Northern, Eastern and Western Devon Clinical Commissioning Group

South Devon and Torbay Clinical Commissioning Group

Invitation to Submit Outline Proposals for the provision of Integrated Urgent Care (NHS 111, Clinical Hub and GP Out of Hours) services to the Devon area

Tender ref: SCW/NHS99PCCG/00000114/2015

Northern, Eastern and Western Devon
Clinical Commissioning Group

Newcourt House
Old Rydon Lane
Exeter
Devon
EX2 7JU

Tel: 01392 205205

Our ref: SCW/NHS99PCCG/00000114/2015
Date: 15/12/2015

Dear Bidder,

Tender for the provision of Integrated Urgent Care Services to the Devon area

Please find set out in this Invitation to Submit Outline Proposals (ISOP) document the specification and additional information enabling you to bid to provide Integrated Urgent Care Services (hereafter collectively and individually 'the Service') to the Devon area.

The commissioners are:

- NHS Northern, Eastern and Western Devon CCG
- NHS South Devon and Torbay CCG

The lead commissioner for the contract is NEW Devon CCG.

This document is itself split in to a number of different sections, as follows:

Section 1
Part A – Key information
Part B – General information

Section 2
Part C – Background information
Part D – Service Specifications

Section 3
Part E – ISOP evaluation methodology
Part F – ISOP evaluation questions and financial template
Part G – Declarations

Section 4

Annex 1 – IM&T supporting information
Annex 2 – Estates information
Annex 3 – Draft contract
Annex 4 – Criteria for the rejection of economic operators
Annex 5 – Eligibility questions for consortia members and subcontractors

Those proposing to submit an Outline Proposal are advised to read this document and its appendices and associated documentation very carefully to ensure they are fully aware of the nature and extent of the obligations to be accepted by them if awarded a contract.

Outline Proposals must be submitted in the prescribed format no later than the time stated in Part A.

All enquiries regarding any aspect of this document or procurement process in general should be directed through the e-Procurement portal.

Yours faithfully

Garry Mitchell
Associate Director of Procurement
NHS South, Central and West Commissioning Support

Section 1 – Information for bidders

This section provides information on the tendering timetable and process, document submission instructions, and general information on items such as confidentiality, conflict of interest, pricing and freedom of information.

Part A – Key Information

1. Procurement Process

1.1 The financial envelope for this contract is £14,776,326 annually. The contract term is set for 3 years with an extension option for a further 24 months. Bidders are required to note that should their submission be over the financial envelope set of £14,776,326 then their bid will be rejected.

The financial compliance check to the bid being within the envelope will be undertaken first and should the bid fall outside of the envelope the bid will not be considered any further and rejected.

1.2 This is a complex procurement and the Commissioner is of the view that there may be benefits to be gained from exploring the way services will be delivered. Further, the Commissioner wishes to explore the technical, legal and financial Proposals which best meet its needs before inviting Detailed Proposals based on the Outline Proposals which emerge.

1.3 The Commissioner is following a competitive dialogue type procedure as described in this document. It is open to all Bidders. All bidders are now invited to submit outline proposals to the Commissioner through this ISOP stage.

1.4 Bidders that have received this ISOP document are those that have responded to the Commissioner's OJEU advert through the e-Procurement system. Such an organisation (whether a single organisation, a single lead accountable provider, alliance or a consortium) is referred to in this document as a "Bidder".

1.5 The purpose of this stage is to identify the solution(s) and Bidders that can best meet the Commissioner's outline needs and objectives. Throughout the stages of the process, the Commissioner will assess Bidders' ideas, approach and suitability to deliver the Service and to confirm their understanding of the Commissioner's requirement for the services, enabling Bidders to bid to their strength during the subsequent Invitation to Submit Detailed Proposals and any subsequent stage.

1.6 This ISOP procurement stage is a competitive stage of the procurement, and Bidders will be formally evaluated and shortlisted as part of the stage. The Commissioners will confirm the award criteria to be applied at the Invitation to Submit Detailed Solutions (ISDS) stage, although Bidders should note that broadly the same weightings will apply.

1.7 Healthcare services fall within Schedule 3 (Social and Other Specified Services) of the 2015. Regulation 120 of the 2015 Regulations exempt CCGs from the requirements of the new regulations for the procurement of healthcare services (for the purposes of the NHS (Procurement, Patient Choice and Competition) (No.2) Regulations 2013) commenced before 18 April 2016.

1.8 The Services are healthcare services within the meaning and scope of the National Health Service (Procurement, Patient Choice and Competition) (No.2) Regulations 2013 and are therefore not governed by the Public Contracts Regulations 2015. The tendering process will therefore be conducted in accordance with the current legislation that applies to the

tendering of healthcare services within the meaning and scope of the National Health Service (Procurement, Patient Choice and Competition) (No.2) Regulations 2013. The Commissioner will run a fair and transparent tender process, treating all bidders equally. For the avoidance of doubt, the Commissioner will not be bound by the Public Contracts Regulations 2015. In addition, the Commissioner will not be bound by the Public Contracts Regulations 2006, the Treaty on the Functioning of the European Union or any other regulations or legislation except for the specific parts or circumstances that apply to the procurement of these Services.

1.9 The procurement is being carried out in an open, transparent and proportionate manner.

1.10 The procurement is being carried out by NHS South, Central and West Commissioning Support (SCWCS) on behalf of the Commissioner.

1.11 As Bidders will be aware, the Commissioners are required to comply with their commissioning obligations under the National Health Service Act 2006. In particular, the Commissioners need to ensure that they comply with the statutory requirement to consult and involve the public.

The Commissioners have already undertaken consultation in relation to urgent care services in Devon. The findings from that consultation have been fed into the current version of the service specification and links to relevant engagement and consultation are provided in the specification. However, as part of the commissioning cycle further public engagement is ongoing. Any significant information that may be relevant to the bid will be shared with the bidders and any outcomes of this further involvement/consultation will need to feed into the service specification. The Commissioners' requirements could therefore change. Bidders will be kept updated if the service specification needs to be varied. At the time of going out to procurement contractual discussions are underway in terms of a change in delivery of Minor injury services in Devon which may have an impact on the venues for treatment centres, although the locations are not expected to change.

Should bidders propose solutions that involve service changes and or changes in the location of service provision, the Commissioners will need to consider whether they will be required to undertake any further public engagement and/or consultation prior to any contract award.

The Commissioners' decision making will also need to take account of the wider health economy and integration with associated services and therefore the Bidders should note that the Commissioners may require variations to the Services sought. Bidders will be kept updated if the service specification needs to be varied.

2. Competitive process

2.1 **Invitation to Submit Outline Proposals (ISOP)** - All Bidders are invited to submit written proposals in response to the questions and information set out in this ISOP document. The criteria that will be used to assess the ISOP are set out at Part E and the questions that need to be responded to as part of the ISOP are set out in Part F.

Following receipt of the Outline Proposals, the Commissioner will assess and shortlist submissions. Bidders shortlisted will be invited to attend dialogue

meetings with the Commissioner, at which point the Commissioner and Bidders will enter in to an open, constructive and 2-way dialogue concerning all technical and financial aspects of the submissions and other relevant aspects of the procurement.

All Bidders who submit responses at the Outline Proposals stage will receive appropriate feedback from the Commissioner at the conclusion of the ISOP stage.

2.2 **Invitation to Submit a Detailed Solutions (ISDS) -** Following conclusion of the ISOP and subsequent dialogue stage, shortlisted Bidders will proceed to submit detailed solutions. Prior to the release of the ISDS to shortlisted Bidders the dialogue stage will be formally closed and Bidders notified of this through the e-procurement system

The ISDS stage will be detailed further during that stage, but following receipt of the Final Detailed Proposals, the Commissioner will apply relevant evaluation criteria in order to select a Preferred Bidder on the basis of the overall Most Economically Advantageous Tender (MEAT).

Upon selecting a Preferred Bidder, there may be a further request for clarification of the detailed solutions and confirmation of commitments within it, but it is expected that agreement will have been reached on all contractual issues affecting price and risk allocation.

3. Tendering Timetable

A provisional timetable for the tender process is given below. Bidders should be aware that the dates are subject to change, and that provisional dates for all stages beyond the ISOP stage are provided for information purposes only.

