP**

### 1.5.1 This Invitation to Participate (ITP):

- Asks Applicants to submit their Application 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 along with an anticipate timeline for Call-Offs.
- 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 Living Well at Home PDPS Agreement and Service Contract that will result from a successful Application.
- Sets out the Service Contract that could result from a Call-Off from the Living Well at Home PDPS Agreement.
- Explains the administrative arrangements for the receipt of Applications and when new Applications will be evaluated.

## 1.6 **Application Process**

1.6.1 The Living Well at Home PDPS will be an open arrangement. Applicants can apply to join during its term if the Applicant satisfies the required criteria and is able to deliver the Services as described in the applicable Specifications. The Living Well at Home PDPS will be open for new Applications from the date of publication (Round 1) of this Invitation to Participate to the initial Application Return Deadline (See below table or as amended via the Authority's e-tender portal). Following the initial Application evaluation stage (Round1), it is intended that the Living Well at Home PDPS will remain open for new Applications, however evaluation of Applications will be at each evaluation stage of the subsequent Round, to be held at least annually (approximately between May and September of each year) as detailed at 2.1

1.6.2 The Authority reserves the right to evaluate new Applications sooner and/or amend the evaluation dates. Evaluation dates will be published on the Authority's e-tendering portal as a message or any other format which the Authority stipulates.

1.6.3 Any Applications submitted after the Application Return Deadline will be evaluated as part of the next evaluation period.

1.6.4 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.

- 1.6.5 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 Service Provider.
- 1.6.6 Applicants that have been rejected will have the opportunity to reapply by submitting an improved Application during the next Round.

### **Existing Living Well at Home PDPS Providers All Lots**

- 1.6.7 Existing PDPS Provider may apply for additional Lot(s). However, this can only be requested during each Round of evaluation, in line with timescales within section 2 of this ITP (or otherwise advised via the Fusion portal messages).
- 1.6.8 PDPS Provider must confirm if any information contained in their original Application has changed or not, if so, Appendix 4 - Selection Criteria Questionnaire must be completed again to indicate the changes and submitted. If an existing PDPS Provider is applying for Lot 1a Short Term Care at Home, question 7.15 Relevant Experience Lot 1a Short Term Care at Home) within Appendix 4 Selection Criteria Questionnaire must be completed.
- 1.6.9 In addition, in all cases an amended Appendix 4a - Selection Criteria Additional Info document must be completed to confirm the CQC Nominated Office to be used to deliver the proposed Service for each additional Lot(s).

### **Existing Living Well at Home PDPS Providers - Lot 1b Home Care Services only.**

- 1.6.10 Existing PDPS Providers who have been awarded a place within Lot 1b, may amend the Wards in which they wish to deliver Services within. However, this can only be requested during each Round of evaluation, in line with timescales within section 2 of this ITP (or otherwise advised via the Fusion portal messages).
- 1.6.11 In order for a PDPS Home Care Provider to amend Wards they wish to provide services in, they will be required to resubmit an amended 'Tab 2. Requirements -Lot 1b' in Appendix 4a - Selection Criteria Additional Info. The information must be completed as indicated by the instructions in this document. Additionally, within this document, the PDPS Provider must confirm if any information contained in their original Application has changed or not, if so, Appendix 4 - Selection Criteria Questionnaire must be completed again to indicate the changes and submitted along with the amended Appendix 4a - Selection Criteria Additional Info document.
- 1.6.12 Any request to amend the Wards the Provider wishes to deliver within will be subject the same evaluation as outlined in 7.11 of the Selection Criteria Questionnaire in line section 1.7 (Care Quality Commission registration & Rating) of this ITP.

## 1.7 CQC requirements

### **CQC - Selection Criteria Lot 1 Regulated Services**

#### 1.7.1 CARE QUALITY COMMISSION (CQC) REQUIREMENTS – REGISTRATION & RATING

1.7.2 The Authority reserves the right to amend these requirements in consultation with / providing notification to Applicants/Service Providers and will provide reasonable notice of any changes to the requirements.

1.7.3 The Authority requires Applicants to be registered with the Care Quality Commission (CQC) in England for the required Regulated Activities to be carried out under the Living Well at Home PDPS.

1.7.4 Applicants are asked to specify within Appendix 4a Selection Criteria Additional Information:

- i. which Lot(s) they wish to apply for,
- ii. confirm the CQC Nominated Location(s) where they will deliver the Service(s) from,
- iii. the overall most recent CQC rating for each CQC Nominated Location(s),
- iv. the CQC ID for each CQC Nominated Location,
- v. the date(s) of the CQC inspection(s), and
- vi. Registered Manger for each CQC Nominated Location(s) to be used to deliver the required Services.

