

**Invitation to Tender**

**for the provision of**

**Occupational Health Services for Herefordshire Council and**

**Hoople Ltd**

To be completed by the supplier – please delete this line once complete

Company name:

Company address:

Prepared by:

Position:

Date of completion:

Herefordshire Council

Status: Final

Tender Reference: HIS-CN004

# Contents, timetable and list of documents

Herefordshire Council and Hoople Ltd (The Clients) would like to thank you for your interest in this opportunity for the provision of Occupational Health Services (OHS). Upon award, the Provider will have two separate contract with the Clients.

The Invitation to Tender (ITT) is being carried out under the Light Touch Regime (LTR) allowed within The Public Contract Regulations 2015, Reg 74 to 77 and therefore applies the flexibilities afforded under above regulation. These flexibilities include, but are not limited to, a relatively high threshold (the LTR covers social, health, education and other services, up to a threshold of £663,540).

Herefordshire Council (the council) would like to thank you for your interest in this opportunity. This document contains the questions that you will need to complete and return, in addition to all supporting information about the council’s requirements and the evaluation process.

The contents are detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Section number & content** | | **Requirement on you as the bidder** |
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**Timescales**

The intended timetable for this ITT is in the table below.

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| --- | --- |
| **Stage** | **Date** |
| ITT issued to bidders | 18 December 2023 |
| Deadline for clarification questions to the council **via the council’s tender portal.** | 08 January 2023 at 12:00 noon |
| Deadline for bidders to submit this completed ITT **via the council’s tender portal.** | **15 January 2024 at 12:00 noon** |
| Planned notification of system demonstration interviews to Bidders | w/c 22 January 2024 |
| System demonstration | w/c 29 January 2024 |
| Planned notification of the result to bidders | w/c 05 February 2024 |
| Contract start date | 19 February 2024 |
| Mobilisation period | 19 February 2024 – 31 March 2024 |
| Service commencement date | 01 April 2024 |

**List of documents**

The document pack consists of information documents which outline the council’s requirements for the services, plus completion documents in which tenderers must complete their response.

The list of documents is as below:

* Completion document 1: Invitation to Tender for Occupational Health Services (ITT). (This document)
* Completion document 2: Financial Workbook
* Completion document 3: Social Value Framework spreadsheet
* Completion document 4: Pricing Schedule
* Information document 1: Occupational Health Service Contract draft - Herefordshire Council
* Information document 2: Appendix 1 – Quality Audit Checklist: Management Reports
* Information document 3: Supplier Security Assessment
* Information document 4: Occupational Health Service Contract draft – Hoople

