

**NHS West Lancashire  
Clinical Commissioning Group**

***“Building for the Future”***

**Lot 1: Integrated Community Services  
Lot 2: Urgent Care Services**

**Memorandum of Information (MOI)**

**December 2015**



**With you.  
For you.**

## EXECUTIVE SUMMARY

- i. The purpose of this Memorandum of Information (MOI) is to provide an overview of NHS West Lancashire CCG's Building for the Future Vision for Integrated Community Services and Urgent Care Services, our IT strategy and our high level service specifications (the Programme). This MOI also sets out details of our procurement for Integrated Community Services and Urgent Care Services (this Procurement) in the context of other developments the CCG has in train and describes the population, current performance and the range and location of current services.
- ii. With a population of 115,000 spread over 347 square kilometres made up of both rural agricultural land and urban town centre living, across the Tarleton, Burscough, Ormskirk, Skelmersdale, Upholland and Parbold areas, NHS West Lancashire CCG has to commission services for very diverse populations in both affluent and deprived communities. We see large differences in life expectancy between the best and worst areas across west Lancashire; for males there is an 8 year gap and for females its 11 years.
- iii. Our 22 practices are fully engaged in the development of this vision and are signed up to its aims and outcomes of this Programme and in particular to the running of this Procurement.
- iv. Our journey began in 2011 following the transfer of community services to Southport & Ormskirk Hospital NHS Trust under the "Transfer of Community Services" (TCS) initiative. From April 2014 work commenced on developing a new model of care within the local health economy under the banner of Facing the Future Together – which proposed a new vision and a new clinical strategy for West Lancashire. Following a series of events a mandate for change was overwhelmingly agreed. We then proceeded with implementation of phase one of the plan to deliver a clinical strategy for transformation. West Lancashire CCG and Southport & Formby CCG continue to work closely together on the vision for future community and urgent services.
- v. This Procurement intends to achieve a transformational approach to the provision and delivery of community health services to adults and older people within west Lancashire over the next five to ten years. We intend to realise the vision of true person centred care delivered closer to home, built on the principles of collaboration and collective accountability for agreed outcome domains. We intend to work in partnership in a new commissioning model which allows for risk and gain share, enabling investment in out of hospital care.
- vi. Increasing number of older people, constrained finances for the foreseeable future and fragmented services have led the CCG to conclude that a new approach is required, driven by outcomes and described in a high level specification. Providers will need to deliver an integrated solution which focusses on entire pathways from self-care and primary care through community care into secondary or tertiary care when necessary but home again as soon as is appropriate for the person.
- vii. One of the four high-level outcome domains for this Procurement is to ensure people receive the right care in the right place at the right time. To this end we have also included in the scope of this Procurement our General Practice out of hours service and our two walk in centres along with our acute visiting service. We want to ensure that the new model

of urgent care in West Lancashire offers a reliable and comprehensive alternative to A&E but works cohesively and integrates thoroughly with the delivery of integrated community care.

- viii. Running alongside this Procurement, we have a number of cohesive strategies such as our work with the Better Care Fund across Lancashire, Five Year Forward View with its focus on prevention and our work on the development of primary care at scale and pace. Together these drive forward our transformation and integration plans.
- ix. Despite the continued pressure on our finances and the growing older population we see this as an exciting time to deliver transformation change through the opportunities for innovation by collaboration e.g. Early Action project with Lancashire Constabulary, the Neighbourhood Learning Network programme we are undertaking in conjunction with Edge Hill University and the recent success of our Well North bid amongst others.
- x. The Well North philosophy supports the CCG's continued focus on reducing health inequalities; this is a programme, funded by Public Health England, which helps develop and test innovative approaches to improve the outcomes of those with the poorest health and most complex lives. It focuses on understanding and building on community strengths and working with communities to develop projects of importance to them which in the long term can be sustained within them. We have great ambitions for Skelmersdale and will expect the community provider to build on the findings of the Well North Project and support the CCG in improving health and wellbeing outcomes here and across the Borough.
- xi. The CCGs preferred approach to organising care for adults is one where a lead organisation takes responsibility for the delivery of required outcomes. The CCG is open to considering whatever contractual form is most suitable and legally capable of achieving this.
- xii. The CCG wish to offer this tender in two lots. Lot 1 is for Integrated Community Services across West Lancashire and Lot 2 is for all Urgent Care Services.
- xiii. Bidders can apply to participate in the procurement for Lot 1, Lot 2 or both lots but will have to complete all of the relevant PQQs for each lot they wish to pursue.
- xiv. The CCG wishes to support transformation and shift in investment into community services through a longer term contract. The contract will be offered for duration of 5 years with the possibility to extend for a further two year duration.
- xv. The CCG intends through competitive dialogue to develop a new payment mechanisms which will focus on outcomes and support delivery of the right care, in the right place, at the right time.
- xvi. NHS West Lancashire CCG's approach to procurement is one of engagement with both providers and stakeholders including people and their carers from the outset, leading to competitive dialogue on the basis that this is likely to produce the most sustainable and innovative solutions.

- xvii. This MOI should be read in conjunction with the Pre-Qualification Questionnaire for this Procurement.
- xviii. It is anticipated that the new services will be operational from April 2017. [See Section 4 of this MOI for more details.

# 1 PURPOSE, STRUCTURE AND NEXT STEPS FOR BIDDERS

## 1.1 PURPOSE OF THIS DOCUMENT

1.1.1 This Memorandum of Information (**MOI**) provides an overview of the:

- Procurement and its objectives;
- The CCG's service requirements;
- Procurement process;
- Procurement commercial framework; and
- Procurement governance and administration requirements

1.1.2 The purpose of this MOI is to provide potential Bidders with sufficient information to enable them:

- To make an informed decision about whether they wish to participate; and
- To submit a Pre-Qualification Questionnaire (PQQ)

## 1.2 NEXT STEPS FOR BIDDERS

1.2.1 Interested parties wishing to participate in this procurement exercise **must** submit a completed PQQ, via Bravo (the e-procurement system to be used for this procurement) by using the following hyperlink <https://mlcsu.bravosolution.co.uk>

1.2.2 Completed PQQs should be submitted by no later than **12pm on 22nd January 2016**

1.2.3 The CCG reserves the right not to consider any potential Bidder who does not meet the deadline.

## 1.3 POTENTIAL BIDDER STRUCTURE

1.3.1 A Bidder may apply as a single entity or on behalf of a consortium or other collective arrangement (e.g. joint venture, partnership). If applying on behalf of a consortium or other collective arrangement, the Bidder will be deemed to be leading the bid.

