##

##  York and Scarborough Teaching Hospitals NHS Foundation Trust

## Invitation to tender for the Sponsorship for Stoma Care Service

## Trust Ref: SDR/23/1512 - FTS Number -007520

## Deadline for Tenders to be received: 13:00 03/07/2023

**SECTION B: TENDER SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

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SUMMARY TABLE

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| **Tender Schedules (to be returned by Bidders)** |
| Option 1Annex B | Please complete using Qualification Envelope on Atamis *(*https://health-family.force.com/s/Welcome) |
| Annex B2 | Specification |
| Annex B3 | Tender Response Document |
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[ANNEX B1
ELIGIBILITY QUESTIONS AND RESPONSES]

**[Part 3 of the Eligibility Questions]**

**[](#note1" \o "Link to Guidance Note)**

Part 3: Selection Questions

**[](#note2" \o "Link to Guidance Note)**

|  |  |
| --- | --- |
| Section 4 | Economic and Financial Standing  |
|  | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide one of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐No ☐ |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes ☐No ☐ |

|  |  |
| --- | --- |
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:  |
| Name of organisation |  |
| Relationship to the Supplier completing these questions |  |

|  |  |  |
| --- | --- | --- |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| 5.2 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| Section 6 | Technical and Professional Ability **[](#note3" \o "Link to Guidance Note)** |
| 6.1 | Relevant experience and contract examplesPlease provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past 5 yearsThe named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Contract 1 | Contract 2 | Contract 3  |
| Name of customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| E-mail address |  |  |  |
| Description of contract |  |  |  |
| Contract Start Date |  |  |  |
| Contract completion Date |  |  |  |
| Estimated contract value |  |  |  |

|  |  |
| --- | --- |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| 6.3  | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

**[](#note4" \o "Link to Guidance Note)**

|  |  |
| --- | --- |
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act”)? | Yes ☐N/A ☐ |
| 7.2 | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐Please provide the relevant url…No ☐Please provide an explanation |

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| Section 8 | Additional Questions  |
| 8.1 | Insurance |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer’s (Compulsory) Liability Insurance =£xPublic Liability Insurance = £xProfessional Indemnity Insurance = £xProduct Liability Insurance = £x\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

ANNEX B2
SPECIFICATION

[****](#annexb2specification)

This Specification will be inserted into Schedule 5 of the contract (Specification and Tender Response Document).

Note that references in this Annex B2 to schedules and clauses are to schedules and clauses of the contract.

**Note to Bidders:**

**The Bidder must respond to each row of the Specification below.**

**Write "Confirmed" to confirm acceptance of the row.**

**If not accepted, the Bidder must state why not and propose its alternative drafting. This must be full form drafting capable of being inserted into the contract.**

**Bidders proposing no amendments will score full marks. Bidders proposing alternative drafting will receive a lower mark, depending on the number of changes and their significance.**

[****](#annexb2specificationnotetobidders)

**Note: the Bidder will not be permitted to add to this list or amend proposals to the Authority's detriment after the deadline for Tender submission.**

1. Scope of Service Requirement

York and Scarborough Teaching Hospitals NHS Foundation Trust (Y&STHFT) is a large integrated acute and community trust providing a comprehensive range of clinical services to a catchment population of approximately 800,000 people living in York, North and East Yorkshire, and Ryedale, an area covering 3,400 sq miles. We have a rich and diverse geography covering scenic coastal areas, rural countryside, market towns and urban communities.

The dispersed nature of our communities provides challenges and opportunities for working across different locations and experiencing a wide variety of clinical need. This also gives us challenges around access to services, particularly with ageing and transient populations and challenges in improving health outcomes for our populations in our more deprived communities. We understand that providing a local service that is as comprehensive as possible is important to our communities given the distance between local health services. We will integrate hospital and community services as well as ensuring that we implement our ‘One Trust, One Team’ approach, to ensure that we deliver clinically sustainable models of care supported by integrated workforce teams across York and Scarborough Hospitals.