# Specification

|  |  |
| --- | --- |
|  | **Introduction** |
|  | Herefordshire Council (“the Council”) is a unitary authority responsible for delivering a wide range of public services and, as such, has a diverse workforce. The Council’s employees carry out a mixture of front-line and office-based roles ranging from those such as Social Worker, Enforcement Officer and School Crossing Patrol, to Administrator, Project Manager and Solicitor.  Hoople Ltd is a public sector owned company based in Hereford specialising in providing business support services as well as front-line services to a range of customers. Its services include Human Resources, IT, Finance, Revenues & Benefits and Training & Education, Care Services and building maintenance and cleaning. Hoople Ltd was established in April 2011 and is owned by its shareholders: Herefordshire Council, Wye Valley NHS Trust and Lincolnshire County Council.  Herefordshire covers a land area of 2,180 square kilometres (840 square miles) and is predominantly rural with around 95% of the county classified as such. Situated in the south-west of the West Midlands region and bordering Wales, Herefordshire’s principal urban locations are the city of Hereford, together with the market towns of Leominster, Ross-on-Wye, Ledbury, Bromyard and Kington. The transport network is mainly comprised of rural ‘C’ or unclassified roads leading off single carriageway ‘A’ roads, but the county is connected to the motorway network linking South Wales to the West Midlands and has direct and regular rail links to London, Birmingham, Manchester and Cardiff.  Bidders should be aware of the challenges that a rural county presents in respect of providing good quality, reliable services. Bidders must also make sure the travelling distance throughout Herefordshire has been taken into account when planning work schedules and pricing, where applicable.  Its geographical spread, together with its move towards more flexible working, mean that the Clients need to think differently about the way they support their workforces over the coming years. Technology-enabled, flexible services are therefore crucial when it comes to OHS, as is illustrated in this specification, This is balanced against the requirement to be able to deliver a face to face service in Herefordshire when required to support employees’ health and wellbeing. |
|  | **Scope** |
|  | The broad aims of the OHS are to:   * Prevent ill health arising as a result of work done or the conditions in which work is done, including through health surveillance programmes * Assist in the appropriate placement of people at work, taking into account their physical and mental health * Promote the establishment and maintenance of high standards of physical and mental wellbeing in all employees * Protect the public from any adverse consequences arising as a result of ill health or infected employees * Increase the effectiveness of the Clients, by enhancing employee performance and morale through reducing risks at work which lead to ill health, sickness absence and accident * Control infection of employees through appropriate immunisation against infectious diseases * Provide access to appropriate pre-employment occupational health assessment * Occupational health referrals will be made by Client’s designated officers (managers or HR Teams). Clients’ employees cannot self-refer. The designated officer will include with the referral a copy of the employee’s job description.   This tender is published as the current contract is due to expire on 31st March 2024 and it is an essential service to provide to our employees.  **Contract period**: 3 years, with an option to extend for up to 24 months (extensions are subject to provider’s satisfactory financial and contractual performance).  **Contract Start Date**: 19th February 2024, with the service commencement date – 1st April 2024.  **Location**: this tender relates to the administrative area within the Herefordshire county boundaries. |
|  | **Background** |
|  | As at 31 October 2023 the Council’s employee headcount was 1,416. All employees have a work base in Herefordshire.  As at 31 October 2023, Hoople’s headcount was 598 employees. The majority of employees are based in Herefordshire. As from April 2023 Hoople has a small team of 5 employees who are based in Lincolnshire. There are a small number of employees who work from home based at various cities within England / Wales.  The Clients understand the importance of keeping people well (physically and mentally) at work and the role of effective OHS in achieving that aim. The Clients are therefore seeking a provider who will work proactively with their employees, line managers and HR Advisers to ensure the delivery of effective OHS which will:   1. Support the Clients in promoting employee health and wellbeing; 2. Enable the Clients’ compliance with legal and regulatory obligations (e.g. the Health and Safety at Work Act 1974); and 3. Support the Clients in reducing costs associated with sickness absence and improving business efficiency.   Background data  During the 2022/23 Financial Year, the Council’s average Full Time Equivalent (FTE) days lost due to sickness equated to 8.67.  For Hoople Ltd, this came out at 9.10 average FTE days lost.  The top 3 reasons for sickness absence within the Council and Hoople Ltd during the 2022/23 Financial Year are shown in the table below:   |  |  |  | | --- | --- | --- | | Ranking | Herefordshire Council | Hoople Ltd | | 1 | Infections | Musculo-skeletal | | 2 | Long term / debilitating | Stress | | 3 | Stress | Gastro-intestinal |   Indicative annual usage of services by both Clients can be found in the Completion Document 4: Pricing Schedule. |
|  | **Objectives** |
|  | The objectives of this service are to:   * Service commencement date to be 1st April 2024. * Implement a service that will be available across Herefordshire. * Implement a service that is able to deliver face to face appointments within Herefordshire county boundaries, with the location being provided by the Supplier. * Implement a service which will provide support at least 5 days per week (9.00am – 5.00pm Monday to Friday, excluding Bank Holidays). * Develop an approach to service delivery based on best practice across the sector. * Produce high quality management reports based on clinical assessment, assessing an employee’s fitness to work or timeframe to return to work, recommend adjustments / restrictions as necessary, an assessment whether an employee’s illness is likely to be considered under the Equality Act 2010 and any other relevant details the employer needs to be aware of. |
|  | **Description of service to be provided – The requirements** |
|  | All referrals will be made and approved by a designated Clients’ Officer.  Clients’ employees cannot self-refer.  Any face-to-face appointments will be conducted locally in a premises provided by the Provider and within Herefordshire county boundaries.  **1) Occupational Health (Core Services)**  Upon receipt of referral, the Provider will screen and triage employee’s referral forms, setting up appointments with an OH Advisor / Nurse or OH Physician / Dr as appropriate.  Appointments will be conducted mainly face-to-face, locally in Herefordshire in a premises provided by the Provider, but can be flexible where agreed by the Client(s) and the cause allows. The Provider will allocate a minimum of 45 minutes for regular OH Physician and Advisor / Nurse appointments, as appropriate.  Once an employee has been seen by an OH Physician or OH Advisor / Nurse 2 times, the Provider will contact the Client’s designated officer to seek authorisation before arranging a 3rd appointment.  The Provider will support the Clients and their employees by providing clinical assessment for its Occupational Health Service in relation to the following:   * prolonged/recurrent sickness absence and return to work after sickness absence or accident (OH Nurse or OH Physician appointments) * work-related ill health, fitness for work, any adjustments required as a result of a cognitive assessment * pre-employment screening by questionnaire and appointment if required * ill health retirement applications and appeals against decisions with access to an Independent Registered Medical Practitioner qualified in occupational health medicine (IRMPs) * advice in relation to injuries, illness and mental health issues as appropriate * advice on onward referral e.g. physiotherapy (this may be to employee’s GP) * Occupational Health Case Conferences with the Clients’ Designated Officers to discuss and agree outcomes for complex and/or long term cases * advice to managers and employees regarding potential exposure to Blood Borne Viruses   **2) Health surveillance**  The Provider will allocate a minimum of 30 minutes for single health surveillance and a minimum of 60 minutes for complex health surveillance. Any relevant forms must be completed by employee or clinician in advance of the appointment. Appointments will be conducted face-to-face, locally in Herefordshire.  Health surveillance includes:   * health surveillance programmes including Hand Arm Vibration Syndrome, spirometry, audiometry, skin / dermatitis examination, lung function, vision screening and night worker assessment * periodic health assessment for example: COSHH regulations or where risk assessment has indicated that this is required (Night Worker Assessments etc.)   **3) Counselling**  The Provider must be able to provide Counselling services if / when requested by the Clients. Counselling sessions will be subject to approved referrals (by the Clients designated officers) with agreed cost as stated on a Purchase Order.  Subject to referral, the Provider will allocate a minimum of 60 minutes for counselling appointments, as appropriate. These will be conducted face-to-face, locally in Herefordshire, unless otherwise agreed with the Client’s designated officer.  The number of appointments per employee will be assessed on a case by case basis, agreed between the Clients and the Provider and are subject to budget approvals. The number of appointments per employee will be stated on the Purchase order raised by Client(s).  Where additional appointments are recommended, the Provider will contact the Clients’ designated Officer to seek authorisation before scheduling any further appointments. A new Purchase Order will be raised for additional appointments with agreed cost and number of appointments stated on Purchase Order.  **4) Physiotherapy**  The Provider must be able to provide Physiotherapy services if / when requested by the Clients. Physiotherapy services are subject to approved referrals and a Purchase Order raised by the Clients designated officer with agreed cost stated on Purchase Order.  As a minimum the Provider will offer the following three main approaches to physiotherapy:   * education and advice; * movement and exercise; and * manual therapy.   Upon receipt of referral, the Provider will screen and triage employee referral forms. The Provider will refer the employee to their GP / NHS for support in the first instance. If further Physiotherapy services are required, they will be subject to further approved referrals.  The number of appointments per employee will be assessed on a case by case basis as agreed between the Clients and the Provider and are subject to budget approvals. The number of appointments per employee will be stated on the Purchase order raised by Client(s).  The Provider will allocate a minimum 45 minutes for physiotherapy appointments, as appropriate. These will be conducted face-to-face.  Where additional appointments are recommended, the Provider will contact the Clients’ designated Officer to seek authorisation before scheduling any further appointments. A new Purchase Order will be raised for additional appointments with agreed cost and number of appointments stated on Purchase Order.  **5) IT Requirements**  The following IT functional requirements are essential / desirable as indicated:  Essential:   * Designated contact e-mail for the occupational health, physiotherapy and/or counselling referrals * Dedicated web page containing information for Clients’ managers and employees about the OHS * Use of electronic records of employee referrals and reports * Ability to set up pre-appointment / pre-enrolment checks electronically via a secure referral system * Ability to make electronic referrals directly via a secure referral system * Ability to monitor progress of on-going cases via a secure referral system * Ability for systems to incorporate varying levels of access (e.g. Administrator, HR Case Adviser, etc) * Provision of occupational health and counselling appointments / reviews via secure video-calling system, where appropriate * Ability for pre-employment / appointment questionnaires to be completed online for prospective employees * Ability to de-commission any system at the end of the contract lifetime and ensure appropriate transfer of medical records   Desirable:   * Ability to send appointment reminders via text and/or e-mail * Online appointment booking and cancellation system   **6) Location of the Services**  The Clients will not supply a location or premises for the delivery of the service and this will be the responsibility of the Provider.  The Provider must ensure that the premises used are based **within Herefordshire county boundaries** and are safe and suitable for the delivery of the service.  In addition premises must:   * comply with health and safety legislation, including fire regulations * have disability access * have appropriate waiting and treatment areas * be appropriately furnished and equipped with necessary equipment * comply with infection control standards * be easily accessible by public transport * provide secure storage for personal data, where applicable   The facilities must have reasonable access for specialised face-to-face or enhanced assessment services to undertake health assessments.  **7) Hours of Delivery**  Hours of delivery for the OHS by the Provider will be as follows:   * Access to occupational health duty staff – 5 days a week (9.00am – 5.00pm Monday to Friday, excluding Bank Holidays), 52 weeks of the year.   Note that this should include the provision of advice to managers and employees regarding potential exposure to Blood Borne Viruses.   * Access to physiotherapy and counselling appointments – 5 days a week (9.00am – 5.00pm Monday to Friday, excluding Bank Holidays), 52 weeks of the year.   **8) Information Governance, Confidentiality and Management of Medical Records**  Under this specification, all parties are joint controllers for the data held in their respective roles in managing this contract.  The Provider must not divulge information to any third parties who do not need to know it, without the prior written consent of the Clients and/or the data subject.  The Provider must have a confidentiality policy and procedure that all its staff are aware of and have received training in.  Should the Provider suspect or become aware of any unauthorised access, copying, use or disclosure in any form of confidential information they must inform the Clients immediately.    