1.3.2 The CCG does not require the consortium to form a legal entity or enter into a legally binding agreement at the Pre-Qualification Stage. It will be required to do so prior to the award of a contract. The CCG will require evidence that the collective arrangement has the resources necessary to perform the contract.

1.3.3 For the purposes of this Procurement, any organisation that is a member of a consortium or other collective arrangement (e.g. Joint Venture, partnership) is a "Relevant Organisation". Where a Bidder is applying on behalf of a consortium, it must complete the following sections of the PQQ for those Relevant Organisations who are material sub-contractors of joint venture partners. In providing further information about relevant organisations bidders should provide the information as attachments.

Role of Organisation	PQQ Sections to complete
<b>Bidder (lead organisation)</b>	All sections
<b>Relevant Organisations</b>	Sections A-G

## **2 COMMISSIONING**

### **2.1 COMMISSIONING ORGANISATION**

2.1.1 The Commissioning Organisation and Contracting Authority for this Procurement is:

- NHS West Lancashire Clinical Commissioning Group

2.1.2 The Commissioning Organisation will be referred to as "The CCG".

2.1.3 The CCG wishes to receive responses to the Pre-Qualification Questionnaire (PQQ) from suitably qualified and experienced service providers with the necessary financial standing, experience, capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to achieve the CCG's outlined vision for the future in relation to Integrated Community Services.

### 3 INTRODUCTION AND OVERVIEW

#### 3.1 OVERVIEW OF WEST LANCASHIRE CLINICAL COMMISSIONING GROUP

3.1.1 NHS West Lancashire CCG is made up of 22 GP practices and covers a population of approximately 112,000 people in Ormskirk, Skelmersdale and surrounding communities. We sit on the boundary of Lancashire Greater Manchester and Merseyside counties, with our patients accessing services in all geographical areas.

3.1.2 West Lancashire is a borough that covers 347 square kilometres, has 25 wards and contains a number of small towns and villages that offer a very good quality of life. It is a popular area for commuting to other parts of Lancashire and Manchester, whilst there are particularly strong links with the economy of Liverpool.



Table 1 –  
Map of West Lancashire

3.1.3 West Lancashire is however a district of contrasts. Ormskirk is a market town and is the main home for Edge Hill University. In the east of the borough, Skelmersdale, which was a “new town” in the 1960s, is the subject of a master plan to create a new heart for the town and bring in facilities that local people want.

3.1.4 The local agricultural resource base comprises the largest extent of top grade farmland in the west of Britain, yet the district also faces some difficulties. Skelmersdale was, at first, set up to attract manufacturing jobs, however the ideas of town planning soon appeared to be dated, contributed to problems of deprivation. The town is however well located and there are a number of quality proposals to help take it forward.

3.1.5 West Lancashire is seeing an increase in its older population as most CCGs in the country, however in Skelmersdale the population profile is different to that of the rest of West Lancashire (see Table 2 - Seven Wards of Skelmersdale compared to all other wards of West Lancashire below).

3.1.6 West Lancashire has areas of significant deprivation. A recent report highlighted the differences in the health of the population between the seven most deprived wards of the West Lancashire district and the rest of west Lancashire population. These seven wards, being Ashurst, Birch Green, Digmaor, Moorside, Skelmersdale North, Skelmersdale South and Tanhouse, are not only the most deprived wards within the West Lancashire district; they are amongst the most deprived wards of the whole Lancashire-141 area and in England. Six of the wards fall into the most deprived 20% nationally and four of these within the most deprived 5% nationally. Furthermore these seven wards were found to have the highest proportions of children aged 0–15 living in income-deprived households and the highest proportions of adults aged 60 or over living in pension credit (guarantee) households in West Lancashire. There are also significant differences in life expectancy across areas of the Borough. Males, life expectancy at birth ranged from 83 in Derby to 73.6 in Tanhouse: a difference of 9.4 years. For females, life expectancy at birth ranged from 87.6 in Tarleton to 76.1 in Birch Green: a difference of 11.5 years. (Access the full report on the following link <http://www.westlancashireccg.nhs.uk/introducing-a-new-report-the-seven-wards-a-focus-on-skelmersdale/>)

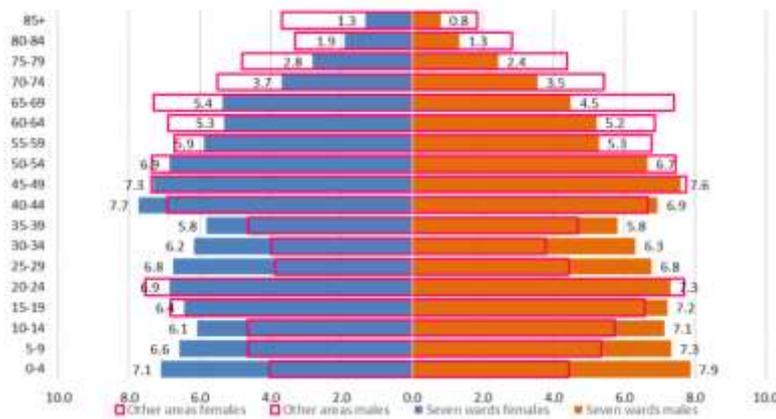


Table 2 - Seven Wards of Skelmersdale compared to all other wards of West Lancashire

### 3.2 BACKGROUND TO BUILDING FOR THE FUTURE VISION AND PROPOSED INTEGRATED COMMUNITY AND URGENT SERVICES IN WEST LANCASHIRE

3.2.1 In April 2014, work commenced on a new model of care, within the local health economy. West Lancashire CCG and Southport and Formby CCG held two membership events in June and July 2014 respectively, inviting the wider constituents of the local health and social care economy to the launch of “Facing the Future Together” – proposing a vision and a new clinical strategy for West Lancashire, Southport and Formby. A mandate for change was overwhelmingly agreed. We then proceeded with implementation of phase one of the plan to deliver a clinical strategy for transformation. West Lancashire CCG and Southport & Formby CCG continue to work closely together on the vision for community services but are working separately to tender these services.

