



Pre-qualification questionnaire

For iHELP Community Pain Management
On behalf of West Lancashire Clinical
Commissioning Group
Reference L16-24





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Section A – About NHS Midlands and Lancashire Commissioning Support Group

We understand, as potential suppliers to our customers, you want to make a difference - for both patients and services to develop an all-round healthier community.

NHS Midlands and Lancashire Commissioning Support Unit (MLCSU) will help you to collaborate with our customers and help them achieve their goals and deliver the healthcare support they are looking for.



Our customers, including clinical commissioning groups (CCGs), hospital trusts, local authorities and other public-sector organisations trust us to work with them to make important things happen. Whether that's really strong operational support, such as payroll and contract management or strategic data analysis, thinking and shaping, for example in service change – we're ready to help you meet today's transformational challenges. Take a look at our varied range of [products](#) and [services](#).

We are an organisation with a unique geographical reach and experience in serving diverse urban and rural populations and facing a range of commissioning challenges.

As one of England's biggest commissioning support units, we are the product of Staffordshire and Lancashire, and Central Midlands CSUs. We have retained all of our customers and grown our business consistently since inception in April 2013. We provide end-to-end commissioning support services to 50 CCGs, covering a 12.3 million population with a total commissioning budget of £13.5 billion. Other customers include:

- 4 NHS England regions
- NHS England national team



- 83 other NHS customers
- 14 other public sector customers

Your success is our success.

Our vision is to play a pivotal role in improving health and wellbeing for populations we serve.

We achieve this by delivering commissioning support services that are highly responsive to needs and designed to help organisations navigate an increasingly challenging healthcare arena.

Our values underpin everything we do:

- Honesty, integrity and transparency
- Everyone counts
- Commitment to quality
- Adding value
- Working together

One of the leading providers of commissioning support services, we offer the full range of professional services clinical commissioning groups have come to expect, as well as a number of additional services colleagues from across the public and third sectors access.

From language translation to service transformation, corporate governance to capacity management – our team of 1,300+ dedicated professionals have the expertise to deliver high-quality support services to your organisation.

Our Healthcare Procurement Services

Our Healthcare Procurement team offer an expert service that enables our customers to buy and procure services that achieve the best outcomes for patients and value for money when commissioning healthcare services.

We offer advice on procurement-related matters, including compliance with statutory regulations. We can help you to establish the most appropriate procurement route to market, evidenced by appropriate market research when needed. We can **manage** and deliver all types of procurement processes including OJEU Open and Restricted processes, Competitive Procedure with Negotiation, Dynamic Purchasing Systems (DPS), Competitive Dialogue, Framework mini competitions all taking account of the provisions of the Light Touch Regime (where relevant) and also below OJEU / Light Touch Regime threshold requirements. Key areas that we support customers with include:

- Contract review, provider market assessment and development
- Pre-procurement decision and procurement
- Contract award and provider mobilisation
- Contract negotiation and management
- Specialist [financial management](#) support for healthcare contracts
- Provision and preparation of all relevant procurement documentation
- Recommendations for appropriate methodologies and tender management – utilising our industry-leading e-tendering and e-evaluation systems



We have a vastly experienced team. All of our Procurement Managers are Members of the Chartered Institute of Purchasing and Supply (MCIPS). Our Procurement Managers will be an integral part of the commissioning project team.

Our Procurement ambition

Our procurement objectives focus on:

- Stimulation of the provider market to provide competition to meet demand and secure required clinical, health and well-being outcomes.
- Applying procurement skills, expertise, processes and methodologies that ensure robust, viable and value for money contracts.
- Ensuring procurement processes are effective, transparent and equitable.
- Continuously reviewing existing contracts, for both clinical and non-clinical services, to ensure that they deliver in accordance with quality requirements and offer maximum value for money and demonstrate continuous improvement in the quality and range of services on offer.
- Working with other CCGs to ensure that buying power and economies of scale are maximised through shared procurement processes.
- Conducting service reviews and market analysis and driving the redesign, innovation and delivery of services through new contract where public and other feedback suggests that changes are required.

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Section B – Commissioner requirements

- 1.1 NHS West Lancashire Clinical Commissioning Group (CCG) commissions local health services. They receive a budget from the Department of Health to plan and pay for most local NHS services.
- 1.2 The West Lancashire CCG supports a population of circa 112,000 residents across Ormskirk, Skelmersdale, Burscough, Rufford, Tarleton and surrounding areas as detailed below.



- 1.3 They commission planned hospital care, rehabilitative care, emergency and urgent care, most community health services, mental health and learning disability services. They do not manage local hospitals (which are independent trusts), however they do procure services from local hospitals.
- 1.4 They aim to buy high quality, safe and effective health services that meet the needs of residents in West Lancashire. To do this they use clinical expertise, evidence of good practice and the experience of patients who use the services they procure.
- 1.5 From 1 April 2015 Clinical Commissioning Groups (CCGs) have taken on delegated responsibility for the commissioning of these services.
- 1.6 Details of the CCG's scope of service, vision and values can be found at <http://www.westlancashireccg.nhs.uk/about-us/our-vision-and-values/>
- 1.7 The key objective of this procurement process is to ensure, in line with the National Health Service (Procurement, Patient Choice and Competition No. 2) Regulations 2013 that the following objectives are met:
 - Regulation 2 (a) securing the needs of the people who use the service – Services to be commissioned are complimentary to existing services.
 - Regulation 2 (b) improving efficiency in the provision of the service – The Contract will feature national quality requirements to ensure that the requisite level of service quality is maintained and where necessary improved.



- Regulation 2 (c) improving efficiency in the provision of the services – The Service Specification will require the suppliers(s) to work to a set of quality requirements which will focus supplier attention and measure their performance in relation to efficiency

1.8 'iHELP' (integrated, holistic empowering learning programme) is a generic name associated with the project by WLCCG and is not considered or intended to be used as a trade mark in the future.

