INVITATION TO TENDER FOR THE PROVISION OF:

Market Shaping Review

Deadline: Monday 14th December 2015 – 2:00pm

ITT Reference: 60095

**PART B –** Tender Schedules

(To be returned by Tenderers)

1. Specification
2. Background and Executive Summary
   1. This project is part of the [Care and Support Reform Programme](http://www.local.gov.uk/care-support-reform;jsessionid=6ED22151547D82947D84785CF2414273.tomcat2) (CSRP)[[1]](#footnote-1), a joint programme with the Association of Directors of Adult Social Care (ADASS) and the Local Government Association (LGA) which is working to support the Department of Health’s core strategic objective to implement social care reforms set out in the Care Act 2014[[2]](#footnote-2).
   2. The Care Act and supporting statutory guidance[[3]](#footnote-3) introduced a new duty on local authorities in England to promote and facilitate a diverse, sustainable, high quality market of care and support providers for people in their local area. In particular, local authorities must act to ensure people who need care and support have meaningful choice of appropriate services that will meet their needs and deliver the outcomes they want to achieve.
   3. To this end, local authorities are expected to engage with providers locally and to publish a Market Position Statement (MPS) or equivalent that sets out their strategy and ambition and articulates likely future demand. The MPS is an important tool to signal demand and ambition to the market and to encourage providers to innovate and adapt services to better meet the needs of local communities and improve their wellbeing.[[4]](#footnote-4)
   4. In 2012 the Authority commissioned a project, *Developing Care Markets for Quality and Choice (DCMQC)*[[5]](#footnote-5) to deliver on the Caring for our Future White Paper[[6]](#footnote-6) commitment to support every local authority to create or develop a Market Position Statements to support their market shaping activities. The final DCMQC report identified a need for a further work to embed this work in practice.
   5. In 2015 the Authority commissioned a further project, *MaST: Market Shaping Toolkit – supporting local authority and SME care provider collaboration and innovation* to build on DCMQC with a particular focus on supporting local authorities to involve smaller providers in market shaping and supporting these providers to get involved in a meaningful way.[[7]](#footnote-7)
   6. The Authority is aware, through research led by the Local Government Association that discharging their new market shaping functions remains an area of significant concern amongst some local authorities.
   7. This procurement is for a supplier to deliver a project to provide tangible support to local authorities to effectively discharge their market shaping and commissioning functions under the Care Act by;

* Surveying and evaluating each local authorities’ approach to market shaping and commissioning to understand what constitutes best practice in this area and why.

In particular, this will include analysing local authority market position statements to support understanding of what approaches to market shaping and commissioning are likely to be effective in understanding and mitigating risks to care markets, achieve the best outcomes for individuals and value for money for local populations.

* Identifying, gathering and disseminating best practice in market shaping and commissioning by updating and building upon the existing support materials (see 1.4 and 1.5 above). he Authority is relatively open minded about how prospective suppliers should go about meeting this requirement so wishes to exercise a degree of flexibility in terms of the approach and the content of the final product. The Authority would however find it useful if the following were covered:
* An overview of the current legislation and existing guidance;
* An overview of the current operating environment for local authorities and providers. In particular, an assessment of the current risks and challenges to the viability of care markets;
* An assessment of what constitutes best practice in market shaping and commissioning. The degree to which market shaping and commissioning activities adopted have mitigated risks to care markets, achieve the good outcomes for individuals and ensured value for money should be considered in this context.
* Examples of where local authorities have adopted innovative approaches to market shaping and commissioning.
  1. The overarching required outcome is that the Authority is assured that local authorities are well supported to carry out their new market shaping duties to a high standard.

1. The Requirement

2.1 The requirement is to design and run a project with the outcome that best practice in market shaping and commissioning is better understood by local authorities. It is expected that to achieve this the contractor will need to undertake both desk-based and practical research to either produce new guidance or to update and refresh existing support materials (see 1.4 and 1.5 above)

2.2 There needs to be significant emphasis on the quality of market position statements, plans to keep them updated and how they’re being used as a tool to engage local provider markets – including both SME providers and providers with whom local authorities do not directly contract. The guidance, or updated materials, should help determine whether further national support is required and if so, where.