3.2.2 There was recognition of the changing landscape of care and acknowledgment that primary and community services require growth and development. Primary and Community services can no longer be seen as an add-on to acute care, but a leader and central to the transformation of care. West Lancashire CCG intends to move care closer to home with the premise that only what needs to be seen in acute care is seen in acute care, everything else is out of hospital. A radical approach will be required to truly transform the delivery of care and West Lancashire CCG sees this procurement as a catalyst and lever for change, and to that end integral to the continued iterative discussion with public, partners and providers.

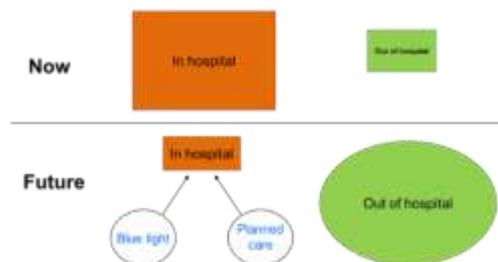


Table 3 - the changing landscape of care

### 3.3 CRITICAL SUCCESS FACTORS

3.3.1 It is very important that there is clarity regarding how success of the Programme will be measured as this drives the assessment of options for service delivery and funding, the assessment of bids which may be received as part of the Procurement process and also informs the longer term evaluation of the Programme. West Lancashire CCG has agreed the following as success criteria for this Procurement.

3.3.2 NHS West Lancashire CCG will be looking to understand the extent to which any option or proposal will

- a) deliver the clinical vision building on the three pillar of our strategy of collective accountability, care co-ordination and population management, demonstrating how services will be provided sensitive to local health and service need, addressing health inequalities, wrapped around the patient focussed on our neighbourhoods whilst also contributing to the delivery of a more efficient and effective urgent care system which results in a reduction in attendance at A&E by creating additional urgent capacity and signposting to appropriate place to receive the appropriate care.
- b) create alternatives locations for ambulatory care sensitive conditions to reduce the need for hospital attendance / admission
- c) demonstrate how the improvements in outcomes (set out in key outcomes below) will be achieved;

and

- d) will be seeking a like-minded partner(s) who
  - i. can deliver an organisational solution for urgent care and / or adult's care, (with an emphasis on older people), which can demonstrate strong leadership, sound governance, resilience and gain the confidence of commissioners and provider partners;
  - ii. shares the CCG's vision for change and is willing to work with the CCG to drive the transformational change, understands the need for whole system transformation and can demonstrate how to deliver it, including:-
    - a. changing culture beliefs and behaviours across organisational boundaries and throughout the healthcare system both horizontally and vertically;
    - b. providing modern and innovative IT enabled healthcare services which supports patients at all levels of complexity to remain at the highest level of independence that they can achieve;
    - c. integrating a range of health social care and voluntary services
    - d. influencing partner organisations to deliver better outcomes for patients;
  - iii. will work with the CCG and service users and carers with personal experience of long term conditions, intermediate care and frail elderly services specifically to co-design the final version of the outcome based specification to realise improved outcomes for patients in relation to their health and wellbeing and service user experience whilst driving efficiencies and delivering innovation

- across the system;
- iv. will work with the CCG and the population of west Lancashire to communicate the right place to access the right care at the right time – demonstrating cohesion across the different parts of the service model and service providers
  - v. Will deliver financial balance within the agreed financial envelope across the life of the contract whilst absorbing growth in demand across the population and working with us to engender collective accountability and develop financial risk / gain share processes;
  - vi. Will actively engage with a wide range of people, their carers, the local community and other stakeholders on an on-going basis across the life of the contract to ensure the changing needs outcome and preferences are met.

### **3.4 KEY OUTCOMES OF THE PROCUREMENT AND SUBSEQUENTLY DELIVERED SERVICE**

3.4.1 NHS West Lancashire CCG would expect to have the following as a result of this Procurement: -

A contractor / contractors commissioned to deliver against an outcome based contract over a minimum 5 year period.

A confirmed set of outcome measures with which to commence the management and delivery of the Programme.

To date NHS West Lancashire CCG has identified four outcome domains that it would like to see addressed as part of this Procurement. These four domains and the associated outcome measures will be discussed and developed during the competitive dialogue stage of this Procurement.

- i. People are empowered and supported to have the best quality of life, manage their condition(s) and remain at the lowest point of dependency
- ii. Supporting people with both mental and physical illness by ensuring they can access the right care in the right place at the right time.
- iii. Developing a positive experience of excellent and equitable care wrapped around the patient in a safe environment and protected from avoidable harm
- iv. Develop a working culture that advocates seamless joined up working and empowers staff and stakeholders to work collaboratively with the patient at the centre

### 3.5 SCOPE OF THE PROCUREMENT

3.5.1. The scope of this Procurement is to include the following services in two LOTs

LOT 1 INTEGRATED COMMUNITY SERVICES	
<p>This LOT is focussed on the delivery of integrated community services structured in a way so as to deliver the clinical vision building on the three pillar of our strategy of collective accountability, care co-ordination and population management, demonstrating how services will be provided sensitive to local health and service need, addressing health inequalities, wrapped around the patient focussed on our neighbourhoods</p> <p>The scope of this LOT is expected to include the following services</p>	
Adult Therapies – OT	Appliances
Adult Therapies – SALT	Chronic Care Co-ordinators
Adult Therapies – Neuro rehab	CERT
Adult Therapies – physiotherapy	care co-ordination
Geriatrician / Extensivist / GPwSIs / Advanced Nurse Practitioners community support	Cardiac Rehab
Community matrons	Community IV Therapy service
Community Respiratory & oxygen services	Community Heart Failure Service
Diabetes	Continence and urology
Discharge Coordinators / facilitation team	District nurses (domiciliary & clinic based)
Dietetics	Falls team
Lymphoedema services	Palliative Care
Phlebotomy	Podiatry
Pulmonary rehab	rehab step up/step down beds
Single point of access	Stoma Care
Stroke rehab	Tissue viability

