

# Dynamic Purchasing System (DPS) Application Guidance

For the Procurement of:

Cambridgeshire Public Health Primary Care Commissioning  
DPS (Dynamic Purchasing System)

GP Practices:

- 1) Lot 1: Chlamydia Screening
- 2) Lot 2: LARC
- 3) Lot 3: Smoking Cessation
- 4) Lot 4: Health Checks

Community Pharmacies:

- 1) Lot 1: Chlamydia Screening and Treatment
- 2) Lot 2: EHC
- 3) Lot 3: Smoking Cessation
- 4) Lot 4: NRT Voucher Scheme

N.B This process is being managed by LGSS Procurement in partnership with  
Cambridgeshire County Council

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## APPENDICES

<b>Appendix Number</b>	<b>Document Name</b>	<b>Document Location</b>
1	DPS GP Terms and Conditions	LGSS eSourcing Portal
2	DPS Pharmacy Services Terms and Conditions	LGSS eSourcing Portal
3	LARC Application	LGSS eSourcing Portal
4	Lot 1 GP Chlamydia Screening	LGSS eSourcing Portal
5	Lot 2 GP Long Acting Reversible Contraception (LARC)	LGSS eSourcing Portal
6	Lot 3 GP Smoking Cessation	LGSS eSourcing Portal
7	Lot 4 GP NHS Health Checks	LGSS eSourcing Portal
8	Lot 1 Pharmacy Chlamydia Screening and Treatment	LGSS eSourcing Portal
9	Lot 2 Pharmacy Emergency Hormonal Contraception	LGSS eSourcing Portal
10	Lot 3 Pharmacy Smoking Cessation	LGSS eSourcing Portal
11	Lot 4 Pharmacy NRT Voucher Scheme	LGSS eSourcing Portal

## SECTION 1 - INTRODUCTION

### 1.1. GENERAL INFORMATION

- 1.1.1. Cambridgeshire County Council (CCC) (The “Authority”) wishes to invite Applications for the supply of Services in respect of a number of Public Health Primary Care Services. The successful Potential Provider(s) will be responsible for providing these services and liaising closely with the Contract Manager identified by the Authority.
- 1.1.2. LGSS Procurement is managing this procurement process in accordance with the Public Contracts Regulations 2015 on behalf of the Authority. This process is being run as a Light Touch Dynamic Purchasing System (DPS).
- 1.1.3. The Authority’s detailed requirements are defined in the Specifications (separate document for each Lot).
- 1.1.4. The Authority is utilising an electronic tendering tool to manage this procurement process and communicate with Potential Providers.

There will be no hard copy documents issued to Potential Providers and all communications with The Authority including, submission of Potential Provider responses, will be conducted via The Authority's 'LGSS Procurement Portal' (ProContract).

The portal is powered by PROACTIS and located at [www.lgssprocurementportal.co.uk](http://www.lgssprocurementportal.co.uk).

Potential Providers who experience technical difficulties when using the LGSS Procurement Portal should contact the support desk Mon-Fri, 9:00 to 17:30

Tel: 0330 005 0352

Email: [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)

## **1.2. BACKGROUND**

- 1.2.1. LGSS is a jointly owned shared service formed by Cambridgeshire County Council (CCC) and Northamptonshire County Council (NCC) in October 2010 through the merger of their corporate services into a single entity. Milton Keynes Council joined as a third partner in 2016.
- 1.2.2. LGSS is one of the UK's largest shared services ventures of its kind and is already delivering improved value to a wide range of customers across the public sector through shared resources, process redesign and shared exploitation of technology. The aim of LGSS is to continue to expand the number of customers utilising our services, which will further exploit the economies of scale across the wider public sector.
- 1.2.3. The LGSS operating model is through three service directorates covering Finance, IT Services and HR.
- 1.2.4. Further information about LGSS can be found at [www.lgss.co.uk](http://www.lgss.co.uk).