**Y&STHFT requires sponsorship for the provision of Stoma Clinical Nurse Specialist Team which are based at both the York Hospital and Scarborough Hospital sites caring for both the acute and community patients. The Trust requires an acute/community driven ostomy service with community home visits to be carried out by Registered General Nurses as required.**

**The Stoma Care Service provides assessment, support, advice and information to patients and their carers/family who are to undergo surgery which may or may not result in stoma formation. They provide nursing care tailored to the needs of the individual and facilitate a seamless transition between secondary and primary care in patients’ homes and clinics. They ensure ongoing support and continuity of care for the new ostomist and those established ostomists who require assessment and review.**

2.1 Clinical Workload at York and Scarborough sites

**In 2019 the York and Scarborough Trust’s General Surgery Service merged to provide a robust service and pathway for patients across both sites, with many clinical teams working cross site, sharing patient caseloads.**

The Stoma Team divide their caseload based on the patients’ GP postcode.

**The York service is based at York Hospital and within the community. This includes Selby Hospital, Malton Hospital, St Monica’s, St Helens and White Cross Court Rehabilitation Units and St Leonards Hospice, as well as patients’ normal place of residence.**

**The Scarborough service is based at Scarborough Hospital and the surrounding community. This includes Bridlington, Whitby and Malton Hospitals as well as supporting patients’ normal place of residence.**

**Patient Care Pathways and Stoma Team workload are shared across both sites.**

**The NHS Stoma Team look after all patients known to them in their area, and do not refer patients to private company nurses.**

**The table below sets out the new patient numbers for the York and Scarborough stoma service based on the activity seen over the last 4 years. The activity has been split into the different types of activity and covers the acute and community service.**

York & Scarborough Activity 2018 – 2022

|  |  |
| --- | --- |
| Year | Number of new stoma patients |
| **2018** | **218** |
| **2019** | **263** |
| **2020** | **227** |
| **2021** | **200** |
| **2022**  |  **234** |

**The table below sets out the patient workload of the York and Scarborough stoma service based on the activity seen over the last 12 months. The activity has been split into the different types of activity and covers the acute and community service.**

York & Scarborough Activity – 2022

|  |  |
| --- | --- |
| Nurse-led face to face stoma clinic appointments \* |  **960** |
| Home visits \* | **552** |
| Phone Clinic\* | **2799** |
| Total number of new stomas (2022) \*\* | **234** |
| Emergency stoma formations \*\* | **104** |
| Referrals from other hospitals for community stoma care\*\* | **39** |
| Patients pre-operatively counselled and sited but went on to have no stoma \*\* | 110 |
| Number of stomas Reversed \*\* | 29 |
| Number of nephrostomy patients | unknown |
| Number of complex fistula patients \*\* | **16** |
| Total number of stoma patients currently on database (increase from actual 900 Scarborough and estimated 900 York in 2018)\*\* | 2064 |

**\*Generated from Hospital Clinical Records reports**

**\*\*Generated from Stoma Team Audit records and database**

**Reasons why patients may not have required surgery**

1- If the patient was ‘open and close’ laparotomy, i.e. palliative and surgeons decided surgery was futile. This is extremely unlikely, perhaps 1-2 patients in the last 3 years.

2- If the patient was acutely unwell, but settled with medication and did not need surgery e.g. acutely admitted diverticular disease or ulcerative colitis patient. This doesn’t happen often, perhaps less than 5 patients annually.

3- The majority of patients who did not have a stoma are in cases the surgeons have been able to safely form an anastomosis/re-join the bowel

***Please note: - surgical activity, nursing availability and clinic slots/space availability all adversely impacted by COVID pandemic. We expect to see an increase in this in the future.***

|  |  |  |  |
| --- | --- | --- | --- |
|   |   | Elective  | Acute |
| Ileostomy | 86 | 54 | 32 |
| Colostomy | 126 | 63 | 63 |
| Urostomy | 3 | 3 | 0 |
| Juj | 0 | 0 | 0 |
| Ileal conduit | 5 | 5 | 0 |
| Multiple / other  | 9 | 3 | 6 |
| MucF | 0 | 0 | 0 |
| Other | 5 | 2 | 3 |
|   | 234 | 130 | 104 |

|  |  |
| --- | --- |
| TOTALS BY GENDER  |   |
| Male | 136 |
| Female | 98 |
| TOTAL PATIENTS | 234 |
|  |  |
|  |  |
| 0-17 | 1 |
| 18-30 | 10 |
| 31-39 | 7 |
| 40-49 | 17 |
| 50-59 | 24 |
| 60-69 | 47 |
| 70-79 | 82 |
| 80-89 | 38 |
| 90+ | 8 |
|   | 234 |

|  |  |
| --- | --- |
| Diagnosis | Total |
| Cancer | 130 |
| Crohn's | 15 |
| U/C | 10 |
| Ischaemia | 4 |
| Function | 0 |
| Obstruction | 13 |
| Fistula | 16 |
| Diverticular | 11 |
| Other | 35 |