1.9 West Lancashire has well developed Voluntary, Community and Faith Sector (VCFS) service supporting the residents of West Lancashire in many ways. The CCG supports West Lancashire Council for Voluntary Services (CVS) which is a charity, set up in 1973, and is the key umbrella group for voluntary and community groups in West Lancashire. West Lancashire CVS main activities are:

- Providing information and support to voluntary organisations
- Helping local people to set up and develop voluntary and community groups, and network with other organisations
- Representing voluntary and community groups to statutory and other organisations, and partnerships

1.10 West Lancashire CVS are able to offer a service to coordinate Voluntary, Community and Faith Sector (VCFS) organisations to support the delivery of the iHELP service should this be required. Below is a list of some of the VCFS organisations that have expressed an interest in supporting the iHELP service should this be required:

Organisation	Contact person	Email	Tel.	Website
West Lancs CVS	Greg Mitten	greg@wlcvs.org	01695 733737	www.wlcvs.org
CVS Carers Support & Awareness	Yvonne Stevenson	yvonne@wlcvs.org	01695 733737	www.wlcvs.org/carers-health-education-awareness
CVS Community Learning Hub	Helen Jones	helenj@wlcvs.org	01695 733737	www.wlcvs.org/training-2
Peer Support	Les Scaife	les@peersupport.info	01695 556554	http://ukpar.org
Power of Music (NW) CIC	Jacqui Sutton	powerofmusic64@gmail.com	07710 756894	www.powerofmusicnorthwest.co.uk
Skelmersdale Community Food Initiative	Dee Mitten	enquiries.scfi@gmail.com	01695 720555	www.scfi.org.uk
Yewdale Counselling	Bernice Hayes	yewdalecounselling@hotmail.co.uk	01695 559070	www.yewdalecounsellingservices.com
Disability Advice West Lancs	Tony Lewis	tonylewis@dawl.org.uk	01695 51819	www.dawl.org.uk
P.U.L.S.E	Angela Pope	angelapope999@hotmail.com	01695 556630	www.facebook.com/Skempulse
Brighter Futures Workshop Ltd	Peter Cousins	peter@bfworkshop.com	01695 724361	http://bfworkshop.com
Citizens Advice Lancashire West	Guy Simpson	wl@cabnet.org.uk	0344 245129 4	https://citizensadvice.lancashirewest.org.uk
Twinkle House	Jill Boardman	jill.twinklehouse@googlemail.com	01695 455625	www.twinklehouse.co.uk

1.11 All details of service providers listed above are provided for information only and potential Suppliers are required to consider if they require sub-contractors to deliver their solution and to select any sub-contractors that support their innovative approach to deliver the minimum requirements.



Section C – The Procurement process

1.0 Overview

- 1.1 MLCSU wishes to establish a Contract for the provision of iHELP community pain management services on behalf of West Lancashire CCG. MLCSU is managing this procurement process in accordance with the Public Contracts Regulations 2015 (the “Regulations”). This is a services contract pre-qualification stage of a tender is being procured under the OJEU Light Touch Regime utilising the Innovation Partnership Procedure in accordance with Regulation 31. as well as the requirements of the National Health Service (Procurement, Patient Choice and Competition) (No. 2) Regulations 2013.
- 1.2 The procurement lead for this project is James Aldred who shall be contactable for the purposes of clarification through the MLCSU Bravo e-sourcing tool. Potential Suppliers are not permitted to contact the procurement lead or the CSU in relation to this PQQ through e-mail or telephone without the written permission of the procurement lead.



James Aldred MCIPS
Procurement Manager
Midlands and Lancashire CSU

- 1.3 The Pre-qualification questionnaire (PQQ) will be run in line with the EU treaty principles of non-discrimination, free movement of goods, freedom to provide services freedom of establishment, equal treatment, transparency, mutual recognition and proportionality.
- 1.4 In evaluating PQQ responses from potential Suppliers, the CCG will only consider information provided in response to the PQQ
- 1.5 The PQQ consists of this document, an online technical questionnaire and accompanying attachments plus any subsequent PQQ clarifications responded to.
- 1.6 This document provides an overview of the Procurement; details of how the PQQ responses will be evaluated; a list of the Procurement rules that all Potential Suppliers must comply with; instructions for Potential Suppliers on how to complete the PQQ; and a glossary of terms and abbreviations used in the PQQ Questionnaires.
- 1.7 The PQQ Questionnaires set up on the MLCSU Bravo e-sourcing system present the requirements the CCG has for which a response is required.
- 1.8 This PQQ has been made available to all Potential Suppliers who have expressed an interest in line with the requirements in the OJEU contract notice and / or Contracts Finder advertisement.
- 1.9 Whilst it is the CCG’s intention to purchase most its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The CCG reserve the right to purchase any services covered by this procurement from any Supplier outside of this Contract.



- 1.10 The Innovation Partnership process under the Light Touch Regime will be broken down into three phases as follows
- 1.10.1 On completion of the PQQ process shortlisted Suppliers will be invited to respond to an Invitation to Tender (ITT) for the Phase 1 (design) of the iHELP solution.
- 1.10.2 On completion of the Phase 1 (design) Agreements any Supplier(s) who have met the contractual requirements of the Phase 1 (design) Agreements may be considered to be the supplier for the Phase 2 (pilot) project. The Phase 2 (pilot) will be subject to a second ITT with the intention of awarding an Agreement for Phase 2 (pilot).
- 1.10.3 On completion of the Phase 2 (pilot) Agreement any Supplier who has met the contractual requirements of the Phase 2 (pilot) Agreements may be considered to be the supplier for the Phase 3 (delivery) project. The Phase 3 (delivery) will be subject to a third ITT with the intention of awarding an Agreement for Phase 3 (delivery).
- 1.11 Phases 1 (design) and 2 will be subject to negotiation as permitted in the Innovation Partnership procedure under the Light Touch Regime. Full details of the negotiation stages will be shared with shortlisted Suppliers on issue of the relevant ITT.
- 1.12 It is estimated that 1 or 2 Agreements will be awarded for the Phase 1 (design), followed by 1 Agreement for the Phase 2 (pilot) and 1 Agreement for the Phase 3 (delivery).
- 1.13 The estimated Agreement duration for Phase 1 (design) is likely to be between 2 and 3 months.
- 1.14 The estimated Agreement duration for Phase 2 (pilot) is likely to be up to 2 years.
- 1.15 The estimated Agreement duration for Phase 3 (delivery) is likely to be 3 years with an option to extend for a further 2 years.
- 1.16 Draft versions of the minimum requirements, financial envelope and contract terms are attached in the Appendices. Please note that draft documents maybe subject to change prior to issue of any ITT.
- 1.17 A supplier day was held on 3rd May 2017 and details of the presentations plus questions and answers are provided for information only within the Appendices.