2.3 The required outcomes will only be achieved by a project which takes into account variable contexts for localities – both in terms of needs of local populations, the different types of market and market issues in each area (e.g. extent to which the local authority has influence to set the fee levels) different commissioning strategies employed by local authorities.. We want to know what works best, where and why, and have best practice examples of this.

2.4 Similarly, the required outcomes for this project will require an in-depth understanding of the risks to the viability of care markets. Identifying what constitutes best practice in this area must take into account the degree to which approaches to market shaping address and mitigate both current and future risks to local care markets.

2.5 At the same time, the Authority recognises the challenging operating environment for some local authorities. The guidance must therefore reflect this wider context- it must be both practical and realistic.

2.6 A central requirement is that the guide is produced and clearly branded by an organisation with widespread credibility with local authorities, care providers, policy makers and academics. The organisation must have recognised expertise in market shaping and demonstrable experience in producing practical support in this field.

2.7 An in-depth understanding of the existing market shaping support available for local authorities and providers and how it was developed is an essential requirement given the centrality of the required outcome that these materials are built upon rather than replaced.

2.8 The guidance or updated existed materials should be informed by, and may include examples of, existing and emerging good practice. Local authorities using the guidance or updated support materials should be able to have the confidence that what is identified as ‘good practice’ is practice for which there is evidence, or emerging evidence, that the approaches highlighted address the challenges and risks to the viability of local markets, and achieve both improved outcomes for local populations and good value for money. It is therefore expected that the contractor will make this a key consideration during their research and analysis of different approaches to market shaping.

2.9 A broader required outcome for the project is that where good practice and effective approaches exist they should be widely shared and their take up encouraged. A successful approach will recognise that local authorities have already developed different local approaches and taken different approaches to making use of existing support materials. It is required that will learn from and build upon these, testing different approaches for their efficacy in other contexts.

2.10 It is expected that to achieve this, the contractor will need to run and facilitate a series of regional events for local authority and care provider attendees to build on any initial research and gather current best practice and explore challenges in managing the local market to inform the guidance or updates to existing materials to make progress towards spreading good practice. The contractor will be expected to utilise existing networks and structures of the three commissioning organisations (for example the ADASS commissioning network and the LGA sector-led improvement programme in the organisation of any events).

2.11 The guidance or updated existed materials should enable local authorities to have the confidence that recommended approaches to market shaping will enable them to achieve improved outcomes for their populations and good value for money. It is expected that to produce the contractor will achieve this through research and analysis of market position statements, local commissioning strategies and similar plans.

2.12 A further required outcome is that local authorities and providers (including those with whom local authorities do not directly contract) are given opportunities to develop new and better relationship, which itself is an essential element for effective market shaping at the local level. Again, it is expected that in order to achieve this outcome it will be necessary to host regional events.

2.13 It is an important requirement that the understanding gained during this project is in-depth and reflects current and specific challenges and emerging best practice. To achieve this it is expected that the contractor will build on the any learning from any initial research and any regional events with interviews and ‘deep dive’ workshops to engage in in-depth studies of particular local systems and issues which have been highlighted as demonstrating elements of good practice or raising particular challenges.

2.14 It is expected that the outcome of this project will scope and where practical identify emerging best practice of integrated market shaping between local authorities and the NHS (that supports integrated commissioning including with the NHS new models of care vanguards) and systems to cope with reducing delayed transfers of care from the NHS to social care. Our aspiration is that market shaping becomes a shared endeavour between the NHS and local authorities and we are looking for examples of emerging good practice

2.15 The project should also scope and identify where practical, best practice in market shaping that supports personalisation of care, support for carers, and preventative services.

2.16 The Authority would welcome tenders that offer alternative ways to meet the required outcomes that diverge from the expected methods outlined in the preceding paragraphs. Particularly if the tenderer can demonstrate more cost efficient ways of achieving the outcomes.