1.7.5 The CQC Nominated Location(s) must be the base from where the day to day management of the Regulated Activities are delivered and must be registered with CQC for the regulated activity of Personal Care.

1.7.6 The following requirements must be met by all Applicants who choose to apply for Lot 1.

1.7.7 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 CQC Nominated Location(s) must reflect the Services you are applying for as at the Application Return Deadline.

1.7.8 The Authority will not enter into an Agreement with any Applicant whose most recently published CQC inspection for its CQC Nominated Location(s) 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,
- ii. has an overall rating of 'inadequate'; or 'requires improvement',

iii. has not met all standards set by CQC.

1.7.9 These requirements relate to the most recent report published by the CQC as of the Application Return Deadline.

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

- i. in relation to the Applicant's operations that are to be carried out at the CQC Nominated Location(s) that does not have a report from the CQC, in the event that those same operations were previously carried out at a different location which has at least one published archived CQC report which meets the criteria in this document section 1.7 of the ITP.
- ii. 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 report for the prior entity and evidence of the link between the two entities.
- iii. in the event the legal entity providing the Service changes (e.g., when a home care agency is taken over by another company), the Applicant is able to provide a CQC report for all material entities engaged as part of the new entity; or,
- iv. 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 the Applicant can sufficiently evidence:
  - a) The Applicant has been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the Application Return Deadline notwithstanding that the Applicant may have legitimately changed its legal status and or entity at any stage;
    - a1) In this event the Applicant must be able to evidence that all material entities engaged as part of the new entity have been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the Application Return Deadline; and,
  - b) That the CQC Nominated Location(s) has been registered with CQC for the regulated activity of Personal Care for a minimum of two years at the Application Return Deadline notwithstanding that the CQC Nominated Location(s) may have been subject to a change of address or change of Applicant's legal status that can be demonstrated through archived CQC records;

b1) provided that the CQC Nominated Location(s) had not been archived on the CQC website as a result of at least one of the following scenarios:

- I. The Applicant has voluntarily closed the CQC Nominated Location(s);
- II. Services regulated by the CQC are no longer provided; or
- III. The CQC has taken enforcement action to close the CQC Nominated Location(s).

## **1.8 CQC - Following Application Return Deadline**

1.8.1 If at any time following the Application Return Deadline, you become aware through the receipt of a published report from the CQC that your CQC Nominated Location(s) is to be rated overall 'requires improvement', 'Inadequate' or it does not meet the published requirements under the Selection Criteria for Regulated Services you must inform the Lead Procurement Officer via a message on the Fusion portal, within 5 working days. If the Authority is not satisfied your Application meets the published requirements in respect of that CQC Nominated Location(s), it will be disregarded.

1.8.2 Applicants must maintain the required CQC rating and registration requirements of the CQC Nominated Location(s) throughout the procurement process, following which the terms of the PDPS Agreement will apply. Where the status of your CQC Nominated Location(s) ceases to meet the requirements of the PDPS Agreement, you must notify the Lead Procurement Officer within 5 working days and your Application in respect of that CQC Nominated Location(s) will be disregarded.

## **1.9 CQC - Consortia Submissions**

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

1.9.2 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 CQC Nominated Location(s) as per the Lot requirement of their chosen Lot. (Record on the CQC rating spreadsheet in Appendix 4a.)

1.9.3 For the consortium to pass, all members subject to regulation by the CQC must meet the PDPS CQC requirements.

1.9.4 All members must maintain the required CQC rating throughout the procurement process and notify the Lead Procurement Officer of any changes within 5 days of when they become aware of the change.

## **1.10 CQC - Post PDPS Agreement Award**



1.10.1 Following the conclusion of the procurement, successful Applicants will be appointed to the Living Well at Home PDPS per Lot they have chosen as a Service Provider.

1.10.2 The terms and conditions of the PDPS Agreement and any Service Contract awarded under it will apply, if at any time following award, a Service Provider becomes aware through receipt of a published report from CQC that their CQC Nominated Location(s) is to be rated:

- Overall 'Inadequate' or 'Requires Improvement';

They must inform the Authority's Contract Management Team within 5 days of becoming aware of the change.