The appropriate legislation that applies can be found by using the links below:  [www.legislation.gov.uk](http://www.legislation.gov.uk)  [Information Commissioner's Office (ICO)](https://ico.org.uk/)  **9) – Disputes / Complaints Resolution Procedure**  The Provider will have an effective policy and/or procedure for dealing with customer dissatisfaction and complaints.  In the event of any complaint being made by the Clients or one of their employees or managers about the quality or level of service provision, the Provider will investigate the complaint and respond in writing with the outcome of that investigation within 14 working days of the complaint being received.  Please also refer to Clause 13 of the Information document 1: Contract Terms and Conditions.  **10) Transfer of Records upon Transition**  Prior to the commencement of the contract term, the Provider shall secure electronic copies of all current live and closed cases from the Clients and / or current OHS provider. The Provider will manage this process in conjunction with the current OHS provider at no additional cost to the Clients.  At the end of the contract term, the Provider should ensure that the individual records are passed on to the Replacement Supplier and/or the Council, where this is necessary, in a condition that enables the incumbent provider to manage that information effectively and in compliance with relevant statutory duties  **11) Invoicing and Billing**  The Provider shall provide separate invoices to each of the Clients to cover the preceding month’s appointment costs within 3 weeks from the last working day of the month the invoice corresponds to.  The invoice must be supported with the relevant backing data of purchase order number, employee’s name, appointment type and costs to the Clients for their respective services. Where the above information is incorrect or missing, it will be returned to the Provider to amend.    Payment is normally made by the Council within 30 days of receipt of a valid undisputed VAT invoice from the Provider.  The Council shall have no obligation to make any payment unless the Purchase Order Number is stated on the Supplier’s invoice.  **12) Staffing**  The Provider must ensure that all occupational health staff are qualified and competent (as defined by the Management of Health and Safety at Work Regulations 1999) to perform their job and that they are up-to-date in terms of knowledge and professional skills and qualifications, experience and training for the tasks they have to perform.  The Provider must ensure that all staff are registered with the appropriate regulatory bodies and that they hold suitable specialist qualifications in occupational health, physiotherapy and/or counselling.  The Provider must ensure that all practitioners:   * are able to meet the requirements of this contract * are aware of new developments in the field of occupational health, physiotherapy and/or counselling and advise on and implement new initiatives, as appropriate * demonstrate excellent communication with the Clients, their employees and managers * demonstrate high service quality and safety standards * demonstrate quality customer care * provide a flexible service to meet the needs of the Clients * provide the Clients with the necessary information to effectively monitor the health needs of their employees * understand and respect the diversity and cultural needs of the Clients’ employees * ensure that all use of personal data is lawful, and can demonstrate the highest levels of patient confidentiality and information governance   The Clients consider it best practice, but not essential, for the Provider’s occupational health service to meet all of the standards of Safe Effective Quality OHS (SEQOHS) Standards and be able to demonstrate accreditation, or working towards accreditation.  **12.1 Staff qualifications**  The Provider must ensure that all OH Physicians engaged by Provider (including any Subcontractor):   * have a relevant higher postgraduate qualification in occupational medicine recognised by the Faculty of Occupational Medicine; and * are able to demonstrate that they have achieved the desired competencies in occupational medicine through training and experience; and * maintain these competencies through continuing professional development (CPD); and * complete an annual appraisal relevant to their practice in occupational medicine.   The Provider must have access to two or more Independent Registered Medical Practitioners qualified in occupational health medicine, who are able to make assessments and manage appeals under the Local Government Pension Scheme ill health retirement regulations.  The Provider must ensure that OH Advisors / Nurses engaged by the Provider (including any Subcontractor) hold a diploma or degree in OH Nursing or equivalent. They must be registered (and maintain registration) with the Nursing and Midwifery Council (NMC).  Medical assessments shall always be performed by a qualified OH Physician or Advisor / Nurse who is able to demonstrate a high level of clinical competence in the OH field and has the ability to contextualise and balance the clinical assessments with the practicalities of service delivery and a broader wellbeing ethos.  The Provider must ensure that its staff (including any Subcontractor) engaged to carry out health surveillance are competent in undertaking the tasks required of them.  The Provider must ensure that Counsellors engaged by Provider (including any Subcontractor) are registered (and maintain registration) with a professional organisation that has been accredited by the Professional Standards Authority (PSA), meaning that they have met the PSA’s required professional standards to practise.  The Provider must ensure that Physiotherapists engaged by Provider (including any Subcontractor) are fully qualified members of a recognised professional body, such as the Chartered Society of Physiotherapy (CSP). They must also be registered (and maintain registration) with the Health & Care Professions Council (HCPC).  The Provider shall ensure that, with some reasonable exceptions, adequate levels of staffing is maintained.  Should there be any concerns regarding performance or standards regarding the Provider’s staff (including any Subcontractor), these will be addressed swiftly by the Provider in the manner agreed with the Clients. |
|  | **Constraints** |
|  | Constraints that would need to be considered by the Provider are:   * The provider must ensure that the mobilisation and transition period timescales are maintained, or a resolution is determined to ensure there is no disruption or delay to the start of the contract. Service **must start on 1st April 2024**. * Consideration and a plan should be in place for any staff members that are in receipt of services from the current OHS provider when new contract starts on 1st April 2024. * Online and cloud hosted platforms should have adequate data protection and malware licenses. Provider will be required to complete a [Supplier Security Assessment](http://hcintranet.herefordshire.gov.uk/ig/Forms%20guidance%20and%20templates/Herefordshire%20Council%20Supplier%20Security%20Assessment.docx) (see Information Document 4) * Provider will contact the Clients’ designated officers to seek authorisation before scheduling the 3rd appointment. The same applies to subsequent appointments.   The Provider must provide the premises in which they will hold clinics within the Herefordshire County Boundary. |
|  | **Performance measures and project success** |
|  | **Management Reports**  During the contract set-up, the Clients and the Provider will agree template(s) to be used for all management reports which satisfy the Clients’ needs.  The Clients will monitor the quality of management reports through quarterly audits of a sample of reports using the criteria outlined in Information Document 2 (Appendix 1 – Quality Audit Checklist: Management Reports)  The Clients expect management reports produced by the Provider’s staff to be of good quality and provided within 2 working days following the appointment. A good report will:   * state whether the health concern meets the criteria for disability as defined by the Equality Act 2010 * contain a clear statement as to the employee’s fitness at the time of the assessment; * provide a guide as to when they may be fit for work, where applicable; * provide useful, forward-looking advice on adjustments that will aid the employee’s return to work and to their usual duties, taking full account of the employee’s role and business needs; * signpost to other services provided by the Clients such as our [Employee Assistance Programme](http://hcintranet.herefordshire.gov.uk/ld/SitePages/The%20Orchard%20-%20pick%20your%20perks.aspx), to maximise the range of support available to employees; and * provide useful advice on what action can be taken to prevent a recurrence of the employee’s sickness absence, for example.   The Clients do not consider management reports with the following features to be of good quality:   * reiterating what the employee says; * avoiding giving an opinion and delaying a decision; * acting as an employee’s advocate and not being independent; * concentrating on medical details and treatment without reference to the functional impact of the condition on what the employee can and cannot do; and * Providing prescriptive advice on adjustments which leave little or no scope for the Clients to exercise their discretion regarding what is reasonable taking account of the employee’s role and business needs.   **Feedback surveys**  The Clients require a provision of an online customer feedback survey for managers and employees, the content of which is to be agreed with the Clients. This can be deployed from a 3rd party package, with information and metrics to be reviewed as part of the contract monitoring.  **Key Performance Indicators**  The Provider will issue performance reports to the Clients at least a fortnight before the monitoring meetings are held. The content of the performance reports will be agreed during the contract set-up period. These will include but will not be limited to Key Performance Indicator (KPI) reporting.  The Provider shall proactively seek to drive continuous improvement to effectively meet the Clients’ objectives which are set out in Section 4: Objectives above.  In addition to quarterly meetings, the Provider shall provide monitoring information, including statistical information on usage and referral times to the Clients on a monthly basis to enable the activity, quality and performance within the contract to be monitored and evaluated. This information will be also reviewed during the face-to-face monitoring meetings.  The quarterly monitoring information will include the following KPIs:   |  |  | | --- | --- | | **KPI description** | **Requirement** | | Referrals processed within 3 working days from receiving pre-employment questionnaire to issuing written outcome of desktop screening | 100% | | Pre-employment questionnaires requiring a face to face examination and written outcome are issued within 8 working days | 100% | | Management reports issued within 10 working days from receipt of referral | 100% | | Counselling referrals made and appointments held within 7 working days of receipt of referral | 100% | | Physiotherapy referrals made and appointments held within 7 working days of receipt of referral | 100% | | Referring managers who are satisfied with the OHS (based on results of satisfaction surveys) | 100% | | Referred employees who are satisfied with the OHS (based on the results of satisfaction surveys) | 95% | | All complaints investigated and responded in writing with the outcome of that investigation within 15 working days of the complaint being received (reviewed quarterly). | 100% | | Invoices raised within one calendar month of the preceding month’s appointments | 100% | |
|  | **Social value** |
|  | Social Value is important to the Council and is included under the Social value qualitative question section below and Social Value Framework spreadsheet (Quantitative element).  Please note, the Social Value commitments will be monitored as part of the contract.  Before responding to the Social Value Framework spreadsheet, please refer to the [Social Value Toolkit- A Bidder's Guide to Tendering](https://www.herefordshire.gov.uk/downloads/file/23577/social-value-tootlkit-a-bidder-s-guide-to-tendering). You are then required to complete the Social Value Framework spreadsheet, ensuring that you fill in every tab. Please read the Notes tab first, prior to completing the spreadsheet. |
|  | **Contract Management requirements** |
|  | The Clients will monitor the quality and performance of the OHS through regular, face-to-face monitoring meetings with the Provider. These meetings will be scheduled as follows:   * During the first 3 months of the contract – meetings will be held on a monthly basis; and * From month 4 onwards – meetings will be held on a quarterly basis   The monitoring meetings will hold a written record of what had been discussed and/or agreed.  The Clients will review the Providers performance in line with the requirements listed in Section 7. Should there be no immediate improvement to the Providers performance, the Clients will notify the Provider in writing and the Provider should respond with a proposal to remedy the situation with clear timescales for rectification.  The Providers will identify Key Account Holders to liaise with the Clients’ Contract Managers to resolve any operational issues as quickly as possible (to be agreed at the implementation meeting).  The Provider will supply the Clients with a reporting structure for contract performance monitoring, escalation routes and dispute resolutions (to be agreed at the implementation meeting). |
|  | **Mobilisation/ transition requirements** |
|  | The service must commence on **1st April 2024** with all information and data transfers completed before that date from the current provider.  The successful bidder’s representative will be invited to an implementation meeting with the Clients to agree timelines for completion of each stage of the contract mobilisation, transition of information for the storage and handling of mixed records (paper and electronic) on time. |
|  | **Business continuity and emergency planning** |
|  | The Provider is required to have in place and demonstrate through their tender submission business continuity arrangements to ensure that the service is delivered and objectives are met irrespective of challenges encountered. |
|  | **Contract exit and transition plans** |
|  | The Provider is required to provide a detailed contract exit plan within 3 months of the contract commence date. The Clients and Provider will meet within 10 working days after the submission of that exit plan to agree the content of the plan.  The contract exit must include details on the Information and Data Transfer, returned to the clients in an accessible format and cleansed at the end of the contract.  The cost of the Information and Data Transfer should be included into the Contract Exit Costs and will be part of this contract.  The Provider shall keep the contract exit plan under review on an annual basis, and subject to any revision, should be sent to the Clients for agreement. |
|  | **Budget** |
|  | The estimated budget for this contract is:   * £200,000 over a total of 5 years for Herefordshire Council * £35,000 over a total of 5 years for Hoople |