LOT 2 URGENT CARE SERVICES
<p>This LOT is focussed on the delivery of the urgent care part of vision for our new model of care in west Lancashire which offers a reliable and comprehensive alternative to A&amp;E but works cohesively and integrates thoroughly with the delivery of integrated community care particularly the urgent care element.</p> <p>The scope of this LOT is expected to cover</p> <ul style="list-style-type: none"> <li>○ General Practice out of hours service</li> <li>○ Walk in centres</li> <li>○ Acute Visiting Service.</li> </ul> <p>As well as meeting the overall four main outcomes of this Procurement, it is proposed that this LOT will contribute to the delivery of a more efficient and effective urgent care system which results in a reduction in attendance at A&amp;E and educates patients as to their right place to access the right care at the right time</p> <p>Cohesive with the community services LOT this urgent care LOT may want to consider how to provider alternatives locations for ambulatory care sensitive conditions to reduce the need for hospital attendance / admission</p>

3.5.2 The CCG expects that potential Bidders will apply for Lot 1, Lot 2 or both and these will be evaluated independently. To be clear, any potential Bidders bidding for both lots

must not be combine the bids but submit two standalone bids, one for each of the lots.

- 3.5.3 The CCG reserves the right to award a contract to one bidder per lot OR to award no contract at all if the CCG so chooses
- 3.5.4 The evaluation and dialogue will be for each lot separately.
- 3.5.5 If a Bidder were to become Preferred Bidder for Lots 1 & 2 the CCG would expect to work with that Bidder to quantify the economies of scale that will be achieved through award of both contracts
- 3.5.6 No variant bids will be accepted.
- 3.5.7 The CCG is calculating the total A&E and Non Elective costs and activity of west Lancashire for older people in secondary care and looking at delivering collective accountability and responsibility through the reporting and management of performance of this activity. The CCG is currently not planning to put this initially into the Procurement but might like to discuss the benefits of including this in the Procurement in due course.
- 3.5.8 Currently the CCG has not included musculo-skeletal and clinical assessment services but may choose to include this later during the dialogue
- 3.5.9 Similarly the CCG has not included community or secondary care mental health services but will expect the community service to work very closely with incumbent providers.

## 4 PROCUREMENT PROCESS – OVERVIEW

### 4.1 PROCUREMENT TIMELINE

4.1.1 The timelines for the Procurement is set out in the table below. It should be noted that the dates are anticipated dates at the time of issuing this MOI and may be subject to change.

EVENT	INDICATIVE DATE	
OJEU submitted for Publication	11 Dec-15	
OJEU live	14 Dec-15	
Deadline for clarification questions (12pm)	15 Jan-16	
Deadline for receipt of PQQ (12pm)	22 Jan 16	
PQQ Evaluation Stage completed	12 Feb 16	
Issue Invitation to Participate Document (ITPD)	17 Feb 16	
Deadline for receipt of Outline Solutions document	2 Mar 16	
Initial set of Competitive Dialogue Meetings	w/c 14 March 16 lot 1	w/c 21 March 16 lot 2
Request Detailed Solutions document	30 March 16 lot 1	1 April 16 lot 2
Deadline for receipt of Detailed Solutions document	22 April 16 Lot 1	27 April 16 Lot 2
Second set of Competitive Dialogue Meetings	w/c 16 May 16 lot 1	w/c 23 May lot 2
Request draft financial proposal	6 June 16 Lot 1	13 June 16 Lot 2
Deadline for receipt of draft financial proposal	20 June 16 Lot 1	27 June 2016 Lot 2
Third set of Competitive Dialogue Meetings	w/c 27 June 16 Lot 1	w/c 4 July 2016 Lot 2
Formally close dialogue	11 July 2016 Lot 1	18 July 2016 Lot 2
Issue Invitation to Submit Final Tender (ISFT)	12 July 2016 Lot 1	19 July 2016 Lot 2
Deadline for receipt of ISFT	5 August 2016 Lot 1	12 August 2016 Lot 2
Award of Contract decision notified to Bidders	Sept 16	Sept 16
Contracts signed	Sept 16	Sept 16
Contracts Commencement	Oct 16	Oct 16
Service Commencement	April 17	April 17

4.1.2 Further details regarding the competitive dialogue process will be detailed in the ITPD.

### 4.2 ADVERT

4.2.1 Advertisements have been placed at national and local level including the Contracts Finder portal. An OJEU contract notice has been published, reference number: **2015/S 244-443788**

### 4.3 MEMORANDUM OF INFORMATION (MOI)

4.3.1 This MOI provides details of the Procurement and accompanies the PQQ.

4.3.2 This MOI should provide potential Bidders with sufficient information to enable them to make an informed decision about whether they wish to register their interest in the Procurement.

4.3.3 Parties wishing to participate in the Procurement **must** submit a completed PQQ before the closing time and date for receipt stated in both the contract notice and the Contract Finder advertisement.

### 4.4 PRE-QUALIFICATION QUESTIONNAIRE (PQQ)

- 4.4.1 Each lot has its own PQQ. Potential bidders should complete the relevant PQQ for the services for which they intend to bid. The PQQ contains a series of questions for potential Bidders to answer
- 4.4.2 A clarification question and answer process will operate during the PQQ stage to give potential Bidders the opportunity to submit written questions to the CCG where they require clarification on the information provided as part of the PQQ process.
- 4.4.3 Potential Bidders should submit clarification questions via the Bravo e-Procurement system only. Clarification questions received by any other method will not receive a response.
- 4.4.4 The period during which potential Bidders can raise clarification questions commences on the day the PQQ is issued. The CCG will seek to answer clarification questions as quickly as possible. Potential Bidders are urged to review the PQQ immediately upon receipt and identify and submit any clarification questions as soon as possible.
- 4.4.5 The deadline for submitting any clarification questions is **12pm 15<sup>th</sup> January 2016**. The CCG reserves the right not to respond to any clarification questions submitted after that date.
- 4.4.6 In order to treat potential Bidders fairly, the CCG will provide an anonymous copy of any clarification questions, and the answers to those questions, to all potential Bidders via Bravo. Potential Bidders may request clarification in confidence, but in responding to such requests the CCG will reserve the right to act in what it considers a fair manner and in the best interests of the Procurement, which may include circulating the response to all potential Bidders.
- 4.4.7 Under no circumstances should potential Bidders canvass anyone who has an involvement in the commissioning and/or procurement across the strategic partnership of West Lancashire CCG, their staff or advisers seeking further information in relation to the procurement. Any such approaches (direct or indirect) may result in the potential bidder's exclusion from any further consideration in the Procurement