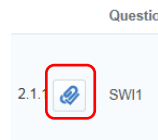
2.0 Instructions on completing the PQQ

- 2.1 Potential Suppliers are advised to carefully read this document, all the questionnaires, and the appendices, before they compile the required responses to the questionnaire and to submit their PQQ response via the MLCSU Bravo e-sourcing system <https://mlcsu.bravosolution.co.uk/web/login.shtml>.
- 2.2 A PQQ response shall only be a compliant PQQ response where it complies with all the provisions of this document, includes responses to ALL mandatory questions (identified with a red star * within the Bravo e-sourcing system) in the PQQ Questionnaires. Potential Suppliers who do not submit a compliant PQQ response will be liable to disqualification at the discretion of the CCG.
- 2.3 In evaluating PQQ responses the CCG, will only consider information provided in response to the PQQ. Potential Suppliers should not assume that the CCG has any prior knowledge of the potential Supplier, its practice or reputation, or its involvement in existing Services, projects or procurements.
- 2.4 All relevant information required to support the PQQ response should be included in the potential Suppliers response. Permitted attachments specific to the PQQ response, referenced



in the PQQ and provided to the CCG will be considered as part of the PQQ response. General corporate material and non-specific supporting documentation will not be considered.

- 2.5 Potential Suppliers must ensure that each response to a question is not cross referenced to a response to another question. In the event of a potential Supplier adding a cross reference it will not be considered by the evaluation panel
- 2.7 Potential Supplier shall ensure they review all attachments to the PQQ questionnaires. Attachments may be included within the 'details' and 'attachments' section of Bravo. They may also be attached to a specific question where a blue paperclip icon is shown.



- 2.8 Potential Suppliers are responsible for the accuracy of all information concerning Relevant Organisations and overall responses submitted within their PQQ response.
- 2.9 Potential Suppliers must ensure that each response to a question is within any specified character or word count. Word and character counts shall be deemed to include words and characters embedded in images. Any responses with words in excess of the character count will only be consider up to the point where they meet the character count, any additional characters beyond the volume defined in the character or word count will not be considered by the evaluation panel.
- 2.10 Any attachments provided which are not permitted by the associated question will not be considered by the evaluation panel.
- 2.11 Where an attachment has been requested and a word or character count is specified the potential Supplier is required to ensure they advise the number of words or characters embedded within each attachment.
- 2.12 Potential Suppliers will be specifically advised where attachments are permissible to support a question response within the Bravo e-sourcing tool. Any attachments submitted without the specific permission of MLCSU may not be considered.
- 2.13 When adding an attachment Potential Suppliers are requested to submit permitted attachments using the following naming convention 'relevant question number – Supplier name'.

3.0 Procurement timetable

- 3.1 The following timetable sets out the indicative timetable for this procurement. Please note that MLCSU may vary the Procurement process to support continued competition, avoid unnecessary costs associated with the PQQ and adhere to Technical, legal or commercial guidance issued subsequent to the PQQ.



Date of posting of Contract advert to OJEU	21/9/2017
Date PQQ available to Potential Suppliers	21/9/2017
Latest date / time PQQ clarifications should be sent be received through Bravo	19/10/2017 14:00
Latest date / time PQQ clarification answers should be sent to all potential Suppliers through Bravo	20/10/2017 17:00
Closing date and time for potential Supplier to request PQQ documents	24/10/2017 13:00
Closing date and time for the potential Supplier to submit their response ('the deadline').	24/10/2017 14:00
Clarifications (if required)	7/11/2017
Notification of decision to for potential Suppliers to proceed or not proceed to the Phase 1 ITT stage of the tender process	29/11/2017
Date Phase 1 ITT available to shortlisted potential Suppliers	7/12/2017
Anticipated Phase 1 Contract Award Date	27/3/2018
Commencement of Contract	28/3/2018

Further details of the Phase 1, 2 and 3 ITT stages will be available to potential Suppliers who proceed beyond the PQQ stage of this procurement.

- 3.2 PQQ response received after the date indicated ('the deadline') shall not be considered by MLCSU unless the Potential Supplier can justify the reason for the delay.
- 3.2.1 The Potential Supplier must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the PQQ response was received on time and that the issue was beyond their control.
- 3.2.2 Any request for a late PQQ response to be considered must be submitted through the MLCSU Bravo e-sourcing messaging system.
- 3.2.3 MLCSU reserves the right to accept or reject any late PQQ response without justification to the affected Potential Supplier and make no guarantee it will consider any request for a late PQQ response to be considered.

4.0 Advertising and Expressions of interest stage

- 4.1 This procurement has been advertised in the Official Journal of the European Union (OJEU) and / or on Contracts Finder in compliance with UK treaty obligations and national guidance
- 4.2 Potential Suppliers can express an interest in the opportunity by accessing the MLCSU Bravo



e-sourcing system. Expressing an interest will enable access to the procurement questionnaires for potential Suppliers to review.

5.0 Process for clarification

- 5.1 Potential Suppliers at their own discretion may ask clarification questions regarding any element of this procurement process including this document, the questionnaires, the specification, the pricing schedule and all other documents that have been provided.
- 5.2 Potential Suppliers must submit clarifications via the Bravo e-sourcing messaging system. This is the only method to be used for clarifications and Potential Suppliers must NOT contact MLCSU or CCG directly.
- 5.3 Potential Suppliers must be clear which question or attachment any clarification refers to.
- 5.4 MLCSU will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. MLCSU aim to respond to any request for clarification at least 4 days before the deadline for receipt of PQQ response. In order to satisfy this requirement, MLCSU has designated a specific window of time to deal with clarification requests from Potential Suppliers.
- 5.5 MLCSU has no obligation to respond to clarification requests received after the expiry of this period
- 5.6 In order to ensure equality of treatment of Potential Suppliers, MLCSU intends to publish the questions and clarifications raised by Potential Suppliers together with MLCSU's responses (but not the source of the questions) to all participants on a regular basis.
- 5.7 Potential Suppliers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if MLCSU at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all potential Suppliers would potentially benefit from seeing both the query and MLCSU's response, MLCSU will:
 - 5.7.1 invite the potential Supplier submitting the query to either declassify the query and allow the query along with MLCSU's response to be circulated to all potential Suppliers; or
 - 5.7.2 request the potential Supplier, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for potential Supplier clarifications.
- 5.8 MLCSU reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.
- 5.9 During the PQQ response submission evaluation stage, MLCSU may request written clarification from potential Suppliers on their PQQ response. Any request for clarification on PQQ responses shall be made in writing to the relevant Authorised Representative. Potential Suppliers responses will normally be received using the Bravo e-sourcing messaging system and within two (2) business days of request.
- 5.10 Failure to respond adequately or within the deadline will be reflected in the PQQ response evaluation and may result in exclusion of the Potential Supplier from further participation in the PQQ process.
- 5.11 MLCSU reserves the right to request a meeting with individual Potential Suppliers during the PQQ response submission valuation stage to facilitate a rapid clarification of points raised.



