

Commercial: Remploy Limited tender response

Tenderers should note the following:

- The weightings provided indicate the relative importance of each question (which should be taken into consideration when constructing a response);
- Tenderers should reference Section Three, paragraph 6 of Part A of the ITT for further detail.

SECTION D Solution Proposal

QUESTION	D.1	WEIGHT	None	WORD LIMIT	750
INFORMATION REQUEST	Tenderers must provide a concise summary highlighting the key aspects of the proposal. Including the combination of lots for which they are tendering plus their ranked preference for the award of single and combined multiple lots. (Up to a maximum of three but not exceeding 70% of the volumes in Annex 1 Part B).				
SUBJECT	Overview				
CRITERIA	Not evaluated (used to provide context)				

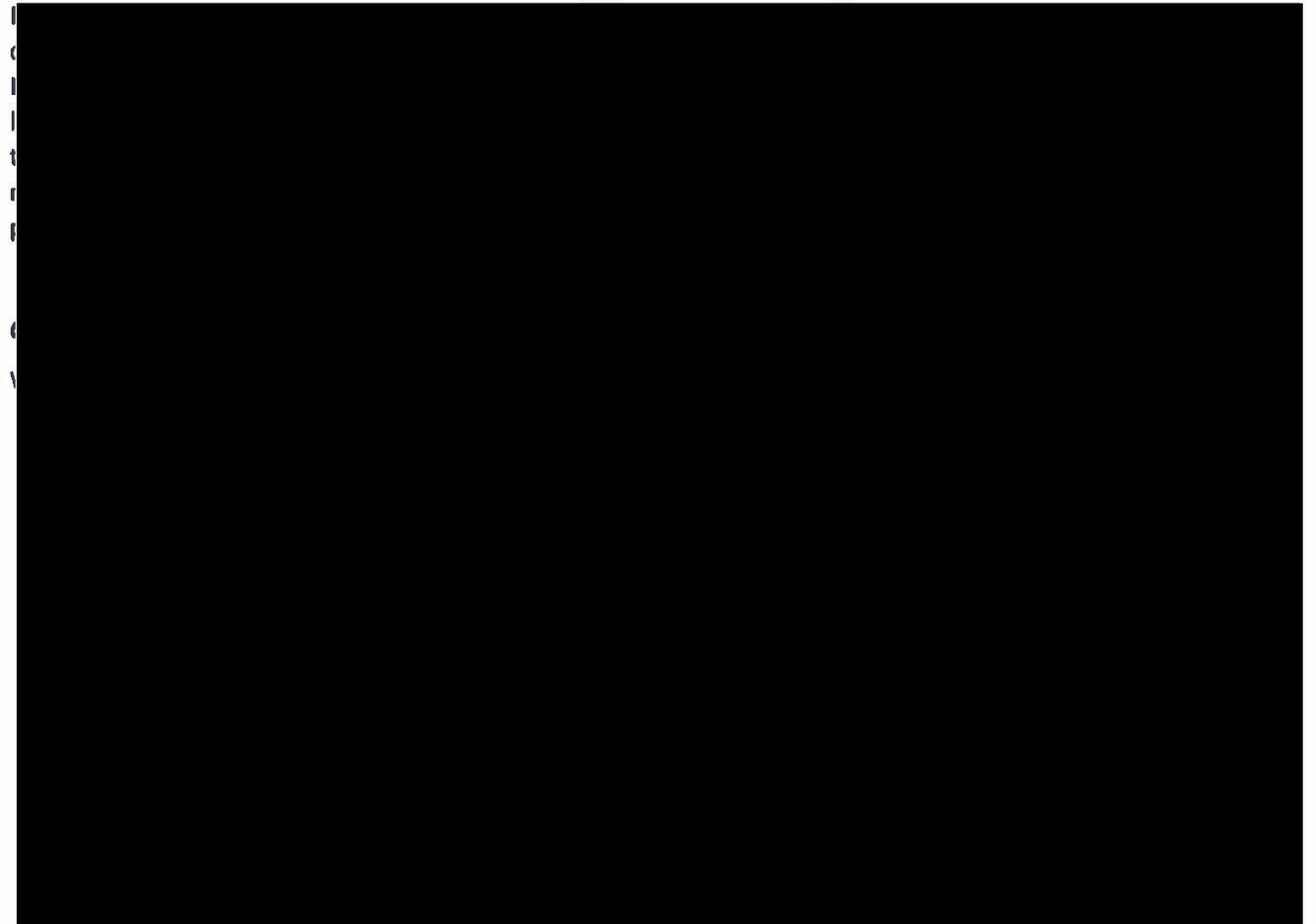
TENDERER RESPONSE / ADDITIONAL COMMENTARY

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

Please see response on next page.

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Combination of Lots and Preferences

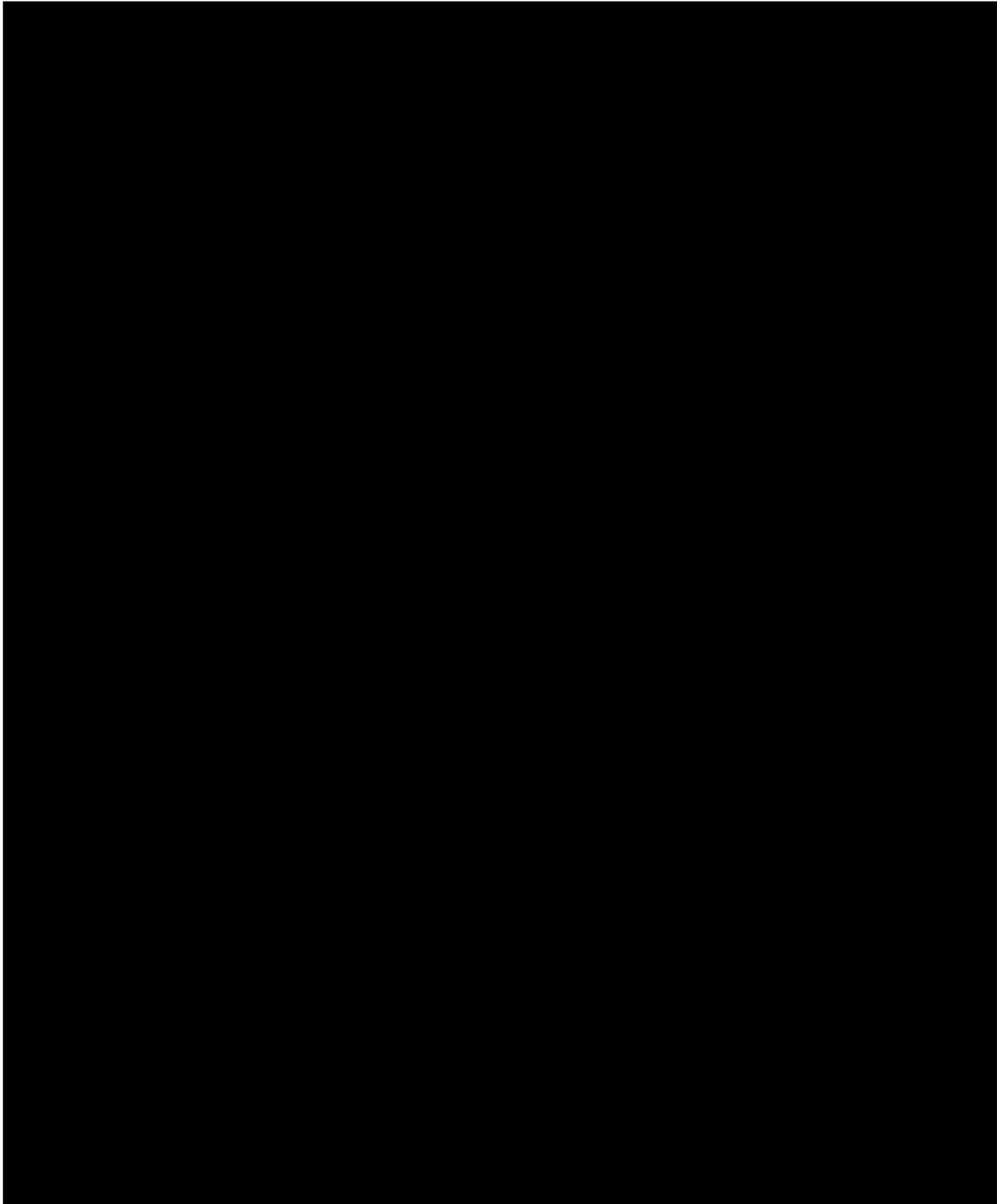
Remploy's preference for Lots, including combinations of Lots, is provided below:

Rank	Lot / Combination
1	Central/London/North
2	London/North/South
3	Central/North
4	Central/South
5	North/South
6	Central/London
7	London/North
8	London/South
9	Central
10	North

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11	South
12	London

Exhibit D1.1 – Ranked Preferences.



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QUESTION	D.2	WEIGHT	15%	WORD LIMIT	2000
INFORMATION REQUEST	Tenderers must provide a description of the resourcing model and how it will deliver the requirements. This should include a description of how it is intended to obtain, deliver and sustain the services for all aspects of the Requirement.				
SUBJECT	Resource Model				
CRITERIA	<p>Seeks to establish that the Tenderer has understood the resource Requirements and has a credible plan for delivering sustainable successful outcomes</p> <p>The Tender Response shows that it:</p> <ul style="list-style-type: none"> • Has a sustainable /resource delivery model that delivers the requirements and reflects continuous improvement as outlined in part B of the ITT paragraph 7 Has a defined and coherent way of working with any sub contracted supply chain within the resource model to ensure delivery of the volumes and maintenance of quality • Assures that quality resources can be maintained throughout the life of the contract but demonstrates innovation on how they will access these resources • Has a credible and sustainable resourcing model to ensure diversity across each type of ExE that is representative of not only the protected characteristics but the broader service user community. • Has a viable strategy to source appropriate Support Workers for individual EXE (as maybe required) • Has appropriate objective processes and protocols that will determine their use of support workers. 				

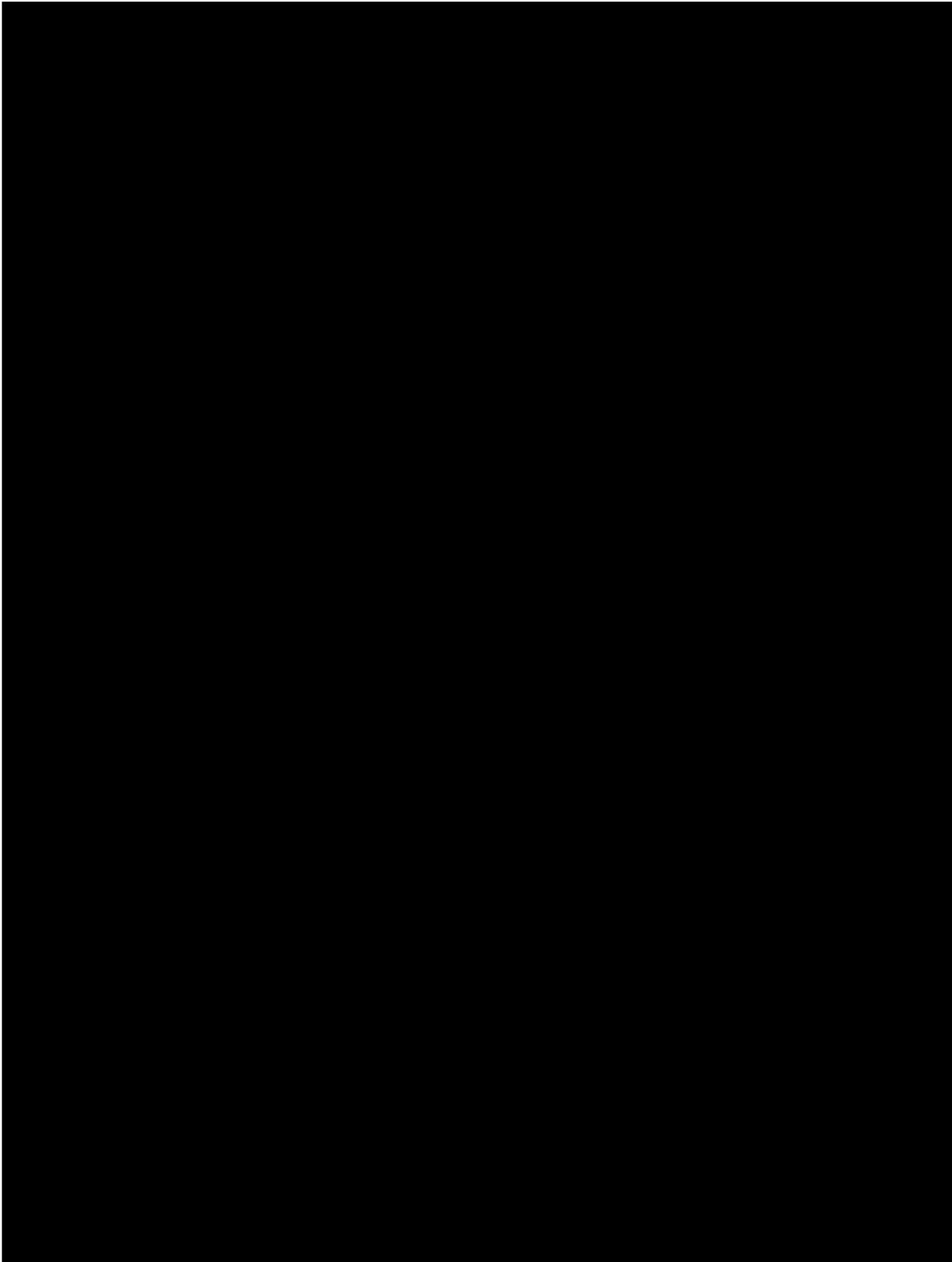
TENDERER RESPONSE / ADDITIONAL COMMENTARY
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Guidance to Tenderers:

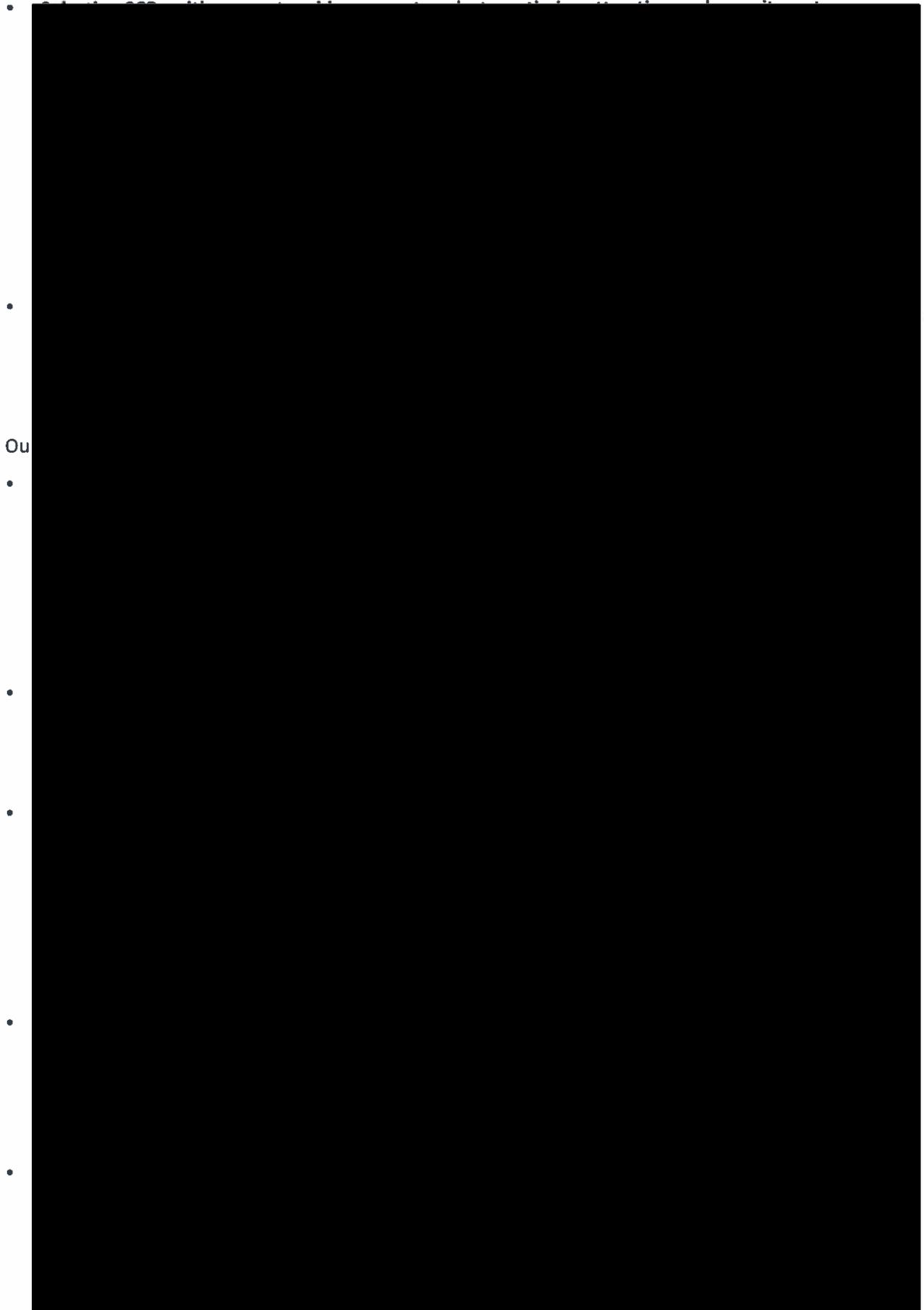
Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

Please see response on next page.

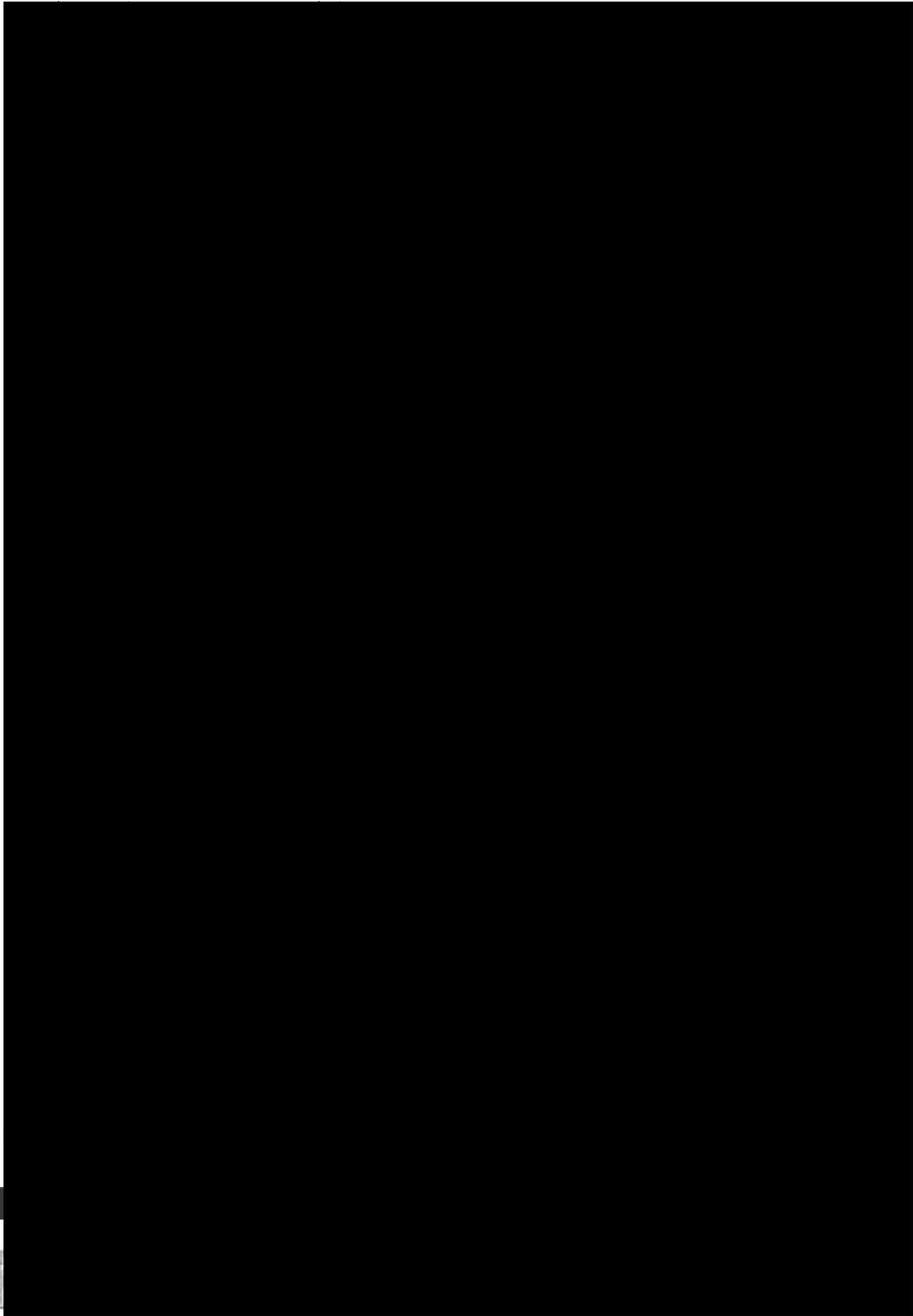
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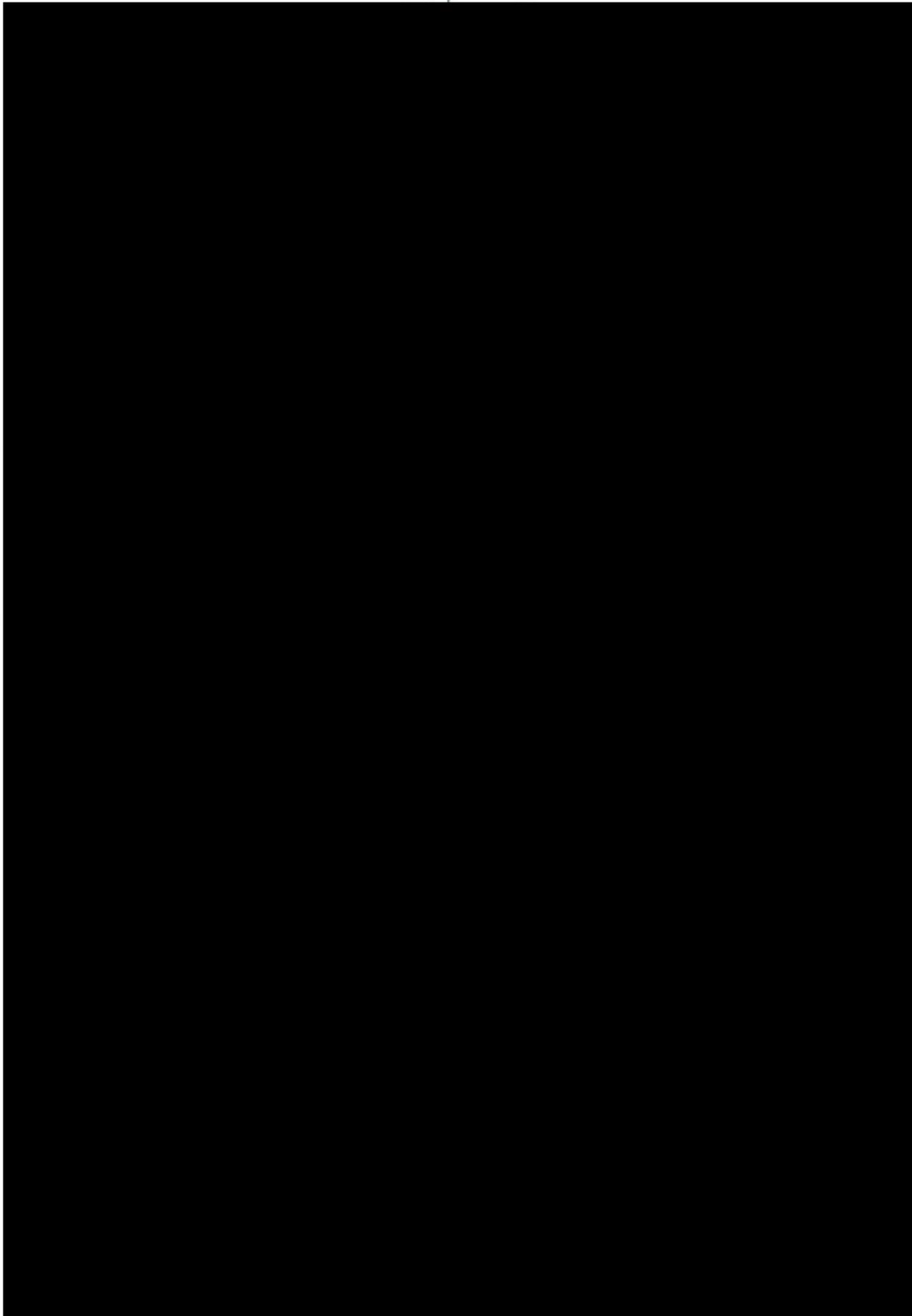
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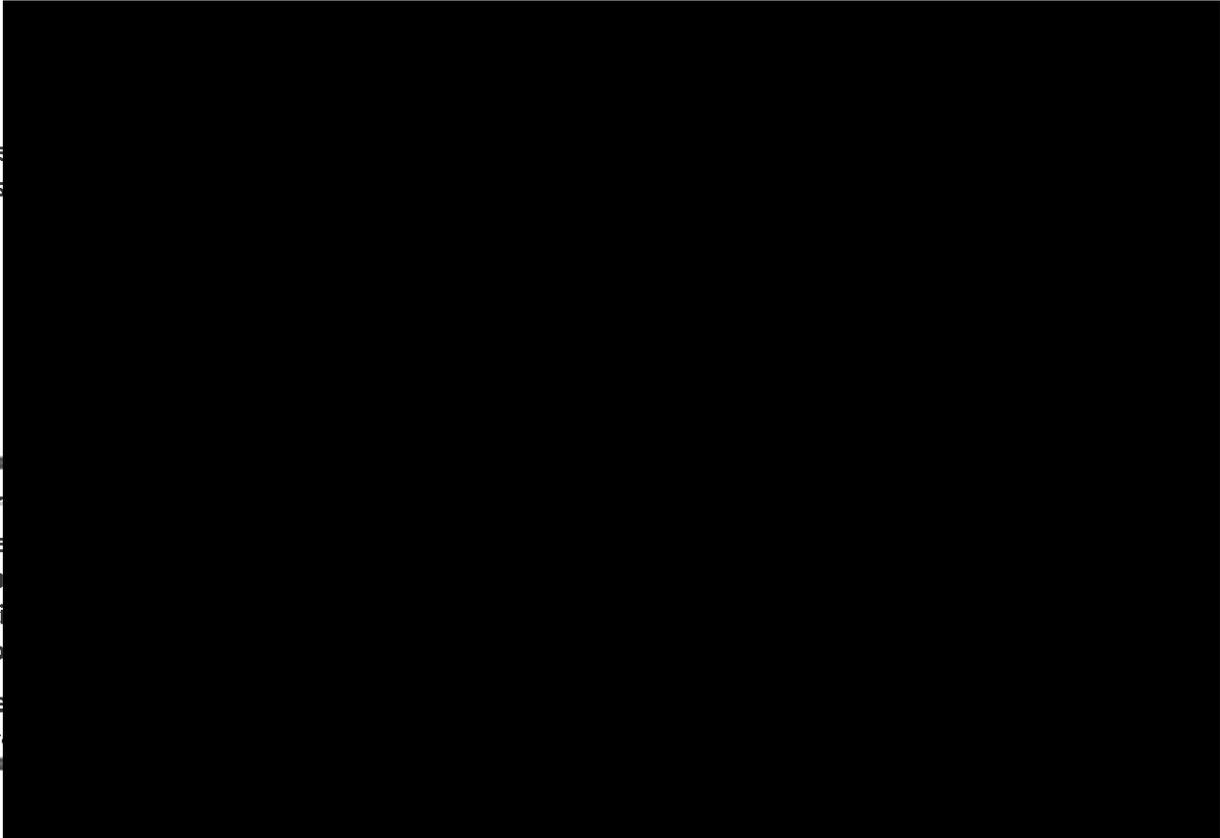
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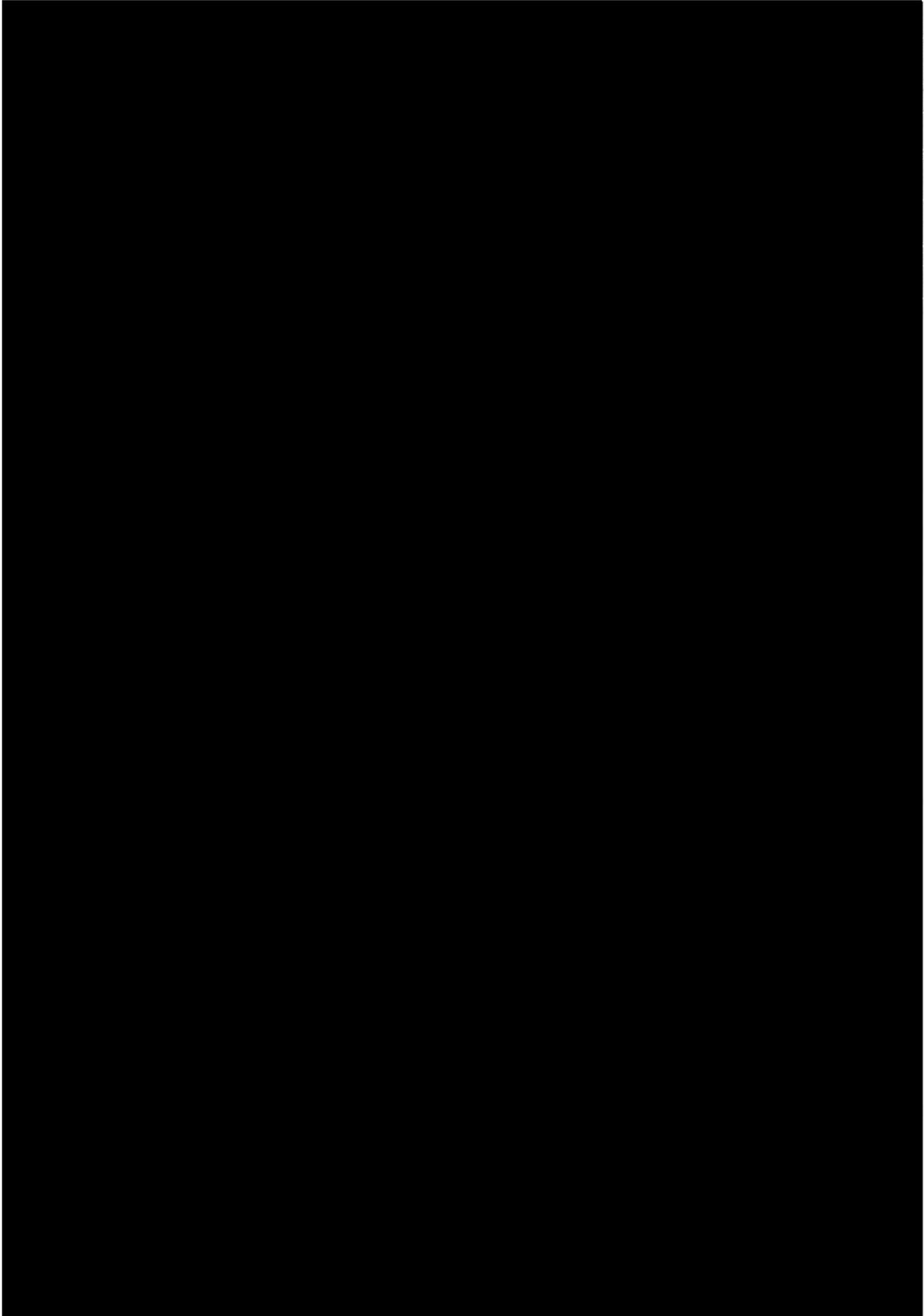
QUESTION	D.3	WEIGHT	15%	WORD LIMIT	2000
INFORMATION REQUEST	Tenderers are to detail their quality and process management procedures to ensure the service quality standards are delivered and maintained.				
SUBJECT	Management of Quality				
CRITERIA	<p>Seeks to establish that the Tenderer has a robust quality management strategy and related policies</p> <p>The Tender Response shows that it:</p> <ul style="list-style-type: none"> • Has a quality assurance regime that monitors, measures and ensures the quality of resources deployed in line with the Authorities quality standards in part B of the ITT • Has demonstrated within their plan the format and timing of Post Event Evaluations and how the information obtained will be used and shared to improve performance on an ongoing basis. • Has evidenced how they will ensure that all EXE meet minimum skill set and quality standards • Has a credible and sustainable training methodology and programme that recognises individual differences but maintains quality of service and the confidence of the individual resources. • Has a credible strategy and programme of ongoing performance management of EXE • Will ensure that every Support Worker assisting an EXE has a clear understanding of what is required from them and the limitation of their role/input. • Has a policy on how they or their supply chain will interact with and support the EXE on a regular basis to maintain their wellbeing. • Contribute more widely to the quality of inspection more widely through information sharing. 				