2.17 While it is required that the tenderer will build an understanding of where there is good and less good practice the Authority is clear that the output will not be a published audit of local authorities market shaping capabilities; the Authority does not consider that a such an audit would meet the outcomes of building relationships and enabling local authorities to be appropriately supported, and such an approach would be unlikely to meet the requirement to take appropriate account of local, regional and operational variations.

2.18 Rather, the project will seek to support local authorities by identifying and disseminating best practice in market shaping through existing and developing peer support networks.

2.19 To meet the requirement the contractor will need to deploy staff with the requisite project management, stakeholder management and communication skills to deliver at pace, while also respecting and supporting the tripartite nature of the programme of which this project forms a part (see 1.1 above). Any deliverables will require sign-off from ADASS and the LGA in addition to the Authority.

2.20 The governance of the project will need to be such that the three commissioning organisations and other appropriate stakeholders (including individual local authorities, provider representatives and people with care and support needs) are enabled to play a meaningful role in the direction of the project.

2.21 The contract is for an initial four months in length however the Authority reserves the right to extend the contract subject to agreement by both parties.

1. Authority Responsibilities
   1. The authority will appoint a DH representative to act as the contract manager who will liaise with a named representative from the other two commissioning organisations (LGA and ADASS).
2. Contractor Responsibilities

The contractor will

1. Appoint a contract manager to oversee the work and liaise with and report to the DH contract manager, and to the LGA and ADASS representatives when requested to do so;
2. Provide brief written fortnightly project update reports to the Department;
3. Perform quality assurance on all aspects of the project;
4. Provide on a monthly basis updates on costs.
5. Contract Management and Monitoring
6. Monitor the quality of the service provision to ensure customer satisfaction in accordance with the key performance indicators outlined in the Contract, unless otherwise approved by the Project Manager;
7. Provide a report on progress in delivering the requirement to the Project Manager on a regular basis, at least monthly;
8. Attend meetings on site to review progress and discuss the service, as required by the Project Manager; and
9. Attend a post contract review with the Department to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects.
10. Timetable

6.1 The requirement must be delivered by 31 March 2016.

6.2 Half of the payment will be made at the end of February 2016 provided project milestones have been met with the remainder paid upon project completion.

1. Skills and Knowledge Transfer

7.1 The successful Contractor will be required to provide deliver a seminar and short report detailing lessons learned to the Authority. This will be based on engagement with the sector following the delivery of the project.

7.2 The toolkit is available to download here: <https://ipc.brookes.ac.uk/services/mast.html>

1. Tenderer Response
2. Organisation details
3. Tenderer name

Please confirm the name of the Tenderer\*:

|  |  |
| --- | --- |
| Tenderer Name: |  |

* Full name of organisation tendering (or of organisation acting as the lead contact where a consortium bid is being submitted)

1. Contact details\*

Tenderers must provide contact details for this tender.

|  |  |
| --- | --- |
| Contact Name\* |  |
| Telephone number |  |
| Email address: |  |
| Address: |  |

* Contact is the person responsible for any queries relating to this proposal

1. Organisational status

Please confirm whether (or not) the Tenderer is a Small & Medium Enterprise[[8]](#footnote-8) (**SME**).

|  |  |
| --- | --- |
| The Tenderer is an SME (Yes / No) |  |

1. Solution Proposal
2. Overview

Tenderers must provide a concise summary highlighting the key aspects of the proposal.

(This response is not evaluated and should be used to contextualise the Tenderer’s response.)

| Response (maximum 250 words) |
| --- |
|  |

1. Leadership

Provide details of the qualifications and experience of the individual whose responsibility will be to ensure that the requirement is delivered.

| Response |
| --- |
|  |

1. Method statement

Describe (with specific reference to the elements of the requirements and the outcomes expected) how it is intended to deliver the requirements of the specification.

| Response |
| --- |
|  |

1. Resource Plan

Provide a complete resource plan for the delivery of the Specification including details of the team involved, what these individuals will be doing and why these individuals are suitable for this requirement.

| Response |
| --- |
|  |

1. Exit Strategy & Skills Transfer

Describe the processes and deliverables of the exit phase of the service and how skills will be retained within the Authority.