- 5.12 Responses to clarification questions provided by potential Suppliers will be distributed to the relevant evaluation panel members to enable their effective scoring of PQQ response.

6.0 Using the Bravo e-sourcing system

- 6.1 Potential Suppliers are encouraged to use the help function provided within the MLCSU Bravo e-sourcing system as it provides support for both the screen you may be working in as well as for key processes.
- 6.2. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Bravo Helpdesk 0800 368 4850 email help@bravosolution.co.uk
- 6.3 When using the MLCSU Bravo e-sourcing system potential Suppliers should save their work regularly. For security reasons, your access to the portal will 'time out' if inactive for circa 15 minutes. Failure to save means you risk losing your work- this is part of strict government requirements to maintain security and PQQ integrity and cannot be changed. **Note:** typing does not mean you are active on the portal - you MUST CLICK 'SAVE'!
- 6.4 Potential Suppliers are instructed to ensure that 'pop ups' are not blocked on your browser. Should you be inactive for circa 15 minutes, the portal will notify you through a 'pop up'. It is vital that that you are able to see this in order to click the 'Refresh' link in this 'pop up' so you are not disconnected from the portal and lose any unsaved information.
- 6.5 Please ensure that you read and digest all the required actions, messages and appropriate deadlines and any subsequent communications made through the messaging system.
- 6.6 Potential Suppliers are encouraged to not leave their response until the last minutes/hours before the deadline (if you experience connection problems you may miss the deadline and your response may be deemed non-compliant and rejected by the CCG).
- 6.7 Please publish your response when completed, this will submit your response to the system. If you do not click 'Publish' the CCG will not be able to evaluate your PQQ response. The 'Publish' link can be found in the 'Actions' box on the left-hand side of the PQQ.
- 6.8 If the procurement team makes any changes to the settings and questions area of a live tender, potential Suppliers must re-publish their response – this is to ensure that changes are brought to your attention – you will receive a message prompt to do this – generally this will not mean re-entering information.
- 6.9 Whilst the MLCSU Bravo e-sourcing system allows for large individual attachment sizes (max 50mb at a time), we recommend that you keep attachments to a manageable size to ensure ease and speed of access.
- 6.10 Do not use the 'Back' or 'Forward' buttons on your browser, you could potentially lose your work. Please use the links on the e-procurement portal to navigate.
- 6.11 The MLCSU Bravo e-sourcing tool (version 17) supports the following browsers, IE11 (Note that IE10 will function, but is not recommended), Microsoft Edge, Google Chrome, Mozilla Firefox (ESR) 45+ and Safari 10 for MacOS.
- 6.12 Use the 'Legend' to understand icons, note text responses without attachments are deliberately capped at 2000 characters. Also note that Numeric fields will not accept text, spaces, symbols etc. Note the red asterisk indicates a mandatory field - this must be completed in order to submit your response.



- 6.13 Potential Supplier sub-users can be set up on the portal to allow colleagues to be involved with various stages of the process – see the online help function for details.
- 6.14 If you are delegating your response please ensure that your colleagues are aware of this information and that they are relatively PC literate.
- 6.15 Please treat your MLCSU Bravo e-sourcing system logins securely - if you believe that you have lost your password - please log onto the website and click onto "Forgotten your password?" and follow the instructions.
- 6.16 Please do not attach any general marketing or promotional material unless it is specifically requested as a requirement of a question.
- 6.17 Potential Suppliers should be aware that from time to time there may be planned and unplanned system maintenance required by the Bravo e-sourcing system. Where possible notice of downtime will be provided to potential Suppliers who are free to export the attachments and questions to continue their work during the downtime. The only circumstances where an extension to time will be offered to potential Suppliers is in the event of there being a downtime period greater than 25 consecutive hours or during the period where the tender is due to close.

7.0 Your PQQ response

- 7.1 The potential Supplier is entirely responsible for the completeness and accuracy of all information provided. The CCG reserves the right to make whatever enquiries it deems appropriate to verify any information provided and any evidence of or suspicion of any attempt by the potential Supplier to mislead the Contracting Authority may result in disqualification.
- 7.2 If any of the information provided in by a potential Supplier changes in a material way at any stage during the Procurement process then the CCG must be informed immediately.
- 7.3 All documentation and communication shall be in English.
- 7.4 By submitting this PQQ response each potential Supplier warrants that, save as disclosed in writing to the MLCSU with the PQQ response, any information supplied by it remains true and that it has:
 - Not passed a resolution, nor is it the subject of an order by the court, for the company's winding-up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has it had a receiver, manager or administrator on behalf of a creditor appointed in respect of its business or any part thereof, nor is it the subject of proceedings for any of the above procedures nor is it the subject of similar procedures under the law of any other states;
 - Not been convicted of a criminal offence relating to the conduct of its business or profession;
 - Not committed an act of grave misconduct in the course of its business or profession;
 - Fulfilled its obligations relating to the payment of social security contributions under the laws of England and Wales or the country in which it is established;
 - Fulfilled its obligations relating to the payment of taxes under the laws of England and Wales or the country in which it is established;
 - Not made any material misrepresentation in providing any of the information required in relation to the above;
 - Not disclosed, copied, reproduced or distributed and will not disclose, copy, reproduce or distribute any confidential information contained in this document or supplied by MLCSU or the CCG, or any advisor to any third party at any time except for the purpose of enabling a PQQ response submission to be prepared.



- 7.5 Potential Suppliers must comply and ensure that their PQQ response complies with the provisions set out in the PQQ. Any such waiver or variation will be notified to the Authorised Representative of potential Suppliers. No agent or any other servant or representative of MLCSU or the CCG has the authority to vary or waive any of these provisions on behalf of the CCG
- 7.6 Your PQQ response should remain open for consideration for a period of 90 days. A PQQ response valid for a shorter period may be rejected.
- 7.7 Potential Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their PQQ responses without reliance upon any opinion or other information provided by MLCSU or their advisers and representatives. Potential Suppliers should notify MLCSU promptly of any perceived ambiguity, inconsistency or omission in this PQQ any of its associated documents and/or any other information issued to them during the procurement.
- 7.8 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the PQQ response not being considered.
- 7.8 Potential Suppliers may modify their PQQ response where allowable within the MLCSU Bravo e-sourcing system. No PQQ response may be modified after 'the deadline' for receipt.
- 7.11 Potential Suppliers may withdraw their PQQ response at any time prior to 'the deadline' or any other time prior to accepting the offer of a Contract. The notice to withdraw the PQQ response must be made through the MLCSU Bravo e-sourcing messaging system.
- 7.12 MLCSU may visit at least one customer reference site of the Potential Supplier and may seek written references from any other customers which are not visited.