No	Stage	Dates	Period
1	ISOP released to Bidders	15/12/2015	44 days
2	ISOP submission closing date	28/01/2016	
3	ISOP clarification period	15/12/2016 – 21/01/2016	38 days
4	ISOP shortlisting	29/01/16 – 10/02/2016	12 days
5	Bidder Dialogue meetings	11/02/2016 – 24/02/2016	13 days
6	Invitation to Submit Detailed Solutions (ISDS) released to Bidders	01/03/2016	31 days
7	ISDS submission closing date	01/04/2016	
8	ISDS clarification period	01/03/2016 – 24/03/2015	23 days
9	ISDS Evaluation process	04/04/2016 – 18/04/2016	14 days
10	Commissioner review and consolidation meeting	TBC	
11	Commissioners Governing Body ratification	TBC	
12	Formal award decision made	TBC	
13	10 day voluntary standstill period	06/05/2016 –	10 days

		16/05/2016	
14	Formal Contract(s) award announced	INSERT	
15	Finalise contract terms with successful bidders	INSERT	

4. Award Criteria

4.1 No contracts will be awarded as part of this ISOP stage

4.2 Bidders will be selected to the subsequent dialogue stage based on the criteria and questions defined in Parts E and F.

4.3 Prior to a final award, the Commissioner may request confirmation that the Preferred Bidder's (or Bidders') organisational, legal and financial capacity and capability to perform the contract has not altered negatively in any material way since the start of the procurement process. The Commissioner reserves the right to award all, none or part of the Services as set out.

5. Key Officers

5.1 The authorised officer for this programme is:

Caroline Dawe
Managing Director, NEW Devon Clinical Commissioning Group

5.2 The lead officer for South Devon and Torbay Clinical Commissioning Group is:

Jo Turl
Deputy Director of Commissioning

5.3 The programme manager for this programme is:

Elaine Fitzsimmons
Associate, NEW Devon Clinical Commissioning Group

5.4 The procurement lead for this programme is:

Jonathan Sewell

Clinical Procurement Manager, South, Central and West Commissioning Support

5.5 The main point of contact for administrative and logistical matters is:

Robert Amil
Senior Clinical Procurement Advisor, South, Central and West Commissioning Support
tel: 07788 334630

6. Contract Form and Term.

6.1 The Commissioner will be contracting for the Services using the NHS Standard Contract. Links to the contract can be found in Annex 3. Bidders should carefully study these documents to ensure they are familiar with the obligations on them should they be awarded a contract.

No material negotiation on the terms of the draft contract will be entertained by the Commissioner, and refusal to accept the core terms of the draft contract will cause a bidder's bid to be rejected.

6.2 NEW Devon CCG will act as the lead commissioner with South Devon and Torbay CCG acting as co-commissioner.

6.3 The contract length is expected to be 3 years with potential for extension for up to a further 24 months. The contract is expected to be signed to commence service delivery on the **1st October 2016** at which point payment will commence.

7. Communications

7.1 The Commissioner has made available to all Bidders a copy of the ISOP (this document), any Addenda, and any other documents and materials relevant to the procurement via the e-Procurement system at no cost.

7.2 The Commissioner has designated the above named (5.4 & 5.5) South, Central West Commissioning Support Unit staff to be its point of contact for the Procurement.

7.3 All contact relating to this procurement must be undertaken through the e-Procurement system. Any direct contact made with any member of the Project team in relation to the procurement of this service will be re-directed through the e-Procurement system, and may jeopardise the continuing participation of the Bidder in the process.

7.4 Each Bidder must designate an individual (the Authorised Representative) to whom the Commissioner should address all materials relevant to the procurement process, and must ensure that these are registered within the e-Procurement system. If the Bidder is made up of multiple organisations, the Authorised Representative should be a contact from the Lead organisation.

7.5 It is the Bidder's responsibility to notify the Commissioner of any change to the Authorised Representative's name or other contact details. This should be completed on the e-Procurement system. Bidders may request that, for convenience, electronic correspondence be copied to individuals other than their Authorised Representative, but the Commissioner accepts no liability for this and will consider all information sent to the Authorised Representative to have been received by the Bidder.

7.6 The Commissioner will not be responsible for or bound by (a) any oral communication or (b) any other information or contact, occurring outside the official communication procedures specified herein.

7.7 The rules of contact set forth in this document apply throughout the Procurement Process. These rules are designed to promote an open, fair, unbiased and legally defensible procurement process. Contact for the purposes of this process includes in person, telephone, electronic mail (e-mail), written or other communication.

8. ISOP Return Instructions

8.1 Submissions must be received no later than **midday on 28th January 2016.** The Commissioner will not accept submissions received after the deadline except in exceptional or genuinely unforeseeable circumstances.

8.2 Please note that bidders are responsible for ensuring safe receipt of their tenders. The Commissioner will not accept responsibility or liability for or arising from late or non-receipt of an ISOP submission. Proof of transmission will not be accepted as proof of receipt.

8.3 All submission documentation must be sent through the relevant part of the e-Procurement system. Submissions will not be accepted by any other route except in exceptional circumstances.

8.4 Bidders must submit an ISOP based on the needs of the Commissioner as described in this document and the Service Specification.

8.5 All documents submitted through the e-Procurement system must be in a format that is readable in all versions of the Microsoft Office suite as far back as the 2003 version, or Adobe Acrobat. Additionally, all attached spreadsheet and text responses must be fully available for manipulation (i.e. not locked for editing or presented as a PDF document).

Images within documents should be appropriately compressed to ensure document sizes do not become unmanageable.

All electronic files submitted should be clearly and logically named, including the bidder's name and the question number to which that electronic file relates.

8.6 The submission shall be submitted in the format and order as stipulated, and derogations or omissions from that format may result in the Commissioner rejecting the submission. Bidders should respond to each bullet point when responding to questions. Supporting documentation, appropriately cross-referenced, may also be submitted in support of the answers. Generic and promotional material should not be included, and will be ignored.

8.7 Bidders may make use of supporting documents (appendices to questions etc.) only where truly relevant and appropriate. Any appendix that the Commissioner judges to be essentially the continuation of a question response, and therefore a circumvention of the word limit, will be rejected and ignored.

Where the bidder wishes to appendix a lengthy document such as a staff handbook, they should include the relevant extract from the document, not the entire document. Any appendix in excess of 10 pages sides of A4 paper may be rejected and ignored for the purposes of evaluation.

8.8 Multiple-organisation bids, whether it is an alliance, single lead accountable provider or consortia, should identify one organisation as the 'Lead Bidder'. If the Bidder is a single organisation supported by proposed subcontractors, the ISOP must be submitted and signed by that single organisation.

8.9 Bidders should ensure that their submissions are complete when they are submitted and that all accompanying documentation is provided, as changes or additions to submissions may not be accepted after the submission due date.

8.10 Bidders preparing to submit a multiple-organisation bid should carefully read point 9, below to ensure they meet all submission requirements concerning changes to bid membership and other relevant issues.

9. Multiple-organisation bidding and Bidder identity

9.1 Consortia and / or other forms of multiple-organisation bid will be accepted by the Commissioner.

9.2 Such organisations are under no obligation to make legally binding arrangements at this stage; however the manner in which they would intend to do so, along with the roles and responsibilities of the members, will be tested and evaluated.

Bidders should attach pre-contractual agreements (letters of intent, Memoranda of Understanding, Heads of Terms) made between bidder members to demonstrate the strength of the planned relationships in support of their bid.

9.3 The Commissioner reserves the right to require the consortium to form a legal entity before entering the contract and/or to require consortium members to be jointly or severally liable for the performance of the Contract.

9.4 For the purposes of this ISOP the following definitions apply

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

9.4.2 *Subcontracting arrangement* - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.

9.5 The role of Lead Bidder may not change within an individual bid, and a non-Lead Bidder at ISOP stage may not become a Lead Bidder within an ISOP submission.

10. Bidder Clarifications

10.1 Bidders should read this ISOP as soon after receipt as possible. Alongside this document, the background details (the OJEU notice, ISOP and all other relevant information provided by the Commissioner) should provide all the information required at this stage. It is the bidder's responsibility to clarify their interpretation of any item in this document.

10.2 The objective of bidder clarifications is to give bidders the opportunity to submit questions to the Commissioner concerning issues of clarity concerning either the process or the substance of the proposed Services.

10.3 Where Bidders require further information on details within this or other bid documentation, they must submit clarification questions through the e-Procurement messaging system. Clarification questions received by any other means will be rejected.

10.4 Responses to clarification questions will be anonymised and sent out to all other Bidders during the period of the ISOP. The only exception to this is where a question concerns an individual bidder's unique circumstance.

10.5 The Bidder clarification stage will close at **12 midday on 25th January 2016**. Questions submitted after this date will not receive a response except in exceptional circumstances, or where the question concerns a system issue (i.e. difficulties with the e-Procurement system itself).

11. Commissioner Clarifications

11.1 The Commissioner reserves the right to require Bidders to clarify their bid submissions, with any such request made to the Bidder's nominated representative. The Commissioner retains a general discretion at any stage of this procurement process to seek clarification from any Bidder in relation to any aspect of the bid submission.

11.2 Clarification questions from the Commissioner will be required to be answered within a set time of request. Failure to respond adequately or in a timely manner to clarification questions may result in a Bidder not being considered further in the procurement.