## **1.3. BUDGET AND SCOPE**

- 1.3.1. This DPS Agreement is for 4 years (up to 31<sup>st</sup> May 2023) with no option to extend.
- 1.3.2. These services are to be procured under a multiple-provider DPS. There will be no limit to the number of Providers accepted onto the DPS, providing they meet the criteria (as set out in the this document and the Specification(s)).
- 1.3.3. New potential Providers will be able to apply to be accepted onto the DPS at any point during the term of the DPS Agreement, however, please refer to ProContract for details of Round deadlines.
- 1.3.4. It is difficult to predict the exact value of this DPS, but it is estimated that DPS value will be as below:

<u>GP Practices:</u>	<b>Estimated Annual Value All Practices</b>	<b>Estimated TOTAL Value All Practices</b>
<b>1) Lot 1: Chlamydia Screening</b>	£12,000	£48,000
<b>2) Lot 2: LARC</b>	£533,000	£2,132,000
<b>3) Lot 3: Smoking Cessation</b>	£40,000	£160,000
<b>4) Lot 4: Health Checks</b>	£370,000	£1,480,000
	<b>TOTAL DPS GPs</b>	<b>£3,820,000</b>
<u>Community Pharmacies:</u>	<b>Estimated Annual Value All Pharmacies</b>	<b>Estimated TOTAL Value All Pharmacies</b>
<b>1) Lot 1: Chlamydia Screening and Treatment</b>	£8,792	£35,168
<b>2) Lot 2: EHC</b>	£89,000	£356,000
<b>3) Lot 3: Smoking Cessation</b>	£28,517	£114,068
<b>4) Lot 4: NRT Voucher Scheme</b>	£110,000	£440,000
	<b>TOTAL DPS Pharmacies</b>	<b>£945,236</b>

- 1.3.5. Potential Providers are invited to submit an application for one or more of the LOTS, as relevant to their organisation.
- 1.3.6. There will be no guarantee of work or volume of work to be given under this DPS.
- 1.3.7. Payment will be made at the rates stated within each Specification. These are subject to review at the Authority's discretion.

## SECTION 2 - INSTRUCTIONS TO POTENTIAL PROVIDERS

### 2.1. GENERAL INSTRUCTIONS

- 2.1.1. These instructions are designed to ensure that all Potential Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 2.1.2. The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Potential Providers. There will be no hard copy documents issued to

Potential Providers and all communications with the Authority including, submission of Potential Providers' responses, will be conducted via the Authority's 'LGSS Procurement Portal' (ProContract) which is located at:

[www.lgssprocurementportal.co.uk](http://www.lgssprocurementportal.co.uk)

- 2.1.3. Potential Providers should read these instructions carefully before completing the application documentation. Failure to comply with these requirements for completion and submission of the DPS application may result in the rejection of said application. Potential Providers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the conditions of application and participation in the DPS process automatically signals that the Potential Provider accepts these conditions of participation.
- 2.1.4. All material issued in connection with this DPS shall remain the property of the Authority and shall only be used for the purpose of this procurement exercise and any subsequent contract.
- 2.1.5. The Potential Provider shall not make (direct or indirect) contact with any employee, agent, councillor or consultant of the Authority who are in any way connected with this procurement exercise, unless instructed otherwise by the Authority via the LGSS Procurement Portal's messaging facility.
- 2.1.6. Potential Providers shall accept and acknowledge that by issuing this DPS the Authority shall not be bound to accept any application and reserves the right not to conclude a contract for some or all of the service for which applications are invited.
- 2.1.7. Where Potential Providers are required to submit an attached document in response to a question, attachments must be submitted in an acceptable format to the Authority. When uploading attachments, please include the question number only as lengthy file names will prevent the authority from accessing the file content. Acceptable formats include MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files. Potential Providers who wish to submit an attachment in an alternative format should first check with the Authority via the LGSS Procurement Portal (ProContract) that it will be accepted. The Authority reserves the right to deem a response incomplete if a Potential Provider does not submit an attachment in the above named formats without the Authority's prior approval.
- 2.1.8. The Authority reserves the right to amend, add to or withdraw all or any Section of this DPS at any time during the procurement exercise.
- 2.1.9. WHAT IS A DPS (DYNAMIC PURCHASING SYSTEM)?
  - 2.1.9.1. A DPS is a completely electronic tendering system for the selection of Potential Providers, who comply with minimum service requirements.
  - 2.1.9.2. The Authority must produce a service specification that indicates the nature of the services intended to be purchased under the DPS (please see separate attachment).