8.0 Canvassing

- 8.1 Subject to the confidentiality and non-collusion sections below Potential Suppliers and Relevant Organisations shall not in connection with this Procurement:
- Offer any inducement, fee or reward to any officer or employee of the CCG or any person acting as an advisor to the CCG, including MLCSU, in connection with the procurement exercise; or
 - Do anything which would constitute a breach of the Prevention of Corruption Acts 1889 and 1916; or
 - Canvass any of the persons referred to above in connection with the procurement; or
 - Except as expressly authorised by the CCG and subject to the provisions of the following section, contact any officer or employee or agent of the CCG about any aspect of the procurement exercise including (without limitation) for the purposes of discussing the possible transfer to the employment of the potential Supplier of such employee or officer for the purpose of the procurement exercise or for soliciting information in connection with the procurement exercise.
- 8.2 No attempt should be made to contact the MLCSU and CCG's project team office by telephone, nor to contact the CCG or the CCG's advisers or other NHS/DH bodies as part of the procurement process. Any enquiries made to persons other than the CCG's project team will be regarded as prima facie evidence of canvassing.
- 8.3 Potential Suppliers shall advise MLCSU if they have been convicted on an offence under the provisions of the Bribery Act 2010 within the last three years and detail the appropriate remedial actions undertaken.



9.0 Confidentiality and non-collusion

- 9.1 The PQQ document is intended for the exclusive use of the potential Supplier and is provided on the express understanding that the information made available by MLCSU and the CCG in relation to this exercise will be regarded and treated as strictly confidential. The documents may not be reproduced in whole or in part nor furnished to any persons other than the potential Supplier save for the purposes of:
- Taking legal advice in connection with completing a PQQ response; and/or
 - Obtaining information from Relevant Organisations or funders where required expressly by the PQQ documents or otherwise where necessary, and relevant to the potential Suppliers PQQ response; and/or
 - Obtaining the input from any other parties that potential Supplier demonstrate will provide information relevant to their PQQ response, subject always to the CCG's prior written consent to such disclosure (which it can withhold in its absolute discretion) and provided that in, each case, potential Suppliers obtain from such parties prior to such disclosure, confidentiality undertakings at least equivalent to this Section.
- 9.2 Upon written request from MLCSU, potential Suppliers shall promptly provide evidence to MLCSU that such undertakings have been provided.
- 9.3 Potential Suppliers must not disclose to, or discuss any aspect of the tender, or their PQQ response with any other potential Supplier. Any such collusion with another Supplier may constitute an infringement of the Chapter 1 prohibition contained in Section 2(1) of the Competition Act 1998 and the Supplier shall also be liable to disqualification.
- 9.4 Where Relevant Organisations participate in more than one PQQ response, potential Suppliers must ensure that all PQQ responses are prepared independently and that no confidential information relating to the relevant PQQ response is passed, whether directly or indirectly, between Suppliers.
- 9.5 Potential Suppliers shall not undertake any publicity activity within any section of the media in relation to this procurement.

10.0 Conflicts of interest

- 10.1 MLCSU requires that all actual or potential conflicts of interest are reported to MLCSU and prior to the submission of PQQ responses. In the event that any actual or potential conflict of interest comes to a potential Suppliers attention following the submission of its PQQ response that potential Supplier should immediately notify the MLCSU via the Bravo e-sourcing system.
- 10.2 Without limitation, such conflicts of interest may be perceived by MLCSU and the CCG to arise in circumstances where:
- A Relevant Organisation or any person employed or engaged by or otherwise connected with a Relevant Organisation is carrying out, or has carried out, any work for the CCG or the Department of Health in the last one (1) year; or
 - A Relevant Organisation (or its advisers or any person employed or engaged by it) is potentially providing Services for more than one prospective Supplier in respect of the Procurement or the Procurement process; or
 - A Relevant Organisation employs or engages, or has employed or engaged, any person currently or formerly employed or engaged by or otherwise connected with the CCG



- 10.3 A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by a CCG, NHS Improvement Hub (NHSI) or other NHS body. For example, Dental Practitioners engaged under an existing General Dental Service (GDS) or Personal Demographics Service (PDS) Agreement will not be considered to have a conflict of interest by virtue of such practising arrangements. However, potential Suppliers are requested to disclose such relationships to MLCSU and the CCG for information purposes.

11.0 Potential Supplier changes

- 11.1 Potential Suppliers are subject to an ongoing obligation to notify MLCSU of any material changes in their Financial or other circumstances. This includes, but is not limited to, changes to the identity of Relevant Organisations or sub-contractors or the ownership or Financial or other circumstances thereof and solvency of the potential Supplier. MLCSU should be notified via the Bravo e-sourcing messaging system of any material change as soon as it becomes apparent.
- 11.2 Failure to notify MLCSU of any material changes or to comply with any of these provisions may lead to a potential Supplier being liable for disqualification from the procurement process.
- 11.3 MLCSU reserves the right to refuse to allow such a change and to disqualify any potential Supplier from further participation in the Procurement process in the event that such a change is made. In exercising its absolute discretion to either refuse or allow such a change, MLCSU may take into account whether such change is material to the delivery of the Services.
- 11.4 In the event that MLCSU is prepared to consider such a change, further PQQ evaluation of the PQQ response provided by the potential Supplier, including its Relevant Organisations, is likely to be required and may result in MLCSU refusing to allow the change

12.0 Costs and expenses

- 12.1 All potential Suppliers, Relevant Organisations, funders and any of their respective advisers are responsible for all costs incurred by them in connection with all stages of this Procurement.
- 12.2 Under no circumstances will MLCSU or the CCG or any of their respective advisers be liable for any costs or expenses incurred by a potential Supplier, its Relevant Organisations, funders and / or their respective advisers arising directly or indirectly from the Procurement process or termination thereof, including, without limitation any changes or adjustments made to the Procurement process or documentation or disqualification of a potential Supplier.

13.0 Procurement process changes

- 13.1 MLCSU reserves the right to vary the Procurement process in order to support continued competition, avoid unnecessary costs associated with a PQQ response and adhere to Technical, legal or commercial guidance issued subsequent to the PQQ.
- 13.2 MLCSU reserves the right to:
- Change dates and times for each stage of the procurement process set out in this document;
 - Modify any aspect or stage of the Procurement process itself.
 - Introduce additional steps or stages into the Procurement process in order to maximise value for money solutions and/or Procurement efficiencies



13.3 MLCSU will notify the Potential Suppliers' Authorised Representative of any such changes.

14.0 Disqualification

14.1 Potential Suppliers acting in contravention of the provisions set out in the PQQ or any other information provided by MLCSU may, at the MLCSU's sole discretion, be disqualified from further participation in the Procurement (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a potential Supplier may attract).