11.3 The Commissioner may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in the ISOP submission or any other document, to ask that they testify that information supplied is accurate and true.

11.4 The Commissioner reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

12. Amendments to the process or Services

12.1 The Commissioner reserves the right to amend the process, evaluation questions, evaluation criteria or Service Specifications at any point during the procurement. Such action by the Commissioner will be done in the interests of fair and equitable competition, and will not be made in order to benefit any individual Bidder or group of Bidders.

12.2 Any amendments will be communicated at the Commissioner's earliest opportunity to all bidders through the e-Procurement system.

12.3 Where the Commissioner makes such an amendment, it will ensure that Bidders have an appropriate amount of time in which to digest and respond to the amendment.

Part B - Other General Information

1. Conditions for Tendering

Definitions

In these conditions of Tendering, unless the context otherwise requires, the following expressions shall have the following meanings:-

"The Commissioner" means NHS NEW Devon CCG and NHS South Devon and Torbay CCG

"The Contract" means an agreement to provide the specified services subject to the Terms and Conditions of Contract specified in the Invitation to Tender.

"The Services" means Services to be provided under the terms of the Contract

"The Bidders" shall include any person whom this Invitation to Submit Outline Proposals is addressed, and any person who proposes to or does submit a tender for the Services.

In these conditions, unless the context otherwise requires: -

-: words imparting the masculine gender include the feminine gender;

-: words imparting the singular shall include the plural and vice versa:

-: words imparting persons include corporations and vice versa:

-: references to appendices are references to the appendices and schedules to the Invitation to Tender and Conditions of Contract

2. Terms and Conditions

Every tender received by the Commissioner shall be deemed to have been made subject to these conditions unless the Commissioner shall previously have expressly agreed in writing to the contrary.

No alteration may be made in the Form of Tender or the accompanying documents. If any alteration is made, or if any of these terms and conditions is not fully complied with, the tender may be rejected.

The Bidder shall be deemed to have satisfied himself before and during the tender as the correctness and sufficiency of his tender for the provision of the Services.

3. Preparation of the Tender

The Bidder must obtain for himself at his own expense all information necessary for the preparation of his tender.

Information supplied to the Bidder by the Commissioner, its agent(s) or assignees, is supplied to the Bidder only for general guidance in the preparation of the tender. The Bidder must satisfy by its own investigations the accuracy of any such information, and no responsibility is accepted by the Commissioner or its agents for any loss or damage of whatever kind and howsoever caused arising from the use by the Bidder of such information.

The Commissioner will not under any circumstances reimburse a bidder for any portion of their bid costs or any other actual or potential cost associated with a bidder's participation in the tender process.

4. Waiver

An express waiver or variation of any of these Conditions made in writing by the Authorised Officer for the Commissioner shall bind the Commissioner, otherwise, no other officer of the Commissioner has the authority to vary or waive any of these Conditions.

5. Form of Bid

The Bidder is required to complete all declarations contained at Part F. Failure to complete this means that your bid is not valid and will not be evaluated.

6. Prior Information

Bidders are under a duty to notify the Commissioner promptly should any information contained in their response to this ISOP cease to be accurate. If a Bidder fails to do so, this will entitle the Commissioner to disqualify that Bidder from the process, or where the Bidder has been awarded a contract as a result of this procurement process, the Commissioner shall be entitled to terminate that contract.

If the Commissioner is notified, or otherwise becomes aware, that any information supplied by a Bidder in either its ISOP or its ISDS responses is incorrect, it may re-evaluate that Bidder against its short-listing criteria and/ or the Bidder's ISOP response against its evaluation criteria and may, as a result of such re-evaluation, remove the Bidder from the procurement process (where the Bidder no longer meets the short-listing criteria) and/or re-score the Bidder's bid and adjust that bid's ranking against the other bids received.

7. Canvassing

If the Bidder or any person employed by the Bidder, whether or not to the Bidder's knowledge:

- Offers, gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking action in relation to the contract or any other contract with the Commissioner; and/or
- Canvasses any of the Project Team in connection with the Project; and/or
- Contacts any officer of the Commissioner prior to the contract being awarded about any aspect of the services in a manner not permitted by this document (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Project),

The Bidder will be disqualified (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a Bidder may attract).

8. Confidentiality

Subject to the exceptions referred to below, the Information in this ISOP is made available by the Commissioner and Bidders should not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen:

- Bidders shall not use the Information for any purpose other than for the purposes of making, or deciding whether to make, a Bid;
- Bidders shall not discuss information or any aspect of this bidding process in the media nor make any media or publicity statement or comment in relation to it without the express consent of the Commissioner in writing.
- Bidders shall treat all information relating to their Proposals and Tender as confidential and where the information needs to be copied to parties supporting the Bidder, then the parties shall treat it as confidential. Bidders may disclose, distribute or pass Information to another person associated with their Proposal and Tender if either:

This is done for the sole purpose of enabling a Solution and/or Tender to be made and the person receiving the Information undertakes in writing to the Bidder to keep the Information confidential on the same terms as set out in this ISOP, or the Bidder obtains the prior written consent of the Commissioner in relation to such disclosure, distribution or passing of Information.

The Commissioner may disclose detailed information relating to Proposals and/or Tenders to Commissioner Executives, officers or advisors.

The Commissioner also reserves the right to disseminate information that is materially relevant to the Project to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Proposals and Tender.

The Commissioner will act reasonably as regards the protection of commercially sensitive information relating to the Bidder, and commercially sensitive information will be kept confidential and only disclosed on a need to know basis within the Commissioner and the procurement Project Team.

9. Tender for the Services

Tenders must be submitted for the provision of the Services as set out in Part D and other parts of this document as appropriate, upon the Terms and Conditions of this document including without prejudice as to the generality of the foregoing Terms and Conditions of the Contract.

10. Language

All bids must be completed in English

11. Signatures

All documents requiring a signature MUST be signed:-

- where the Bidder is an individual, by that individual;
- **or**
- where the Bidder is a partnership, by two duly authorised partners;
- **or**
- Where the Bidder is a company or public body, by two directors or by a director and the secretary, such persons being duly authorised for that purpose.

12. Copyright

The copyright in this document is vested in the Commissioner and its advisers and may not be reproduced, copied or stored in any medium without the prior written consent of the Commissioner.

This document, and any document issued as supplemental to it, are and shall remain the property of the Commissioner and must be returned upon demand.

13. Acceptance

The Commissioner is not bound to accept the lowest or any tender, nor will it be responsible for, or pay, any expenses or losses which may be incurred by the Bidder in the preparation and completion of his tender.

The Commissioner may, unless the Bidder expressly stipulates to the contrary, accept any part of any tender. The Commissioner reserves the right to award contracts for the provision of the services described and arising out of this procurement process, to more than one Bidder.

If and when a tender is accepted, written notification will be sent to all of the Bidders, both successful and unsuccessful and a formal debrief offered to unsuccessful Bidders upon written request to the Commissioner.

14. Amendments to Tender Submissions

At any time prior to the deadline for receipt of tenders, the Commissioner may modify the tender documents. The deadline for submission of tenders may be altered to allow for significant amendments to be fully assessed and taken into account by bidders.

15. Tender Prices

Prices must be quoted in £sterling. The Commissioner will not accept any reliance on a variable exchange rate for pricing.

Pricing submitted as part of this ISOP must be capable of acceptance for a period no less than 180 days after the date that ISOPs are submitted.

All pricing within a submission shall be firm for the period of the contract and will not be subject to any variation except for where detailed in the Contract.

The basis of the pricing shall be inclusive of all costs for delivery to any address(es) specified by the Commissioner.

Bidders should not anticipate any automatic inflationary uplifts after the first full year of the Contract.

16. Costs

The Commissioner accepts no liability to pay for any work undertaken by any Bidder or other organisation in connection with this Tender. All costs, expenses and liabilities incurred by Bidders in connection with the bidding and due diligence process for these Services ("Tender Costs") shall be borne by Bidders.

For the avoidance of doubt this includes costs and fees incurred by Bidders in instructing lawyers, designers, accountants and other advisors, participation in dialogue, and preparation and submission of any tender documentation.

By returning its response to this document, the Bidder confirms its understanding and acceptance of the fact that it shall have no claim whatsoever against the Commissioner in respect of such costs and fees and in particular (but without limitation) the Commissioner shall not make any payments to any Bidder save as expressly provided for in any agreement if and when any such agreement is entered into.

For the avoidance of doubt the Commissioner does not intend to pay the abortive costs of unsuccessful Bidders at any stage.

17. Modification and Withdrawal of Tenders

No submission may be modified after the deadline for receipt.

Submissions may be withdrawn at any time before the award of Contract, providing such intention is expressed in writing to the Procurement Lead. Any such withdrawal must be made through the e-Procurement system.