1.10.3 If at any time following PDPS award a Service Provider wishes to add and/or remove CQC Nominated Location(s), the Service Provider must have received approval from CQC in the form of a Notice of Decision to confirm the change before delivering Services from the chosen CQC Nominated Location(s) and that the new CQC Nominated Location(s) meets all requirements as set out in this section 1.7 and section 1.8 of this ITP.

1.10.4 If at any time following PDPS award a Service Provider wishes to have a complete change of business and location address 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 in the form of an updated Certificate of Registration before delivering Services from the new chosen CQC Nominated Location(s). The Service Provider must seek approval from the Authority for any proposed change of CQC Nominated Location(s), The Service Provider will need to evidence how they will meet the service requirements set out in this section 1.7 and section 1.8 of this ITP from the new CQC Nominated Location(s).

#### **1.10.5 CQC Requirements and Consortia Submissions**

1.10.6 All consortium members, subject to CQC regulations, must maintain the CQC requirements stated in this ITP throughout the PDPS Agreement term. If any of the consortium members' CQC rating for their CQC Nominated Location(s) identified in the selection criteria falls below the requirements, the applicable provisions of the PDPS Agreement and Service Contract will be engaged. The Authority shall, in such circumstances, be at liberty to terminate the consortiums appointment to the PDPS. 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. If it is the lead member of the consortium CQC rating which does not meet the PDPS CQC requirements, the Authority, may, at its discretion and if it is deemed necessary and appropriate, require the lead member to terminate its arrangements with the consortia and authorise for one of the remaining consortium members to become the lead member, allow the consortia to continue to deliver the Services.

## 1.11 Price

1.11.1 The Price for Services within the Living Well at Home PDPS are summarised below:

Lot 1a Short Term Care at Home	To be determined at Call-Off – see Call-Off Procedure for more details (Appendix 2a).
Lot 1b Homecare Services	<b>Authority Set Rate £20.50</b> till 31 <sup>st</sup> March 2024. This rate is subject to an annual price review (see Appendix 7a Service Contract clause 11.23)  £22.36 per hour from 1 <sup>st</sup> April 2024  <b>BSL rate £25.00</b> per hours till 31 <sup>st</sup> March 2025 – a set rate for packages of care for individuals that require BSL signing.
Lot 1c Extra Care Services	To be determined at Call-Off – see Call-Off Procedure for more details (Appendix 2c).
Lot 2 Non-Regulated Services	To be determined at Call-Off – see Call-Off Procedure for more details (Appendix 2d).

1.11.2 Prices will be subject to an annual uplift. See clause 11.23 of the Service Contract (Appendix 7b). This will apply to Lot 1b Homecare Services, and where applicable any Call-Off Service Contract awarded from Lot 1a, Lot 1c and Lot 2.

1.11.3 The adult social care fee decision paper can be found on the Authority's web pages for cabinet decision, found here:

[Council Decisions \(lancashire.gov.uk\)](https://www.lancashire.gov.uk/council-decisions/)

1.11.4 Uplifts may apply to the Charges from 1<sup>st</sup> April each year.

## 1.12 **Arranging Services Through the Living Well at Home PDPS**

1.12.1 There will be no guarantee of Services to be commissioned for Service Providers awarded a place on the PDPS. When a need arises, the Authority will follow the applicable Lot Call-Off procedure to commission Services. Please see Call-Off Procedures Appendix 2a-2d. For each Call-Off from the PDPS the Service Contract will apply.

### 1.12.2 **Lot 1a Short Term Care at Home**

Service will ordinarily be commissioned as a Block Contract via a mini competition across 5 Geographical Boundaries. However, the Authority reserves the right to use other Call-Off methods as described in the Lot 1a Call-Off Procedure. Service Providers who have been awarded a place within Lot 1a will have the opportunity to bid for the Contract(s). See the Call-Off Procedure for more details (Appendix 2a) and below for guidance regarding Call-Off timescales.

### 1.12.3 **Lot 1b Homecare Services.**

Services will be called off as Spot Packages of Care via the Authorities Care Navigation Service on a Ward basis when the need arises during Care Navigation opening hours. However, the Authority reserves the right to use other Call-Off methods as described in the Lot 1b Call Off Procedure. See the Call-Off Procedure (Appendix 2b) for more details and below for guidance regarding Call-Off timescales.