14.2 For the avoidance of doubt, disqualified potential Suppliers will be excluded from any further participation in the Procurement process and in no circumstances, will MLCSU or the CCG be liable for any costs or expenses incurred by the disqualified potential Supplier and/or its Relevant Organisations as a result, directly or indirectly, of such disqualification

15.0 Potential Suppliers Authorised Representative

15.1 All correspondence relating to the Procurement will be addressed to the potential Suppliers Authorised Representative. The Authorised Representative must have full authority to represent the potential Supplier and attend any meetings on the potential Suppliers behalf. MLCSU may, at any time, request documentary proof of such authority

15.2 Potential Suppliers will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective PQQ responses. Potential Suppliers must make their own independent assessment of the Procurement after making such investigation and taking such professional advice as they deem necessary.

16.0 Availability of information

16.1 Any information additional to the PQQ which MLCSU deems necessary for a potential Supplier to be issued with, will be sent to each potential Suppliers Authorised Representative via the MLCSU Bravo e-sourcing messaging system. It is the potential Suppliers responsibility to notify MLCSU of any change to the Authorised Representative's name or other contact details.

16.2 Potential Suppliers may request that, for convenience, electronic correspondence be copied to individuals other than their Authorised Representative, but MLCSU accepts no liability for this and will consider all information sent to the Authorised Representative to have been received by the potential Supplier.

16.3 Where a potential Supplier intends to use Sub-Contractors to provide any of the Services, it will be the responsibility of the potential Supplier to provide such Sub-Contractors with all necessary information (subject to the provisions relating to confidentiality).

17.0 CCG Governance process

17.1 When the evaluation panel have determined their recommendation following the PQQ response evaluation and moderation process. The CCG will follow its internal, regulatory compliant, processes of governance.

17.2 The CCG through this governance process will determine if it will follow the recommendation of the panel based on all relevant reporting made to them by the panel.



18.0 Notification of decision to potential Suppliers, debrief and standstill

- 18.1 The CCG intends to award the Phase 1 Design Contract to 1 or 2 Suppliers.
- 18.2 The CCG intends to shortlist between 3 and 5 potential Suppliers to move forward from the PQQ stage to the ITT Phase 1 (Design) stage of the procurement.
- 18.3 The minimum number of marks required to be considered to move forward from the PQQ stage to the ITT Phase 1 (Design) stage of the procurement shall be 65%, subject to clause 18.2.
- 18.4 Note that if there are not sufficient potential Suppliers to meet the minimum requirements or minimum marks required of the PQQ MLCSU and the CCG reserve the right to reduce the minimum number of potential Suppliers to move forward to the ITT Phase 1 (Design) stage.
- 18.5 A complete PQQ response feedback report will be provided to each Supplier advising them if they will proceed to the ITT (award) stage.
- 18.6 Any unsuccessful potential Suppliers will be afforded the opportunity of a debriefing. Unsuccessful potential Suppliers should notify MLCSU in writing that they wish to be debriefed. MLCSU will formally debrief the unsuccessful Potential Supplier within 15 calendar days of receiving such a request.
- 18.7 MLCSU will notify the successful potential Supplier of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 48 days of the award of the contract(s).

19.0 PQQ interpretation

- 19.1 In the PQQ, except where the context otherwise requires:
- Words importing one gender include all other genders and words importing the singular include the plural and vice versa;
 - Enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by s.21(1) Interpretation Act 1978 and any other subordinate legislation made under any such statute or statutory provision;
 - A reference to any enactment shall be construed as including reference to: any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the PQQ.
- 19.2 The Table of Contents, Glossary of Terms and Abbreviations, the headings to the Sections and Sections of the PQQ and any Appendices, Annexes and Volumes hereto are for ease of reference only and shall not affect the construction of the PQQ. The Appendices and Annexes form part of the PQQ and will have the same force and effect as if expressly set out in the body of the PQQ. In the event of any inconsistency between the provisions of the PQQ and any previously issued documents, the provisions of the PQQ shall prevail
- 19.3 the PQQ shall be governed by and construed in accordance with English Law.

20.0 Procurement transparency

- 20.1 The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.



- 20.2 As part of the transparency agenda, government has made the following commitments with regard to procurement and contracting:
- All new central government ICT contracts over the value of £10,000 to be published in full online from July 2010
 - All new central government tender documents for contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge
 - New items of central government spending over £25,000 to be published online from November 2010
 - All new central government contracts to be published in full, from January 2011
- 20.3 Suppliers and those organisations looking to PQQ response for public sector contracts, should note this may include NHS contracts should be aware that if they are awarded a new Contract, the resulting contract between the supplier and commissioner may be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with the Freedom of Information Act 2000.

21.0 Freedom of Information Act 2000 and Environmental Information Regulations 2004

- 21.1 MLCSU and the CCG is committed to open Government and meeting its legal responsibilities under the FOIA. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FOIA') and the Environmental Information Regulations 2004 (the 'EIR'), MLCSU may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Potential Supplier to the MLCSU.
- 21.2 Accordingly, any information created by or submitted to MLCSU (including, but not limited to, the information contained in the PQQ, clarification questions and responses, and the minutes of meetings between all or any of the Suppliers, MLCSU and / or the CCG) may need to be disclosed by MLCSU and / or the CCG in response to a request for information.
- 21.3 Any persons may make a request for information at any time before or after the Agreement signature. MLCSU and / or the CCG may also decide to include certain information in the relevant publication scheme maintained under the FOIA.
- 21.4 In making a submission, each potential Supplier (and each Relevant Organisation) therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA and / or EIR, either without consulting the potential Supplier or following consultation with the potential Supplier and having considered its views.
- 21.5 Potential Suppliers must clearly identify any information supplied in response to the PQQ, which are subject to exemption under the FOIA and / or EIR and attach a brief statement of the reasons why, including details of the harm which may result from disclosure and the time period applicable to the sensitivity.
- 21.6 Where it is considered that disclosing that information in response to an FOIA and / or EIR could cause a risk to the Procurement process, or prejudice the commercial interest of any potential Supplier or the CCG, MLCSU and / or the CCG may wish to withhold such information under the FOIA exemption.