2.2 Staffing Requirement

**The following staffing model is required to deliver the service cross site between York and Scarborough.**

The Association of Coloproctology of Great Britain and Ireland (ACPGBI) recommend that a Specialist Stoma Care Nurse *should average around 100 new patients per year, which equates to 3 Stoma Care Nurses per 500,000 population* (2015). Y&STHFT provides care for a population of approximately 800,000 living in the area.

**The staffing model required is based on anticipated increase in patient workload as observed over the previous 3-4 years,** and factoring in the projected increase of caseload demand in cancer treatment targets set by Y&STHFT.

This is based on the number of new stomas (234 = 2022) for the area and working on a ratio of 1 WTE Stoma Care Specialist Nurse for every 50 new stomas (ACPGBI).

* 1 x WTE (37.5 hours) Band 7 Stoma Nurse Team Leader
* 5 x WTE (37.5 hours) Band 6 Stoma Care Specialist Nurses
* 1 x WTE (37.5 hours) Band 4 Assistant Practitioners in Stoma Care
* 1.6 x WTE (37.5 hours) Band 4 Stoma Care Coordinator (to provide administrative support to the nurses and telephone support for patients)
* 1 x WTE (37.5 hours) Band 3 HCA in Stoma Care

**The expectation is that the increased staffing levels stated is required to deliver the services and will be sufficient to not require the need for potential sponsors to include company nurses to support the contract.**

**Additional nursing staff will be recruited as per normal recruitment practices therefore there will be no requirement for TUPE.**

2.3 Leadership

**The cross site service will be under the management of one individual (1 x WTE Band 7 Team Leader for the Stoma Service across both sites). This individual will provide line management for the Stoma Care Specialist Nurses and Coordinators and will be responsible for the delivery of this service specification. The individual will be an experienced Stoma Care Specialist Nurse and so will have a clinical role as well as a managerial one.**

1. Clinical Independence

**The appointed provider, during the contract period shall be required to sponsor and support the Stoma Care nurses to provide a service caring for patients with all types of Stoma including: without limitation, colostomy, ileostomy and urostomy, those requiring complex fistula management, ACE management, and also those requiring guidance with nephrostomy care, bowel function and skin care.**

**The Stoma nurses will work within the boundaries of the NMC code of Conduct for Nurses and Midwives 2018.**

**The Stoma nurse specialists must be able to select products which are clinically suitable to the patient.**

**The Stoma nurse specialists must be able keep their independence when using their clinical judgement by selecting products, if necessary, from other manufacturers, which are most suited to the patient’s outcome**

**Nurses and patients must be granted complete access to the full range of stoma products and accessories, which include without limitation, providers such as BBraun, Coloplast, Dansac, Eakin, Hollister, Independence, Oakmed, Peak Medical, Pelican, Respond, Salts, Welland**

1. Role Expectations of Stoma Care Specialist Nurses

**The nurse specialists will provide without limitation:**

* **Contribution and attendance at colorectal MDT meetings**
* **Tracking of patient clinic, diagnosis and treatment outcomes**
	+ - **Pre-operative counselling for all elective patients and emergency patients where possible**
		- **Counselling service for all colorectal, urology, inflammatory bowel and functional bowel disorder patients**
		- **Pre-habilitation before surgery**
		- **Pre-operative marking for the stoma**
		- **Management of stomas in the post-operative period**
		- **Patient and carer education**
		- **Partnership working with multidisciplinary team members to achieve service targets of length of stay**
		- **Advisory service for bowel management, renal function, drug therapies**
		- **Leadership in clinical care; providing specialist plans of care according to patients’ individual needs**
		- **Prevention of health deterioration**
		- **Facilitation of admissions from the Emergency Department, Medical Care Suite, Oncology Unit, Surgical Assessment Unit**
		- **Facilitation of discharges from hospital and other areas**
		- **Nurse led follow up clinics and community care**
		- **A hospital-based open access clinic**
		- **Telephone advisory service**
		- **Product review and advisory service**
		- **Assessment, risk minimisation education and management and of hernias for stoma patients**
		- **Nephrostomy care support and advice**
		- **Complex wound/fistula bag support and advice**
		- **Skin care management and advice**
		- **Teaching and education for other health care professionals of all disciplines, including qualified medical staff, Medical Students, Student Nurses, ward-based and community-based Nurses and Healthcare assistants, Physios/OTs, families and carers.**
		- **Patient and professional care plans, literature, and information for the Trust’s website**
		- **Stoma support group and activities**
		- **Patient and staff information days**
		- **Ongoing patient survey**
		- **Contribution to the colorectal MDT business plan**
		- **Ongoing audit completion**
		- **Contributions to local and national research studies**