### 1.12.4 **Lot 1c Extra Care Services**

Service will ordinarily be commissioned as a Block Contract and/or Spot Contract basis via a Mini Competition when the need arises. However, the Authority reserves the right to use other Call-Off methods as described in the Lot 1c Call-Off Procedure (Appendix 2c). Service Providers who have been awarded a place within Lot 1c will have the opportunity to bid for the Contract. See the Call-Off Procedure for more details and below for guidance regarding Call-Off timescales.

### 1.12.5 **Lot 2 Non-Regulated Services**

Service will ordinarily be commissioned as a Block Contract via a Mini Competition across 5 Geographical Boundaries. However, the Authority reserves the right to use other Call-Off methods as described in the Lot 2 Call Off Procedure (Appendix 2d). Service Providers who have been awarded a place within Lot 2 will have the opportunity to bid for the Contract(s). See the Call-Off Procedure for more details and below for guidance regarding Call-Off timescales.

Please note market engagement is planned to 2024 for Log 2 Non-Regulated Services. See tender advert and tendering portal for updates:

## 1.13 Future Call-Offs

1.13.1 The Authority anticipates the below future Call-Off's to take place. This data is offered in good faith, but the Authority reserves the right to change these dates / call-offs.

Call-Off Date	Name of Call-off
2023 Q4 (from 13/11/23)	Homecare Call-Off Commences (Lot 1b)
2024 Q3	Extra Care – The Courtyards (Lot 1c)
2024 Q3	Extra Care – Possible New Scheme (Lot 1c)
2024 Q3	Extra Care – Lighthouse View (Lot 1c)
2024 Q4	Extra Care - Ainscough Brook (Lot 1c)
2024 Q4	Extra Care - Hyndbrook House & Kirk House (Lot 1c)
2024 Q4	Extra Care - St Annes Court (Lot 1c)
2024 Q4	Extra Care - Bannister Brook (Lot 1c)
2024 Q4	Extra Care - Marlborough Court (Lot 1c)
2024 Q4	Extra Care - Stanner Lodge (Lot 1c)
2024 Q4	Extra Care – Greenwood Court (Lot 1c)
2024 Q4	Possible Lot 2 Non Regulated Call Offs
2025 Q3	Extra Care – Tatton Gardens (Lot 1c)
2025 Q3	Extra Care – Greenbrook House (Lot 1c)

Applicants should check the Authority's Tender Portal and Tender Advert on a regular basis for updates regarding planned engagement and future opportunities.

## 1.14 Business Transition

1.14.1 The Authority will aim to give Providers sufficient time to mobilise the Services, prepare for meeting the requirements set out in the Core and Lot specifications and work with the Authority to implement plans to ensure transition is managed safely and effectively.

### 1.14.2 Lot 1a Short Term Care at Home

Following any Call-Off of Service Contracts under this Lot 1a, the Authority's intended approach for any existing Individuals in receipt of a service under the current Contracts will have their service transferred to the successful Service

Provider within the Geographic Boundary in which they live. Further details will be provided within the Call-Off documents.

### 1.14.3 Lot 1b Homecare Services

The Authority's intended approach for working with Service Providers to manage the transition of existing Individuals to the PDPS Lot 1b Homecare is as follows.

There will be two key principles that the Authority will apply when transitioning existing Individuals:

- a. **Successful Service Providers.** Existing Individuals whose current service provider is appointed to PDPS Lot 1b Homecare will remain with their existing Service Provider to ensure continuity of their care and support unless the Individual expressly selects otherwise.

The Authority will contact existing Individuals to inform them of the outcome of this procurement process, that their current provider has been successful and that they do not need to take any action if they want their Service to continue.

In circumstances where an Individual wishes to change service provider, the allocation method will be in accordance with the Call-Off Procedure detailed at Appendix 2b.

- b. **Unsuccessful Service Providers:** Existing Individuals whose current Service Provider is not appointed to the PDPS Lot 1b Homecare will have their care package transferred to a successful Lot 1b Service Provider who has been appointed to the PDPS, in accordance with the Call-Off Procedure at Appendix 2b unless the Individual chooses to take a direct payment to manage their own arrangements.

The process for the assignment of Care Packages will be in accordance with the Call-Off Procedure set out in Appendix 2b.

It is anticipated that, once the transfer of Individuals commences for Lot 1b, Business Transition may take between 6 and 18 months to complete.

The table below summarises the Authority's intentions for Lot 1b Homecare Services only.