#### **4.5 PQQ EVALUATION**

- 4.5.1 The PQQ is designed to evaluate the financial standing, experience, capacity, capability and eligibility of potential Bidders to provide the Service which is the subject of each Lot of the procurement.
- 4.5.2 The PQQ evaluation criteria and process for the Procurement is outlined below. Potential Bidders should note that The CCG reserves the right to vary the selection procedure to support continued competition, and adhere to subsequent technical or legal guidance, or for other reasons at its sole discretion.
- 4.5.3 The evaluation of responses at PQQ stage will consist of two stages: -
- Preliminary compliance review;
  - Detailed evaluation.

#### **4.6 PRELIMINARY COMPLIANCE REVIEW**

- 4.6.1 The information supplied in the PQQ by each potential Bidder will be checked for completeness and compliance with the requirements of the PQQ before responses are evaluated. The preliminary compliance review will check that submissions:

- Answer all questions (or provide detailed reasons and evidenced rationale if considered not applicable);
- Are made in the format, medium and quantity requested; and
- Have been delivered with a signed declaration.
- Have been submitted by the specified deadline

4.6.2 Where, in the opinion of the CCG, a response is non-compliant, the potential Bidder may be excluded from further consideration. Failure to provide a satisfactory response (or any response) to any element of the PQQ may result in The CCG not proceeding further with that potential Bidder.

## 4.7 DETAILED EVALUATION

4.7.1 In undertaking the pre-qualification process potential Bidders will be scored against the criteria and weightings set out in the table below.

4.7.2 Potential Bidders will be ranked from PQQ responses and of those up to three bidders for each LOT who have scored the highest and met all the evaluation criteria requirement, will be invited to participate in the competitive dialogue process.

4.7.3 The CCG reserves the right to invite up to two additional bidders for each LOT to participate in the competitive dialogue stage if there is a less than 2% difference in the scores achieved between the third highest scoring bidder and the fifth highest scoring bidder

4.7.4 Potential Bidders must achieve the minimum acceptable score for each section in order to achieve an overall pass for the PQQ evaluation

Section	Section Description	Section Weighting	Minimum Score	Minimum Pass level
<b>A</b>	Details of Potential Bidder	For information	N/A	N/A
<b>B</b>	Legal and Regulatory	Pass/Fail	Pass	Evidence of bidder's ability to enter into a contract with the CCG If a provider of healthcare service, evidence of CQC registration and Monitor licence (if applicable)
<b>C</b>	Financial Information	Pass/Fail	Pass	Provision of three years of audited financial accounts (non audited accounts will be accepted if clear justification is provided) Evidence of financial stability as detailed in Section 5.9
<b>D</b>	Insurance	Pass/Fail	Pass	Evidence of current insurance policies as detailed in Section 5.10 If levels of insurance do not meet the requirements in Section 5.10 then assurances that this will be achieved by contract signing
<b>E</b>	Health and Safety	Pass/Fail	Pass	Provision of a current health and safety policy/statement
<b>F</b>	Sustainability	Pass/Fail	Pass	Provision of a current environmental policy/statement
<b>G</b>	Workforce	Pass/Fail	Pass	Evidence of NHS compliant HR policies and processes
<b>H</b>	Service Delivery and Transformation	35%	60%	To be scored in line with evaluation methodology in Section 4.7.5

<b>I</b>	Subcontract Arrangements	20%	60%	To be scored in line with evaluation methodology in Section 4.7.5
<b>J</b>	Service User Focus	20%	60%	To be scored in line with evaluation methodology in Section 4.7.5
<b>K</b>	Collaboration	20%	60%	To be scored in line with evaluation methodology in Section 4.7.5
<b>L</b>	Delivery in Communities	5%	60%	To be scored in line with evaluation methodology in Section 4.7.5

4.7.5 Where sections of the PQQ are scored (i.e. section H: Service Delivery and Transformation), scoring of questions will be as follows:-

Mark		Definition
<b>0</b>	Unacceptable	The response has been omitted or completely fails to meet the stated requirements
<b>1</b>	Very Poor	The response significantly fails to demonstrate a level of capability and capacity to deliver the required Services that is adequate to meet the stated requirements
<b>2</b>	Poor	The response is lacking in detail and evidence and gives rise to some (but not significant) concerns that the Bidder's capability and capacity to deliver the required services is adequate to meet the stated requirements.
<b>3</b>	Acceptable	The response demonstrates a level of capability and capacity and provides detail and evidence to deliver the required Services that is adequate to meet the stated requirements in most aspects
<b>4</b>	Good	The response demonstrates a level of capability and capacity and provides detail and evidence to deliver the required Services that fully meets the stated requirements in all material respects
<b>5</b>	Excellent	The response demonstrates a level of capability and capacity and provides detail and evidence to deliver the required Services that fully meets the stated requirements in all material respects and exceeds some or all requirements

4.7.6 Potential Bidders will need to score a minimum of 60% (sixty per cent) in each section H to L and a minimum cumulative score of 65% (sixty –five per cent) across sections H to L, in order to be eligible to be considered further.

4.7.7 Within the scored sections H to L, the scores awarded to each question will be added together and converted to a percentage of the total mark available. All questions within sections H to L are equally weighted.

4.7.8 Potential Bidders must complete all parts of the PQQ and supply any additional or supporting information as required.