1. **Tender evaluation**

Following receipt of tender responses, an evaluation panel consisting of council officers, and any other external consultants as deemed necessary, will be constituted.

Copies of the bidders’ responses will be distributed to panel members, on the condition that they remain confidential.

The council will evaluate the tenders against the criteria listed below to establish a ranking of tenders, in terms of the most economically advantageous tender. Bidders may be required to answer written queries during the evaluation period to provide clarification regarding their tender.

The tender evaluation will allow the council to primarily select the tender that represents best value for money.

The council shall not be bound to accept the lowest priced tender.

Tenders submitted without all the information required for the evaluation criteria will be considered incomplete and may therefore be rejected. Tenders must be submitted as requested in the bidder’s response section or they may be rejected.

### Evaluation methodology

The following evaluation scheme will be adopted:

Following the evaluation of the compliance (stage 1), and quality and cost (stage 2) sections of the bid, a shortlist of tenderers will be selected to pass on to stage 3; system demonstration. The shortlisted tenderers will be identified from their overall score which will be used to rank tenderers. The highest ranking tenderer will be invited to participate in the system demonstration stage, along with the second and third highest ranking tenderers providing that their overall scores are within 10% of the highest ranked tenderer.

Responses will be evaluated in line with the following scoring systems. The scores generated for each question will be combined to provide an overall score which will determine which organisations will be shortlisted.

There will be different marks awarded to different categories of questions. The table below shows the marks allocation.

**Questions ‘pass/fail’**

* The information provided by organisations in response to these questions is information necessary to support a bidder’s application. Your responses in Section 4, excluding the ‘scored’ and ‘for information’ questions, will be evaluated on a satisfactory or not satisfactory basis. If any of your responses in this section are deemed not satisfactory your tender will be rejected. Where this is the case, the ‘scored’ questions will not be evaluated.

**Questions that are ‘scored’**

* ‘Scored’ criteria require an assessment to be made concerning how well an organisation meets a particular requirement. There are several such criteria, contained within the following sections (shown here with the overall percentage weighting that will be applied).

|  |  |
| --- | --- |
| **Scored criteria (Stage 2)** | **Weighting (%)** |
| **Cost element** | **30%** |
| **Quality element**  See below for sub-weightings: | **53%** |
| Q1 - Service delivery | 20% |
| Q2 - Experience | 10% |
| Q3 - Service Mobilisation | 13% |
| Q4 - IT facilities and website | 10% |
| **Social value quality element** | **4%** |
| Q1 - Social value (qualitative element) |  |
| **Social Value Framework** | **8%** |
| Social Value Framework spreadsheet  (quantitative element) |  |
| **Scored criteria (Stage 3)** | **Weighting (%)** |
| **System demonstration** | **5%** |

### Scoring

The following examples illustrate how cost and quality and social value quality elements in the ‘scored criteria’ table will be scored.

**Cost element**

Cost will be scored as a comparison of your bid to that of the lowest compliant bid received as follows:

**% scored = (lowest bid / your bid) \* Cost weighting**

**Quality and social value quality element**

Questions asked within the questionnaire will be scored out of 10 using the marking system below.

The score will be calculated to reflect the percentage weighting applied to that question (as shown below) and will contribute to the overall quality and social value quality weightings:

**% score for each question = your score / maximum score available x question weighting**

A minimum compliance mark applies to all quality questions number. In order to submit a compliant tender, you must score a minimum of 2 marks (partial) on each question.

**System Demonstration**

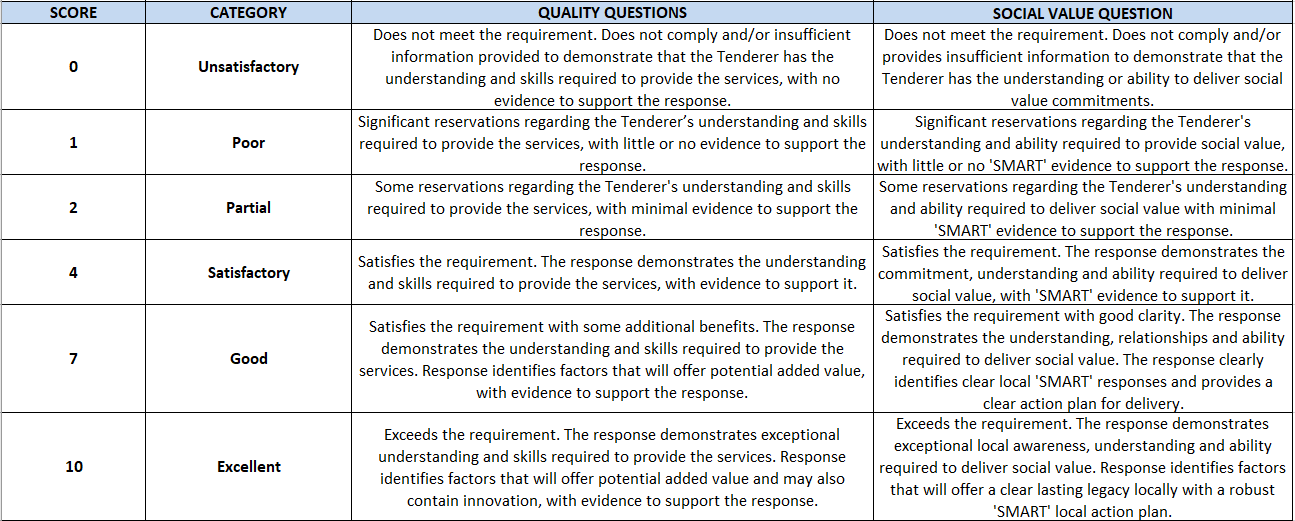
The system demonstration element is worth 5% of the total score available. This score is only available to the highest scoring provider and the 2nd and 3rd highest scoring providers, (following the evaluation of the cost and quality elements) whom are within 10% of the top ranked provider.

The score will be calculated to reflect the percentage weighting applied for the system demonstration (as shown below):

**your score / maximum score available x question weighting = % score for each question**

Evaluators will allocate scores based on the following model:-

**Requirements evaluation criteria**



**Social Value Framework**

Before responding to the Social Value Framework spreadsheet, please refer to the [Social Value Toolkit- A Bidder's Guide to Tendering](https://www.herefordshire.gov.uk/downloads/file/23577/social-value-tootlkit-a-bidder-s-guide-to-tendering). You are then required to complete the Social Value Framework spreadsheet, ensuring that you fill in every tab. Please read the Notes tab first, prior to completing the spreadsheet.

On completion of the four tabs within the Social Value Framework spreadsheet, a value-ratio will be calculated (see Tab (5) Information – Value Ratio). The value-ratio monetises (pence in the £) the supplier commitments to social value compared to the cost of the contract. A score out of 10 will be awarded by converting the value- ratio to the rating bands detailed in the scoring methodology as set out in the framework spreadsheet.