## Lot 1b Homecare Services – Call Off

Individual Status		Which Agreement Applies to the Services?	When are the Services Likely to be Commissioned through the PDPS?	What Rate is Payable?
Individuals new to Homecare Services	→	This PDPS Agreement.	PDPS Commencement Date as stated on the PDPS Contract Acceptance Form.	The Authority will make payment to the Service Provider at the PDPS Lot 1b Authority set rate
Existing Individuals whose current Service Provider is appointed to PDPS Lot 1b	→	Any existing agreement applies until completion of Business Transition processes.  Upon completion of Business Transition processes the PDPS Agreement will apply.	PDPS Commencement Date as stated on the PDPS Contract Acceptance Form.	The rate payable under any existing arrangements would be payable until completion of Business Transition processes.  From PDPS Commencement Date, as stated on the PDPS Contract Acceptance Form, the Authority will make payment to the Service Provider at the PDPS Lot 1b Authority set rate.
Existing Individuals whose current service provider is not appointed to the PDPS Lot 1b	→	Any existing agreement applies until completion of Business Transition processes at which point Individuals will be moved to a new PDPS agreement.	Following each evaluation 'Go Live' date.	The Authority will make payment to the <i>new</i> PDPS Lot 1b Service Provider at the PDPS Lot 1b Authority set rate



#### **1.14.4 Lot 1c Extra Care Services**

The Authority's intended approach will be detailed within the Call-Off documents at Appendix 2c.

#### **1.14.5 Lot 2 Non-Regulated Support**

The Authority's intended approach will be detailed within the Call-Off documents at Appendix 2d.

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

1.15.1 The Authority is carrying out the procurement on behalf of itself as principal and any other person(s) or body referred to in the Find a Tender notice. Such bodies may purchase Services from the PDPS following the published Call-Off Procedures.

1.15.2 The following bodies have expressed an interest in purchasing through the Contract in addition to the Authority Calling-Off:

- NHS Lancashire and South Cumbria Integrated Care Board – All Lots
- Blackburn with Darwen Council – Lot 2 (Short Term Help and Support) only

1.15.3 NHS Lancashire and South Cumbria Integrated Care Board may purchase Services they require from the PDPS throughout the life of the PDPS agreement, however this is not likely to be before 2024. Any such arrangements will be communicated to PDPS Service Providers and will be within the published contract values set out in section 1.3 and Appendix 1.

### **1.16 Clarifications about Services or ITP**

1.16.1 Any clarifications relating to this ITP must be submitted through the e-tendering portal as described in Section 3.

1.16.2 The Authority will respond to all reasonable clarifications as soon as possible through publishing the Applicant's questions and the Authority's response to them on the e-tendering portal via a Clarifications Log which will be maintained and made available to all Applicants on the portal.

1.16.3 If an Applicant wishes for 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 clarification and its response will be issued to all potential Applicants.



1.16.4 The deadline for receipt of clarifications relating to the Services or this ITP is set out in Section 2. 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.

## 1.17 Clarifications about the contents of the Application

1.17.1 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.

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

## 1.18 Prevent Duty for Local Authorities

1.18.1 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 PROCUREMENT TIMETABLE

### 2.1 Key dates

2.1.1 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.

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

Event	Date
Living Well at Home PDPS Application Process Commences (Round 1)	13 <sup>th</sup> April 2023  For additional rounds, dates will be published via the Fusion Tendering Portal.
Tenderers' Briefing	See recording at <a href="#">LPS Care - Living Well at Home PDPS - LCC15131 - Lancashire County Council</a>
Deadline for receipt of clarifications	Dates will be published via the Fusion Tendering Portal





Round Application Return Deadline	Dates will be published via the Fusion Tendering Portal
Round Evaluation of Applications	Dates will be published via the Fusion Tendering Portal
Notify Outcome of Places Awarded on the PDPS Agreement	Dates will be published via the Fusion Tendering Portal
Mobilisation period	Dates will be published via the Fusion Tendering Portal
PDPS Agreement start date	Dates will be published via the Fusion Tendering Portal
Target Lots commencement dates	Various See section 1.14 for estimated specific Lot commencements dates

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

2.1.3 Applicants are advised to regularly check the e-Tendering portal 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.