4.7.9 Questions are to be answered in English.

4.7.10 The CCG reserves the right to require potential Bidders to clarify their PQQ submissions in writing. Any such request will be made via Bravo to the potential Bidder's nominated representative.

4.7.11 Any response to a clarification question will be required within the time period specified in the clarification request or, if no such time period is specified, within 48 hours of publication of the request via Bravo. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the Procurement.

4.7.12 Where the potential Bidder believes a question is not applicable, or cannot be answered,

this should be clearly stated and an explanation must be provided. The explanation will be taken into account in assessing the response.

- 4.7.13 No response should be left blank.
- 4.7.14 Where applicable, the terms “Not known”, “Not available” or “Not applicable” should be used and an explanation as to why the question is “Not applicable” is required. If the potential Bidder is unclear as to whether or not a question is applicable to it, use should be made of the clarification question mechanism.
- 4.7.15 The inclusion of an executive summary, general marketing and company literature or any separate statement of reasons for selection is not required and will not be considered in the evaluation of the PQQ. Potential Bidders should not include any information beyond that requested in the PQQ.
- 4.7.16 A potential Bidder who fails to complete and return a PQQ by the stated deadline may be disqualified from participation in this Procurement. The CCG may exercise its discretion to allow a potential Bidder to participate in exceptional circumstances.
- 4.7.17 In completing their PQQ submissions, potential Bidders should not assume that the CCG has any prior knowledge of the potential Bidder, its practice or reputation or its involvement in existing services, projects or procurements. In evaluating PQQ submissions, the CCG will only consider information provided in response to the PQQ.
- 4.7.18 The CCG reserves the right to reject any potential Bidder that fails to comply fully with the requirements of the process set out in this document, or which makes any misrepresentation in supplying any information requested.
- 4.7.19 Each potential Bidder is subject to an ongoing obligation to notify the CCG of any material changes to the information included in its PQQ response, including but not limited to changes to the identity of Relevant Organisations or the ownership or standing thereof, or to its financial status. Changes should be notified as soon as they become known through the Bravo e-Procurement messaging system.
- 4.7.20 Failure to notify the CCG of any material changes may lead to the potential Bidder being liable for disqualification.
- 4.7.21 The CCG shall have the right to disqualify a potential Bidder and its PQQ response at any stage in the Procurement if it becomes aware of any omission or misrepresentation in the potential Bidder’s response to any question or in the event there are material changes to a position / information set out in any aspect of the PQQ response.
- 4.7.22 Potential Bidders will be responsible for the accuracy of all information submitted to the CCG within the completed PQQ.
- 4.7.23 Any supplementary files, where required, should be attached as instructed using Microsoft Office or PDF file formats. Where a potential Bidder submits an attachment to supplement a question, the filename must start with the number designation of the relevant question.
- 4.7.24 Failure to provide PQQ responses in the required format may lead to a potential Bidder’s submission being set aside without evaluation and the potential Bidder’s exclusion from further consideration in this Procurement.

## 4.8 **COMPETITIVE DIALOGUE**

- 4.8.1 Following the end of the PQQ phase the shortlisted Bidders will be invited to participate in the competitive dialogue stage with the CCG. The aim of the competitive dialogue phase is to further define the outcomes (including measures, baselines and percentage improvements), identify the solutions to achieve the CCG's vision for the future and the financial options/mechanisms for the contract.
- 4.8.2 Further details of the Competitive Dialogue process and evaluation will be set out in the Invitation to Participate document which will only be issued to shortlisted bidders.

#### **4.9 CONTRACT AWARD**

- 4.9.1 Based on the outcome of the ISFT evaluation, recommendations will be made to The CCG's Board for consideration. Following approval of the recommendation, The CCG and the recommended Bidder(s) may enter into the contract(s).

#### **4.10 SERVICE COMMENCEMENT**

- 4.10.1 Following contract award and in accordance with the Provider's mobilisation plan, the CCG and the Provider shall work together towards the commencement of the provision of the Service at the contractually agreed date (i.e. the Service Commencement Date).

## **5 COMMERCIAL FRAMEWORK**

The Potential Bidders' attention is drawn to the following commercial information:

### **5.1 CONTRACT**

5.1.1 The contract to be entered into by the CCG and the selected Provider for the Services will be the NHS Standard Contract for 2016/17, a copy of which will be found at the NHS England website.

5.1.2 The Contract will be separate to and independent of any existing contract currently in place between the Provider and the CCG.

### **5.2 CONTRACT DURATION**

5.2.1 The contract duration will be **[FIVE] 5** years with the option to extend for a further two years.

### **5.3 CURRENCY**

5.3.1 Bids at the ISFT stage will only be accepted in pounds sterling.

### **5.4 SERVICE**

5.4.1 The CCG is looking for bidders with the necessary financial standing, experience, capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to deliver progressive and significant improvement to the specified outcomes through the delivery of high quality, patient-centred, integrated and value for money services, which are outcome focused and are delivered in a safe and effective manner.

### **5.5 WORKFORCE**

#### **5.5.1 POLICIES AND STRATEGIES**

5.5.1.1 Potential Bidders shall be required to provide evidence that all proposed workforce policies, strategies, processes and practices comply with all relevant employment legislation applicable in the UK and in addition comply with the provisions outlined in:

- NHS Employment Check standards –  
<http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/Employment-Check-Standards.aspx>
- The Code of Practice for the International Recruitment of Healthcare Professionals (December 2004) (the Code of Practice);
- The vetting and Barring Process administered by the Independent Safeguarding Authority

#### **5.5.2 STAFF TRANSFERS (TUPE)**

- 5.5.2.1 Staff who are employed by the current provider(s) may be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). Therefore, potential Bidders must consider whether or not TUPE would apply to any such staff and are recommended to seek appropriate independent legal advice about this.
- 5.5.2.2 Potential Bidders will be required to provide evidence that they are able to meet the requirements of the new Fair Deal Policy published by HM Government in October 2013.
- 5.5.2.3 Fair Deal is a non-statutory policy which sets out how pension issues are to be dealt with when staff are compulsorily transferred from the public sector to independent sector providers of public services. Under the new Fair Deal, these staff will be entitled to retain membership or eligibility for the public service pension scheme they were in or eligible to join immediately before the transfer.
- 5.5.2.4 The new policy applies when such staff move from the public sector to an independent contractor by way of a transfer to which TUPE applies or when such staff move by way of a non-voluntary transfer to a public service mutual or to other new models of public service delivery.
- 5.5.2.5 Service Providers will generally be required to obtain a Participation Agreement with the relevant public service pension scheme in respect of each transfer of employment, before any transfer of staff takes place.