**Please note: If you do not fill in every tab (1 - 4) in the Social Value Framework spreadsheet, you will automatically be scored a ‘0’ for this element of the tender.**

The score will be calculated to reflect the percentage weighting applied to that question (as shown below):

**% score for Social Value Framework = your score / maximum score available x question weighting**

The weighted scores for the cost, quality, Social Value qualitative element, Social Value Framework score and system demonstration elements will be added together to provide a total score. The highest scoring tender will be recommended for acceptance.

**Fraud prevention check**

The highest ranked tenderer will be identified as the preferred tenderer and will be subject to a fraud prevention check (see section 5.4). If fraud is detected, the council reserves the right not to proceed to award a contract to that bidder and may then consider the next highest ranked bidder as the preferred tenderer (undertaking the same fraud checks for that tenderer) and so on until a clear/passed fraud check is identified. The contract will be awarded to the highest ranked tenderer who passes the fraud prevention checks.

# Bidder’s response section

## Instructions

In order to demonstrate how the bidder will provide the service that fully meets the requirements as detailed in the specification, the council requires the bidder to provide a response to the quality and price questions within this section.

The bidder must assume that assessors will have no prior knowledge of the organisation and must provide all information they wish to be considered as part of the tender evaluation. This may include quantitative evidence to support responses to the questions asked.

Please read and comply with the following points:

* It is important that you answer ***all*** the questions as fully as possible unless indicated otherwise.
* ***Do not*** change the format of the response documents as they will be used for the official scoring.
* Save this document and complete your response within this document, in the boxes provided. Please change the document name to ‘[Your organisation name] ITT response’ and upload to the e-tender portal.
* You MUST ensure you leave sufficient time for the upload of your files to the e-tender portal. Bids that are submitted late or not in full will NOT be evaluated.
  + - **Please note tenderers MUST use the completion document templates for their response and must not alter or personalise the templates in any way** beyond the tenderer’s information content required for their submission response. Templates should be submitted in the same file format as they are issued (**i.e Do not** convert them to .pdf or other file formats). Any documents submitted as part of your response to this tender that have been altered in any way and are in a file format that varies from that in which they were issued, may result in your submission being deemed non-compliant and your tender rejected.
    - **Responses are limited to the maximum page count or word limit specified in each question in part 4. Any response submitted over the stated limit will NOT be included in the evaluation.**
* ***Do not*** send any general marketing material or promotional information for your organisation by way of answers to any of the questions.
* ***Do not*** insert or embed documents or website links within this response.
* ***Do not*** attach additional documents in response except where otherwise directed.
* If you are part of a corporate group, please answer the questions specifically for your organisation (not the group).
* ***Failure*** to fully complete this Invitation to Tender and comply with the instructions may result in disqualification of the tender submission.
* The name of the organisation submitting the tender and question number must be clearly marked on all pages of any documentation provided if supplied as attachments.
* All questions **must** be answered in full.
* All documents **must** be written in English.