TENDERER RESPONSE / ADDITIONAL COMMENTARY

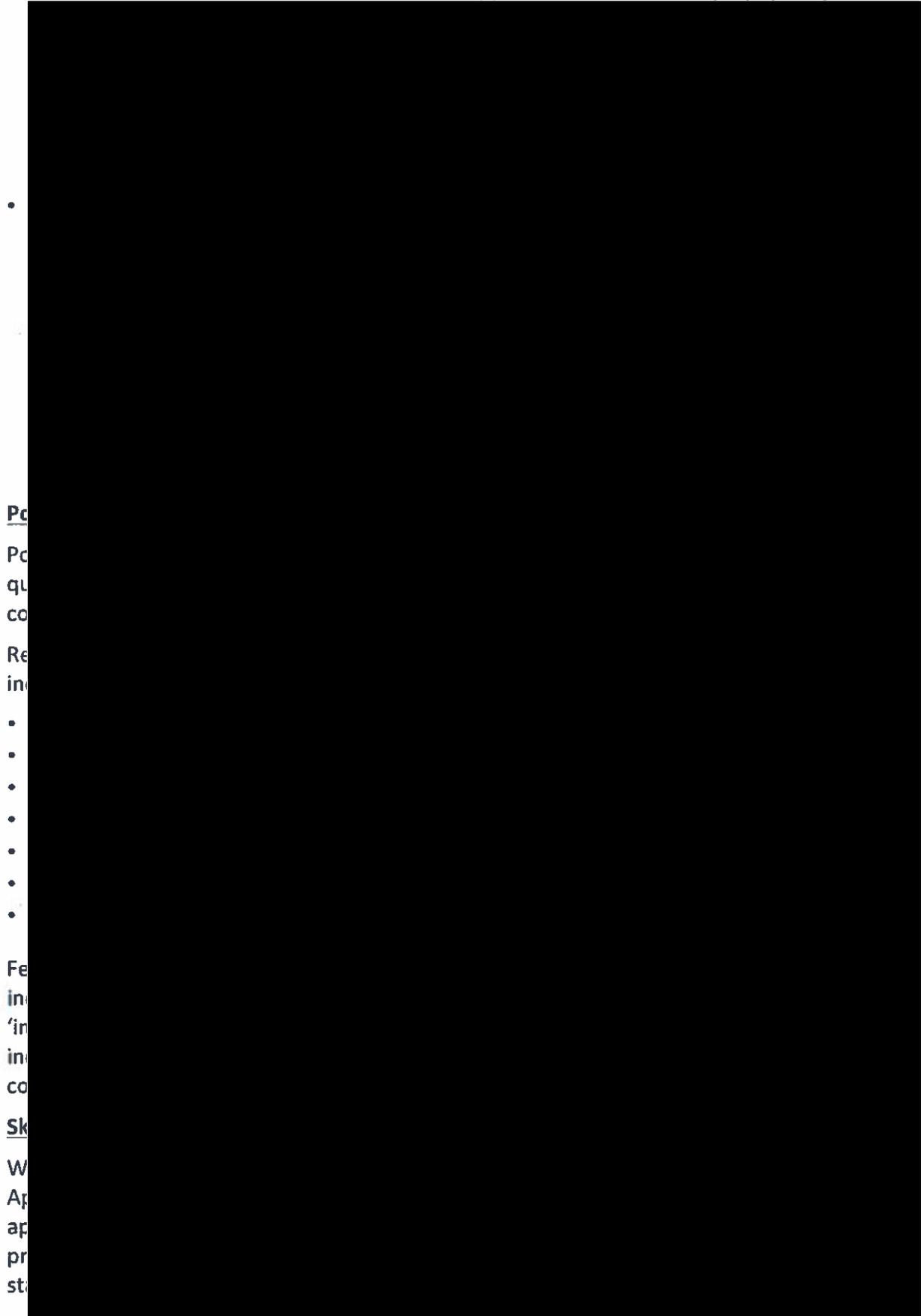
Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