## **5.6 PREMISES, FACILITIES MANAGEMENT & EQUIPMENT**

### **5.6.1 PREMISES**

- 5.6.1.1 The CCG shall make known to Bidders availability of space in primary and community health premises around west Lancashire.
- 5.6.1.2 Discussion regarding the rental associated with these premises will be included in the financial discussions as part of the competitive dialogue.
- 5.6.1.3 However it is not expected that the provision of care is limited to these premises and that Bidders should make their own investigations into availability and cost of premises where it is appropriate to do so.
- 5.6.1.4 Where these premises are owned and managed by NHS Property Services it is expected that facilities management is provided through them. Figures for facilities management will be provided as part of the competitive dialogue

### **5.6.2 EQUIPMENT**

- 5.6.2.1 The Service Provider shall be responsible for the provision and cost of equipment where this is not already in place.

## **5.7 INFORMATION MANAGEMENT AND TECHNOLOGY (IM&T)**

- 5.7.1 The Service Provider shall be responsible for provision of all IM&T equipment necessary to meet the requirements of the service specification where this is not already provided.

## **5.8 FINANCIAL ENVELOPE**

- 5.8.1 The financial envelope for the procurement is expected to be in the region of £13m per annum with the opportunity to shift an additional £3m from secondary care into this contract as ambulatory care sensitive conditions currently being seen in hospital are treated in the community. In the longer term there may also be a possibility to release other funding from secondary care which could be anywhere up to £13m as more adults and older people are supported at home and non-elective admissions are avoided.
- 5.8.2 The financial envelope for Lot 1 integrated community services is expected to initially be in the region of £9 million per annum.
- 5.8.3 The financial envelope for Lot 2 urgent care services is expected to initially be in the region of £4 million per annum.

## **5.9 PAYMENT MECHANISM**

- 5.9.1 The CCG wish to enter into dialogue with Bidders to explore options / mechanisms for a robust financial arrangement associated with the contract, building on the following financial principles: -
- a financial framework which is based on performance against outcomes, rather than payment for services or activity.
  - delivering financial balance within the specified envelope, including absorbing the growth in population, demand and need across the 5 year contract.
  - creating the environment for the preferred Bidder to undertake investment and deliver a return on that investment which may be aligned to all of the financial principles outlined.
  - financial risk/gain share agreements across the preferred Bidder and CCG
- 5.9.2 A draft payment mechanism will be issued with the contract to allow the basis for discussion during the competitive dialogue. It is expected that details of the payment mechanism for the contract will be set out in the ISFT following discussion through the dialogue process.

## **5.10 FINANCIAL STANDING**

- 5.10.1 Financial standing requirements for the Service shall be limited at the PQQ stage to confirmation of identity, solvency and proposed business structure. Financial documents supplied and credit records (where requested) shall be analysed and reviewed and it shall be the results of that analysis that shall determine if a potential bidder has successfully passed the financial requirements on the PQQ.
- 5.10.2 If the potential Bidder's financial circumstances change or, financial information required at PQQ stage that is not available to submit to the CCG as part of the PQQ submission becomes available later on during the Procurement, the CCG should be informed immediately and provided with the relevant associated

information. The CCG reserves the right to take this additional information into consideration in evaluating a potential Bidder's financial standing and reserves the right to disqualify the potential Bidder where the assessment of their financial standing is affected.

## 5.11 INSURANCE

5.11.1 The PQQ asks potential Bidders to evidence current insurance arrangements

5.11.2 The CCG requires the levels of insurance for both LOTs of this Procurement as set out in the table below

Insurance Type	Minimum Level Required (£)
Professional Indemnity / Clinical Negligence (Indemnity arrangements through membership of the NHSLA CNST scheme (which provides unlimited indemnity per claim) or if a potential Bidder elects not to be a member of the CNST scheme equivalent indemnity arrangements to those provided under the CNST scheme.)	Unlimited
Public Liability	Unlimited
Employer's Liability	Unlimited

5.11.3 Potential Bidders must confirm whether or not they currently have the required levels of insurance in their answers within Section D of the PQQ, and if not, must provide confirmation that such levels of insurance shall be put in place should the potential Bidder be successful in the Procurement.

5.11.4 The CCG requires Service providers to ensure that:

- The CCG's interests are fully protected; and
- Members of the public utilising the Service are fully protected to the extent that they have a valid claim against the Service provider and/or The CCG

5.11.5 Providers will be required to indemnify The CCG against any claims that may be made against The CCG arising from the provision of the Service by the Provider. The CCG shall expect the Provider(s) to offer evidence that they have sourced appropriate (and sufficient) insurance or other arrangements. For the avoidance of doubt, this shall include provisions for clinical negligence insurance covering all staff and operational risk in the facilities from which the Provider's services are to be provided.

## 6 GOVERNANCE AND ADMINISTRATION

### 6.1 PROCUREMENT COSTS

6.1.1 Each potential Bidder shall be responsible for its own costs incurred throughout each stage of the procurement process. None of the following bodies (The CCG, NHS England, Midlands & Lancashire CSU, and the Department of Health) will be responsible for any costs incurred by the potential Bidder or any other person through this procurement.

## **6.2 CONSULTATION**

- 6.2.1 The CCG shall lead on all local stakeholder engagement issues relevant to this Procurement exercise. All Clinical Commissioning Group Schemes are subject to on-going Service User and public consultation under the provision of the National Health Service Act 2006.

## **6.3 THE PUBLIC CONTRACT REGULATIONS 2006**

- 6.3.1 This procurement is for clinical services (with the option to include social services) which are Part B services for the purpose of the Public Contracts Regulations 2006 (as amended) ("Regulations"). Accordingly, the contracting authorities are only bound by those parts of the Regulations detailed in Regulation 5(2). The contracting authorities are not voluntarily following any other part of the Regulations. The procedure which the contracting authorities are following is set out in the MOI and PQQ. As the CCG is a relevant body for the purpose of the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013 these Regulations also apply to this procurement.