**The Trust will take steps that are necessary to ensure that the Specialist Stoma Care Nurses are professionally competent and comply with their terms and conditions of employment, job description and the Nursing and Midwifery Council Code of Professional Conduct (2018).**

1. Reimbursement

**The sponsorship will include reimbursement to the Trust the cost:**

* **salary, superannuation and employer’s National Insurance contributions of the Stoma Care Team Leader, Stoma Care Specialist Nurses and Stoma Care Coordinators which will not exceed the amount which would have been payable had these staff been at their maximum salary according to their NHS Agenda for Change Banding**
* **Travel expenses and car parking costs of the Specialist Stoma Care Nurse when undertaking community visits and cross-site travel/working.**
	+ **Using 2019-2022 data (with 5 CNS in post), the estimated annual mileage is expected to be 7,000 miles, costings coming in at £6,000 annually (which includes mileage and also car lease).**

**The reimbursement rate for staff is 31p/mile.**

**The provision of a lease car is not required/suitable.**

5.1 Additional Funding

**In addition to the reimbursement of salaries and expenses, the sponsorship will include the provision of funding for:**

|  |  |  |  |
| --- | --- | --- | --- |
| Category | Qty | Description | Amount |
| **IT Hardware & Software (£ to cover period of contract)** |  | **IT & Hardware** |  |
| **8** | **Smart Mobile phones** | **£3136 not inc VAT** |
| **8** | **Laptops** | **£8000 not inc VAT** |
|  | **11** | **Desk Top Computers + second screen** | **£12606 not inc VAT** |
| **Training per annum** |  | **Education and Resources** | **£6750.00 not inc VAT** |
| **Ancillary Items per annum** |  |  | **£1500.00 not inc VAT** |

* **IT hardware and software (for teaching only) and any additional items such as smart mobile phones, laptops and desk top computers which are compliant with information governance regulations**
* **Education and educational resources**
* **Training such as attending any regional or national updates including relevant/professional events and study days and professional journals**
* **Ancillary items such as business cards/compliment slips (with NHS logo, no sponsor branding), office equipment and free of charge sample stock.**

1. Expectations of the Provider

**The provider will be expected to include and specify any initiatives and developments which may assist the Trust to deliver improved quality and productivity in the delivery of services of this contract.**

**The appointed provider will provide a nominated representative in respect of all purposes in connection with this contract. The Trust will provide a nominated / authorised person for all purpose in connection with this contract.**

**The Trust expects the provider attend the organisation on a quarterly basis to review this service provision, providing management information reports, where appropriate.**

**The provider must attend annual review meeting with the Directorate Manager for General Surgery and Urology or their nominated representative. They must make available a range of reports including but not restricted to:**

* **Annual Report**
* **Patient Feedback Surveys**
* **Activity**
	1. Expectations for the Community Delivery Service

**A provider’s community delivery service must include:**

* **A personalised free delivery service for the patient**
* **Delivery of ostomy and wound care supplies direct-to-door**
* **Orders taken for products from all manufacturers**
* **Management information report to enable the monitoring of expenditure for budget purposes.**
* **No change of the patient’s prescription or samples of products without the consultation and consent of the prescribing stoma nurse or GP**
* **An NHS.net email account for patient referrals.**
1. Contract Duration

**This contract is for a three-year period with the option to extend for one further year.**

1. Contract Monitoring

**This service shall be monitored on a quarterly basis through the duration of the contract term.**

**Key performance indicators**

**Bidders to provide a minimum of 3 and a maximum of 6 KPI’s relevant to the scope of the tender.**

1. Exit Planning

**It is imperative that the providers continue to provide a highly professional, quality, and compassionate service until the final day of the contract.**

**The Provider shall produce and maintain arrangements which set out the methodology for achieving an orderly transition of these services from the Provider to Y&STHFT or a replacement Provider on the expiry or termination of this Contract.**