Any withdrawal of a submission is irrevocable, and any Bidder withdrawing their submission will be automatically excluded from the rest of the tender process.

18. Freedom of Information

The Freedom of Information Act 2000 (FOIA) applies to Contracting Authorities and shall apply to all aspects of this tender process and the ensuing contract(s).

Bidders should make themselves aware of the Commissioner's obligations and responsibilities under the FOIA to disclose, on request, recorded information held by Contracting Authorities. Information provided by bidders in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Commissioner in response to such a request, unless the Commissioner decides that one of the statutory exemptions under the FOIA applies.

The Commissioner cannot guarantee, therefore, that ultimately there will not be any disclosure of the Proposals and/or Tenders or contracts. This position is in common with every other public sector organization.

Bidders should note that as of January 2011 Government Policy has set out transparency commitments in procurement and contracting to enable greater visibility on public spend. The Government's commitment to publish tender and contractual information does not require anything to be published that would not be published under the FOIA.

19. TUPE

The attention of Bidders is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present subcontractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.

Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

To assist in this process the Commissioner has sought workforce details from the present supplier. The information is **expected by 18th December 2015**. Should the information not be received by this date bidders will be informed of such. The Commissioner provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that are contained within it or for any omissions from such information. Bidders must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information is supplied to Bidders on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Tenderer's organization, and to such extent as is strictly necessary for the preparation of the tender; that the Bidders will observe the Information Commissioner's Office's Data Protection Good Practice Note on Disclosure of Employee Information under TUPE and that it is not used for any other purpose.

The successful Bidder will be required to indemnify the Commissioner against all possible claims under TUPE.

It is a further requirement that the successful Bidder will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide Bidders to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

20. Law

This entire tender process, and any Agreement arising from it, shall be governed by and construed in accordance with the laws of England and in the event of any dispute relating thereto the parties hereto submit to the jurisdiction of the Courts of England.

21. Conflicts of Interest

The Commissioner may exclude a Bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Bidder to inform the Commissioner, detailing the conflict in a separate annex. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Commissioner should not represent a conflict of interest for the Bidder.

22. Accuracy of Information

The Information in this document has been prepared by the Commissioner in good faith but does not purport to be accurate, complete and exhaustive, or to have been independently verified.

Bidders should not rely on the Information and should carry out their own due diligence checks and verify the accuracy of the Information.

No information in this document is warranted by the Commissioner or its advisers and further shall not be taken nor deemed a promise or representation as to the future.

Neither the Commissioner, its advisers, nor the officers, members, partners, employees, other staff, agents or advisers of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the Information provided in this document or at any other stage of the procurement process for this Project leading up to the execution of the Agreement nor shall any of them be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any such information.

Any persons considering making a decision to enter into contractual relationships with the Commissioner on the basis of the information provided should make their own investigations and their own independent assessment of the requirements for the provision of the Services and associated issues and should seek their own professional financial, technical and legal advice.

Bidders shall be deemed to have carried out their own due diligence enquiries and investigations prior to entering the Contract and in any event shall be deemed to have done so. The subject matter of (and representations in) the Information shall only have contractual effect when it is contained in the express terms of Contract executed as a deed.

Except in relation to data warranted by the Commissioner as finally agreed in the Contract, Bidders shall further be deemed to have carried out all necessary research, investigations and due diligence and all necessary enquiries in order to have satisfied themselves as to the nature, extent, volume and character requirements of the services, their obligations

described in this document, the extent of the personnel, equipment, property and assets which may be required and any other matter which may affect their Proposals and Tenders, pricing, projections or financial modeling.

The Commissioner shall not make any payments to the successful Bidder or any other Bidder save as expressly provided for in the Contract(s) and no compensation or remuneration shall otherwise be payable by the Commissioner to the successful Bidder by reason of the scope of the works, services or requirements relating to the tender being different from that envisaged by the successful Bidder or otherwise.

The ISOP is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Commissioner or any of its advisors to any recipient.

Section 2 – Background information & Service Specifications

This section provides background information on the Commissioner and the Devon area, and copies of the Service Specification

Part C – Background information

Objectives of the Procurement

The purpose of this procurement is to secure an integrated urgent care service for NEW Devon CCG and South Devon and Torbay CCG as set out in the national guidance: Commissioning Standards for Integrated Urgent Care (Gateway document 04020). This document can be accessed via the link below:

https://www.england.nhs.uk/wp-content/uploads/2015/10/integrtd-urgnt-care-comms-standrds-oct15.pdf

Further insight about the challenges and drivers for the population(s) of Devon can be accessed via the links below in the joint strategic needs assessments for both CCGS.

NHS Northern, Eastern and Western Devon Joint Strategic Needs Assessment

Torbay and South Devon CCG Joint Strategy Needs Assessment

Innovation in urgent care

Engagement with the public in Devon suggests that people use urgent & emergency care when they are ill or believe themselves to be ill and can't wait for their usual health service responses to be available. People do not try to differentiate between urgent and emergency as the nature of the illness will be from the individual's perception and one person's view may be different from the next.

Generally though people who believe they have an emergency are more likely to ring 999 or take themselves to an emergency department.

Urgent care is less clear cut, sometimes people will be content to get telephone advice e.g. use 111 or ring GP or out of hours services. Other times they will take themselves to a location such as minor injury units, walk in centres, pharmacists or may also use emergency departments or go to their GP.

Urgent care is the least differentiated opinion and the most confusing of options.

Both CCG's wish to support people in making the right choice for them and their health needs and at three same times use the most cost effective care option.

Urgent and Emergency Care Vanguard

South Devon and Torbay CCG System Resilience Group are one of eight UEC Vanguard sites across England which are all designed to improve the coordination of urgent and emergency care services and reduce the pressure on A&E departments.

The Vanguard impact locally will be to provide high quality responsive care to patients that meet their needs and financial sustainability locally. In 2015-16 and 2016-17 there are five high impact work streams for the programme as follows:

1. Support for self-care and personalised care planning
2. Integrated urgent care services (including 111 and out of hours primary care)
3. All age mental health crisis response
4. The development of two urgent care centres, in Newton Abbot and in Torquay, co-located with the emergency department
5. Shared clinical records, including the widespread rollout of the summary care record, primary care records sharing and telemedicine

Further information on urgent and emergency care vanguard sites can be accessed via the link below:

https://www.england.nhs.uk/ourwork/futurenhs/new-care-models/uec/

Many of the aims of the Vanguard are shared aims with NEW Devon CCG. However, there may be areas where the Vanguard CCG (South Devon and Torbay) wishes to move faster to deliver the rapid innovation expected of Vanguard sites. The provider must be able to accommodate this, but not at the detriment of patients in the NEW Devon commissioning area.

Transforming community services

Through the NEW Devon CCG engagement and consultation processes the strategy for community redesign – ***'integrated personal and sustainable community services for the 21st century'*** the CCG signals its intention to improve community based urgent care options by continuing to support the public being cared for as close to home as possible and reduce the need to attend acute hospital for their care unless this was the right place to be. This procurement continues to support this strategic aim by making 111 'the smart call to make' and ensuring that rapid clinical advice, assessment and triage is available.

Within the community in Devon the current service profile within the area is that 2 walk in centres and 13 stand-alone minor injury units serve this function in combination with pharmacists and GP practices which provide minor injury services. The scope, activity, opening times and access is varied. This variation means the current model is limited in the support it can offer patients is difficult to sustain - maintaining expertise and skills base for the full scope of urgent care requires regular exposure and experience which is a known challenge in current services. A review by Devon County Council Health and Wellbeing Scrutiny Task Group in 2012 emphasised the need to balance convenience of access with quality standards and the need for greater consistency of service than is presently available. Other work on urgent care also indicates the need for change.

In looking at community aspects of urgent care it is important not to consider these in isolation and recognise there is also a wider network of ambulatory urgent care services such as primary care treatment centres. Additionally the emergency departments see many urgent patients who could be supported in other ways, due in part to the absence of consistent and comprehensive community alternatives. Urgent care centres will also need to link and communicate with the preventive hub services as these develop.