2.1.9.3. A DPS must remain open throughout its duration for the admission of any Potential Provider that meets the minimum service requirements.

2.1.9.4. The Authority is therefore able to add Potential Providers to the DPS throughout its duration, providing Potential Providers meet the minimum service specification and submit an Application, which is found to be compliant.

#### 2.1.10. DPS FOR PUBLIC HEALTH PRIMARY CARE COMMISSIONING

2.1.10.1. Please refer to the specification(s) for full details.

2.1.10.2. All organisations wishing to deliver the below named Services from 1st June 2019 onward will need to apply to join the DPS. The initial “Round” for this DPS will be open for 30 calendar days. Following on from this, “Round 2” will then be open for 20 calendar days. Subsequent Rounds will then be open for 3 months at a time. This means that Applications can be submitted throughout the duration of the DPS, but the Authority will only process the applications on a quarterly basis from Round 3 onward.

2.1.10.3. The service specifications can be found in the Application documentation. They outline the nature of the services to be provided under the DPS.

2.1.10.4. Admission onto the DPS shall not guarantee any award of Contracts.

2.1.10.5. Where a Potential Provider accepted onto the DPS demonstrates a failure to comply with the requirements of the service specification(s), they will be removed from the DPS.

2.1.10.6. GP Providers can bid for the contract as individual practices or groups of practices/partnerships. Where more than one practice bids under one submission, then there should be an agreed representative who shall ensure that all practices meet the requirements of the contract and who shall support and manage providers to do this. As part of the bid, any practices/ branch sites within a group are required to be listed (Q9.1 of the GP ONLY DPS Questionnaire).

2.1.10.7. Pharmacies are asked to bid as a single organisation, rather than submitting separate applications for individual Pharmacies within the same organisation. There should be an agreed representative who shall ensure that all pharmacy sites signed up under the bid are aware of the submission, and subsequent expectations on them to deliver these Public Health Services. As part of the bid, Pharmacies within a group are required to be listed (Q9.1 of the Pharmacy ONLY DPS Questionnaire).

#### 2.1.11. SUSPENSION AND REMOVAL OF POTENTIAL PROVIDERS FROM THE DPS

2.1.11.1. Where a Council Officer has placed restrictions on the deployment of a Provider under the Agreement due to performance, capacity or capability factors, the

Council will suspend the Provider from the DPS. This arrangement will continue until the Officer has lifted all relevant restrictions in place with the Provider.

- 2.1.11.2. During any period of suspension, the Potential Provider will not be able to conduct Services under this DPS agreement.
- 2.1.11.3. The Authority also reserves the right to remove any Potential Providers from the DPS, where they fail to comply with the requirements of the service specification.
- 2.1.11.4. Potential Providers are responsible for ensuring that they inform the Authority of any material changes to the information supplied in any Application at any time during the term of the DPS. The Authority will consider material changes and decide if they impact upon the Potential Provider's ability to comply with the requirements of the service specification.

## **2.2. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 2.2.1. Subject to the exceptions referred to in Instruction 2.2.2, the contents of this DPS and any information supplied by the Authority in connection with this DPS are being made available by the Authority on condition that Potential Providers shall:
  - 2.2.1.1. at all times treat the contents of the DPS and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 2.2.1.2. not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 2.2.1.3. not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) an application; and
  - 2.2.1.4. not undertake any publicity activity within any section of the media.
- 2.2.2. Potential Providers may disclose, distribute or pass any of the Information to the Potential Provider's advisers, sub-contractors or to another person provided that either:
  - 2.2.2.1. this is done for the sole purpose of enabling an application to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Potential Provider; or
  - 2.2.2.2. the Potential Provider obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
  - 2.2.2.3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or



2.2.2.4. the Potential Provider is legally required to make such a disclosure.

2.2.3. With regards to Instructions 2.2.1 and 2.2.2 above the definition of 'person' includes but is not limited to any person, individual, firm, organisation, body or association, corporate or incorporate.

2.2.4. The copyright in all the documents that constitute the Contract shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.