Please answer the table below in full.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Question** | | | **Response** | | |
| **Potential supplier information: For information** | | | | | |
| Full name of the potential supplier submitting the information | | |  | | |
| Contact name, contact position (job title) and contact’s email address for enquiries about this submission | | |  | | |
| Registered office address (if applicable) | | |  | | |
| Registered website address (if applicable) | | |  | | |
| Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector (please specify whether charity/social enterprise/community organisation etc.) 7. other (please specify your trading status) | | |  | | |
| Company registration number (if applicable) | | |  | | |
| Charity registration number (if applicable) | | |  | | |
| Registered VAT number | | |  | | |
| Trading name(s) that will be used if successful in this procurement | | |  | | |
| Are you a Small, Medium or Micro Enterprise (SME)?  See definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> | | | Yes/ No  [Please delete as appropriate] | | |
| Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  (Please enter N/A if not applicable) | | |  | | |
| **Financial: Pass/ Fail** | | | | | |
| Please complete the Financial Standing Workbook and upload to the tender portal.  Please ensure that you read and submit the **required attachments** as set out in the financial standing workbook document.  Please state whether any attachments have been enclosed.  Questions within this part which relate to financial information about your organisation are mandatory for completion and failure to provide information may invalidate your ITT. Responses to these questions will be evaluated to ensure that your organisation is in a sound financial state to participate in this procurement and to ensure the effective delivery of the service, as defined in the PCR 2015. Responses will be assessed on a pass / fail basis, in that any unacceptable circumstances may disqualify the tenderer from further consideration.  The council also reserves the right to undertake financial evaluations, re-evaluations, credit checks or assessments as necessary to determine an organisation’s financial condition (so as to apply a pass or fail to this section) at any time throughout the course of the tender process. | | | Uploaded/ Not uploaded  Uploaded/ Not uploaded  *Please state attachment/s file names here:* | | |
| **Insurance: Pass/Fail** | | | | | |
| Please provide details of your current insurance cover. We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price tenders should be based on full insurance levels being in place (or willing to obtain prior to contract commencement should you be successful). | | | **Insurance cover value** | | |
| Employer’s liability: (£5m) | | | £ | | |
| Public liability: (£5m) Each and Every loss or claim | | | £ | | |
| Professional indemnity: (£2m) to be maintained for a period of six years after the expiry of the contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate. | | | £ | | |
| **Professional and business standing information: Pass/Fail** | | | | | |
| Does any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor (s)? | | | | | |
| Is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings: | | | Yes/ No  [Please delete as appropriate] | | |
| Has been convicted of a criminal offence related to business or professional conduct | | | Yes/ No | | |
| Has committed an act of gross misconduct in the course of business | | | Yes/ No | | |
| Has not fulfilled obligations related to payment of social security contributions | | | Yes/ No | | |
| Has not fulfilled obligations related to payment of taxes | | | Yes/ No | | |
| Is guilty of serious misrepresentation in supplying information | | | Yes/ No | | |
| Is not in possession of relevant licences or membership of an appropriate body where required by law | | | Yes/ No | | |
| *If the answer to any of these is ‘****yes****’ please give brief details below, including what has been done to put things right: (500 words)* | | |  | | |
| **Policy compliance: Pass/Fail** | | | | | |
| **Equality**  Does your company have a written equality statement or policy that demonstrates compliance with the Equalities Act 2010?  *If you are unable to answer ‘yes’ to this question, you must be able to demonstrate how your organisation complies with the Equality Act 2010.*  *If you are unable to answer ‘yes’, please include your response here:* | | | Yes/ No  [Please delete as appropriate] | | |
| **Modern slavery**  Does your company have a written modern slavery statement or policy that demonstrates compliance with the Modern Slavery Act 2015?  *If you are unable to answer ‘yes’ to this question and your turnover is above £36m and a policy is therefore required, you must be able to demonstrate how your organisation complies with the Modern Slavery Act 2015. If you are unable to answer ‘yes’ and your turnover is above £36m, please include your response here:*  Herefordshire Council expects all suppliers and providers who enter into contracts with the council to align their business activities with the council’s Modern Slavery Statement whether you are a relevant organisation as defined by Section 54 of the Modern slavery Act 2015 or not.  The council’s Modern Slavery Statement can be found via this [link](https://www.herefordshire.gov.uk/directory-record/5867/modern-slavery-statement#:~:text=The%20Modern%20Slavery%20Act%202015,and%20act%20against%20modern%20slavery.):  [Modern slavery statement – Herefordshire Council](https://www.herefordshire.gov.uk/directory-record/5867/modern-slavery-statement#:~:text=The%20Modern%20Slavery%20Act%202015,and%20act%20against%20modern%20slavery.)  Please confirm (by checking ‘yes’) that your business activities align with the council’s Modern Slavery Statement.  *If you are unable to answer ‘yes’ please include your response here:* | | | Yes/ No/ Not required  [Please delete as appropriate]  Yes/ No  [Please delete as appropriate] | | |
| **Health and safety**  Does your organisation have a health and safety policy that complies with current legislative requirements? | | | Yes/ No  [Please delete as appropriate] | | |
| **Council policy compliance requirements**  In the delivery of this service, your company have been made aware of the following council policies which you are required to comply with:   * the handling of information which can be found following this link:   <https://www.herefordshire.gov.uk/directory-record/4801/information-security-policy>   * Whistleblowing Policy- <https://www.herefordshire.gov.uk/directory_record/5531/whistleblowing_policy>   (Please ctrl+click to follow the link or copy and paste the address available when hovering over the link into your web browser). | | | Yes/ No | | |
| **GDPR - Relevant accreditations and registrations: Pass/Fail** | | | | | |
|  | Data Protection Act (Information Commissioner’s Office registration) | Security Accreditations and/or certifications | | | |
| Please indicate whether held for the services for which you are tendering? | |  |  | | --- | --- | | Yes | No | |  |  | | |  |  | | --- | --- | | Yes | No | |  |  | | | | |
| Certificate / registration number |  |  | | | |
| Date of registration: |  |  | | | |
| Registration/Accreditation  Required For this Service | **Required** for this service | **Required** for this service | | | |
| Where handling personal information relating to a contract with the council you will need to provide assurances that the data will be processed in line with Data Protection Law. Please provide details of how you provide assurances to the council i.e. via certifications and/or policies and procedures, training records. | *If you responded “No” to the above – please explain here how you will achieve this registration/ accreditation before the contract is awarded:*  *Or describe your current processes, policies and procedures around data security measures here:* | | | | |
| **Armed Forces Covenant – Keeping our pledges: For information** | | | | | |
| Herefordshire Council has signed the Armed Forces Covenant pledging that operationally we will endeavour to uphold the key principles of the Armed Forces Covenant primarily supporting integration into civilian life and ensuring that veterans, serving members and their families are not disadvantaged by their commitment to serving in the armed forces. We recognise the value serving personnel, reservists and military families bring to the authority and actively encourage our suppliers, and those we contract with, to do the same. | | | | | |
| Have you signed the Armed Forces Covenant?  If not, and you would like to know more about it and the benefits it could bring to your organisation please email - [HAFC@herefordshire.gov.uk](mailto:HAFC@herefordshire.gov.uk) | | | | Yes /No | |
| **Qualifications and Professional Registration of Staff: Pass/ Fail** | | | | | |
| The provider must ensure that all staff (including any Subcontractor) hold the relevant qualification and maintain their professional registration  Does your organisation have a robust policy and process in place to ensure that all **staff and sub-contractors’ hold the relevant qualifications and professional registrations**?  *If you are unable to answer ‘yes’ please include your response here:*  If you have answered ‘no’ and cannot provide a satisfactory response, your response to this question will be scored as a fail. | | | | Yes/ No  [Please delete as appropriate] | |
| **Specific Service Requirements: For information** | | | | | |
| **SEQOHS accreditation**  Does your organisation have SEQOHS accreditation?  *If you responded ‘No’ to the above– please explain do you intend to achieve this registration/accreditation:* | | | | Yes/ No  [Please delete as appropriate] | |
| **Confidentiality Policy: For information** | | | | | |
| **Confidentiality Policy**  Does your organisation have a Confidentiality Policy in place?  *If you responded ‘No’ to the above– please describe your current processes, policies and procedures around confidentiality and security measures here:*  **Please upload a copy of your Confidentiality Policy with your tender submission**  Please label the document ‘Confidentiality Policy – [company name]’. | | | | Yes/ No  [Please delete as appropriate]  Uploaded/ Not uploaded  *Please state attachment/s file names here:* | |
| **Complaints & Disputes Resolution: For information** | | | | | |
| **Complaints & Disputes Resolution**  Does your organisation have a complaints and disputes resolution procedure in place?  *If you are unable to answer ‘yes’ please include your response here on whether this will be in place prior to the service being in place:*  **Please upload a copy of your Complaints and Disputes Resolution Procedure with your tender submission**  Please label the document ‘Complaints and Disputes Resolution Procedure – [company name]’. | | | | Yes/ No  [Please delete as appropriate]  Uploaded/ Not uploaded  *Please state attachment/s file names here:* | |
| **Business continuity and emergency planning: Pass/Fail** | | | | | |
| The bidder is required to have in place and demonstrate through their tender submission business continuity arrangements to ensure that services are provided irrespective of challenges encountered.  Please confirm (by checking ‘yes’) that your organisation has a business continuity and emergency plan in place, which is tested and reviewed at least annually.  **Please upload a copy of your Business Continuity and Emergency Plan with your tender submission**  Please label the document ‘Business Continuity and Emergency Plan – [company name]’.  *Where required for this service and if you responded “No” to the above – please describe your current processes, policies and procedures around Business continuity and emergency planning here:*  If you have answered no and cannot provide a satisfactory response, your response to this question will be scored as a fail. | | | | Yes/ No  [Please delete as appropriate]  Uploaded/ Not uploaded  *Please state attachment/s file names here:* | |
| **Quality questions: Scored** | | | | | |
| Please note the specified word count/page limit for each question. Any response submitted over the specified limits will be redacted prior to being sent to the evaluation team and will therefore not be read or scored.  Do not attach documents unless specifically informed that you may. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.  You must type your answers in the table below and not respond on/transfer your answers to any other template.  The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.  All questions will be marked in accordance with the methodology described. | | | | | |
| **Question** | | | | | **Weighting** |
| 1. **Service delivery**   Please describe how you will implement and deliver the services outlines within the specification. Your answer should address the following key points:  a) Your approach to delivering the service throughout the process, including but not limited to your approach to assuring quality, compliance and mitigation of any risks.  b) Please provide information in regards to your approach to management reports, timeframes for turnaround and approach to handling disagreements with the content. Please provide an example of your template management report as an attachment (this does not count towards the word count)  c) Provide details of the anticipated locations for the premises based within Herefordshire county boundaries for staff to access face to face appointments  d) Please detail the process for invoicing (please note the requirements listed in the Specification above)  e) Please provide a brief description of your Business Continuity Plan  Max. 4 sides of template in font Arial 11 (DO NOT DELETE THIS LINE) | | | | | **20%** |
| **Question 1: Please add your response here:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | Yes: | No: | |  |  |   Please state whether any attachments have been enclosed and if so, the attachment/s file name/s: | Attachment/s File Name/s:  (Please enter N/A if not applicable) | | | | | | |
| 1. **Experience** 2. Please provide two examples of how you have successfully delivered similar services in a similar organisation. Please outline how you addressed any issues and risks in order to deliver services on time and within budget. 3. Please provide details of the staff/ other resources that will deliver the contract and what each person within the team’s role will be. You can include your organisational chart as a further attachment (not included in the page count) to supplement this response.   Max. 4 sides of template in font Arial 11 (DO NOT DELETE THIS LINE) | | | | | **10%** |
| **Question 2: Please add your response here:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | Yes: | No: | |  |  |   Please state whether any attachments have been enclosed and if so, the attachment/s file name/s: | Attachment/s File Name/s:  (Please enter N/A if not applicable) | | | | | | |
| **3. Experience**  Please provide a detailed implementation plan including but not limited to:   1. Your plan to maintain the mobilisation and transition period timescales, or resolution to ensure there is no disruption or delay to the services commencement on 1st April 2024. 2. Provide timeframes and milestones to transition services and data, including your approach to transitioning from paper based records to a digital service. You may add the plan as an attachment (not included in the word count) however your description should be included in the text box below. 3. Your approach for any staff members who are in receipt of services from the current OHS provider when the new service commence on 1st April 2024.   Max. 4 sides of template in font Arial 11 (DO NOT DELETE THIS LINE) | | | | | **13%** |
| **Question 3: Please add your response here:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | Yes: | No: | |  |  |   Please state whether any attachments have been enclosed and if so, the attachment/s file name/s: | Attachment/s File Name/s:  (Please enter N/A if not applicable) | | | | | | |
| **4. IT facilities and website**   1. Please provide information on how your online portal is configured in regards to permissions for managers and HR teams. You must not embed documents or web page links within the response, but a presentation as a PDF document can be added as a further attachment (not included in the word count). 2. Please detail your training plan for users of the system, including roles and responsibilities of both the Provider and Clients staff 3. Please detail how pre-employment checks are completed on the online portal. A PDF process flow chart can be added as a further attachment (not included in the word count). 4. Please detail what management dashboard reports, including statistical information are available from the portal   Maximum 4 sides of template in font Arial 11 (DO NOT DELETE THIS LINE) | | | | | **10%** |
| **Question 4: Please add your response here:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | Yes: | No: | |  |  |   Please state whether any attachments have been enclosed and if so, the attachment/s file name/s: | Attachment/s File Name/s:  (Please enter N/A if not applicable) | | | | | | |
| **Social value quality question/s: Scored** | | | | | |
| Please note the specified word count/page limit for each question. Any response submitted over the specified limits will be redacted prior to being sent to the evaluation team and will therefore not be read or scored.  Do not attach documents unless specifically informed that you may. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.  You must type your answer in the table below and not respond on/transfer your answers to any other template. The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.  All questions will be marked in accordance with the methodology described. | | | | | |
| **Q1. Social value qualitative question**  For each of the **TWO** supplier commitments listed in the table below (derived from the Social Value Framework), please describe how you intend to deliver them, and how you would demonstrate that you have achieved them. Please note that they should be directly related to this contract.  PLEASE DO NOT ADD ANY ADDITIONAL COMMITMENTS OTHER THAN THE ONES LISTED HERE AS THEY WILL NOT BE CONSIDERED OR SCORED.  Maximum 2 sides of template in font Arial 11 (DO NOT DELETE THIS LINE) | | | | | **4%** |
| |  |  | | --- | --- | |  | **Supplier commitment from Social Value Framework** | | **1.** | **Leadership -** We commit to creating a social value charter which will be adopted across our supply chain. (Record the number of organisations that will adopt your charter). | |  | **Commitment 1: Please add your response here:** | | **2.** | **Social and Community -** We commit to local school and college visits e.g. delivering careers talks, curriculum support, literacy support, or safety talks (no. hours includes preparation time). (Record number of hours). | |  | **Commitment 2: Please add your response here:** | | | | | | |
| **Price questions: Scored** | | | | | |
| * No claim from the bidder will be entertained by the council for any mistakes in the   information given.   * The bidder shall price all items. No other costs will be accepted other than those in the   price question below.   * Your total price should include all costs, fees, expenses and profits. * The prices will remain fixed for the duration of the contract. * Our payment terms are thirty days from receipt of invoice. * All sums payable by or to the council or the bidder are exclusive of Value Added Tax   (‘VAT’). Where VAT is chargeable on such sums, the payer shall pay, upon production of  of a valid VAT invoice by the payee, such VAT in addition to such sums. | | | | | |
| **Price question** | | | | | **Weighting** |
| **Bidders must complete and return ‘Completion Document 4 – Pricing**  **Schedule’**  Please submit your fee to deliver the service as per the specification.   |  |  | | --- | --- | | **TOTAL CONTRACT VALUE**  This figure should be taken from the ‘Completion Document 4 – Pricing Schedule’ (Total Cost of 5 year Contract for Council – cell **E23**)  This figure will be used for evaluation purposes. | **£** | | | | | | **30%** |