| Response |
| --- |
|  |

1. Pricing Schedule
2. General Instructions
   1. The rates contained within the Pricing Schedule are, unless otherwise expressly agreed between the parties, firm.
   2. The rates entered shall be deemed to include complete provision for full compliance with the requirements of the Contract.
   3. The rates exclude VAT.
   4. Expenses should be broken down as far as possible.
   5. The rates entered in the Pricing Schedule shall include all travel and subsistence costs. Expenses will only be approved if supported by original receipts. The Authority will only pay for expenses claimed that are in line with the Department’s guidelines for expenses. Original receipts will need to be provided.
   6. The Authority will only make payment for overnight stays that have been authorised beforehand in writing by the Authority's Representative.
   7. Any extra expenses other than travel and subsistence must be priced separately in the Pricing Schedule. The Department will only pay for expenses claimed that are included in this pricing schedule and are deemed to be reasonable for delivery of the requirement.
   8. Tenderers must include in the pricing schedules any discounts or any reduced pricing they are proposing to offer to the Authority in delivery of this requirement.

|  |  |
| --- | --- |
| **DESCRIPTION OF SERVICE** | **FIRM PRICE** |
|  | |
| Production of final reports | £ |
| Any other costs (please describe what these costs are) | £ |
|  | £ |
| **Total Contract Price (Evaluation Price)** | £ |

1. Contract Monitoring
2. General Instructions
   1. Tenderers must provide all the information requested in the following section as part of their tender proposal. Supporting documents may be submitted but must be clearly referenced back to the appropriate section.
3. Representatives
   1. Name of Authority's Representative(s): Stephen Airey
   2. Name of Contractor's Representative(s): (Tenderer to complete)
4. Deliverables
   1. List of deliverables, outputs and reports Contractor is to supply: See Specification
   2. Period(s) over which each deliverable, output and report is to be supplied: See Specification
   3. Information requirements: See Specification
   4. Milestones: See Specification
5. Meetings
   1. Frequency of contract management meetings: To be confirmed after contract award
   2. Location of contract management meetings: To be confirmed after contract award
   3. Checking performance against anticipated plan: To be confirmed after contract award
6. Remedies
   1. Remedies for below par performance: To be confirmed at contract award stage
7. Confidential & Commercially Sensitive Information
8. General
   1. All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
   2. The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
   3. The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.
9. Types of Information that the Contractor Considers to be Confidential
   1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

1. Administrative Instructions
2. Authorisation
   1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| Name | **To be confirmed at Contract Award** |
| Contact Details | **To be confirmed at Contract Award** |

* 1. The Department's Representative may authorise other officers to act on their behalf.

1. Notices
   1. Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
   2. Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.
2. Address for Invoices
   1. It is preferred that invoices are sent electronically to:

[MB-PaymentQueries@dh.gsi.gov.uk](mailto:MB-PaymentQueries@dh.gsi.gov.uk)

* 1. Alternatively invoices can be sent to the Department addressed to:

Department of Health

Accounts Payable

Room 530

Richmond House

79 Whitehall

London

SW1A 2NS

* 1. Invoices must not be sent to the Authority's Representative.

1. Correspondence
   1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

[**INSERT ADDRESS**]

* 1. All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

[**INSERT ADDRESS**]

**Schedule Five: Appendix A: Variation to Contract**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

|  |  |
| --- | --- |
| Contract Title: |  |

|  |  |
| --- | --- |
| For the Provision of: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Contract Ref: |  | Variation No: |  | Date: |  |

BETWEEN:

The Secretary of State for Health (hereinafter called the Department) and [INSERT NAME OF CONTRACTOR] (hereinafter called the Contractor) having his main or registered office at [DN:INSERT ADDRESS]:

The Contract is varied as follows:

(DN:INSERT DETAILS OF VARIATION)

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

|  |  |  |  |
| --- | --- | --- | --- |
| For: The AUTHORITY |  | For the Contractor |  |
| By |  | By |  |
| Full name |  | Full name |  |
| Grade / Pay Band |  | Title |  |
| Date |  | Date |  |

**Schedule Five: Appendix B: Novation Agreement**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

THIS DEED (THIS AGREEMENT is made on the [dd] day of [month & year] BETWEEN

(1) THE SECRETARY OF STATE FOR HEALTH (the **Secretary of State**) whose principal place of business is at Richmond House, 79 Whitehall, London, SW1A 2NS,

(2) THE [CONTRACTOR] of [address]

(3) THE [NEW PARTY] of [address]

WHEREAS

(A) This Agreement is supplemental to an agreement dated [dd Month Year] between the Secretary of State and the Contractor (the **Contract**) under which the Contractor agreed to provide services to the Secretary of State.