Our proposed model for urgent care in the community

In line with Keogh, and working with local clinicians the Commissioners propose to work towards a future model that:

- Facilitates prevention and a range of approaches to take services to patients including the use of technology, home visiting and other routes to accessing urgent support
- Incorporates hospital based urgent care centres where possible in 30-40 minutes' drive time of communities accompanied by appropriate outreach support. Different approaches would need to apply in rural and urban centres.
- These services are aligned with primary care out of hours services including appropriate co-location on the same site where this is achievable and that x-ray facilities are also easily accessible for the community urgent care service
- That there is expert senior clinical leadership of the community service within the urgent and emergency care network arrangements in each locality plus shared Information Technology; protocols and governance for the most effective care

At the time of going out to procurement the following has occurred:

- Agreement for the **Western locality** of NEW Devon CCG that an urgent care centre will be provided in Plymouth. This is currently on the Cumberland centre site and there are aspirations to combine this with access to frailty services.
- Minor injury services will be provided in Tavistock and Kingsbridge and work will be ongoing this year to redesign the existing offer of standard minor injury units.
- Agreement in the **Northern locality** of NEW Devon CCG that the minor injury unit model does not meet need and minor injury services will be developed in the next year and this may include some mobile or seasonal services.
- In the **Eastern locality** of NEW Devon CCG the decision has been made to move to a four urgent care centres model although the final specification for these is not yet agreed. They will be based in Exeter, Honiton Tiverton and Exmouth. Short term the two walk in centres in Exeter will remain whilst further consultation and engaged is undertaken to move to one location as agreed through the previous consultation. Where the new model leads to a closure of the current minor injury unit, minor injury services will still be provided through the national enhanced services.

Transforming community services

Whilst the financial envelope is clear, bidders are directed to a couple of additional points in the service model, which may be of interest or help with planning the financial response:

The contract value is of the combined clinical commissioning groups. The contract value is based on a population proportion between the two CCG's and is circa:

NEW Devon – 76%

South Devon and Torbay 24%

The payment model is expected to be designed in accordance with the national guidance set out in the Monitor Guidance – Urgent and emergency care – a potential new payment model. This document can be accessed via the link below:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/452925/UEC_LPE.pdf

The commissioners intend to use the following construct for the contract value:

- Core payment (80%)
- Volume based payment (15%)
- Outcomes and performance payment (5%)

The baseline and the currency for the volume based payment are still under discussion and will be explored further during the dialogue period and with the national teams.

Mobilisation:

It is expected that the full service will become operational on the 1st October 2016, but there will be some flexibility in extended mobilisation considered if agreed by commissioners and providers as the right solution for the community. This will only be for exceptional circumstances, but bidders are strongly advised to include their views in their bid with a strong rationale.

Cross organisational flow of patients

In principle all of the neighbouring commissioners agree that when patients need to be seen in various clinical treatment centres they do so in the most appropriate location clinically but also the one closest to their own home. This means that there will be occasions where out of area flow will occur and patients will be seen in urgent care services which are not directly commissioned by NEW Devon CCG. There is an agreement in principle that this is the right option for patient care and that organisations will arrange to cross charge each other where needed.

The CCG commissioners have agreed the principles but would expect the providers to work collaboratively to achieve this for the population and so that reimbursement flows between providers, not via the commissioner. The greatest areas of overlap are with Dorset, Somerset and Cornwall, where public and transport routes influence the choice of healthcare, but reciprocal agreements need to be developed for all four neighbouring CCG's so that patients can be directed through 111. The commissioner would expect the provider to ensure that out of area payments are recovered and the local commissioner would not expect to cover this cost unless it falls within the NHS rules around the responsible commissioner.

Property

The model of integrated based care services in the community partly relies on facilities and services provided as part of other contracts. Minor injury units are currently provided as core components of community hospital sites under contract to the CCG.

Out of hours GP treatment facilities are largely provided from community based clinical settings which are already in use for large parts of the week delivering other services, for example emergency dental clinics are held in practices or dental access centres and out of hours treatment centres in clinic and minor injury unit's settings.

The current arrangement is that these services are offered free of charge to the community urgent care provider and the cost is recovered by the provider through other contracts with

the CCG. A number of items such as clinical waste disposal, confidential waste, clinical facilities and resuscitation trolleys are shared but the provider will have to make provision for some costs for example:

- Staff
- IT licences and equipment
- All drugs, medical equipment & consumables,

For the dental treatment centres the following costs are not covered by the host, but will need to be picked up by the community urgent care services provider as well:

- X ray sensors, associated software and protective covers,
- Cleaning costs at the end of each out of hours clinic at all four sites
- Self-developing back up x-ray system
- Own dental clinical IT software with access to N3 connection,
-

A new provider is not obligated to use these sites but they are logistically and practically of use as they meet clinical and patient need requirements.

In the event the current facilities are used the facilities will remain free of charge, but the new provider will need to agree a licence for use with the relevant provider which the CCG will facilitate. Additional costs of new locations would have to be met within the financial envelope unless the CCG or the NHSE are able to release the property costs.

Additional services

Additionally many of the practices in Devon have arrangements with out of hour's services to provide some backup for the beginning and the end of the day, times of closure and lunchtime support. These local arrangements are not covered by this specification and are contractual responsibilities for the practices, but the provider must have the capacity and willingness to consider these arrangements if requested by primary care, either on an individual or collective basis at an equivalent cost.

The CCG also requests the providers to offer clinical support at times of planned closure, for example study sessions, or clinical governance sessions. Again these are not part of this specification but there is an expectation that this would be provided as a variation to the contract if needed.

NHS England who are responsible for commissioning primary care may also want to enter into discussions relating to provision for some of the new contractual commitments of the GMC contract (e.g. outside area visiting services) or some of the strategic developments anticipated for primary care.

At the time of the procurement the CCG is also undertaking a process of due diligence on its preferred providers for Adults Complex Needs services. There may be instances where the complex care service looks to obtaining support from the community urgent care services. It is expected that these approaches are to be welcomed and where possible support is provided.

Finally, the financial envelope for the procurement is clear and cannot be breached in terms of delivering the core service as described in the procurement. However the Commissioners would be expecting that the provider of the service would be ambitious in increasing the use of their model of service delivery by the public and reducing the reliance on other more expensive and more complex parts of the health system when it is not necessary. The commissioners are keen to exploit the opportunity this model of care provides and has a very active QIPP programme in place which it would expect the provider to be part of. Commissioners are willing to consider moving resources around the system to where they can best support the public need.

Scope of Services

The investment for this service model is provided by the current NHS 111 service and the GP Out of Hours Services for Devon, both which terminate on the 30th September 2016.

By combining the investment for the two contracts the CCG's wish to redesign the model in line with local and national intentions to optimise the usefulness of 111 to the public and ensure it is the 'smart call to make.' Wherever possible it helps people to manage their own care but when not possible the NHS takes responsibility through this service in meeting their urgent care needs as close to home possible and safely.

By introducing a clinical hub as part of the model the commissioners want to ensure that there is excellent clinical support for the public and other professionals and those callers are supported in being directed or supported to the right solution to meet their urgent care needs.

Where clinical advice offered by telephone or other technology routes does not fulfil the caller's needs, service must be made available to see the person face to face.

Whilst the service is expected to complete as many episodes of care for people as possible, in the event the service cannot meet need as the requirements fall outside their clinical field robust and rapid connections with specialist and other services are activated.

- ✓ 111 telephony service
- ✓ Clinical hub
- ✓ Face to face options for people (home visiting and treatment centres).
- ✓ Governance and pathways which provides rapid and appropriate access to other services when this service is not able to meet the person's needs.

There are some services where the development opportunities are still being explored. In developing the clinical hub the expectation will be that the service will have the right skill mix to meet the needs of the callers but there may be opportunities to increase resilience and greater integration through reconsideration of other contractual arrangements, for example work is ongoing with the NHSE exploring their commissioning requirements in relation to emergency dentistry. The CCG commissioners are also in discussion with mental health providers around the longer term future of single points of contact for mental health services. These developments will be additional to the core service delivery which will need to be comprehensive and in line with the national guidance intentions.

Scope exclusions

This service does not include

- 999 service
- Core primary care
- Emergency department services

Critical Success Factors (CSFs)

There are some particular critical success factors described in the specification. These success factors described below will reflected back upon and tested throughout the following processes:

- The scoring of bids and ensuing dialogue sessions
- The development of key performance indicators
- The development of the outcomes and performance payment
- The final specification
- The testing of competency to be a lead provider.

Critical success factors for the procurement – these are critical to the success of the new service and must be met by the new service provision throughout the life of the contract:

- An integrated urgent care service which contributes to the CCG wide target to reduce avoidable admissions to hospital in a sustainable way (linked with the current Better Care Fund – BCF headline outcomes).
- An integrated urgent care service which supports the system wide achievement of national emergency care targets for the NHS.
- An integrated urgent care service which delivers consistency of response for people and equitable access to NHS services, based on need.
- An integrated urgent care service which values and contributes to a culture of self-help and personal knowledge. It reduces dependency and avoids paternalistic responses to the public.
- An integrated urgent care service with sufficient capacity to be able to meet predictable demand and surges in demand.
- An integrated urgent care service with a robust and demonstrable clinical integration and governance process between the various providers who form part of the service and with key members of the system, especially emergency departments, 999 and complex care teams.
- An integrated urgent care service which ensures that the best practice in urgent care is provided for patients.
- An integrated urgent care service which must be able to demonstrate that they provide a good service for patients and those patients express satisfaction with the service they receive and can demonstrate an increasing confidence in the offer.
- An integrated urgent care service that is able to stay within its' allocated budget and

demonstrate their ability to reduce spend in 999 and emergency department services. The service must be able to demonstrate value for money.