# 

# 5 System demonstration

In accordance with the conditions as specified in Section 3 (Tender evaluation) of this document, following the evaluation of the Quality, Social Value and Pricing sections of the bid (Stage 2), a shortlist of tenderers will be selected to pass on to Stage 3: System Demonstration. The shortlisted tenderers will be identified from their overall score which will be used to rank tenderers. The highest ranking tenderer will be invited to participate in the system demonstration stage, along with the second and third highest ranking tenderers whose overall scores for Stage 2 are within 10% of the highest ranked tenderer.

The shortlisted tenderers following the Stage 2 evaluation will be invited to demonstrate their systems to the evaluation panel consisting of representatives from Herefordshire Council and Hoople, at our offices in Plough Lane. Each presentation should last up to a maximum of 1.5 hours.

The evaluation panel will consider the functionality and ease of use of the system using the following assessment criteria:

* demonstration of the system and how user friendly and intuitive the platform is (usability)
* how referrals are made, the ease of use of the portal and the referral ‘journey’ though the system, covering roles and responsibilities of the Providers and Clients
* how reports are accessed and held on the system (including historic information) and the ease of accessibility of such information
* what reports and data is available from the system and who can access it, such as but not limited to, metrics related to timeframes, number of referrals made per reporting period, by type and/or by Clients organisation structure (department, service area etc)
* discuss the potential for future service improvements and developments

For those shortlisted, a copy of each Bidder’s presentation must be sent to the Council via the ProContract e-tendering portal no later than 24 hours before the date of the presentation.

Following the presentation, should the Council’s evaluation panel require further clarification(s), these will be sent to the bidders in writing via the ProContract e-tendering portal within 48 hours of the presentation. Bidders must submit a written response to these clarifications through the ProContract e-tendering portal within two working days, following receipt of the clarification question/s.

**Important Note: Tenderers are not required to submit a presentation at tender stage. If you are successful at being shortlisted to Stage 3, you will be notified by Herefordshire Council via the ProContract e-tendering portal in w/c 22 January 2024.**

**Presentations will take place in w/c 29 January 2024.**

Suppliers presentations will be assessed against the scoring criteria outlined in Section 3 (Tender evaluation) of this document.

# 6 Standard requirements

### 6.1 Tender conditions

### Acceptance of tender

The tender shall constitute an irrevocable offer to perform the services. The successful bidder shall conclude a formal contract with the council, which shall embody the bidder’s offer.

The ITT and the submission of the tender shall not in any way bind the council to enter into a contract with the bidder or involve the council in any financial commitment whatsoever in this respect. The council does not bind itself to accept the lowest, or any, tender, but at the council’s sole discretion, may accept the whole or part of any tender.

Any acceptance of a tender by the council shall be in writing. Upon such acceptance the contract shall become binding on both parties. The tender shall remain open for acceptance for a period of 6 months from the closing date for receipt of tenders.

Any acceptance of a tender is on the understanding that this does not bind the council to a single supplier or exclusive contract for the services supplied.

### Rejection of tender

The council may reject any tender and proposed solution that is:

* Incomplete
* Cannot adequately quantify the whole life costs
* Introduces additional risk
* Submitted later than the prescribed date and time
* Not in accordance with the ITT and all other provisions of the tender documents
* In breach of any condition contained in the ITT
* Deemed to not have passed the company credit check which the council may undertake
* The council may reject your bid if it contains caveats, conditions or any other statement or assumption qualifying the tender response, meaning that, in the reasonable opinion of the council, the tender response is not capable of evaluation in accordance with the published evaluation criteria, or requires changes to any documents issued by the council in any way.

The council may also reject any tender in respect of which the bidder:

* Has directly or indirectly canvassed any official of the council or obtained information from any other person who has been contracted to supply goods or provide services or works to the council concerning the award of the contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder.
* Fixes or adjusts the prices shown in the pricing schedule by or in accordance with any agreement or arrangement with any other person.
* Communicates to any person other than the council, the amount or approximate amount of the prices shown in the pricing schedule, except where such disclosure is made in confidence in order to obtain tenders necessary for the preparation of the tender or for the purposes of insurance or financing.
* Enters into an agreement with any other person, that such other person shall refrain from submitting a form of tender or shall limit or restrict the prices to be shown or referred to.
* Offers to pay or give any sum of money, inducement or valuable consideration to any person having direct connection with the ITT process, directly or indirectly, for doing or causing to be done, in relation to any other bidder or any other person’s proposed tender, any act or omission.
* In connection with the award of the contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

Such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the council or any criminal liability such conduct by a bidder may attract.

### Amendment to ITT documents

Should any additions or deletions to the ITT documents be considered necessary, prior to the date for submission of tenders, these will be issued by the council and deemed to form part of the ITT documents. The council reserves the right to extend the tender submission date accordingly.

### Bidder’s responsibilities

A bidder shall be deemed to have satisfied itself as to the accuracy and sufficiency of the information submitted as part of the tender. A bidder shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might influence or affect its tender.

The bidder is responsible for all costs, expenses and liabilities incurred in connection with the preparation and submission of a tender.

## Queries and questions during the clarification period

Suppliers are to direct any queries and questions regarding the ITT or the tender process, or the draft contract content to the nominated contacts, *during the clarification period*.  All questions should be submitted in writing via the messaging tab in the Supplying the South West portal.  Please note:

* Herefordshire Council may choose to convey responses to submitted questions and queries to all organisations so that each is equally informed. Responses to questions will not identify the originator of the question.
* If an organisation wishes to ask a question or seek clarification without the question and answer being published in this way, then you must notify us and provide justification for withholding the question and any response. If we do not consider that there is sufficient justification for withholding the question and the corresponding response, the organisation will be invited to decide whether:
  + the question/clarification and the response should in fact be published; or
  + it wishes to withdraw the question/clarification.
* Please note that any clarification questions relating to the draft contract should be asked during the clarification period, and NOT at the signing of a contract stage, should you be the successful bidder.