### 2.3. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

2.3.1. Potential Providers are advised that the Authority believes that the transfer of undertakings (protection of employment) regulations 2006 and/or European Communities acquired rights directive 2001/23EC do not apply to this contract at its commencement.

2.3.2. However, Potential Providers must satisfy themselves as to whether or not in their view the TUPE regulations will apply and the extent of their obligations in relation to pensions. Potential Providers are advised to seek independent professional advice on the consequences for them if they are the successful Potential Provider and the TUPE regulations are held to be applicable.

2.3.3. Potential Providers should also note that the successful Potential Provider shall, at the end of its Contract with the Authority, be required, where appropriate, to supply details of its workforce engaged in the provision of the services (and that of any relevant sub-contractors and any information relating to it as the Authority reasonably requires).

### 2.4. FREEDOM OF INFORMATION / GOVERNMENT TRANSPARENCY AGENDA

2.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 with 2012 updates (the 'FOIA'), and the Local Government Transparency Code 2014 the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public authorities under Section 1 of the said Act, or the Environmental Information Regulation (the "EIR") be required to disclose information submitted by the Potential Provider to the Authority.

2.4.2. In respect of any information submitted by a Potential Provider that it considers to be commercially sensitive the Potential Provider **must complete the 'Freedom of Information' section within the online questionnaire for this DPS. If applicable, providers shall adhere to ALL of the following:**

2.4.2.1. identify such information as commercially sensitive;

2.4.2.2. explain the potential implications of disclosure of such information; and

2.4.2.3. provide an estimate of the period of time during which the Potential Provider believes that such information will remain commercially sensitive.

- 2.4.3. Where a Potential Provider identifies information as commercially sensitive, the Authority will endeavour to maintain privacy. Potential Providers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FOIA or the EIR or the Government Transparency Code 2014. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed. However, the Authority will take into account the current Government Guidance on commercial interests prior to making any such disclosure.
- 2.4.4. The Potential Provider acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is NOT confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provision of the FOIA. Notwithstanding any term of this Contract, the Potential Provider hereby gives their consent for the Authority to publish the Contract in its entirety but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted. Also redacted will be information submitted by the Potential Provider in the Freedom of Information Section of this DPS where it is agreed by both the Authority and the Potential Provider to be commercially sensitive. This also includes from time to time agreed changes to the contract.
- 2.4.5. The Authority is committed to being open, accountable and transparent. As such, the Authority publishes a range of information for its customers to access which is available on the below link:

<https://www.cambridgeshire.gov.uk/data-protection-and-foi/open-data-and-website-statistics/open-data/>

<https://www.lgss.co.uk/information-charter/>

## **2.5. APPLICATION VALIDITY**

- 2.5.1. Your application should remain open for acceptance for period of 180 days. An application valid for a shorter period shall be automatically rejected.

## **2.6. PREPARATION OF APPLICATIONS**

- 2.6.1. The Potential Provider must obtain for themselves at their own responsibility and expense all information necessary for the preparation of submitting an application. Potential Providers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their application and all other stages of the DPS process.

Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Potential Providers, sub-contractors, suppliers or advisers in this process.

- 2.6.2. The Potential Provider is required to complete and provide all information required by the Authority in accordance with the DPS. Failure to comply with the DPS will lead the Authority to reject an application.
- 2.6.3. Applications and supporting documents must be completed in English.
- 2.6.4. The Authority relies on Potential Providers' own analysis and review of information provided. Consequently, the Potential Provider is solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their application and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 2.6.5. The Potential Provider must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the DPS and their application, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. The Potential Provider should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this DPS, any of its associated documents and/or any other information issued to them during the procurement process.
- 2.6.6. No representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to such information or opinions. Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing the DPS submission will be accepted by the Authority.

## 2.7. QUERIES RELATING TO THE DPS

- 2.7.1. The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 2.7.2. Clarification requests can **ONLY** be submitted via the LGSS Procurement Portal (ProContract).
- 2.7.3. No requests for clarifications will be accepted after the clarification deadline outlined in the [Procurement Timetable](#).
- 2.7.4. In order to ensure equality of treatment of Potential Providers, the Authority intends to publish the questions and clarifications raised by Potential Providers together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 2.7.5. Clarification messages sent by the Authority will be sent via the messaging facility on the LGSS Procurement Portal (ProContract).