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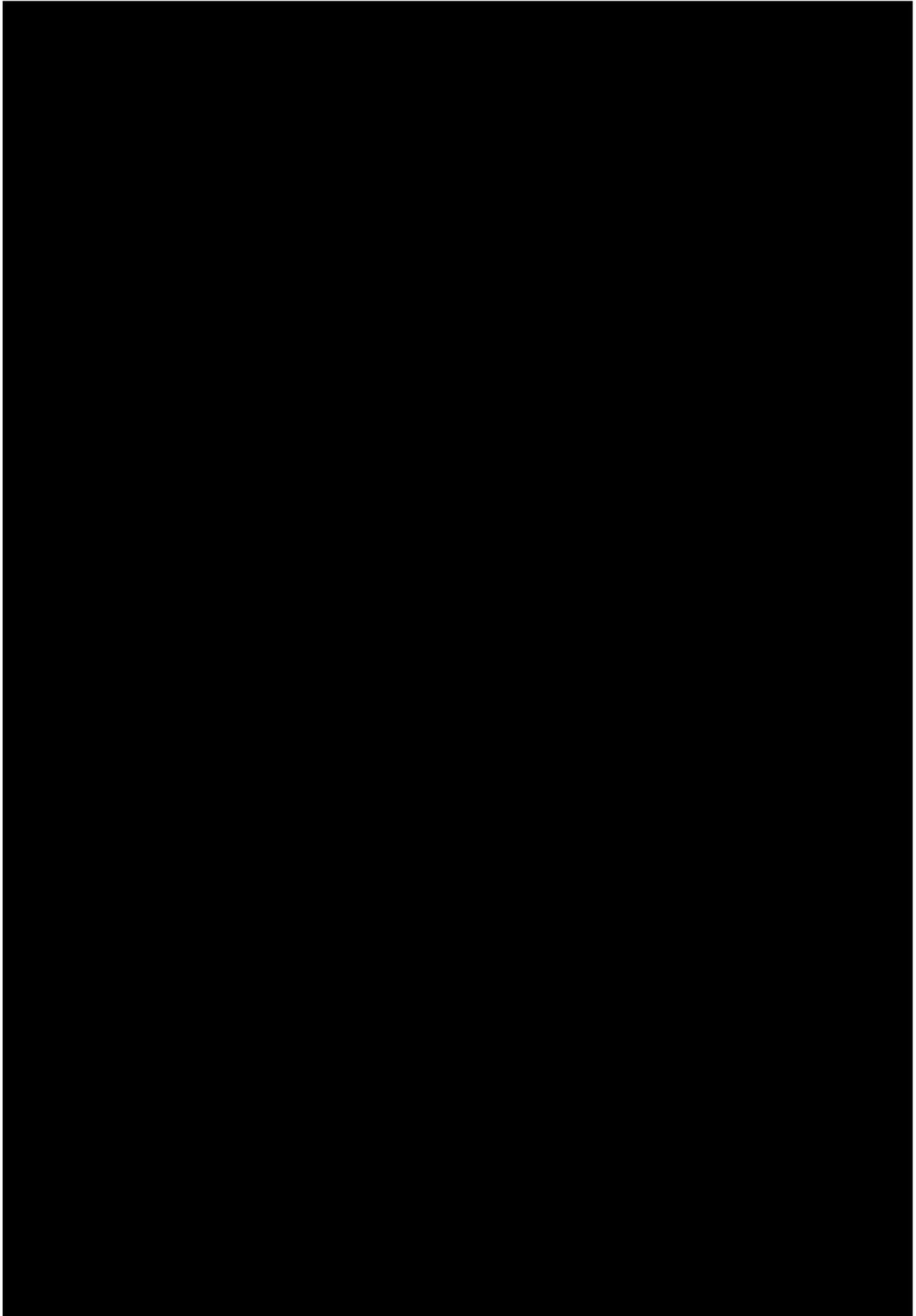
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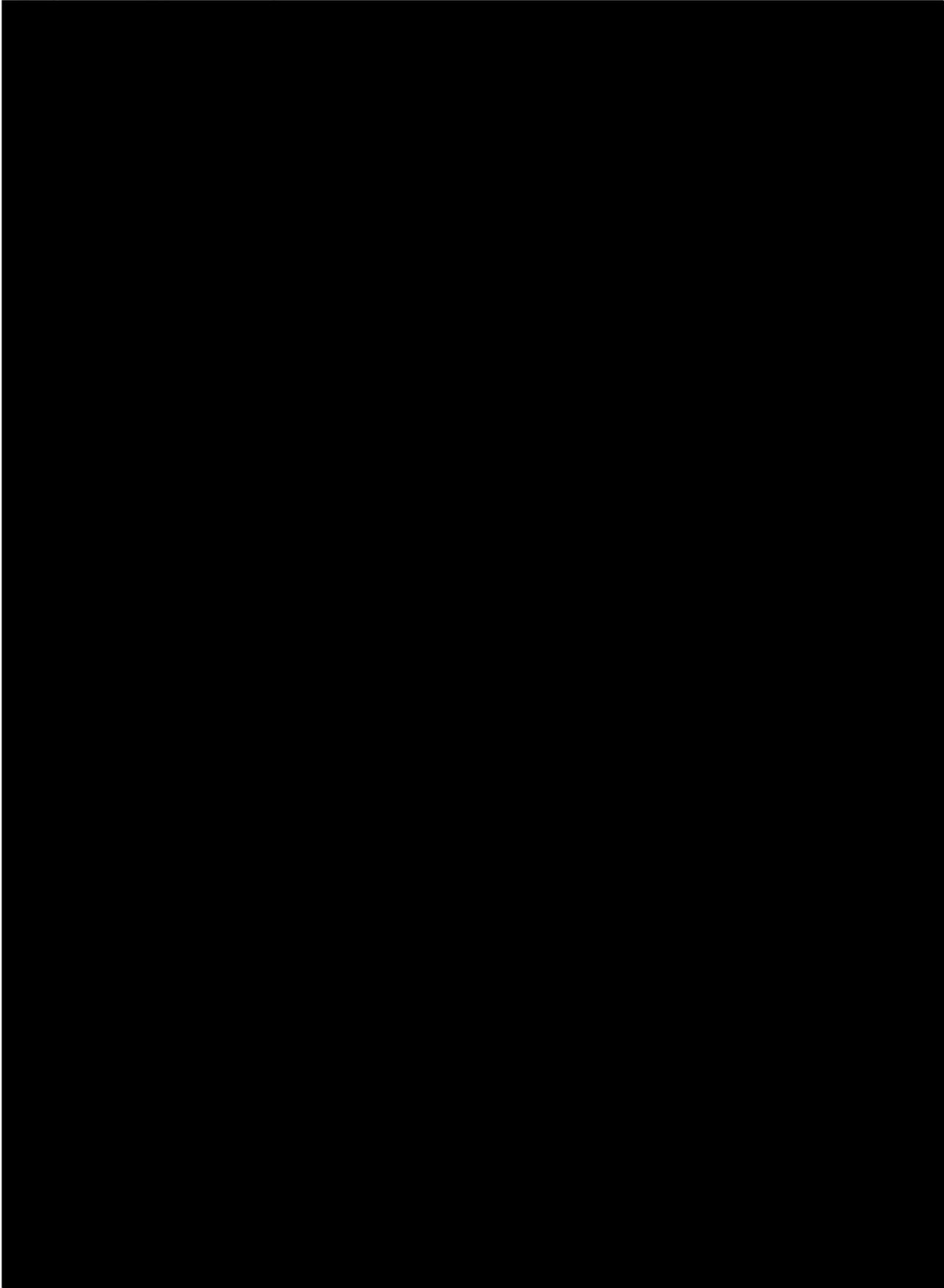
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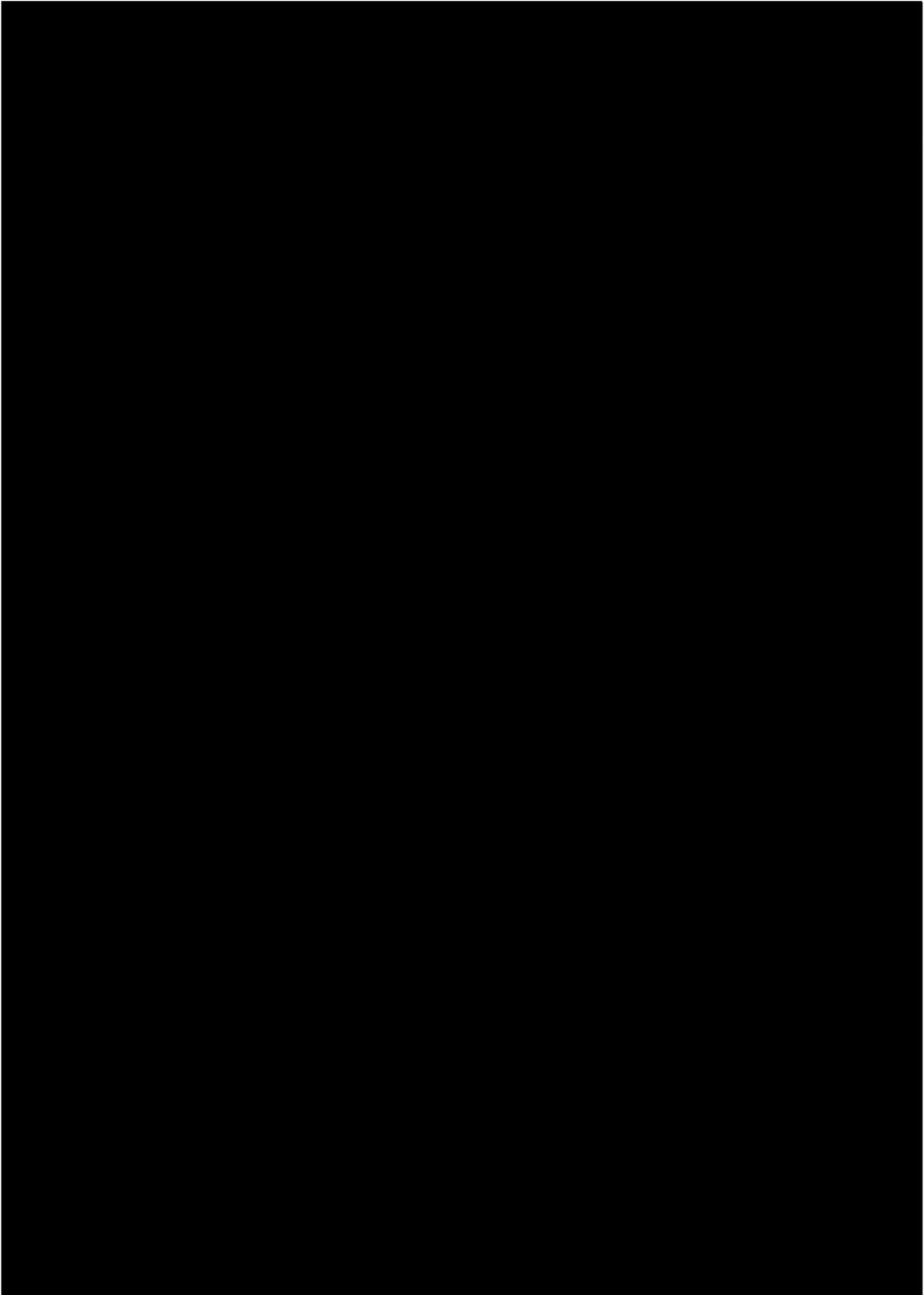
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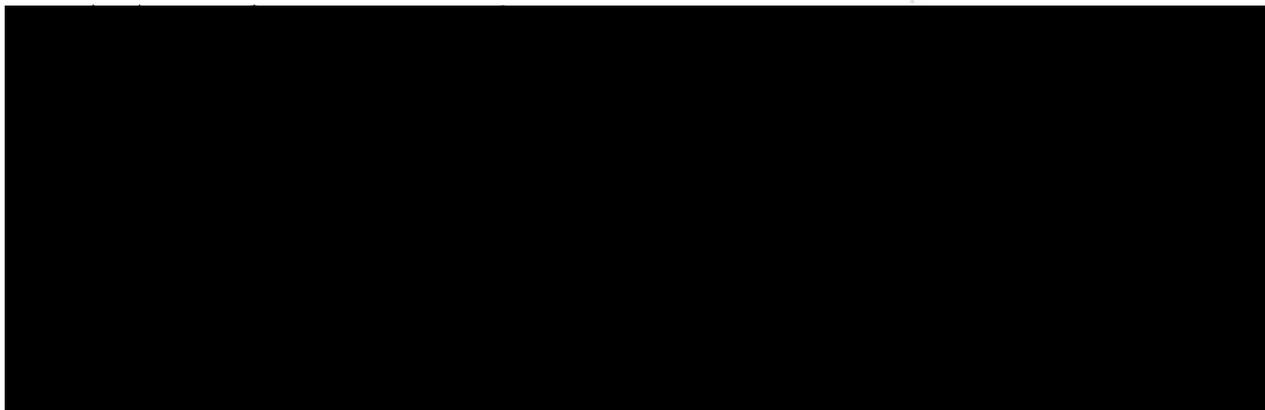
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QUESTION	D.4	WEIGHT	10%	WORD LIMIT	1500
INFORMATION REQUEST	Tenderers are to detail how they will ensure that EXE receive the right level of support prior, during and after an assignment to an Event				
SUBJECT	Logistics				
CRITERIA	<p>Seeks to establish the Tender Response has mechanisms in place that ensure the services are provided to the agreed locations with the appropriate support to enable them to carry out the event successfully</p> <p>The Tender Response shows that</p> <ul style="list-style-type: none"> • The Tenderer will demonstrate how they will ensure a robust logistical plan to ensure the deployment of resources to all activities in each event to time • The Tenderer will have a viable strategy that seeks to minimise the carbon footprint and environmental impact of the provision of services across each lot and or multiple lots. • The Tenderer will provide communication tools that facilitate the breadth of activity described to successfully deliver the events. • Has a policy on how they or their supply chain will interact with and support the EXE on a regular basis to maintain their wellbeing over time through logistical management 				

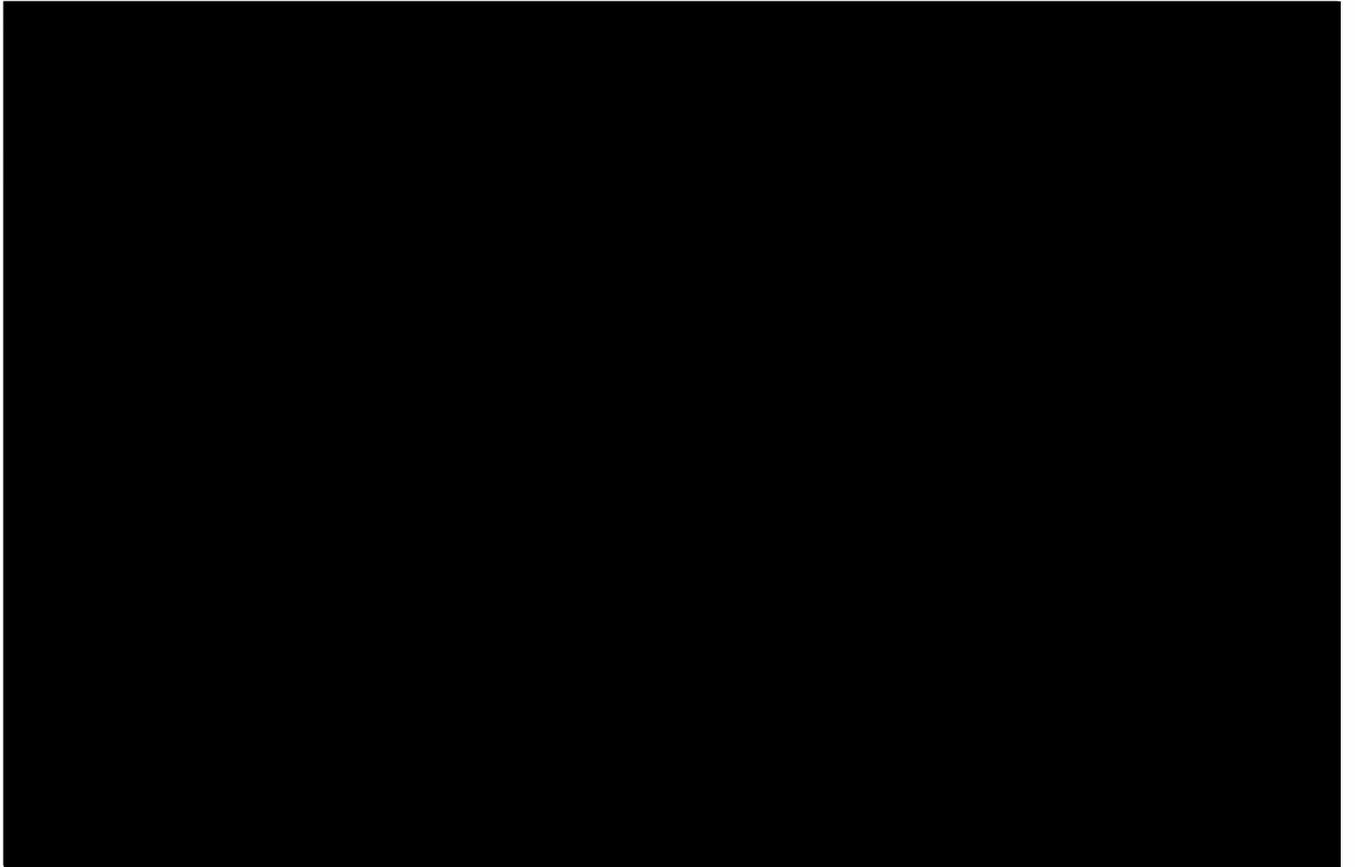
TENDERER RESPONSE / ADDITIONAL COMMENTARY

Guidance to Tenderers:

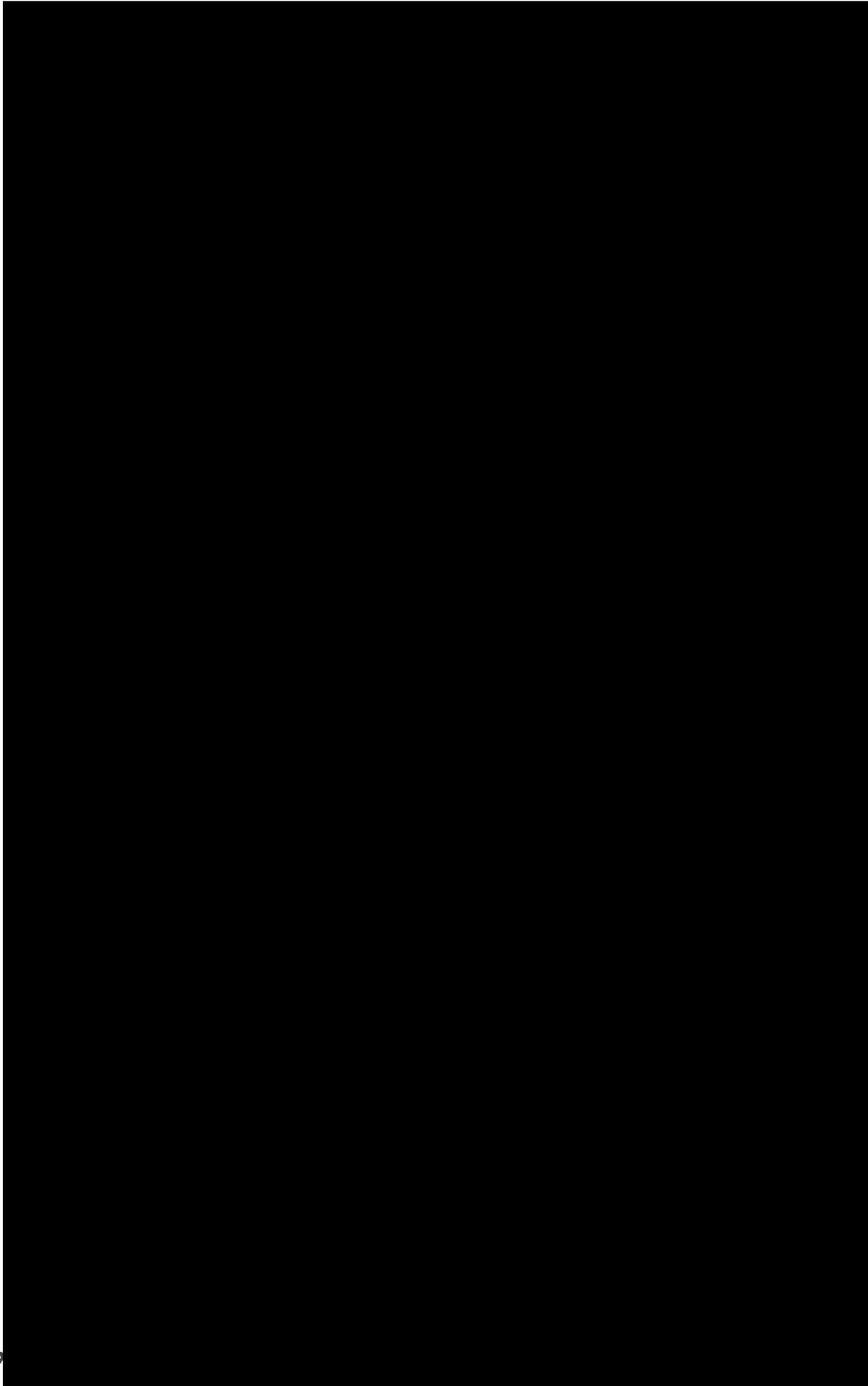
Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.