- 21.7 Potential Suppliers should be aware that even where they have indicated that information is subject to an exemption, MLCSU and / or the CCG are responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA and /or EIR or whether or it must be disclosed.
- 21.8 Potential Supplier should therefore note that the receipt by MLCSU and / or the CCG of any information marked “confidential” or equivalent does not mean that MLCSU and / or the CCG accepts any duty of confidence by virtue of that marking, and that MLCSU and / or the CCG has the final decision regarding the disclosure of any such information in response to a request for information

22.0 Copyright

- 22.1 The copyright in the PQQ is vested in MLCSU. The PQQ may not be reproduced, copied or stored in any medium without the prior written consent of MLCSU other than strictly to preparing your PQQ response.
- 22.2 The copyright in the Services Specification, Finance models and Contract is vested in the CCG. The PQQ may not be reproduced, copied or stored in any medium without the prior written consent of the CCG other than strictly to preparing your PQQ response.

23.0 Disclaimer

- 23.1 The information contained in the PQQ is presented in good faith and does not purport to be comprehensive or to have been independently verified.
- 23.2 Neither MLCSU or the CCG, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any potential Supplier, Relevant Organisation, funders or any of their respective advisers, orally or in writing or in whatever media.
- 23.3 Potential Suppliers, their Relevant Organisations, funders and their respective advisers must therefore take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by the CCG or any of their advisers.



Section D – Evaluation model

1.0 Introduction

- 1.1 This PQQ is for a services Contract being procured under the OJEU Light Touch Regime utilising the Innovation Partnership procedure.
- 1.2 The evaluation process will be conducted to ensure that PQQ responses are evaluated fairly to ascertain the Potential Suppliers who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 1.3 The evaluation team may comprise staff from MLCSU, the CCG and any specific external stakeholders MLCSU deem required.

2.0 Evaluation of PQQ responses

- 2.1 Evaluation of PQQ responses shall be based on responses to the questionnaires detailed in the MLCSU Bravo e-sourcing system.
- 2.2 Please note questions may not always been presented in a sequential numbering order.

3.0 Selection questionnaire – pass / fail criteria

- 3.1 The Selection questionnaire (sometimes known as the Pre-Qualification Questionnaire) shall be marked against the following Selection pass / fail and scoring
- 3.2 During the Selection stage, the intention is the Potential Suppliers who pass all the Mandatory and Discretionary requirements of the PQQ will be considered for Price and Quality stage evaluation.

Selection Pass/fail criteria		
Part	Q No.	Question subject
Mandatory pass / fail criteria		
2	2.1a	Conviction for participating in a criminal organisation
2	2.1a	Conviction for corruption
2	2.1a	Conviction for fraud
2	2.1a	Conviction for terrorist offences or offences linked to terrorist activities
2	2.1a	Conviction for money laundering or terrorist financing
2	2.1a	Conviction for Child labour and other forms of trafficking in human beings
2	2.3a	Breach of obligations related to the payment of tax or social security contributions.
Discretionary pass / fail criteria		
3	3.1a	Breach of environmental obligations
3	3.1b	Breach of social obligations



3	3.1c	Breach of labour law obligations
3	3.1d	Bankruptcy
3	3.1e	Grave professional misconduct
3	3.1f	Entered into agreements with other economic operators aimed at distorting competition
3	3.1g	Conflict of Interest
3	3.1h	Been involved in the preparation of the procurement procedure
3	3.1i	Deficiencies in performance
3	3.1j i	Serious misrepresentation in supplying information
3	3.1j ii	Withholding such information
3	3.1j iii	No submitted supporting documents
3	3.1j iv	Influenced the decision-making process
4	4.1	Economic and Financial Standing
4	4.2	Meeting minimum level of economic and financial standing thresholds
6	6.7	Care Quality Commission (CQC)
6	6.8	Staff restrictions
7	7.1	Transparency in supply chains etc
8	8.1	Insurance
-	-	PQQ response – received on time within the e-sourcing tool

3.4 In the event of a Potential Supplier failing to meet the requirements of a Mandatory pass / fail criteria, MLCSU reserves the right to disqualify the Potential Supplier and not consider evaluation of the any of the selection stage responses, nor the Price / Quality stage scoring methodology or Mandatory pass / fail criteria.

3.5 In the event of a Potential Supplier failing to meet the requirements of a Discretionary pass / fail criteria, MLCSU may disqualify the Potential Supplier and not consider evaluation of the any of the selection stage scoring methodology, nor the Price / Quality stage scoring methodology or Mandatory pass / fail criteria.

4.0 Selection questionnaire – scoring criteria

4.1 The Selection questionnaire shall be marked against the scoring criteria.

4.2 The evaluation model below shall be used for this PQQ which will be determined to zero decimal places (i.e. whole numbers only).

4.3 Questions marked ‘for information only’ do not contribute to the scoring model.

Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement MLCSU and the CCG have decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this document. MLCSU and the CCG consider these weightings to be in line with existing best practice for a requirement of this type.

Part	Q No.	Question subject	Maximum Marks
6	6.1	Relevant experience and contract	20%



		examples	
6	6.3	Innovation in service delivery	20%
6	6.4	Self-care programmes	20%
6	6.5	Use of technology	20%
6	6.6	Effective behaviour change	20%

Selection evaluation of criteria

Each question will be judged on a score from 0 to 5, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-5 score achieved will be multiplied by 4.

Example if a Potential Supplier scores 3 from the available 5 points this will equate to 12% by using the following calculation: $3 \times 4 = 12$

Where an evaluation criterion is worth 10% then the 0-5 score achieved will be multiplied by 2.

Example if a Potential Supplier scores 3 from the available 5 points this will equate to 6% by using the following calculation $3 \times 2 = 6$.

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-5 score shall be based on (unless otherwise stated within the question):

0	Omitted - The response has been omitted or is completely unacceptable.
1	Very poor - Very poor response and not acceptable. Requires major revision to the response to demonstrate it meets the selection question requirements expected. Only partially answers the requirement, with major deficiencies and / or little relevant detail proposed
2	Poor - Poor response, which is not acceptable and only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of the capability requirements expected
3	Acceptable - Response is acceptable but remains basic and could have been expanded upon. Response is sufficient in providing details of capabilities in relation to the selection question but does not inspire.
4	Good - Good response which describes their capabilities in detail which provides levels of assurance consistent with a quality provider. The response includes a description of techniques and measurements currently employed.
5	Excellent response – Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

Please be aware that the final score returned will be based on a moderated and agreed score in alignment with the above scoring mechanism.