## 2.8. CONSORTIA AND SUBCONTRACTORS

- 2.8.1. The Authority requires all Potential Providers to identify whether and which subcontracting or consortium arrangements apply in the case of their application, and in particular specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the Potential Provider intends the Authority to contract with. For the purposes of this DPS, the following terms apply:
- Consortium arrangement. Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority. If applying as a Consortium, Joint Venture, or Special Purpose Vehicle all members will be required to provide the information required in Parts 1 and 2 of the selection criteria questions (via the 'Important: Please read' section of the selection questionnaire). The lead member will be required to complete Parts 1, 2 and 3 and part 3 must be completed as a single composite response.
  - Subcontracting arrangement. Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider. Essential sub-contractors who are being relied upon to meet selection criteria must complete Parts 1 and 2 of the selection criteria questions (via the 'Important: Please read' section of the selection questionnaire). Other organisation's being relied upon to meet the selection requirements such as parent companies, affiliates, associates must also complete Parts 1 and 2 of the selection questionnaire.

## 2.9. SUBMISSION OF APPLICATIONS

- 2.9.1. The Potential Provider must submit their application via the LGSS Procurement Portal (ProContract) no later than the **DPS response deadline** (the "**Deadline**") stated in the [Procurement Timetable](#).
- 2.9.2. Applications may be submitted at any time before the closing date. However, the Authority also recommends that the Potential Provider does not submit their application until the deadline for clarification messages has passed, as important information which could affect their submission could be communicated up to that point. Potential Providers also have the option of updating the submitted version of their application up until the "Deadline". Applications will not be opened until the closing date has passed.
- 2.9.3. Applications must not be sent and will not be accepted by hard copy, fax or e-mail.
- 2.9.4. Potential Providers may seek clarification on any of the points contained in the DPS documents, via the LGSS Procurement Portal (ProContract) any time prior to the deadline for clarification questions.

- 2.9.5. Please note, in order for the Authority to receive your response you must publish your response on the LGSS Procurement Portal (ProContract). Please contact the ProContract support desk if you are not clear on how to do this.
- 2.9.6. Any application received by the Authority may be rejected if it is received beyond the Deadline. Therefore, it is the Potential Provider's responsibility to ensure that the Deadline is not breached. The Deadline is the time when the full DPS submission must be received by via the LGSS Procurement Portal (ProContract).
- 2.9.7. Potential Providers are required to complete one online questionnaire, relevant to their organisation (either "GP ONLY DPS Questionnaire" or "Pharmacy ONLY DPS Questionnaire"). These are to be completed and submitted via the LGSS Procurement Portal (ProContract). The SQ works on a self-declaration model for all exclusion grounds for Part 1 and Part 2.
- 2.9.8. If any electronic version files are to be submitted zipped, please ensure that they are WinZip files. Please note that the Authority does not have the software to recognize electronic version files in a WinRAR format and if this format of file is submitted as part of your application, then we reserve the right to reject your DPS submission.
- 2.9.9. Additional information which has not been asked for in the DPS will not be taken into account.
- 2.9.10. By submitting an application, Potential Providers understand and are accepting of the points listed within the 'Form of Tender' question of the questionnaire.

## **2.10. REJECTION OF APPLICATIONS**

- 2.10.1. The Authority reserves the right to reject or disqualify any application and or a Potential Provider, where the Potential Provider:
  - 2.10.1.1. enters into any condition of Contract or arrangement with any other party that such other party shall refrain from submitting an application; or
  - 2.10.1.2. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to this application or any other proposed Tender; or
  - 2.10.1.3. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972; or
  - 2.10.1.4. directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant participating Authority or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Potential Provider, Tender or proposed Tender; or