Public expectations

The following i-statements were developed in conjunction with the public who helped write the specification and ensure that the person is always at the centre of everything. Assurance needs to be provided that these expectations of service delivery and monitoring can be continually demonstrated:

- I need to be able to understand how I contact the service
- I want a competent person to help me decide what I need to do
- I need to be able to access the solution that is being recommended to me
- I want any vital information about my health or circumstances to be known by the service
- I want to know that if my circumstances make it more difficult for me to use this type of service that staff has been well trained to meet these needs.
- I want a service that is joined up so in accessing this service I know that if they cannot I want to understand the time response (which may include agreeing a time)
- I want to be sure that if the service cannot meet my needs they will be able to connect me with a service that can.
- I want to know if I am not happy with the outcome it is put right immediately or I have a way to feedback to it.
- I want to be given advice so in the event I get worse I know what to do
- I want the service to respect my right to consent or withhold consent as I choose.
- If I have specified any wishes about my future care, I want the service to know.
- I want the service to feedback to my own GP and let them know what has been happening.
- I want to know that that any information I share with them is stored safely and only used for the purpose it given.

Provider arrangements

The specification indicates that there is a requirement for either a single provider or a single lead accountable providers. Other models will be considered but bidders are alerted to the view of the commisisoners around the expectations of any model which is proposed. The key requirements will be the following and these will be measured and tested throughout the stages of the procurement process:

- What is the ability of the model to create a culture of shared teamwork and commitment?
- Is it clear who takes responsibility for clinical integration?
- Will the model be able to maintain a shared commitment to achieving higher quality of care at lower cost?

- Is the lead in terms of relationship with the commissioner able to hold accountability on behalf of the various providers in the model?
- Have they described how they will use the interdependence of the organisations involved to lever alignment?
- How do they demonstrate adequate financial modelling and sustainability for the providers?
- Is the leader clearly taking responsibility for the system performance and sustainability?
- Who is leading the measurement of performance and contribution to the critical success factors?
- Is it clear who is responsible for implementing and assuming best practice across the care continuum?
- Who is responsible for leading and ensuring that patient experience is at the centre of the service model and ensures their voice is heard continuously and responded to?

Part D - Specification of Requirements

The Service Specification is provided as a Word document within the e-Procurement system. If bidders have difficulty opening the document then they should contact Jonathan Sewell or Robert Amil through the e-Procurement messaging system.

Section 3 – ISOP evaluation methodology and questions

This section provides the methodology and criteria for the scoring of tender submissions, along with the questions to be answered.

Part E – Tender Evaluation

1. Evaluation process

1.1 Introduction

ISOP Submissions are open to all Bidders. 'Bidder' refers to either a single organisation or multiple organisations that are submitting a single bid.

The evaluation of Outline Proposals will be based on a Most Economically Advantageous Tender (MEAT) approach.

The Commissioner reserves the right to vary the award procedure for any fair, transparent and proportionate reason at its sole discretion.

1.2 Evaluation model

This evaluation model at Part E (and the questions at Part F) will be used to evaluate Outline Proposals.

The purpose of the ISOP stage is to shortlist Bidders so as to enable the Commissioner to further refine the service requirement in order to improve the quality of the subsequent Detailed Proposals and/or Final Tenders.

Meetings as part of the evaluation process will aim to clarify any areas of confusion, address any perceived gaps in the specification, and explore potential solutions and models of delivery. By this, shortlisted bidders will have gained a better understanding of the requirement prior to the Invitation to Submit Detailed Solutions (ISDS).

Evaluation of the ISOP will be used to shortlist and feedback to Bidders, and scores at this ISOP stage will not count towards the evaluation of any subsequent tendering stages.

1.3 Outline process

Evaluation of submissions will be conducted in the following stages:

ISOP Stage

1 Compliance review including financial compliance check

2 First round scoring stage - Qualitative evaluation of bids

   a. Individual interim scoring

   b. Clarifications

   c. Consensus meetings

   d. Score collation

3 Shortlisting

Dialogue stage

   a. Dialogue

   b. Closure of dialogue

ISDS release

2. Compliance Review

Outline Proposals will first be checked for completeness and compliance with the below requirements before responses are evaluated. The compliance review will check that Proposals:

- Are within the Commissioner's overall stated financial envelope
- Are submitted by the due date and time;
- Contain all declarations completed and signed;
- Are within set word limits for each relevant question;
- Use appendices and attachments in an acceptable manner (please refer to Part F below, under the heading **Questions,** as to what constitutes the use of appendices and attachments in an acceptable manner);

Where in the opinion of the Commissioner a Proposal does not meet the above criteria then it may be deemed non-compliant, and the bidder disqualified. **In this event, further evaluation of the Proposal will not be undertaken.**

3. First round scoring stage - Quality evaluation of bids

Subsequent to the Compliance Review, Evaluators will complete an individual evaluation of submissions based on the responses received. Evaluators will be required to provide an explanation in support of each score. No prior knowledge of Bidders will be used.

Individual evaluation scores will be moderated in order to achieve a consensus score for each question. This consensus scoring will have weighting applied and the total score will be used as one of the shortlisting criteria.

4. Shortlisting

Following the evaluation and moderation of the ISOP the **four Bidders with the highest scores** will be shortlisted and invited to the dialogue sessions.

All Bidders who submit responses at the ISOP stage will receive appropriate feedback from the Commissioner at the conclusion of the stage.

5. Financial template submission

At the ISOP stage Bidders are required to submit outline financial submissions on the template provided. The submitted template will be used as part of the dialogue process. Bidders are reminded that the whole finance section comprises 25% of the total score.

Bidders are asked to submit bids on the assumption that a 3 year contract will be awarded to the successful Bidder.

Bidders are required to note that should a submission be over the financial envelope set of £14,776,326 per annum then their bid will be rejected. The

financial compliance check to the bid being within the envelope will be undertaken first and should the bid fall outside of the envelope the bid will not be considered any further and rejected.

6. Evaluation panel and role of evaluators

The evaluation methodology provides the evaluation panel with a way of applying a clear rationale to their decision making, and will ensure equality in the treatment of Bidders.

6.1 Evaluation Panel Roles and Responsibilities

Members of the evaluation panel will:

- Read and review documentation
- Evaluate submissions
- Attend evaluation meetings as appropriate
- Attend clarification meetings as appropriate
- Contribute to any shortlisting recommendation

Evaluators will be taken from the following disciplines. Individual evaluators will evaluate the specific questions within submissions that are relevant to their area of interest:

- Commissioning
- Out of area clinicians / subject matter experts
- Services Users
- Public Health
- IM&T
- Workforce
- Estates
- Equality & Diversity
- Safeguarding
- Finance

7. Scoring mechanism and criteria for ISOP stage

7.1 Scoring matrices

Subsequent to submissions being deemed compliant at the Compliance Review, the following scoring matrices will be applied to submissions

7.1.1 Pass / Fail questions

Assessment	Interpretation
Pass	Confirms compliance / acceptance with the requirement
Fail	Does not confirm compliance / acceptance with the requirement

A Pass/Fail is allocated to questions where they cover areas which are critical to the delivery of the service or where there is a specific requirement to be met and Bidders are expected to achieve a Pass. Failure to meet the minimum requirements for a Pass/Fail question will result in the disqualification of a Bidder and the Commissioner reserves the right not to take the Bidder any further in the Procurement.

7.1.2 **Quality questions**

Assessment	Interpretation	Score
Deficient	Response to the question (or an implicit requirement) significantly deficient or no response received	0
Major Reservations	Response to the question received does not address the question that was posed.	1
Minor Reservations	Limited information provided or a response that is inadequate or only partially addresses the question	2
Acceptable	An acceptable response submitted in terms of the level of detail, accuracy and relevance	3
Good	A comprehensive response submitted in terms of detail and relevance	4
Excellent	A comprehensive response but to a significantly better degree or likely to result in increased quality (including improvement through innovation)	5

7.1.3 **Sections**

All questions are split into sections with specified weightings. Individual questions within each section are weighted where specified within the provided Evaluation Weighting Scheme.

8. Clarification questions on bid submissions

The Commissioner may ask clarification questions at any time during the evaluation period.

The timeframe for responding to clarification questions from the Commissioner will be in the order of 3 working days. The failure to respond to a clarification from the Commissioner in the requested timeframe will lead to the submission being evaluated in an un-clarified state.