(B) The Secretary of State has authorised the New Party to replace the Secretary of State as the contracting Department under the Contract on the terms of this Agreement and the Contractor is willing to accept the New Party in place of the Secretary of State on those terms.

IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the following Clauses of this Agreement –

a) The Contract shall continue in full force and effect as if the New Party were named as a party to the Contract in place of the Secretary of State for Health.

b) All rights, obligations and liabilities arising under the Contract from the date of this Agreement shall be rights, obligations and liabilities between the New Party and the Contractor.

c) Any existing rights, obligations or liabilities of the Secretary of State relating to the performance of the Contract up to the date of this Agreement shall pass to the New Party and shall be enforceable between the Contractor and the New Party in place of the Secretary of State.

2. The rights, obligations and liabilities of the Contract shall be exercisable and enforceable as the rights of the New Party under this Agreement.

3. This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

Signed by ....................................for and on behalf of the

Secretary of State for Health in the presence of:

Signed by ....................................for and on behalf of the

Contractor in the presence of:

Signed by ....................................for and on behalf of the

New Party in the presence of:

**Schedule Five: Appendix C: Sub-Contractors**

All suppliers to the Department of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name & Address of Sub-Contractor | | Service performed for Contractor | Provide details of staff numbers[[9]](#footnote-9) | Provide latest year’s turnover |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |

1. Form of Tender

Declaration

**PROPOSAL FOR THE PROVISION OF Market Shaping Review.**

Having examined the proposed Contract comprising of:

1. Part A – Section Two, (Conditions of Contract);
2. Part B – Schedules One, One (a), Two and Six (mandatory); and
3. Part B – Schedules Three to Five inclusive (as amended).

As enclosed in the ITT response dated (**INSERT DATE**). We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. Collude with any third party to fix the price of any number of tenders for this Contract;
2. Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: ..........................................

Name: ..........................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................

By completing this Declaration and submitting your tender you have agreed that the statements in this Form of Tender are correct.

1. <http://www.local.gov.uk/care-support-reform;jsessionid=6ED22151547D82947D84785CF2414273.tomcat2> [↑](#footnote-ref-1)
2. <http://www.legislation.gov.uk/ukpga/2014/23/contents/enacted/data.htm> [↑](#footnote-ref-2)
3. <https://www.gov.uk/government/publications/care-act-2014-statutory-guidance-for-implementation> [↑](#footnote-ref-3)
4. See <http://www.legislation.gov.uk/ukpga/2014/23/section/5/enacted>. See also Chapter 4 (Market shaping and the commissioning of adult care and support) of the Care and Support Statutory Guidance issued under the Care Act: <https://www.gov.uk/government/publications/care-act-2014-statutory-guidance-for-implementation>

   [↑](#footnote-ref-4)
5. Many of the outputs from the DCMQC project are available here: <http://ipc.brookes.ac.uk/dcmqc.html> [↑](#footnote-ref-5)
6. See <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/136422/White-Paper-Caring-for-our-future-reforming-care-and-support-PDF-1580K.pdf> [↑](#footnote-ref-6)
7. The toolkit is available to download here: <https://ipc.brookes.ac.uk/services/mast.html> [↑](#footnote-ref-7)
8. To be considered an SME, an organisation must have a headcount less than 250 Annual Work Units (anyone that has worked full-time within the enterprise, or on its behalf, during the reference year counts as one unit. Part-time staff, seasonal workers and those who did not work the full year are treated as fractions of one unit) **AND** a turnover less than €50 million **OR** annual balance sheet of €48 million. [↑](#footnote-ref-8)
9. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-9)