- 2.10.1.5. fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (Potential Providers must notify the Authority via the ProContract messaging facility); or
  - 2.10.1.6. fails to comply fully with the requirements of this DPS or makes a misrepresentation in any information supplied in their application; or
  - 2.10.1.7. makes or attempts to make any variation or alteration to the Conditions of Application, the Conditions of Contract or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the DPS documents, the Conditions of Contract and the Specification. If a Potential Provider has concerns and clarifications over the issued Conditions of Contract, then these must be raised and resolved during the clarification period in the normal manner. Any amendments that are agreed shall be communicated to all Potential Providers to ensure consistency; or
  - 2.10.1.8. there is a change in identity, control, financial standing or other factor impacting on the selection process affecting the DPS; or
  - 2.10.1.9. submits an application which does not comply with any mandatory requirement (where the word “shall” or “must” is used); or
  - 2.10.1.10. fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publically-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written in to those contracts in a suitable form".
- 2.10.2. For the avoidance of doubt, any non-acceptance or rejection in accordance with paragraph 2.10.1 above shall be without prejudice to any other civil remedies available to the Authority or any criminal liability that such conduct by Potential Provider may attract.

## **2.11. POTENTIAL PROVIDER’S WARRANTIES**

- 2.11.1. In submitting an application the Potential Provider warrants and represents that:
  - 2.11.1.1. it has not done any of the acts or matters referred to in 2.10.1 above and has complied in all respects with the DPS;
  - 2.11.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Potential Provider or its employees in connection with or arising out of the DPS process are true, complete and accurate in all respects;

- 2.11.1.3. it has made its own investigations and research, and has satisfied itself in respect of all matters relating to the DPS, the Specification and the Conditions of Contract and that it has not submitted an application in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
- 2.11.1.4. it has the authority to submit their application and will if requested, produce evidence of such to the Authority;
- 2.11.1.5. it is of sound financial standing and the Potential Provider and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Potential Provider) which may adversely affect such financial standing in the future;
- 2.11.1.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the period of the Contract; and
- 2.11.1.7. any contractual arrangement entered into as a result of this DPS shall be governed by English law.

## **2.12. CHANGES / AMENDMENTS TO DPS DOCUMENTS**

- 2.12.1. At any time prior to the Deadline for the receipt of DPS applications, the Authority may modify the DPS by amendment. Any such amendment will be numbered and dated and issued by the Authority to all prospective Potential Providers by the amendment to DPS documents deadline stated in the [Procurement Timetable](#). In order to give Potential Providers reasonable time in which to take the amendment into account in preparing their applications, the Authority may, at its discretion, extend the Deadline for receipt of DPS applications.
- 2.12.2. The Authority reserves the right to:
  - 2.12.2.1. amend the conditions of Contract attached in Appendix 1 and 2;
  - 2.12.2.2. abandon the procurement process at any stage without any liability to the Authority; and or
  - 2.12.2.3. require the Potential Provider to clarify its application in writing and if the Potential Provider fails to respond satisfactorily, this may result in the Potential Provider not being selected.

## 2.13. ACCEPTANCE / EVALUATION OF APPLICATIONS

- 2.13.1. The validation process is conducted to ensure that applications are reviewed in an open and transparent manner.
- 2.13.2. An initial examination will be made to establish the completeness of submitted applications. The Authority reserves the right to disqualify any submission which is incomplete. Information submitted by Potential Providers in response to this document may be subject to further clarification questions by the Authority. Providers will not be accepted on to the DPS until the Authority is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Authority before the award of Contract can take place.
- 2.13.3. Subject to 2.13.7, the Authority will ONLY accept applications that meet all minimum requirements.
- 2.13.4. The Authority reserves the right to eliminate Potential Providers if they have not completed the relevant declaration forms.
- 2.13.5. Financial Checks
- 2.13.6. The Authority, acting in line with good practice will undertake its due diligence in advance of any contract award. Part of such due diligence may include the performance of financial credit checks in relation to preferred Potential Providers. This is important to the Authority to ensure that any organisation who wishes to enter into a contract with the Authority will be in a position to provide the goods and services on an ongoing basis as agreed within any contract. This due diligence may include a financial check which measures the likelihood of an organisation becoming insolvent within the next 12 months and is expressed as a score. The Authority works with external credit agencies to provide these financial checks. The Authority reserves the right to eliminate a preferred Potential Provider from the DPS process should any findings from the Authority's due diligence reveal a serious concern or risk for the Authority that cannot be remedied in a reasonable amount of time before award. Potential Providers are strongly encouraged to check / manage their financial score within the industry.
- 2.13.7. DPS CRITERIA

The Authority will assess the Potential Provider's responses to the Questionnaire. Failure to meet the minimum criteria will result in automatic elimination of the Potential Provider and their bid.