2.1.4 The initial Round will be followed by subsequent Rounds to be held annually. Below is a high-level timetable of when Rounds will be available for applications. Applications completed outside of these times will be collated but will not be evaluated until the evaluation stage of the next Round is open. **Please note this timetable is subject to change and the Authority reserves the right to amend or bring forward or delay future Rounds.**

Stage	Round 2 (2024)	Round 3 (2025)	Round 4 (2026)	Round 5 (2027)	Round 6 (2028)	Round 7 (2029)	Round 8 (2030)	Round 9 (2031)	Round 10 (2032)	Round 11 (2033)	Round 12 (2034)
Tender Live	Applications can be submitted at any time. <i>Round Application Return Deadline will be communicated.</i>										
Round Evaluation of Applications	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul	Jun - Jul
Notify Outcome of Places Awarded on the PDPS	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Jul
Contract Signing	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug	Jul - Aug



Mobilisation	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept	Aug - Sept
Go Live	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept

2.1.5 Any changes to the procurement Timetable shall be notified to all Applicants as soon as practicable.

## 2.2 Tenderers' Briefing

2.2.1 Please see recording on the link below, details of any future briefings will be published on this website and via the Fusion Tendering Portal.

[LPS Care - Living Well at Home PDPS - LCC15131 - Lancashire County Council](#) .

## 2.3 Deadline for receipt of Applications

2.3.1 Responses to this ITP must be returned in the manner prescribed under Section 3 no later than the Application Return Deadline. Any Application received after the Application Return Deadline shall not be opened or considered for that Round. 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.

## 2.4 Contract award

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

2.4.2 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(s), it will notify all Applicants of that decision before entering into any Agreement(s)/Contract(s).

## 2.5 Debrief

2.5.1 The contract award notification will be sent to each Applicant. The Authority will inform all unsuccessful Applicants of the outcome of the evaluation process.

## 3 APPLICATION COMPLETION INFORMATION



### 3.1 Formalities

3.1.1 All documents comprising the Application must be completed and uploaded to the e-tendering portal by the Application Return Deadline.

3.1.2 Applicants must submit:

Document	Appendix	Applicant to Submit
Selection Criteria Questionnaire Part 1, 2 and 3	4	One per Applicant / all members of a consortium / essential sub-contractors must submit. <i>If you are an existing PDPS Lot 1b Home Care Provider submitting amended Ward information. You must confirm your Selection Criteria information has not changed by indicating in the tick box at the top of the form and submitting.</i>
Selection Additional Information	4a	One per Applicant / consortium
Selection Criteria Reference Request	4b	Up to three per Applicant / consortium – please see instructions in the selection criteria questionnaire
Form of Tender	6	One per Applicant / consortium

### 3.2 Electronic Tender Returns – Oracle Fusion

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

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

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



- 3.2.3 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.
- 3.2.4 Use of the Authority's e-tendering system will benefit Applicants in terms of efficiency and cost savings when compared with hard copy Applicant's 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.

## **4 Support**

### **4.1 Oracle Fusion Supplier Portal**

- 4.1.1 Oracle Fusion Supplier Portal is the replacement to iSupplier Portal. All existing active suppliers to the Authority will have been automatically registered in Fusion.
- 4.1.2 Guidance will be available within the 'How to do Business with the Council' part of the LCC website.
- 4.1.3 The contact details for advice or assistance relating to the use of the e-tendering system are:

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

Telephone Number: 01772 534966

Normal support line hours are between 10am to 12pm and between 2pm and 4pm, Monday to Friday.

- 4.2.1 It is the responsibility of the Applicant to ensure that the contact information it has entered for its organisation within Oracle Fusion is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by an Applicant should the contact information be inaccurate. The Authority cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by an Applicant nor for any delays or missed messages or invites to call-offs encountered by the Applicant due to changes in contact details.
- 4.2.2 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.



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

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

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

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

4.3.3 The Authority will not accept email or hard copy/paper tender returns in relation to this tender and you must submit your Application electronically via the e-tendering portal by submitting your 'Response' via the portal and not via the messaging function.

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

4.3.5 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.

4.3.6 The following requirements must be adhered to when submitting an Application:

- Each Application must be uniquely named or referenced.
- The Selection Criteria Questionnaire Submission must be in Microsoft Word.
- 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.
- The Application must be fully cross-referenced.

4.3.7 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.



- 4.3.8 Application will be evaluated on the basis of information submitted by the Application Return Deadline.
- 4.3.9 The Applicant must upload a duly executed Form of Tender (*Appendix 6*)
- 4.3.10 Where the Applicant is a company, the Application must be signed by a duly authorised representative of that company.
- 4.3.11 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.
- 4.3.12 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.