4.1 The ITT stage criteria will be provided in full to potential Suppliers shortlisted to the Phase 1 (design) ITT stage. The draft criteria are as follows:

Criteria	Maximum Marks
Service and IM&T	50%
Financial	15%
Quality and governance	15%
Workforce	10%
Contracts Management	10%

4.2 Additional pass / fail questions may be detailed against the above criteria and Equalities, Health and Safety plus Procurement requirements.

5.0 Evaluation process

5.1 Under the provisions of the Public Contract Regulations 2015, utilising the Light Touch Regime, the evaluation process for this procurement will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> PQQ opened in the MLCSU Bravo e-sourcing system by the MLCSU procurement team. Any PQQ response received after the closing date will be rejected unless circumstances attributed to MLCSU or the e-sourcing tool beyond the potential Supplier control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable. Unacceptable PQQ responses maybe subject to clarification by MLCSU or rejection of the PQQ response.
Scoring of the PQQ response	<ul style="list-style-type: none"> Evaluation team will independently score the PQQ responses and provide a commentary of their scoring justification against the evaluation criteria.
Moderation	<ul style="list-style-type: none"> Evaluation team may collectively meet to compare and debate their individual scoring and provide a commentary of any changes in their scoring against the evaluation criteria. A collective score for each response to the question will be agreed by the evaluation team.
Clarifications	<ul style="list-style-type: none"> The evaluation team may require face to face and / or written clarification to PQQ responses from potential Suppliers who have a mathematical possibility of becoming a successful Supplier to proceed to the ITT Phase 1 (Design) stage following clarification and moderation.
Re - scoring of the PQQ response and Clarifications	<ul style="list-style-type: none"> Where relevant, evaluation team will independently re-score the PQQ response and Clarifications and provide a commentary of their re-scoring justification against the evaluation criteria.
Moderation	<ul style="list-style-type: none"> The evaluation team may collectively meet to compare and debate their individual scoring and provide a commentary of any changes in their



	scoring against the evaluation criteria following re-scoring of the PQQ responses and Clarifications
Self-Certification or Declaration checks	<ul style="list-style-type: none">• MLCSU may request evidence at any time to support any questions where Shortlisted Potential Suppliers have been permitted to self-certify or declare their response to evaluation questions. Such evidence can be considered against the pass / fail criteria to ensure compliance to the requirements of the question.
Issue of unsuccessful Potential Suppliers	<ul style="list-style-type: none">• Provide details of scoring and feedback on the unsuccessful potential Suppliers PQQ response.



Section E - Glossary of Terms

TERM	MEANING
“MLCSU”	means Midlands and Lancashire Commissioning Support Group herein after referred to as MLCSU.
“Agreement”	Means the NHS Standard Contract and all supporting documentation
“Authorised Representative”	A Potential Suppliers authorised representative named on the PQQ response
“Bid”, “Response”, “Submitted Bid”, or “ITT Response”	means the Potential Suppliers formal offer in response to this Request for Proposal
“CCG”	Clinical Commissioning Group or predecessor body which may also be known as the Commissioner
“Clinical Services Supplier”	All suppliers providing clinical Services which are the subject of the Agreement
“Commencement Date”	The date on which the Agreement will come into force
“Conditions of PQQ response”	means the terms and conditions set out in this PQQ document relating to the submission of a PQQ response
“Contract”	means the agreement to be entered by MLCSU and the Supplier following any award under the procurement
“Contracting Bodies”	Means MLCSU and any other contracting authorities described in the OJEU Contract Notice
“CPD”	Continuing Professional Development
“CQC”	Care Quality Commission
“Customer” or “Commissioner”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“DH”	Department of Health
“Due Diligence Information”	means the background and supporting documents and information provided by MLCSU for the purpose of better informing the Potential Suppliers responses to this Request for Proposals
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“EOI”	Expression of Interest
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“IMandT”	Information Management and Technology
“Innovation Partnership”	Means a procurement using the Innovation Partnership procedure utilising the Light Touch Regime
“Lot”	means a discrete sub-division of the requirements
“Invitation to Tender” or “ITT”	means this Invitation to Tender documentation and all related documents published by MLCSU and made available to Potential Suppliers and includes the Due Diligence Information.
“Minimum Requirement”	Means the Minimum Requirement for the project and various phases of the project, this may also be referred to as the “Specification” in other documents.
“NHSBSA”	National Health Service Business Service Authority
“NHSI”	National Health Service Improvement Hub
“NICE”	National Institute for Clinical Excellence



“NPfIT”	National Programme for Information Technology
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except MLCSU
“Potential Suppliers, Providers or Bidder”	means the organisations being invited to respond to this Request for Proposal
“Pre-qualification questionnaire” or “PQQ”	Selection stage questionnaire where used in a OJEU Restricted, Competitive Dialogue, Competitive Procedure or Innovation Partnership procedure tender process.
“Recommended Supplier”	The Supplier slected to proceed as Recommended Supplier and ultimately Contract Award, subject to clearance of Standstill periods (where relevant)
“Self Certification” or “Self Declaration”	means the Potential Supplier has certified or declared they can meet a specific standard, for which evidence of demonstrating meeting this standard maybe requested by the Contracting Authority.
“Sub Contractors”	A person or body who is will be contracted by the Potential Supplier to carry parts of the Services. It should e noted that the Potential Supplier is liable for any sub contractor is used in respect to delivering the Services.
“Supplier”	means the organisation awarded the Contract
“Standard Supplies /Services”	means any supplies/services set out at within the Services Specification
“TUPE”	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246)
“VAT”	Value Added Tax
“VfM”	Value for Money which means the optimum combination of whole life cost and quality (fitness for purpose) to meet the overall Service requirement.
“WTE”	Whole time equivalent



Section F - Appendices

The following appendices are available to Potential Suppliers in the Bravo e-sourcing tool 'Buyer attachments'.

Appendix A - Draft Minimum Requirements – Whole project

Appendix B – Draft Minimum Requirements – Phase 1

Appendix C – Draft Non-clinical Services Contract - Phase 1 and 2

Appendix D – Draft General Conditions – Phase 2 and 3

Appendix E – Draft Service Conditions – Phase 2 and 3

Appendix F – Draft Particulars – Phase 2 and 3

Appendix G – Draft Deed of guarantee

Appendix H – Draft iHELP Financial Envelope

Appendix I – Draft Schedule of Rates – Phase 1

Appendix J – Draft Secondary car pain management data

Appendix K – PQQ questions

Appendix L – Draft ITT questions - Phase 1

Appendix M – Supplier day presentation

Appendix N – Supplier day questions and answers

Appendix O – Supporting information

Appendix P – Draft prescribing data