There are some questions to which an adverse answer may result in the elimination of a Potential Provider. Questions that may result in the elimination of a DPS application (marked as P/F (Pass/ Fail)) are detailed in the table below:



<b>SELECTION CRITERIA QUESTIONS</b>		
<b>Section Title</b>	<b>P/F</b>	<b>Question Number</b>
<b>Important: Please Read</b>		
<b>Additional requirements for groups and potential providers relying on other organisations to meet selection</b>	P/F	-
<b>Part 1: Potential Supplier Information</b>		
<b>Section 1 - Potential supplier information</b>	-	-
<b>Section 1 - Bidding model</b>	-	-
<b>Section 1 - Contact details and declaration</b>	-	-
<b>Part 2: Exclusion Grounds</b>		
<b>Section 2 - Grounds for mandatory exclusion</b>	P/F	2.1(a)
		2.2
		2.3(a)
		2.3(b)
<b>Section 3 - Grounds for discretionary exclusion</b>	P/F	3.1(a-j-iv)
<b>Part 3: Selection Questions</b>		
<b>Section 5 - Wider Group</b>	P/F	5.1 – 5.3
<b>Section 7 - Modern Slavery Act 2015</b>	P/F	7.2
<b>Section 8.1 – Insurance</b>	P/F	8.1
		8.2
<b>Section 8.4 – Health &amp; Safety Project Specific Questions</b>	P/F	All questions
<b>Section 8.8 – Social Care Project Specific Questions</b>	P/F	All questions
<b>Section 8.9 – Data Protection and General Data Protection Regulations Questions</b>	P/F	All questions
<b>GPs DPS Questions</b>	P/F	9.2
		9.4 (Lot 1)
		9.5 (Lot 2)
		9.6 (Lot 2)
		9.7 (Lot 2)
		9.9 (Lot 3)
		9.10 (Lot 3)
		9.11 (Lot 3)
		9.12 (Lot 3)
		9.14 (Lot 4)

<b>Pharmacy DPS Questions</b>	P/F	9.15 (Lot 4)
		9.16 (Lot 4)
		9.3 (Lot 1)
		9.4 (Lot 1)
		9.5 (Lot 1)
		9.6 (Lot 2)
		9.7 (Lot 2)
		9.8 (Lot 2)
		9.9 (Lot 3)
		9.10 (Lot 3)
		9.11 (Lot 3)
		9.12 (Lot 3)
9.13 (Lot 4)		
<b>Declaration</b>	P/F	All questions

2.13.7.1. The Authority is under no obligation to "follow up" with the Potential Provider to obtain information found to be missing from the DPS response.

## 2.14. VARIANT BIDS

2.14.1. In line with the scope of the project and the OJEU advertisement, variant bids are not offered.

## 2.15. PROCUREMENT TIMETABLE

Please note the below is relevant to Round 1 of the DPS:

Amendment to DPS documents deadline	9 <sup>th</sup> April 2019
Deadline for Potential Provider's DPS clarification questions	16 <sup>th</sup> April 2019
DPS Application response deadline (the "Deadline")	12:00noon 23 <sup>rd</sup> April 2019
Validation commencing	23 <sup>rd</sup> April 2019
Anticipated acceptance	May 2019
Implementation	1 <sup>st</sup> June 2019

## **2.16. AWARD / ACCEPTANCE ON TO THE DPS**

- 2.16.1. The Authority will notify successful Providers (via the ProContract messaging facility) of its intention to admit them on to the DPS following the Application process.

### **APPENDIX 1: CONDITIONS OF CONTRACT (GP)**

Please refer to separate attachment on the LGSS Procurement Portal (ProContract).

### **APPENDIX 2: CONDITIONS OF CONTRACT (PHARMACIES)**

Please refer to separate attachment on the LGSS Procurement Portal (ProContract).