#### 4.4 **Character / Page Limits**

- 4.4.1 The Authority reserves the right to set a limit upon the size of an Application response to any question in the Selection Criteria and any subsequent Call Off Award Questionnaires by setting a maximum limit to the number of characters/pages per question response. Where a limit is set, this will be indicated in the question.
- 4.4.2 Where a character limit has been set for a question, where applicable, 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.
- 4.4.3 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.
- 4.4.4 In circumstances where the character/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 character limit (and discarding the remainder) or disqualification of the Application in its entirety.
- 4.4.5 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.

#### 4.5 **Submission of Applications**



#### 4.5.1 Each Applicant:

- Must submit one Application and indicate each Lot that the Applicant wishes to make a bid.

4.5.2 The Applicant 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 Applicant itself. That is, the Applicant must be capable of being accepted by the Authority in its own right.

#### 4.6 PDPS Agreement and Contract Terms

4.6.1 The draft PDPS Agreement and Service Contract that the Authority proposes to use is attached at *Appendix 7, 7a & 7b*. By submitting an Application, Applicants are agreeing to be bound by the terms of this ITP, the PDPS Agreement and Service Contract without further negotiation or amendment.

4.6.2 The Authority **cannot** accept any qualifications to this ITP.

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

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

4.6.5 All requests for clarification on any terms and conditions within this procurement must be made in writing in accordance with Section 1.16. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable at Section 2. 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.

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

4.6.7 In the event that the Authority does not receive the signed Agreement/Service Contract within **10 Business Days** of it being sent to the successful Applicant following the decision to award the Agreement/Service Contract, the Authority reserves the right to disqualify the Applicant.

#### 4.7 Documents forming the Agreement

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



- Agreement and its schedules.
- Service Contract(s)
- 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 applicable (as completed by the Service Provider).
- Responses to requirements **OR** method statement questions as applicable (as completed by the Service Provider)
- A list of commercially sensitive information (as completed by the successful Applicant).
- The Invitation to Participate Document and its appendices.

#### 4.8 **Simultaneous Competition, Consortia and Subcontractors**

4.8.1 The Authority requires all Tenderers 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 subcontract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider. The Tenderer must decide if they fall within one of these groups, the Authority will not express any opinion or provide any guidance on your bidding model.

##### **Simultaneous Competition**

4.8.2 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 agreement/contracts awarded in the event that it is successful in being appointed under more than one bidding model.

##### **Consortia and Subcontractors**

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

- a. **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, 2 and 3 of the Selection Criteria Questionnaire, satisfactory responses must be received in respect of essential subcontractors in order for the tender to proceed to the evaluation stage.
- b. **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 Applicants 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, 2 and 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.

#### **4.9 Warnings and disclaimers**

- 4.9.1 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.
- 4.9.2 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.
- 4.9.3 If an Applicant proposes to enter into an Agreement/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.
- 4.9.4 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.



#### **4.10 Confidentiality and Freedom of Information**

4.10.1 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.

4.10.2 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.

4.10.3 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.

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

4.10.5 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.

4.10.6 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 4a].

#### **4.11 Publicity**

4.11.1 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.

#### **4.12 Applicants conduct and conflicts of interest**

4.12.1 Any attempt by Applicants or their advisors to influence the contract award process in any way may result in the Applicant being disqualified. Specifically, Applicant 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 Applicant 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 Applicant.
- 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.

4.12.2 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.

4.12.3 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.

#### 4.13 **Authority's rights**

4.13.1 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 Tender, expression of interest, the selection criteria, or the Application process.
- Withdraw this ITP at any time, or to re-invite Applicants 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.

#### 4.14 **Bid costs**



4.14.1 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.

#### 4.15 **Guarantees**

4.15.1 The Authority may have qualified the Applicant on the assumption that, were 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 **TENDER EVALUATION MODEL**

#### 5.1 **Evaluation Criteria**

5.1.1 The evaluation of Tenders will follow the guidelines set out within *Appendix 5 – Application Evaluation Criteria*.

5.1.2 This evaluation criteria will be used the initial Round and all subsequent Rounds to be held annually.

#### 5.2 **Social Value Policy**

5.2.1 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 forms part of each Lot Specification and may form part of the Award Criteria evaluation. Details about what Social Value means to the Authority can be found [here](#).

### 6 **TUPE**

#### 6.1 **Status of TUPE**



- 6.1.1 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 Section 6) 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 A Provider shall provide any successor or any potential successor contractor with any workforce information as may reasonably be required.
- 6.1.5 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.