### Council representatives

No other person, except as so authorised by the contract officer, has any authority to make any representation or explanation to bidders as to the meaning of the contract or any other ITT document. Neither has any other person except as so authorised by the contract officer, any authority to provide instruction as to anything to be done or not to be done by bidders in relation to this tender.

### Bidder’s warranties

By submitting a tender, the bidder is confirming compliance with all of the requirements as detailed in this ITT. In particular that:

* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the council by the bidder or its employees, officers, agents or advisers in connection with, or arising out of, the tender are true, complete and accurate in all respects.
* The bidder has full power and authority to enter into the contract and provide the services, and will, if requested, produce evidence of such to the council.
* The bidder is of sound financial standing and the bidder, its partners, directors, officers and employees are not aware of any circumstances which may adversely affect the financial standing in the future.

### Council’s warranties and disclaimers

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or to any written or oral information made available to any bidder or its professional advisors.

Each bidder to whom the ITT is sent must take professional advice and undertake whatever investigation as it deems necessary, in order to make its own independent assessment of the proposed terms to determine its interest in the contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a tender or enter into any other contractual agreement. Under no circumstances shall the council be liable to a bidder in respect of any costs incurred by a bidder (whether directly or otherwise) in relation to the preparation or submission of a tender.

The fact that a bidder has been invited to submit a tender does not necessarily mean that the bidder has completely satisfied all of the council’s criteria. The council reserves the right to request further information as appropriate and to assess this as part of the tender evaluation process. The bidder shall have no claim whatsoever against the council in respect of such matters.

The Council shall not make any payments to the successful Bidder except as expressly provided for in the Contract.

No compensation or remuneration shall otherwise be payable, by the council to the bidder, in respect of the services, by reason of the specification being different to that envisaged by the bidder or otherwise.

# Declaration

**(To be signed and returned with the Tender submission).**

I / We accept the terms and conditions as contained in the Council’s Contract in respect of the **Services** and am / are duly authorised to sign Tenders and give such certificates for and on behalf of:

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the organisation** |  |
| **Signature (electronic signature is acceptable)** |  |
| **Date** |  |

# 

# 6.2 Form of tender

(Incorporating Collusive Tendering Certificate)

**To: Herefordshire Council, Plough Lane, Hereford HR4 OLE**

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We agree to conform to the instructions for submitting a tender as outlined in the Invitation to Tender documentation. Having examined the tender documents for the performance of the above service, we offer to carry out the said service in conformity therewith for the sum as set out within our response to the price question (Section 4).

Unless otherwise directed, there is no binding contract between us until a formal agreement is prepared, executed and completed.

We understand you are not bound to accept the lowest tender or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following acts:

* Communicate to a person other than the contract officer, the amount or approximate amount of the proposed tender, except where disclosure in confidence, is necessary, to obtain insurance premium quotations for the preparation of the tender.
* Enter into any agreement or arrangement with any other persons that they shall refrain from bidding.
* Offer or agree to pay or give any sum of money or valuable consideration, directly or indirectly, to any person for doing or causing any act or thing of the sort described above, in relation to any other tender or proposed tender for the service.

I / We agree with the above and am / are duly authorised to sign tenders and give certificates for and on behalf of:

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the organisation** |  |
| **Signature (electronic signature is acceptable)** |  |
| **Date** |  |

## 6.3 Freedom of Information Legislation and confidentiality declaration

* 1. The council is subject to the Freedom of Information Act 2000 (‘FOIA’)[[1]](#footnote-1) and the Environmental Information Regulations 2004 (‘EIR’)[[2]](#footnote-2) and all subordinate legislation under this legalisation. (When appropriate, the FOIA and the EIR will be collectively referred to as Freedom of Information Legislation (‘FOIL’)). The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only.
  2. FOIL gives a right of access by any person (including companies) to information held by the council including information relating to or submitted as part of the process and information contained in the contract. However, certain information may be exempt on grounds of confidentiality or commercial sensitivity. Further information can be found on the Information Commissioner’s (‘ICO’) website at <http://www.informationcommissioner.gov.uk>, in particular within the ICO’s ‘Guidance to the Public Contract Regulations’.
  3. Different rules apply to the disclosure of information (and exemptions from this) under the FOIA and the EIR. Further specific guidance on the application of the exemptions from disclosure can be found in further ICO guidance on Section 43 – Commercial Interests and Section 41 – Information Provided in Confidence and in relation to the EIR, in the guidance on ‘Confidentiality of commercial or industrial information (regulation 12(5)(e)’.
  4. (Subject to the requirements of FOIL), the content of process Documents; any subsequent responses and the contract shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the council and any consultants acting on their behalf.
  5. However, bidders should acknowledge that the information they provide during the Process and information contained within the contract could be disclosed in response to a request under FOIL. The council will proceed on the basis of disclosure unless an appropriate exemption applies: information may still be disclosed, despite the availability of some exemptions, if the public interest in its disclosure outweighs the public interest in maintaining the exemption.
  6. Bidders are required to complete the declaration (contained within this document) acknowledging the council’s responsibilities under FOIL and to agree to assist and co-operate with the council to enable the council to comply with its obligations to disclose information under FOIL.
  7. The council will use all reasonable endeavours to consult with bidders over the release of information which is highlighted by a candidate as commercially sensitive or confidential. Bidders should therefore complete the Schedule of Information (supplied at each stage in the process) in respect of information considered to be commercially sensitive / confidential as below:
* highlighting information in their responses which they consider to be commercially sensitive or confidential in nature;
* providing an estimate of the period of time during which the candidate believes that such information will remain commercially sensitive / confidential;
* stating the precise reasons why they consider the information to be commercially sensitive/confidential, including the potential implications of disclosure.

**No response should be covered by a general statement regarding its overall confidentiality.**

* 1. The council is required to form an independent judgement as to whether the information is exempt from disclosure; accordingly, the council cannot guarantee that any information identified as confidential or commercially sensitive will not be disclosed and therefore the council cannot accept any liability for loss as a result of any information disclosed in response to a request under FOIL.

|  |  |  |
| --- | --- | --- |
| **FREEDOM OF INFORMATION TABLE – RESERVED INFORMATION** | | |
| **Information class/type** | **Grounds for exemption** | **Date can be made available** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the organisation** |  |
| **Signature (electronic signature is acceptable)** |  |
| **Date** |  |

## 6.4 Fraud prevention check declaration

I, Authorised Representative of the Tenderer, acknowledge that prior to the award of contract, the council reserves the right to carry out checks that will involve sharing the personal and organisational information in this document with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify my identity.

If fraud is detected, I/ we could be refused certain services, finance, or employment. I also acknowledge that the council reserves the right not to proceed to award a contract to our organisation.

It is noted by our organisation that further details of how information will be used by the council, fraud prevention agencies, and data protection rights is available on the Herefordshire Council website at [www.herefordshire.gov.uk/fraudprivacy](http://www.herefordshire.gov.uk/fraudprivacy)

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the organisation** |  |
| **Signature (electronic signature is acceptable)** |  |
| **Date** |  |

### 7 Tender submission checklist

Please ensure that the following documentation is completed and returned with your tender submission via the Herefordshire Council E-Tendering Portal, ProContract at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

Do not email your tender response as this will result in disqualification.

|  |  |  |
| --- | --- | --- |
| **Section** | **Requirement** | **Completed (Yes / No)** |
| 4 | Your response and any attachments. Please ensure that you submit the completed ITT document in Word format. ***Do not*** upload in PDF version. |  |
| 6.1 | Declaration: Please sign as directed. |  |
| 6.2 | Form of tender: Please sign as directed. |  |
| 6.3 | Freedom of information declaration: Please sign as directed. |  |
| 6.4 | Fraud Prevention check declaration. Please sign as directed. |  |
| Completion document 2 | Document 2 Financial Workbook (including any additional documentation required therein) |  |
| Completion document 3 | Document 3 Social Value Framework spreadsheet (please ensure you fill in every tab) |  |
| Completion document 4 | Document 4 Pricing Schedule |  |

***Failure*** to fully complete this Invitation to Tender and comply with the instructions may result in disqualification of the tender submission.

## END OF COMPLETION DOCUMENT 1

1. <http://www.ico.org.uk/for_organisations/freedom_of_information> [↑](#footnote-ref-1)
2. <http://www.ico.org.uk/for_organisations/environmental_information> [↑](#footnote-ref-2)