## **6.4 CONFLICTS OF INTEREST**

- 6.4.3 In order to ensure a fair and competitive procurement process, The CCG requires that all actual or potential conflicts of interest that a potential Bidder may have are identified and resolved to the satisfaction of The CCG.
- 6.4.4 Potential Bidders should notify The CCG of any actual or potential conflicts of interest in their response to the PQQ. If the potential Bidder becomes aware of an actual or potential conflict of interest following submission of the PQQ it should immediately notify The CCG via the Bravo messaging system. Such notifications should provide details of the actual or potential conflict of interest and the measures proposed to address the actual or potential conflict identified.
- 6.4.5 If, following consultation with the potential Bidder(s), such actual or potential conflict(s) are not resolved to the satisfaction of The CCG, then The CCG reserves the right to exclude at any time any potential Bidder from the Procurement process should any actual or potential conflict(s) of interest be found by The CCG to confer an unfair competitive advantage on one or more potential Bidder(s), or otherwise to undermine a fair and competitive procurement process.
- 6.4.6 The CCG reserves the right to disqualify potential Bidder(s) who fail to notify the CCG of any actual or potential conflicts of interest.

## **6.5 NON-COLLUSION AND CANVASSING**

- 6.5.1 Each potential Bidder and Bidder must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any part of the CCG procurement exercise.
- 6.5.2 Each potential Bidder and Bidder must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an adviser to, either the CCGs, NHS or the DH in connection with the selection of Bidders or the Service provider in relation to

this (or any other) Procurement.

## **6.6 FREEDOM OF INFORMATION**

- 6.6.1 The CCG is committed to open government and meeting its legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly, any information created by or submitted to The CCG (including, but not limited to, the information contained in the MOI or PQQ and the submissions, bids and clarification answers received from potential Bidders and Bidders) may need to be disclosed by The CCG in response to a request for information.
- 6.6.2 In making a submission or bid or corresponding with the CCG at any stage of the Procurement, each potential Bidder acknowledges and accepts that The CCG may be obliged under the FOIA to disclose any information provided to it:
- Without consulting the potential Bidder or Bidder; or
  - Following consultation with the potential Bidder or Bidder and having taken its views into account.
- 6.6.3 Potential Bidders and Bidders must clearly identify any information supplied in response to The CCG that they consider to be confidential or commercially sensitive and attach a brief statement of the reasons why such information should be so treated and for what period.
- 6.6.4 Where it is considered that disclosing information in response to an FOIA request could cause a risk to the Procurement process or prejudice the commercial interests of any potential Bidder or Bidder, The CCG may wish to withhold such information under the relevant FOIA exemption.
- 6.6.5 However, potential Bidders should be aware that The CCG is responsible for determining at its absolute discretion whether the information requested falls within an exemption to disclosure, or whether it must be disclosed.
- 6.6.6 Potential Bidders should therefore note that the receipt by The CCG of any information marked “confidential” or equivalent does not mean that The CCG accepts any duty of confidence by virtue of that marking, and that The CCG has the final decision regarding the disclosure of any such information in response to a request for information.

## **6.7 TRANSPARENCY**

- 6.7.1 The government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure intended to help achieve better value for money.
- 6.7.2 As part of the transparency agenda, the government has made the following commitments with regard to procurement and contracting:
- All new central government tender documents for contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge.
  - New items of central government spending over £25,000 to be published online from November 2010.
  - All new central government contracts to be published in full from January 2011.
- 6.7.3 The above rules apply to the CCG, therefore potential Bidders should be aware

that there is a requirement to publish the contract documents, which may include parts of or all of the successful Bidder's response and the contract price, following contract award.

## **6.8 DISCLAIMER**

- 6.8.1 The information contained in this MOI is presented in good faith and does not purport to be comprehensive or to have been independently verified.
- 6.8.2 Neither The CCG nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any potential Bidder, Bidder, Provider, Bidder Member, Clinical Services Supplier, financiers or any of their advisers, orally or in writing or in whatever media.
- 6.8.3 Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant. They must not, and are not entitled to, rely on any statement or representation made by The CCG, NHS England the DH, the Ministry of Justice or any of their advisers.
- 6.8.4 This MOI is intended only as a preliminary background explanation of The CCG's activities and plans and is not intended to form the basis of any decision on the terms upon which the CCG shall enter into any contractual relationship.
- 6.8.5 The CCG reserves the right to change the basis of, or the procedures (including the timetable) relating to the Procurement, to reject any, or all, of the bids, not to invite a potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of this Procurement.
- 6.8.6 The CCG shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with this Procurement, or any part thereof, at any time.
- 6.8.7 Nothing in this MOI is, nor shall be relied upon as, a promise or representation as to any decision by The CCG in relation to this Procurement. No person has been authorised by The CCG or its advisers or consultants to give any information or make any representation not contained in this MOI and, if given or made, any such information or representation shall not be relied upon as having been so authorised.
- 6.8.8 Nothing in this MOI or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to the Procurement, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract shall contain any representation or warranty in respect of the MOI or other pre-contract documentation.
- 6.8.9 In submitting a response to this PQQ it will be implied that the potential Bidder will be bound by all the provisions of this PQQ including the conditions set out in section 6.
- 6.8.10 Your PQQ is submitted on the basis that you consent to:
- the CCG carrying out all necessary actions to verify the information that you

have provided;

- the analysis of your PQQ response being undertaken by one or more third parties commissioned by the CCG for such purposes; and
- The CCG requesting further information from you as part of this verification process or to clarify any elements of your response that are not clear.

6.8.11 It is intended that the remainder of this procurement will take place in accordance with the provisions of this PQQ but the CCG reserve the right to terminate, amend or vary the process by notice to all potential Bidders in writing.

6.8.12 All information supplied to you by the CCG, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers involved in the preparation of your PQQ response) unless the information is already in the public domain