**As a minimum the arrangements will include:**

* **A detailed description of how the services will be ceased and transferred to Y&STHFT or a replacement Provider**
* **Details of the management structure to be employed to effectively transfer the services.**
* **Details of how relevant knowledge will be transferred.**
* **Details of any assets and/or contracts (if any) which may be available for transfer upon transfer or termination.**

**The Provider is required to maintain and update the arrangements to reflect any changes in the services and other matters necessary to ensure that the replacement Provider is able to implement the arrangements at any time.**

**The Provider shall provide such support and assistance as required in order to achieve a smooth transfer of the services to Y&STHFT or a replacement Provider as specified by the Authority at any time prior to, or within 90 days following, the occurrence of a termination or expiry of the Contract.**

**Specification – Part 1: General**

|  |  |  |
| --- | --- | --- |
| **Specification** | **Bidder's response** |  |
| 1. Scope of Service Requirement
 |  |  [****](#specificationpartone1pt1general) |

**Specification – Part 2: Services only**

| **Specification** | **Bidder's Response** |  |
| --- | --- | --- |
| 1. **Key performance indicators (Schedule 2, clause 1.4)**
	1. **Bidders to provide a minimum of 3 and a maximum of 6 KPI’s relevant to the scope of the tender.**
 |  | [****](#specificationpart22pt1kpi) |
| * 1. **Staffing Requirements**
 |  | **[](#specificationpart23pt1" \o "In this section you must list the premises and locations where Services will be provided.  Delete if not required)****[](#specificationpart23pt2" \o "In this section you must list details of additional premises and locations including cost adjustments.  Delete if not required)** |
| * 1. **Reimbursement**
 |  | **[](#spec4pt1" \o "In this section you must list any equipment that the Authority will provide to the Supplier.  Delete if not required)** |
| * 1. **Additional Funding**
 |  | **[](#spec5pt1" \o "In this section you should list all supplier staff that are key.  Delete if not required)** |
| * 1. **Expectations of Provider**
 |  | **[](#spec6pt1" \o "In this section you should give details of review meetings, the frequency of review meetings and the Supplier's contract management if different from requirements in clause 8.2)** |
| * 1. **Duration of Contract**
 |  | **[](#spec7pt1" \o "In this section you should give details of payment required by the Supplier if it does not comply with the KPI's.  Delete if not required)** |
| * 1. **Contract Monitoring**
 |  | **[](#spec8pt1" \o "In this section you should list any resources equipment, consumables and other items that the Authority will procure.  Delete if not required)** |
| * 1. **Exit Planning**
 |  | **[](#spec9pt1" \o "In this section you should insert details of any derogations the Authority intends to grant the Supplier from the obligation to comply with the Cabinet Office PPN 07/14 on the Energy Efficiency Directive)** |
|  |  |  |

ANNEX B3
TENDER RESPONSE DOCUMENT

**[](#b3tenderresponsedoc" \o "Link to Guidance Notes)**

**Note to Bidders: Your response to this Annex B3 will be included in Schedule 5 (Specification and Tender Response Document) of the contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS

# Overview

* 1. Please provide a concise summary highlighting the key aspects of the proposal. (This response is not evaluated and should be used to contextualise your detailed responses).

|  |
| --- |
| **Response ([*maximum 500 words*])** |
| **[](#b3overview1pt1" \o "This section allows bidders to give a short summary.  It is not marked but allows Bidders to flag key points and put the Detailed Solutionin context.  The word count should be low.)** |

# Confirmation of full compliance with Specification

* 1. See Annex B2, which you must complete.

# Method statement questions

**[](#b3methodstatementquestions1pt3" \o "For details of other possible questions, follow the link)**

* 1. TO BE COMPLETED ON ATAMIS PORTAL
	2. Please specify any areas or elements for which you wish to use a subcontractor and provide the following details:
		1. which subcontractor you wish to use and for what elements;
		2. what reasons you have for such subcontracting;
		3. why particular third parties would be chosen;
		4. any existing relationship with each such subcontractor; and
		5. how you would ensure that appropriate management controls would be put in place.
	3. Please explain what contractual arrangements you have (if any) with subcontractor(s) to ensure that your obligations to the Authority will adequately flow down to the subcontractor(s).

|  |
| --- |
| **Response**  |
| **[](#b3subcontract1pt5" \o "It is legitimate to score the robustness of subcontracting proposals.  However, you must not award marks for the use of SME sub-contractors or a local supply chain. )** |

ANNEX B4
cOMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
	1. All pricing should be in pound sterling (£GBP). If applicable, please convert you currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender.
	2. Costs should be quoted exclusive of VAT. Please confirm this in your Commercial Schedule and indicate if the project will attract VAT and at what rate.
	3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.