Clarification questions will act to clarify information already provided, or resolve ambiguity within a submission.

All clarification questions will be communicated through the e-Procurement system.

9. Dialogue stage

The Dialogue stage is subsequent to the ISOP stage. Information on the Dialogue stage is therefore provided for information purposes only. Not all bidders that receive this document may be invited to participate in Dialogue with the Commissioner.

9.1 **Dialogue purpose**

Following shortlisting, the Commissioner will enter into Dialogue with each of the remaining Bidders. The purpose of the Dialogue will be:

- Ensure Bidders have a full understanding of the Commissioner's service requirements
- Ensure Bidders have a full understanding of the Commissioner's tendering process
- Allow the Commissioner and Bidder to openly explore potential improvements or innovations in the service that could be applied at the ISDS stage
- Support the submission of high quality submissions at subsequent stages

No formal evaluation will take place during the dialogue stage.

10. General Points

10.1 **Completeness**

Bidders are required to answer all questions and respond fully to each question.

Evaluators will not be reviewing all Sections of your response, and only responses to specific questions will be reviewed by some Evaluators. Your response to each Question should therefore constitute your complete response to that Question.

Bidders should not assume that any information provided by them during any other phase of the Procurement, or to the Commissioner in any other context, will be considered or referred to for evaluation.

In evaluating a submission, the Commissioner will only consider information provided in response to this ISOP. Bidders should not assume that the Commissioner has any prior knowledge or the Bidder or their Bidder Members, its practice or reputation, or its involvement in existing services, projects or procurements.

Bidders are wholly responsible for the accuracy and completeness of the information provided in response to this ISOP. This includes information submitted in relation to Bidder Members.

10.2 **Bidder identity**

The Commissioner reserves the right to generally disclose the identity of bidders at any stage of the tendering process. In the event of disclosure, the Commissioner will advise Bidders of the nature and extent of the disclosure, and the reason that disclosure is taking place.

Part F – Tender evaluation questions & financial template

This Part F contains the questions that Bidders must respond to, and the financial template that Bidders must complete in order to submit a bid.

The following is required within a submission:

- Response to all Quality questions
- Completed Financial template
- Appendix of all requested documents as applicable, in the format prescribed
- Bidder Declarations all complete and signed as found at Part G

Questions

- Bidders must submit an answer for every question.
- Individual questions each have a word limit. Bidders should refer to the detail on word limits within this document to ensure their bid is compliant.
- Appendices and attachments should only be used where necessary, and must be relevant to the question. No generic or unreferenced organisational literature should be submitted as it will be ignored.
- Bidders should note that where bullet points are listed within a question all bullet points are to be considered equally important, unless stated otherwise

Financial template

- Pricing must be submitted in compliance with the financial template.
- For comparative purposes, bidders should assume a contract length of 3 years.
- Any assumptions made during completion of the financial template must be clearly articulated in the available comments boxes.

Assessments for each individual performance requirement will be aggregated into combined measures for each work-stream and then further aggregated into overall measures of the whole of service delivery i.e. the overall performance result. This will be a quantitative process based on pre-agreed weightings and calculations.

The weighting criteria to be used are as follows:

Section 1*

The Bidder is required to provide information about their eligibility to participate in this procurement. Eligibility questions are provided for in section 1 and will be marked as a pass/fail as described in section 7.1.1 of Part E – Tender Evaluation. The Bidder must pass the relevant eligibility questions. To score a "pass", the Tender must adequately address all key points and include adequate supporting evidence / examples / information. It must give the Commissioner a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract.

Where a Bidder scores a "fail" for any question addressing "mandatory grounds for exclusion", the Commissioner will treat the tender as non-compliant and it will not award a mark for the questions in section 2. For other modules self-cleaning principles will be applied and will be at the absolute discretion of the Commissioner whether to not award a mark for the scored questions where a Bidder scores a "fail" for any of these questions.

Weighting	Award Criteria	Scored, Pass/Fail, For Information	Question(s)	Question Sub weighting
N/A	Bidder Structure	For Information	B1 – B24	N/A
N/A	Legal and Regulatory	Note	LR1	N/A
		For Information	LR2 – LR5, LR7	N/A
		Pass/Fail	LR6	N/A
N/A	Financial and Economic Standing	Note	FE1	
		Pass/Fail	FE2	N/A
		For Information	FE3 – FE7	N/A
7%	Relevant Experience	For Information	RE2 – RE15	N/A
		Scored	RE16-RE21	RE16 20% RE17 20% RE18 20% RE19 15% RE20 10% RE21 15%
(See Criteria B below)	Workforce	For Information	WF1 – WF2	N/A
		Scored	WF3	W3 10%

Section 2

Weighting	Award Criteria	Scored or Pass/Fail	Question(s)	Question Subweighting
12%	Criteria A - Service Delivery	Scored	SD1-SD10	SD1 25% SD2 15% SD3 10% SD4 10% SD5 5% SD6 10% SD7 5% SD8 5% SD9 10% SD10 5%
10% (Includes section 1 question WF3)	Criteria B - Workforce	Scored	W1-W7	W1 15% W2 20% W3 10% W4 10% W5 10% W6 10% W7 15%
12%	Criteria C - Patient Experience	Pass/Fail	PSQ3	
		Scored	PSQ1-PSQ2, PSQ4-PSQ10	PSQ1 PSQ2 PSQ4 PSQ5 PSQ6 PSQ7 PSQ8 PSQ9 PSQ10
10%	Criteria D - Mobilisation & Implementation	Scored	M1-M4	M1 60% M2 10% M3 10% M4 20%
12%	Criteria E - Patient Safety including Clinical Governance	Scored	CG1-CG10	CG1 5% CG2 10% CG3 10% CG4 10% CG5 15% CG6 10% CG7 5% CG8 10% CG9 15% CG10 10%
12%	Criteria F - IM&T	For Information	IMT4	N/A
		Scored	IMT1-IMT3, IMT5-IMT8	IMT1 10% IMT2 15% IMT3 15% IMT5 15% IMT6 15% IMT7 10% IMT8 20%
25%	Criteria G – Finance**	Pass/Fail	F1-F4, F7	N/A
		Scored	F5-F6, F8-F11	F5 12% F6 12% F8 30%

				F9 12% F10 14% F11 20%

***Consortium bids and subcontractors**

Section 1

Where consortia and / or other forms of multi-organisation bid (where the Bidder relies on the capabilities of other entities) is submitted in response to the Commissioners service specification, all consortia members and / or subcontractors must complete the relevant eligibility questions. The relevant questions can be found in annex 5 and are provided as a separate document in the e-procurement system. All responses must be uploaded as an annex to the Bidders bid submission via the e-procurement system

If any of the grounds for exclusion apply to a consortia member and / or subcontractor then the Commissioner may, at their absolute discretion, request that the consortia member or subcontractor be replaced. If the Bidder is unable to replace the consortia member and / or subcontractor then the Commissioner reserves the right to reject the bid as a whole.

****Evaluation of Finance**

Question F1

Any offer price exceeding the budget limit for each year of the contract term will be deemed not to be viable. In this event, further evaluation of the ISOP may not be undertaken, and the Bidder will not be taken any further in the Procurement of the service.

The evaluation of the offer schedule is based on affordability.

Bidders that have submitted an offer that is within the budget limit will be evaluated on a comparative basis, with the lowest compliant tender (excluding any Tenders that the Commissioner rejects as being abnormally low or non-compliant) receiving 100% of the available marks for completion of the offer schedule. All other Tenders will be compared against the lowest tender on a proportional sliding scale using the following formula:

(A / B) x (Price weighting)

A = price of lowest compliant Tender
B = price of the Tender being scored

The following worked example is provided **for information only** to demonstrate how the evaluation of the offer schedule will work in practice

Bidders and Offer Price for contract		Lowest Bid	Difference between bid and lowest price	Weighted Score (Total available weighting 25%)
Bidder	Submitted Bid			
Bidder 1	£5,000,000	£5,000,000	£ -	25.00
Bidder 2	£7,000,000	£5,000,000	£2,000,000	17.86
Bidder 3	£10,000,000	£5,000,000	£5,000,000	12.50

If two offers are the same then they will receive the same points.

The Quality questions are available on the e-Procurement system.

The financial template for completion is provided as an Excel document within the e-Procurement system. If bidders have difficulty opening the document then they should contact Jonathan Sewell or Robert Amil through the e-Procurement messaging system.