**AVAILABLE AS SEPARATE DOCUMENTS IN THE TENDER PACK**  
**APPENDIX 1 – VALUE BREAKDOWN OF THE LIVING WELL AT HOME PDPS**

**APPENDIX 2 – LOT CALL-OFFS PROCEDURES**

- Appendix 2a – Lot 1a Short Term Care at Home Call-Off Procedure
- Appendix 2b – Lot 1b Homecare Services Call-Off Procedure
- Appendix 2c – Lot 1c Extra Care Services Call-Off Procedure
- Appendix 2d – Lot 2 Non-Regulated Services Call-Off Procedure

**APPENDIX 3 – CORE SPECIFICATIONS AND LOT SPECIFICATION**

- Appendix 3 – Lot 1 Regulated Services Core Specification
- Appendix 3a – Lot 1a Short Term Care at Home Specification
- Appendix 3b – Lot 1b Homecare Services Specification
- Appendix 3c – Lot 1c Extra Care Services Specification
- Appendix 3d – Lot 2 Non-Regulated Services Core Specification
- Appendix 3e – Lot 1 Regulated Services Core Spec KPI
- Appendix 3f – Lot 1a Short Term Care at Home KPI
- Appendix 3g – Lot 1b Homecare Services KPI
- Appendix 3h – Lot 1c Extra Care Services KPI

**APPENDIX 4 - SELECTION CRITERIA QUESTIONNAIRE**

- Appendix 4a – Selection Criteria Additional Information
- Appendix 4b – Selection Criteria Reference Request

**APPENDIX 5 – APPLICATION EVALUATION CRITERIA**

**APPENDIX 6 – FORM OF TENDER**

**APPENDIX 7 – PDPS AGREEMENT**

- APPENDIX 7a – PDPS Acceptance Form
- APPENDIX 7b – Service Contract

**APPENDIX 8 – SPECIFICATION GLOSSARY**



## DOCUMENT AMENDMENT LOG

Please note: Amended documents will be uploaded on to the Authorities webpage as soon as possible, there may be a delay before the amended document is posted.

### [LPS Care - Living Well at Home PDPS - LCC15131 - Lancashire County Council](#)

#### Version Control

Date Published	Document	Version	Amendment Description
21/04/23	Living Well at Home ITP	V2	Amendment made to the service start date for Lot 1b Homecare Services in section 1.11 and 1.14.3
21/04/23	Appendix 4a - Selection Criteria Additional Info	V2	Amendment to specialisms within tab 2. Requirements -Lot 1b. Amendment to title Manager of Office within tab 2. Requirements - Lot 2
28/04/23	Appendix 4 - Selection Criteria Questionnaire	V2	Additional question 5.5 inserted following Cabinet Office update. Applicants may use this version, however if the original version has already been completed this will also be accepted.
28/04/23	Appendix 5 Application Evaluation Criteria	V2	Addition of the evaluation criteria for question 5.5 inserted following Cabinet Office update.
05/05/23	Appendix 5 Application Evaluation Criteria	V3	Change to section 2.1
05/05/23	Living Well at Home ITP	V3	Change to Lot 1b commencement date at section 1.13.1 Change to Application Return Deadline – is now <b>Tuesday 23<sup>rd</sup> May at 10am</b> Addition of 1.2.10
05/05/23	Appendix 4a - Selection Criteria Additional Info	V3	Amendment of ward information on Tab 2.Requirements – Lot 1b. Applicants must ensure they use the updated version (V3) when submitting an application. Applicants who have already submitted must use the 'revise' option on Fusion and upload an updated Appendix 4a - Selection Criteria Additional Info V3.



18/3/24	Living Well at Home ITP	V4	Update to proposed Call Off Timetable 1.13.1 Addition of 1.6.7-1.6.9. Updated Homecare Hourly Rate from 1/4/24
18/3/24	Appendix 2b Lot 1b Homecare Services Call-Off Procedure	V3	Amendment to 4.1 (g)
18/3/24	Appendix 3b Lot 1b Homecare Services Specification	V3	Amendment to section 5
18/3/24	Appendix 4 Selection Criteria Questionnaire	V3	Addition of Existing PDPS Lot 1b Home Care Providers only check box.
18/3/24	Appendix 4a Selection Criteria Additional Info	V4	Amendment to competition instructions and addition of contact details tab.
18/3/24	Appendix 7a PDPS Acceptance Form	V2	Amendment to Lots section formatting.
18/3/24	Appendix 7b Service Contract	V3	Amendment to error in numbering.
14/8/24	Living Well at Home ITP	V6	Removal of 1.10.5 and 1.10.6 – drafting error.