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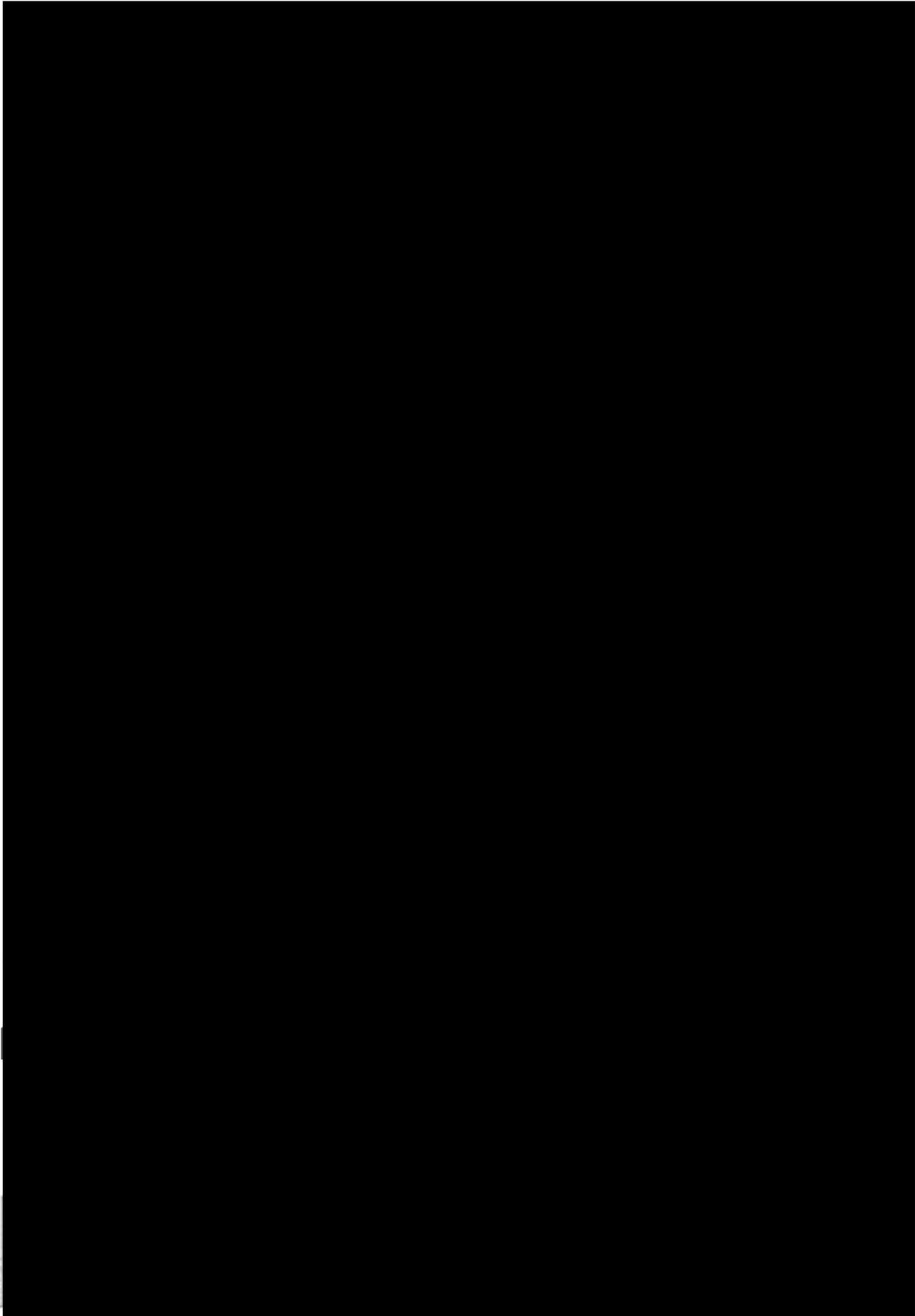
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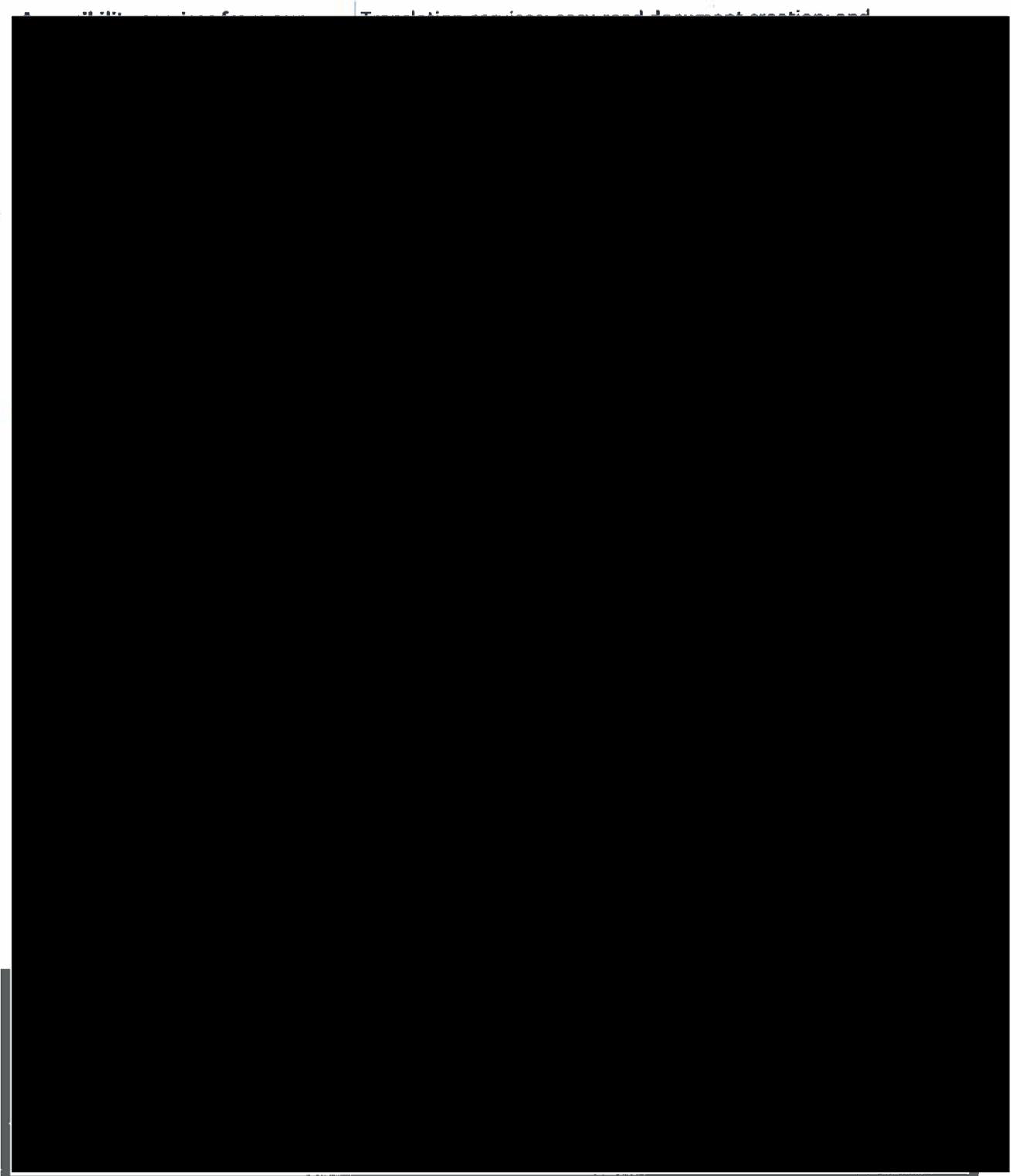
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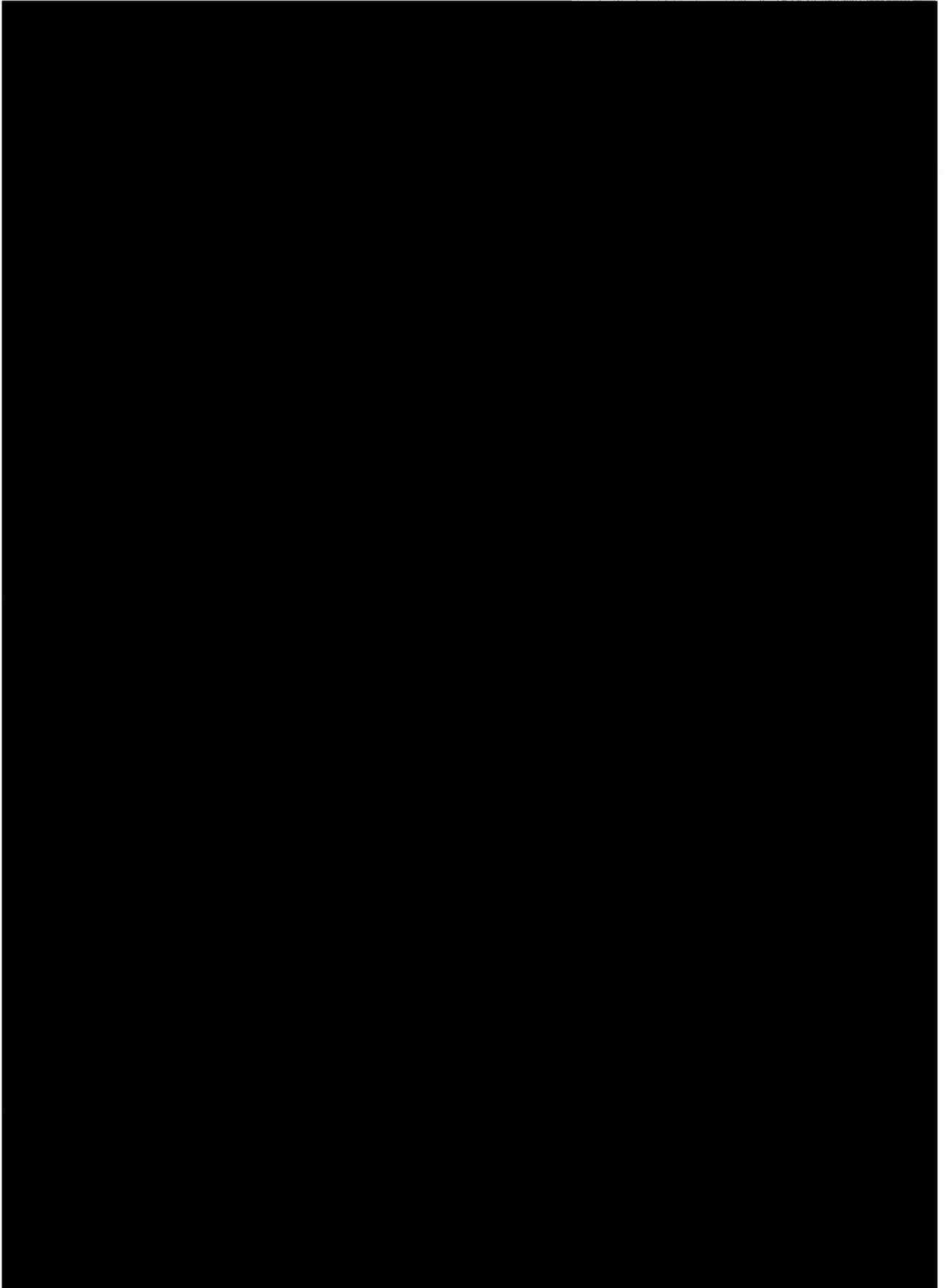
QUESTION	D.5	WEIGHT	15%	WORD LIMIT	2000
INFORMATION REQUEST	Tenderers are to detail their mobilisation/operational plan which will demonstrate how they or the sub-contractors will source, mobilise and deploy EXE to satisfy the Requirements.				
SUBJECT	Mobilisation and Deployment of EXE Resource				
CRITERIA	<p>Seeks to establish that the Tender Response has mechanisms, protocols in place to ensure that there is a pipeline of relevant resource for deployment to events in a timely way and in line with the profile of events</p> <p>The Tender Response demonstrates that the Tenderer has :</p> <ul style="list-style-type: none"> • A credible mobilisation/operational plan that demonstrate how the Tenderer will flex to meet the profile of events set by the Authority. • Ensure the use of the Authority's National Resource Planning System for scheduling, allocating and assigning EXE resource to Events • Evidenced a clear understanding of the different types of Event (see Part B of the ITT, Annex 4) and the associated roles and responsibilities of the EXE and how they will select the most suitable EXE for each Event type • Has in place clear policies and protocols to ensure the quality of service to all events • How the tenderer intends to maintain the confidence of individual resources in readiness for deployment. • How their deployment model would ensure the delivery of quality services to focused inspections. • A robust organisation management structure that is capable of managing the breadth of the services required. • Has identified and proposes suitable management of the delivery risk 				

TENDERER RESPONSE / ADDITIONAL COMMENTARY

Guidance to Tenderers:

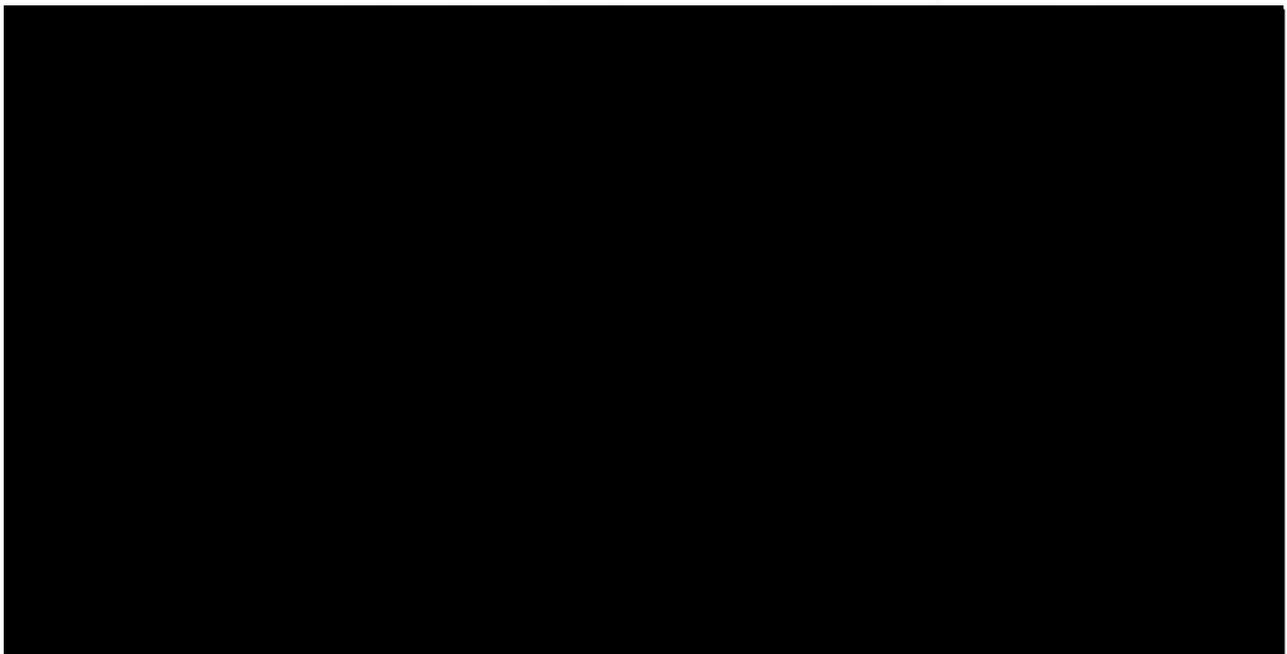
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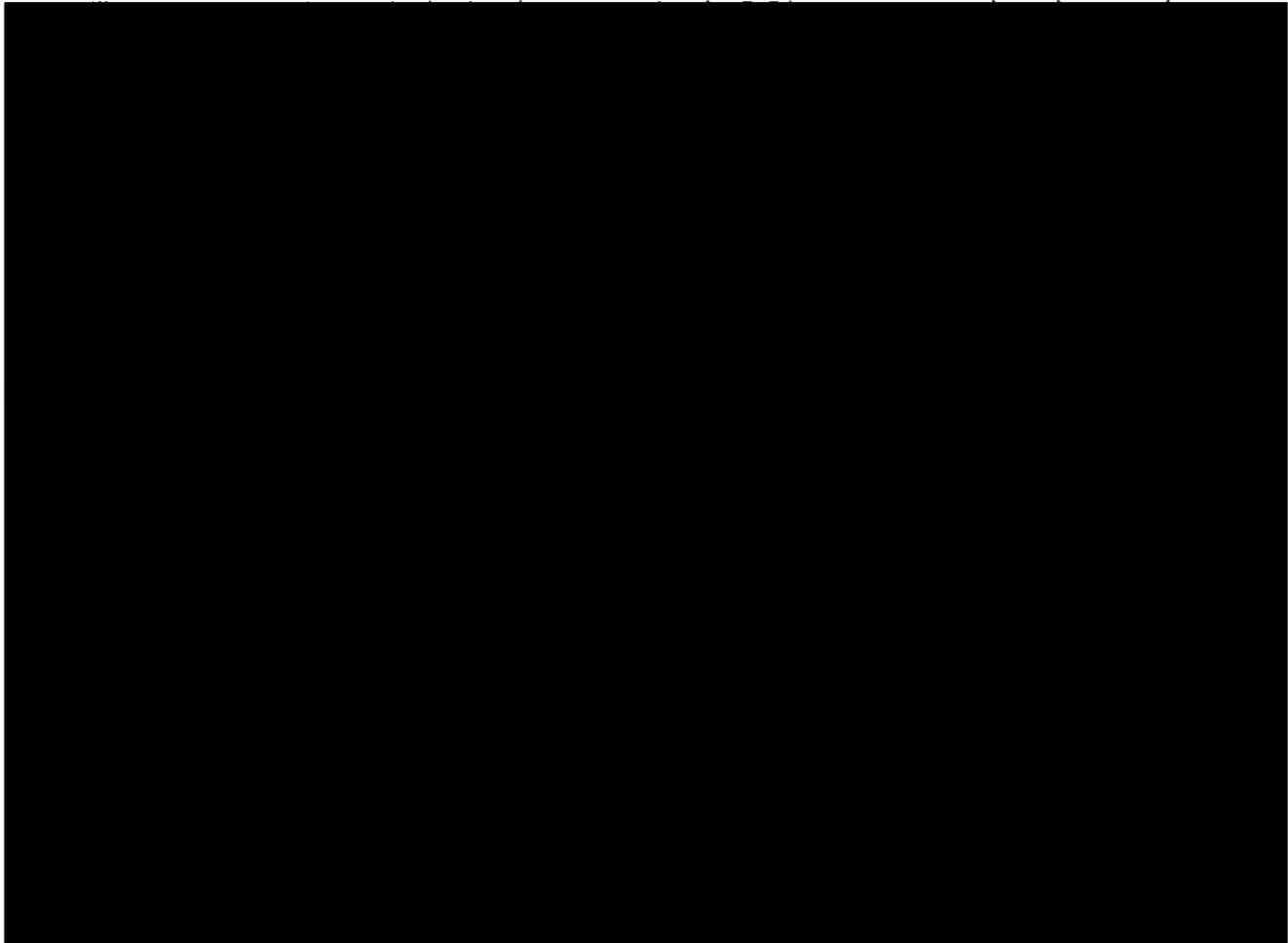
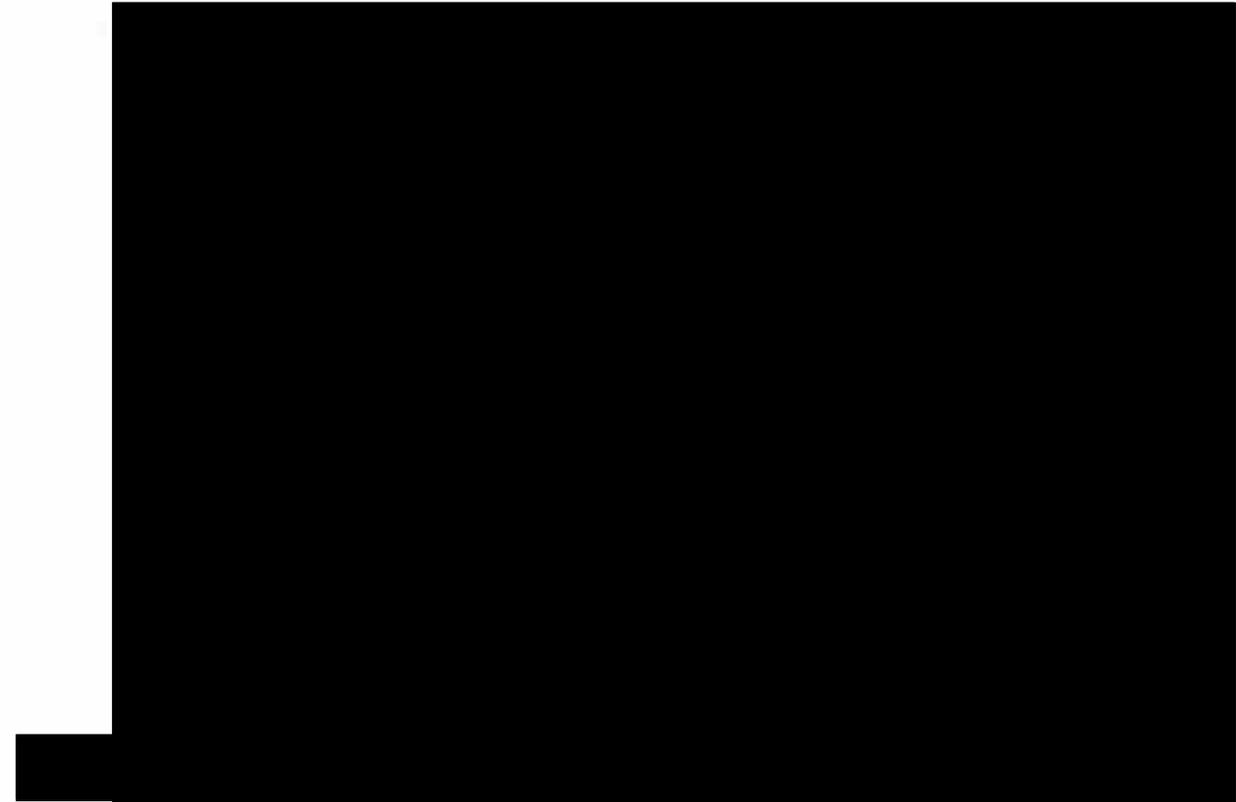


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Event Type	ExE Roles & Responsibilities	Additional Characteristics Sought for suitability
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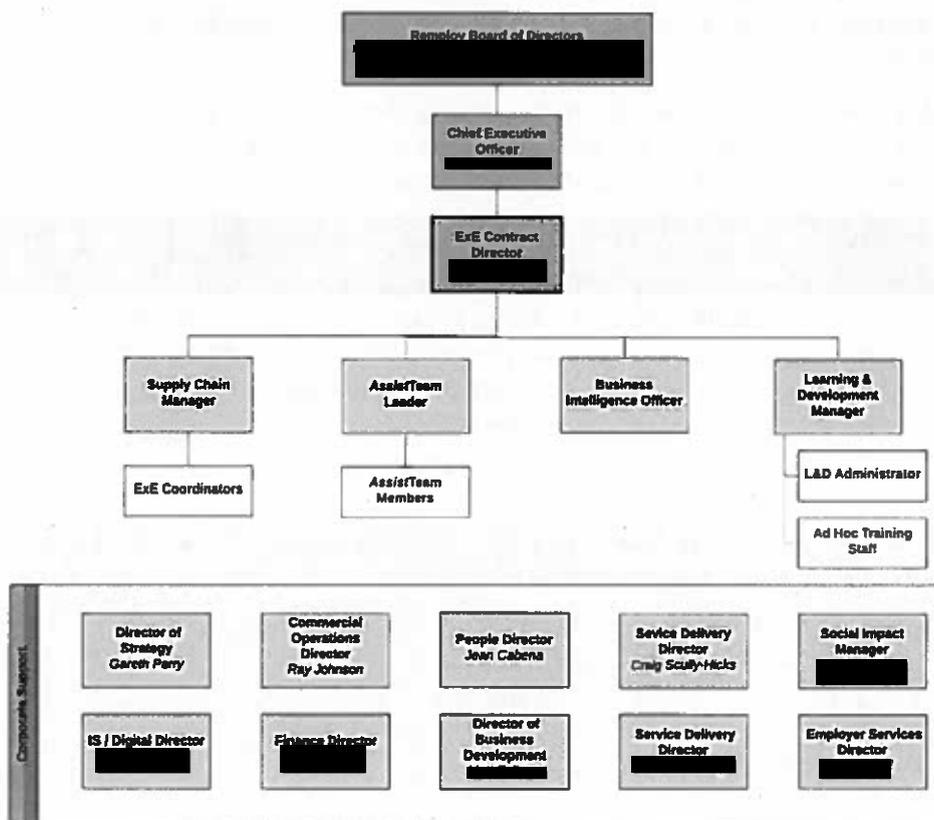
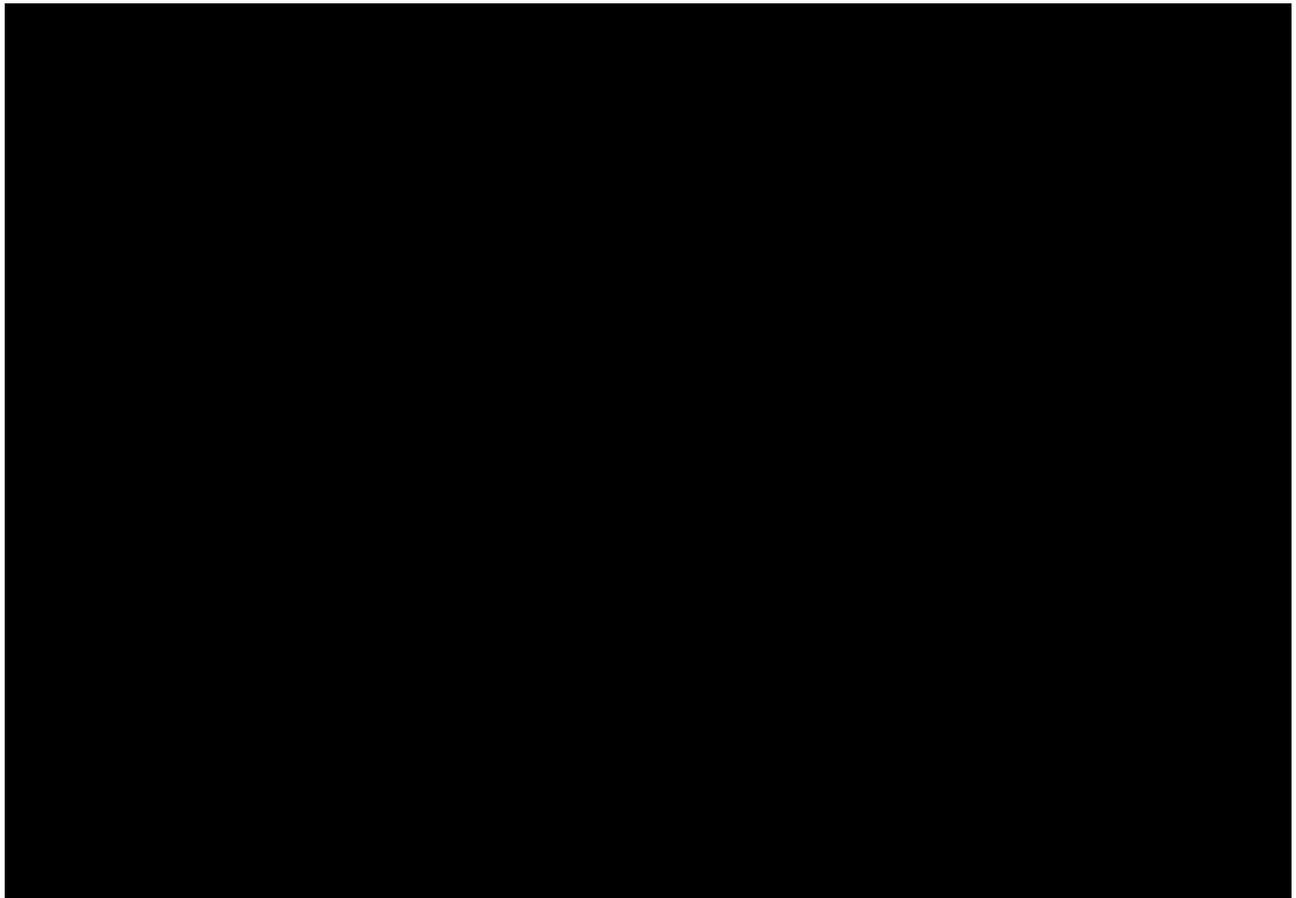
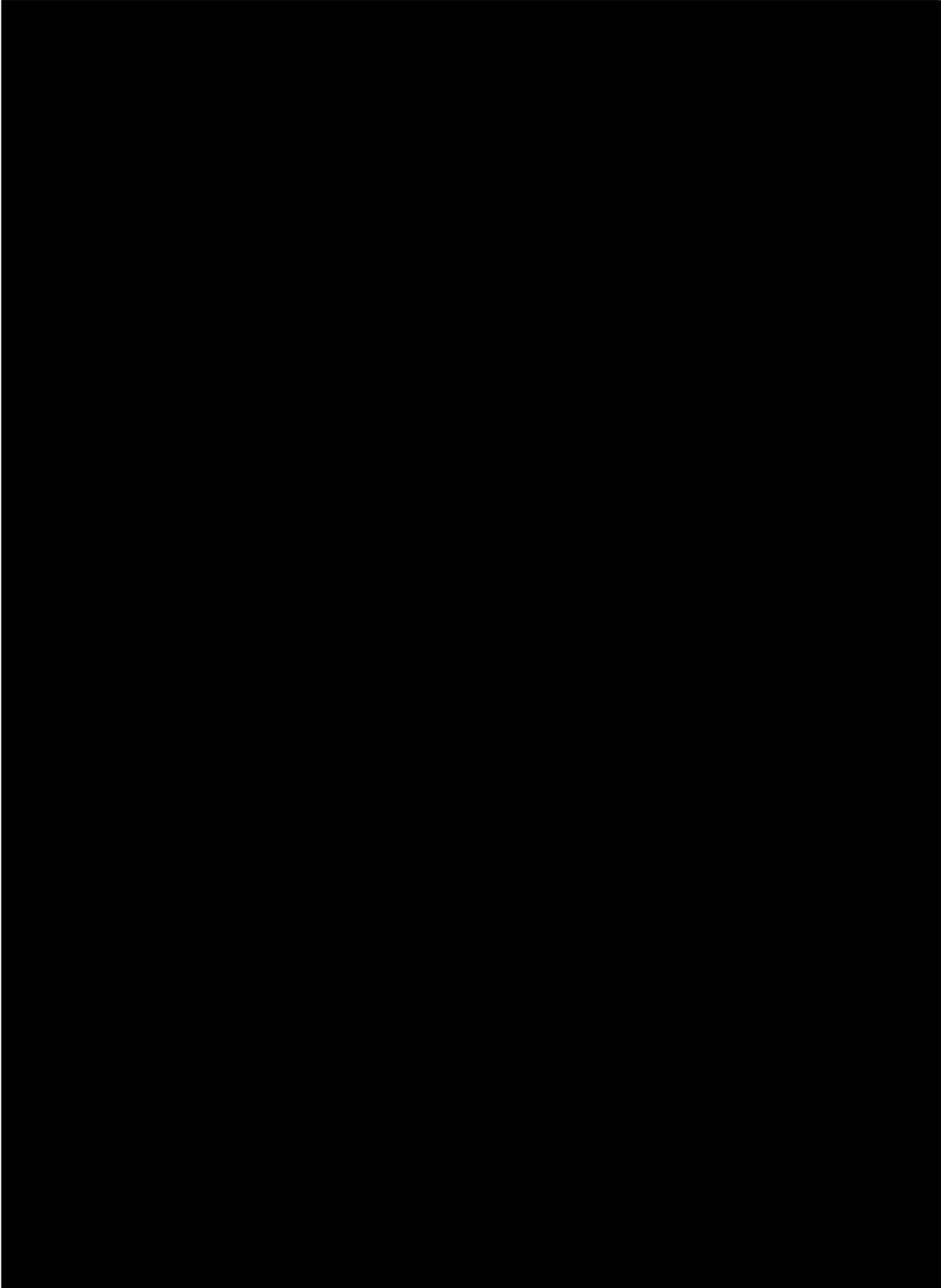