Part G - Declarations

Tenders must be submitted in the format contained in this documentation, and must be accompanied by the following signed declarations:-

Form of Offer


Form of Offer.doc

Conflict of Interest*


Conflict of Interest.doc

***Where consortia and / or other forms of multi-organisation bid (where the Bidder relies on the capabilities of other entities) is submitted in response to the Commissioners service specification, all consortia members and / or subcontractors must complete a Conflict of Interest declaration**

Bidder Declaration


Bidder Declaration.doc

Annex 1 – IM&T supporting information

Open market engagement, as advertised in Contracts Finder, suggested a strategic oversight of the IM&T position for Devon would be helpful. There is no requirement for specific IT systems or telephony systems to be used, but the bidders will have to be able to demonstrate the choices made me the needs of the service delivery.

As much data is provided as is practically possible for the bidders to be able to use to determine the capacity needed to meet usual and surge demand for the population. The following is provided:

- TUPE data (requested to be received by the 18th of December 2015.
- Sitrep data for NHS111
- Contract performance data for NHS 111
- Quality reports for NHS 111
- Mapping data for OOH provider service
- Map of locations for Devon of OOH provider services
- Performance data (activity) for OOH provider services
- NQR compliance for OOH
- Quality reports for OOH

If bidders wish any further information the commissioner will do everything possible to provide it, but bidders must be aware that it will be made available for all bidders.

Data issues

Please note the following:

Whilst every opportunity has been taken to ensure that this data is accurate and explicit there are some areas where bidder's attention should be drawn.

For 111, ability to deliver the 60 second response time consistently has led to a higher than desired abandoned call rates. This therefore makes accurate predictions of future utilisation challenging as the number of calls may not equate to number of callers.

For OOH contracted activity there has been a decree in calls since the introduction of 111 but the actual reduction is not agreed by commissioner and provider.

The data supplied by the out of hours service includes some activity which is paid for by other commissioners i.e. GP practices or through training budgets for the CCG e.g. shutdown sessions, lunchtime and marginal cover. The activity also includes all patients seen by the service, irrespective of the responsible commissioner e.g. Cornish residents in Plymouth and Devon residents in Stratton in Cornwall.

A strategic approach to improving quality and outcomes for patients - interoperability across the Devon system (NEW Devon CCG and South Devon and Torbay CCG)

Introduction

The Five Year Forward View recognises the need for the NHS and social care to harness the information revolution to meet the fundamental challenges facing us - the health and wellbeing gap, the care and quality gap, and the funding and efficiency gap. To help bridge these gaps and address the lack of integration across care services – GP, hospital, community and home, clinical and social care, formal and informal settings - the National Information Board's 'Personalised Health and Care 2020' framework has outlined a system-wide approach that exploits the potential of information, technology and data, adding a Government commitment that 'all patient and care records will be digital, interoperable and real-time by 2020' thereby improving the quality of care/support and outcomes for the populations we serve. In June 2015, the National Information Board published a number of roadmaps, including the Interoperability Strategy and also confirming the key digital standards we will look to adopt across all settings, with the commitment that at a national level all available commissioning levers would be used to drive these. Progress is expected to be made in all settings in line with this strategy and the NEW Devon CCG digital roadmap will be the basis for planning and monitoring how this is to be achieved, enabling person-centred care with information able to flow across organisations. As part of local digital roadmaps, local decisions will be needed about how existing and new information systems can be made more open and interoperable to support existing and new models of care.

Interoperability

Interoperability refers to the ability of two of more systems to share, communicate and cooperate. Systems can refer to any number of entities including Organisations, Businesses, People and IT systems and for the purposes of this document "systems" refers to IT applications, solutions and components.

The IEEE Computer Society defines interoperability as "the ability of two or more systems or components to exchange information and to use the information that has been exchanged."

Benefits

How will this improve quality for local people? It is clear that there are significant benefits to both patients/citizens and the health and social care system from improving decision making about care through to enabling the individual to be empowered and take control of their own care. At a national level NHE England and the National Information Board are quantifying the impact of achieving

interoperability across the system and the benefits are significant. This provides an opportunity to achieve a step change in quality of patients and system wide working across health and social care; enabling innovative care pathways, safer decision making and reducing duplication as well as enabling the individual to take greater control.

Delivery

The scale of such a programme of work is such that the planning, investment and implementation will require the next five years. The CCG is required to develop a road map for interoperability by 31st March 2016 which sets out how it proposes to deliver the system wide implementation of interoperability. Providers have a key role in contributing to and participating in the design, procurement and implementation of any proposed solutions.

There are 7 key stages to achieving interoperability as defined by the National Information Board:

- Establish the vision and scope – i.e. what data and information will be shared?
- Review the current interoperability landscape
- Define the interoperability journey/roadmap and establish programme arrangements
- Procure the solution(s)
- Agree the information governance approach
- Deliver against a prioritised schedule of business needs
- Measure outcomes and identify lessons learnt.

The following table sets out the programme and expectations to enable interoperability to be achieved.

Timescales	Phase	Inputs from provider	Outputs	Outcomes
2015 – 31st March 2017	Outline vision and scope Review the current landscape Development of roadmap and governance arrangements Procurement strategy Outline business case Procurement Full business case	Nominate the following and active engagement in the process: Executive Director Clinical lead Technical lead Finance lead Governance lead Training Lead Provide leadership to the process, ensuring that the provider organisation is fully briefed and offers timely inputs as required. Timely and accurate contribution to the outline and full business cases. Also enable the relevant clinicians to attend offsite events and contribute to the design of specifications and the evaluation of any process. Contribution as per the roadmap and programme.	Road map to achieve interoperability Detailed descriptions stating which elements are the responsibility of the provider and which ones are the commissioners. Outline business specifications. Outline business case Full business case System wide funding bid for Technology Fund (or equivalent)	Agreed roadmap which is signed off and supported by the provider Board. Clarity about who is responsible for delivering the various elements of the roadmap. Outline business case and full business case signed and supported by provider Board. Clear governance arrangements for each element of the roadmap. Secure system wide funding to enable delivery.

		Timings of inputs are set out and signed off in the roadmap on 31st March 2017.		
1st April 2017 – 31st March 2018	System wide implementation of roadmap – detail to be confirmed once roadmap is signed off	Both financial investment in systems and also engagement and involvement from the above stated list of expertise will be required	Deployment of systems as per agreed roadmap	Progressive achievement of interoperability according to the agreed roadmap.
1st April 2018 – 31st March 2019	System wide implementation of roadmap – detail to be confirmed once roadmap is signed off	Both financial investment in systems and also engagement and involvement from the above stated list of expertise will be required	Deployment of systems as per agreed roadmap	Progressive achievement of interoperability according to the agreed roadmap.
1st April 2019 – 31st March 2020	System wide implementation of roadmap – detail to be confirmed once roadmap is signed off	Both financial investment in systems and also engagement and involvement from the above stated list of expertise will be required	Deployment of systems as per agreed roadmap	Progressive achievement of interoperability according to the agreed roadmap.
1st April 2020 – 31st March 2021	System wide implementation of roadmap – detail to be confirmed once roadmap is signed off	Both financial investment in systems and also engagement and involvement from the above stated list of expertise will be required	Deployment of systems as per agreed roadmap	Progressive achievement of interoperability according to the agreed roadmap.

Annex 2 – Estates supporting information

The following locations are used by the NHS111 service and the GP out of hours Service in Devon:

South Western Ambulance Service Foundation Trust

111 call centre – Exeter

Devon Doctors

Out of hours call control centre and headquarters - Exeter

Out of Hours GP treatment centres

- Exeter (Royal Devon and Exeter site)
- Tiverton
- Honiton
- Newton Abbot
- Teignmouth - but moving to Dawlish in new year
- Totnes
- Torquay (South Devon Healthcare Trust)
- Paignton
- Derriford (Plymouth Hospitals NHS Trust)
- Holsworthy
- Bideford
- Barnstaple (North Devon District Hospital)
- Okehampton
- Tavistock

All treatment centres should be located no more than 30 minutes travel distance for residents in Devon (see specification for further details).

Annex 3 – Draft Contract

The Commissioner will be using the NHS Standard National Contract for the provision of the Service(s).

Bidders' attention is drawn to the terms and conditions of the 2015/16 NHS Standard National Contract. The current contract, made up of the Particulars, Service Conditions and General Conditions respectively are available to download here:

http://www.england.nhs.uk/nhs-standard-contract/15-16/

Bidders must note that most of the provisions of the NHS Standard National Contract are mandatory and non-negotiable. Bidders should carefully study the contract when it is made available to ensure they are comfortable with all obligations under it, as there will be no post-award negotiation on material terms.

Bidders should also note that the 2015/16 contract will no longer be current at the point of contract award, as it is likely that the 2016/17 version will be mandatory by that point. It is therefore the Commissioner's intention to contract against the 2016/17 version of the contract.

Annex 4 – Criteria for the rejection of economic operators

Please see paragraph 6.1 of the ISOP for further details.

Criteria for the rejection of economic

Annex 5 – Eligibility questions for consortia members and subcontractors

Please see part F of the ISOP for further details

Eligibility questions