**[](#b4pricmodel2" \o "A variety of cost models may be used - follow the link for more information)**

1. PRICING MODEL AND CONNECTED QUESTIONS
	1. Please complete the following financial offering model.
		1. Please note that the highest compliant tender sponsorship financial offering will receive the maximum score.
		2. Please factor in potential pay rises for second & third years of the contract (and for the potential 1 year extension). Amounts specified on bids to be broken down by sections below.
		3. Prices should not include VAT.
	2. The Values shown below are based on 2023-24 pay band rates. Bidders will need to show a percentage increase for years 2 & 3 of the contract within their bid.
	3. If within the period of the contract the route of funding changes, we reserve the right to amend the current contract to reflect any future changes.

**SPONSORSHIP FINANCIAL OFFERING**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Category** | Details of Income York & Scarborough | **Annual Income (£)** |
|  |  | **ALL AT TOP OF BAND RATE** |  |
|  | **Nursing Staff** | **1 x WTE (37.5 hours) Band 7 Stoma Nurse Team Leader** |  £62897.53 |
|  | **Nursing Staff** | **5 x WTE (37.5 hours) Band 6 Stoma Care Specialist Nurses** |  £266859.75 (combined) |
|  | **Nursing Staff** | **Change to 1 x WTE (37.5 hours) Band 4 Assistant Practitioners in Stoma Care** | £34116.75 |
|  | **Clerical Staff** | **Change to 1.6 x WTE (37.5 hours) Band 4 Stoma Care Coordinator (to provide administrative support to the nurses and telephone support for patients)** |  £54586.80 |
|  | **Nursing Staff, band 3 HCA**  | **1 x WTE (37.5 hours) band 3 HCA in Stoma care** |  £30079.30 |
|  | **Total** |  |  **£448540.13** |
|  | Transport | To support clinical staff travelling within the community – including a car & mileage  | £7500.00 |
|  | Education & Training | To support ongoing training requirements of Stoma Care Team | £6750.00 |
|  |  |  |  |
|  |  | **Other Sponsorship Income (Please Specify)** |  |
|  | IT & Communication | See section 5.1 Additional Funding – to cover period of contract  | £23742.00 |
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ANNEX B5
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
	1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
	1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption**  | **Period exemption is sought**  |
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ANNEX B6
ADMINISTRATIVE INSTRUCTIONS

**Note to Bidders: Please complete this Annex. If you are awarded a contract, the details you provide here will be copied into Schedule 1 of the contract (Key Provisions).**

1. CONTRACT MANAGERS
	1. For the Supplier, the Contract Manager at the commencement of the contract will be as follows (see clause 3):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Contact details** | [*Insert address, e-mail address*] |
| **Role** | [*Insert details]* |

1. NOTICES
	1. Any notices served on the Supplier under the contract are to be delivered to (see clause 4):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Address** | [*Insert address*] |
| **Role** | [*Insert details*] |

1. MANAGEMENT LEVELS FOR DISPUTE RESOLUTION
	1. The management levels at which a dispute will be dealt with are as follows (see clause 5):

|  |  |
| --- | --- |
| **Level** | **Supplier representative** |
| **1** | [*Contract manager*] |
| **[2]** | [*Insert role*] |
| **[3]** |  |

ANNEX B7
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

## **TO:** York and Scarborough Teaching Hospital NHS Foundation Trust

 **PROPOSAL TO** tender for the Sponsorship for Stoma Care Service

**REFERENCE NUMBER: FTS-007520**

## **Form of Tender**

## We have examined the invitation to tender ("**ITT**") dated 31.05.2023 and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge the answers submitted in response to the Eligibility Questions (including the self-declaration) are correct.

## We tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS Terms and Conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT) ([including our response to the Specification]);
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Commercial Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority accepts this Tender, we will execute any agreement that the Authority produces to record in one place the offer and acceptance.

## 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 understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority, shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

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 Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

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