Exhibit D5.3 – Robust Organisational Management Structure

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QUESTION	D.6	WEIGHT	5%	WORD LIMIT	N/A
INFORMATION REQUEST	<p>Tenderers must provide an outline transition implementation plan to indicate its plans for the transition from contract award into the new contract delivery phase.</p> <p>Tenderer's should demonstrate how they will:</p> <p>Ensure they achieve the increased volumes of EXE during the first three months of the Contract as outlined in Annex1 Part B of the ITT</p>				
SUBJECT	Transition Implementation Plan				
CRITERIA	<p><u>TENDERERS TO NOTE</u></p> <p>This criterion will be determined through presentation and is not required for the submission of the ITT. Tenderers will be expected to bring a written account to the presentation</p>				

TENDERER RESPONSE / ADDITIONAL COMMENTARY

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

We acknowledge the Authority's statement above that this response is not required for the submission of ITT.

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QUESTION	D.7	WEIGHT	5%	WORD LIMIT	500
INFORMATION REQUEST	The Tenderer must outline the processes it proposes to use in order to ensure that continuous improvement in line with Part B of the ITT, Schedule1 (Specification), paragraph 7 and any other pertinent aspects of the Specification to be delivered over the life of the contract with a view to reducing costs and improving the quality and efficiency of the services.				
SUBJECT	Continuous Improvement				
CRITERIA	<p>Seeks to establish that the Tenderer will implement a robust approach to continuous improvement during the life of the contract not limited to the current content of the ITT requirement</p> <p>The Tender Response shows that it has robust processes in place to:</p> <ul style="list-style-type: none"> • demonstrate how targets for improvement will be set, monitored and reported • pro-actively seek and identify opportunities for cost savings and service improvements in every aspect of contract delivery, • manage implementation of any agreed changes to achieve these, <p>Manage any risks effectively, and without compromising on any of the performance standards set for the contract.</p>				

TENDERER RESPONSE / ADDITIONAL COMMENTARY

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

Please see response on next page.

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QUESTION	D.8	WEIGHT	5%	WORD LIMIT	500
INFORMATION REQUEST	The Tenderer must outline how a social value improvement plan for the life of the contract				
SUBJECT	Social value				
CRITERIA	Seeks to establish that the Tenderer will be committed to a positive social impact The Tender Response addresses the requirements as set out in paragraph 8 in part B of the ITT				

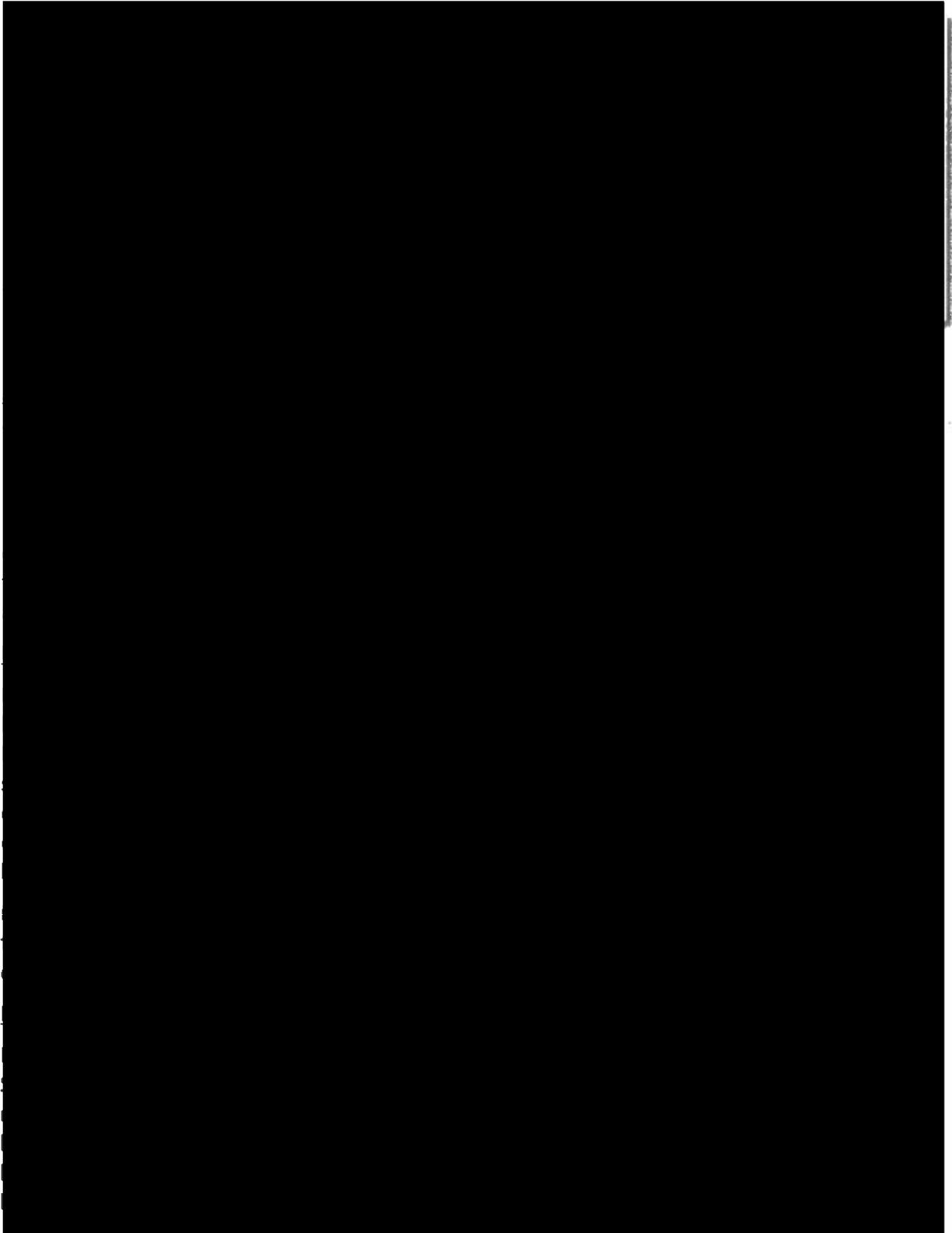
TENDERER RESPONSE / ADDITIONAL COMMENTARY
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Guidance to Tenderers:

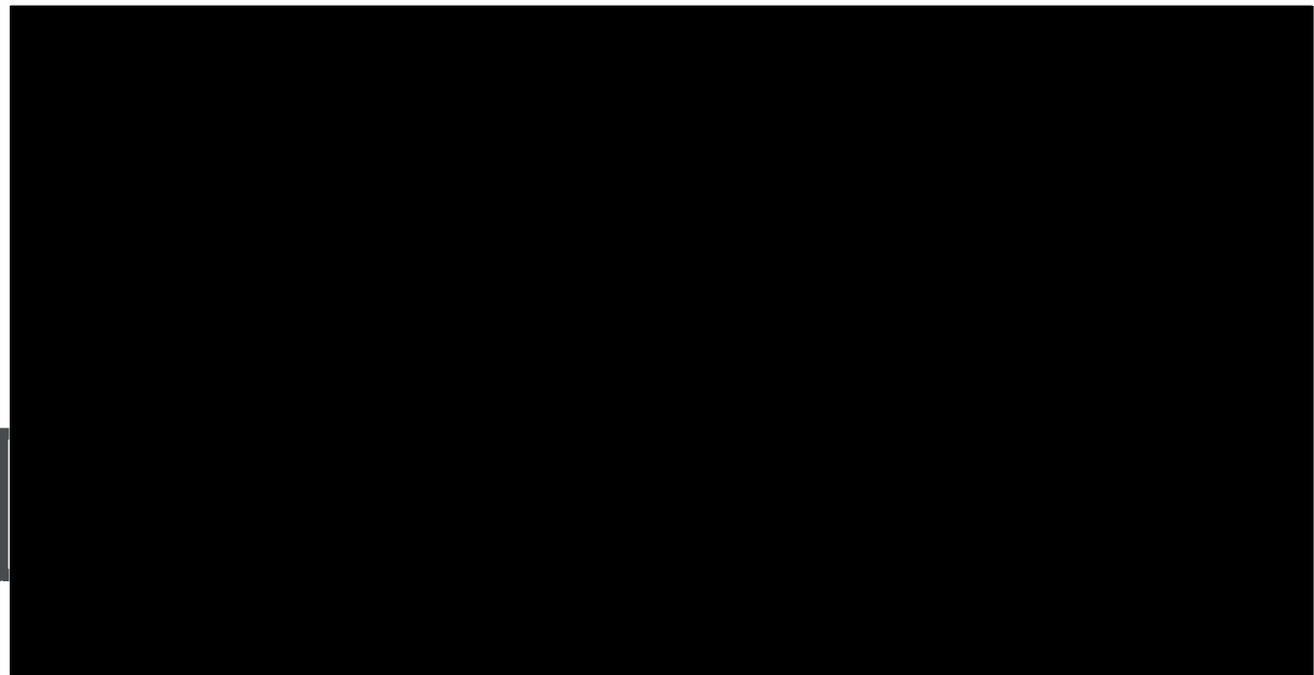
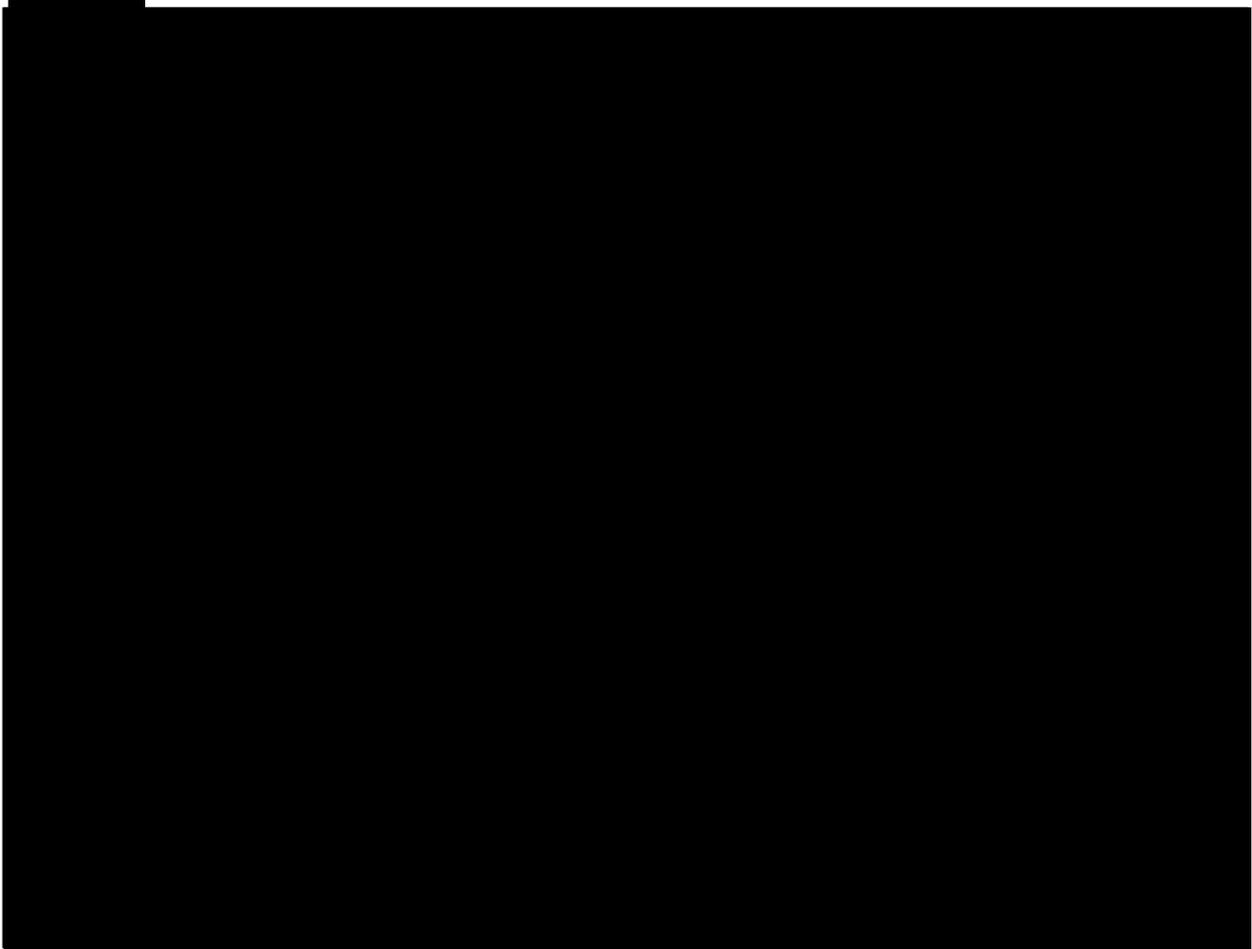
Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, Section One of the tender.

Please see response on next page.

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QUESTION	D.9	WEIGHT	n/a	WORD LIMIT	750
INFORMATION REQUEST	Tenderers must identify any areas of Authority responsibility NOT already detailed within the Specification				
SUBJECT	Authority responsibilities				
CRITERIA	<p>Seeks to ensure that the Tenderer is not seeking to transfer unreasonable, material, additional costs or increased risk back to the Authority</p> <p>The Tenderer response does not impose additional material and adverse risk, responsibility or cost onto the Authority.</p>				

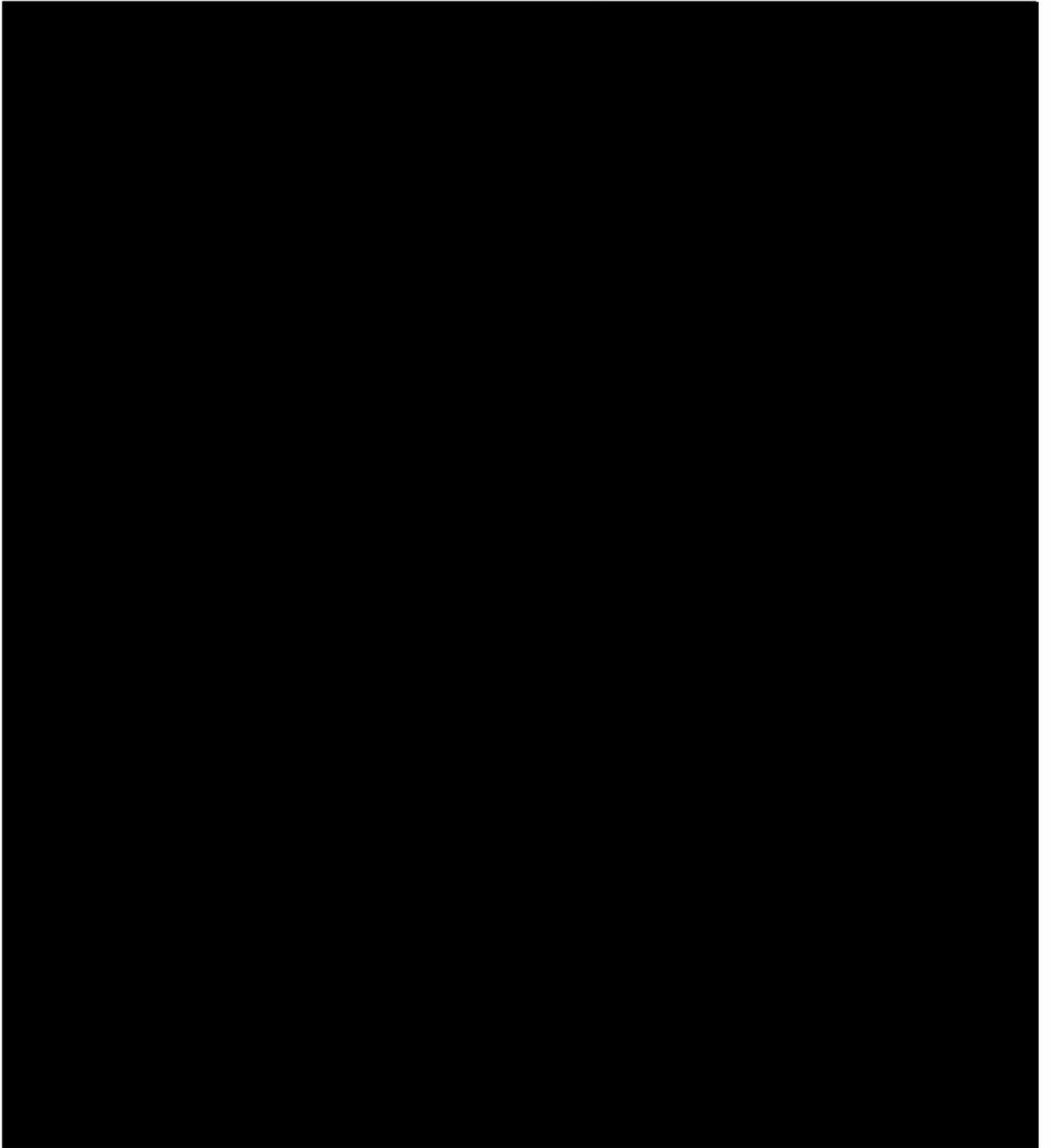
TENDERER RESPONSE / ADDITIONAL COMMENTARY
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Please see response on next page.

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SCHEDULE FOUR – CONFIDENTIAL & COMMERCIAL SENSITIVE INFORMATION

1. General

- 1.1 All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
- 1.2 The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
- 1.3 The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.

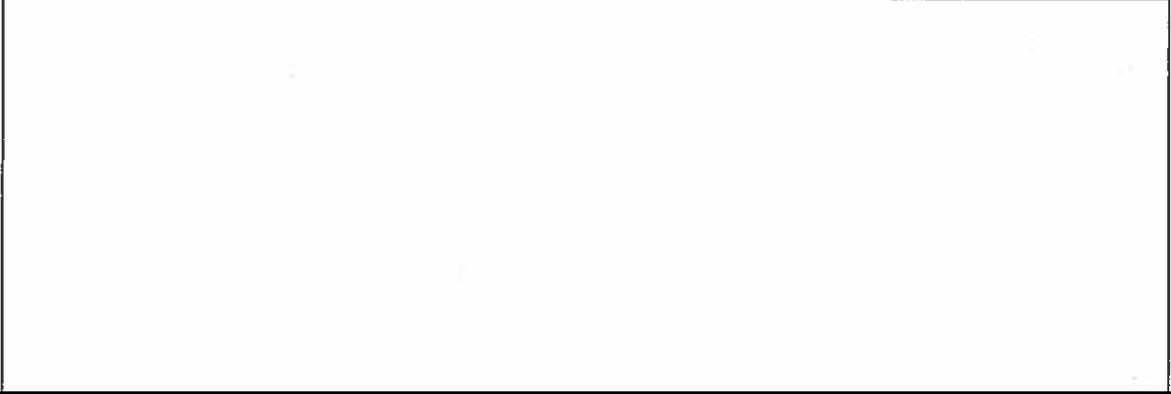
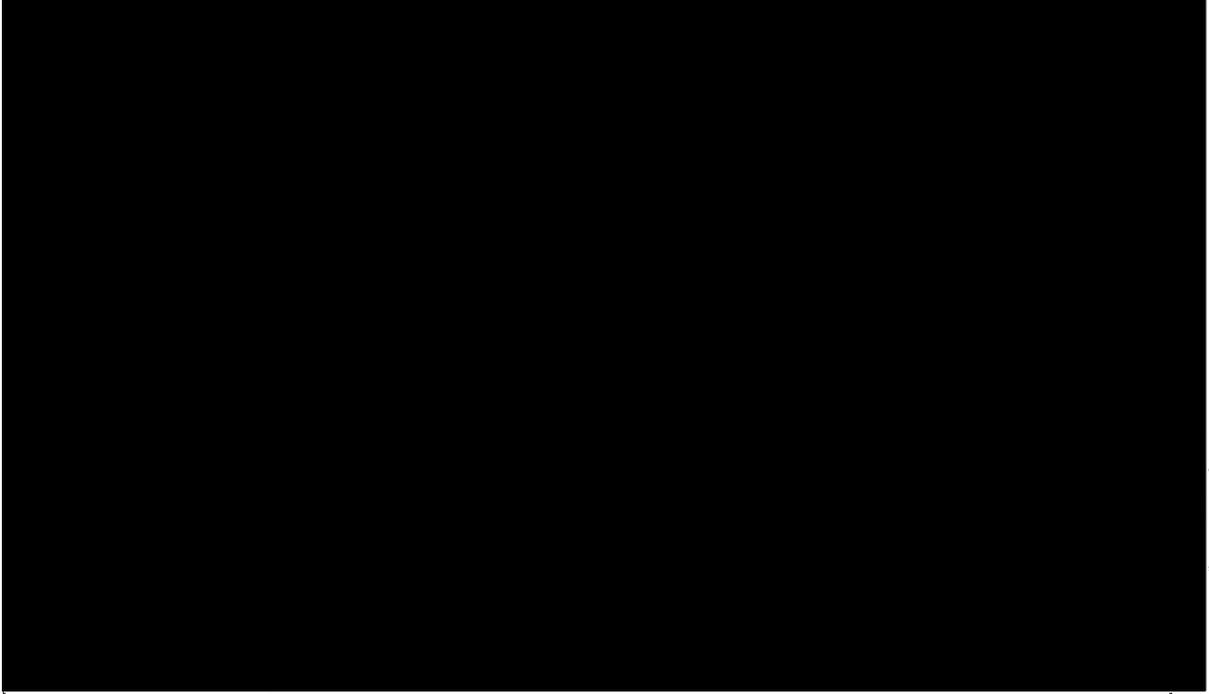
2. Types of Information that the Contractor Considers to be Confidential

- 2.1 Type 1: Confidential information:

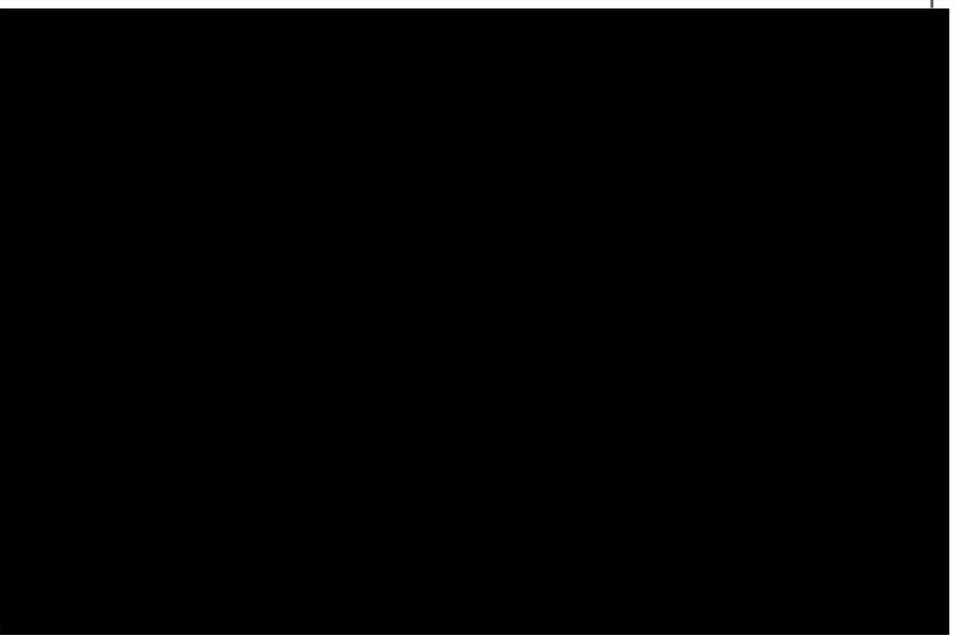
INFORMATION CONSIDERED CONFIDENTIAL	REASON FOR FOIA EXEMPTION (INCLUDE PARAGRAPH REFERENCE)	PERIOD EXEMPTION IS SOUGHT (MONTHS)
[Redacted Content]		

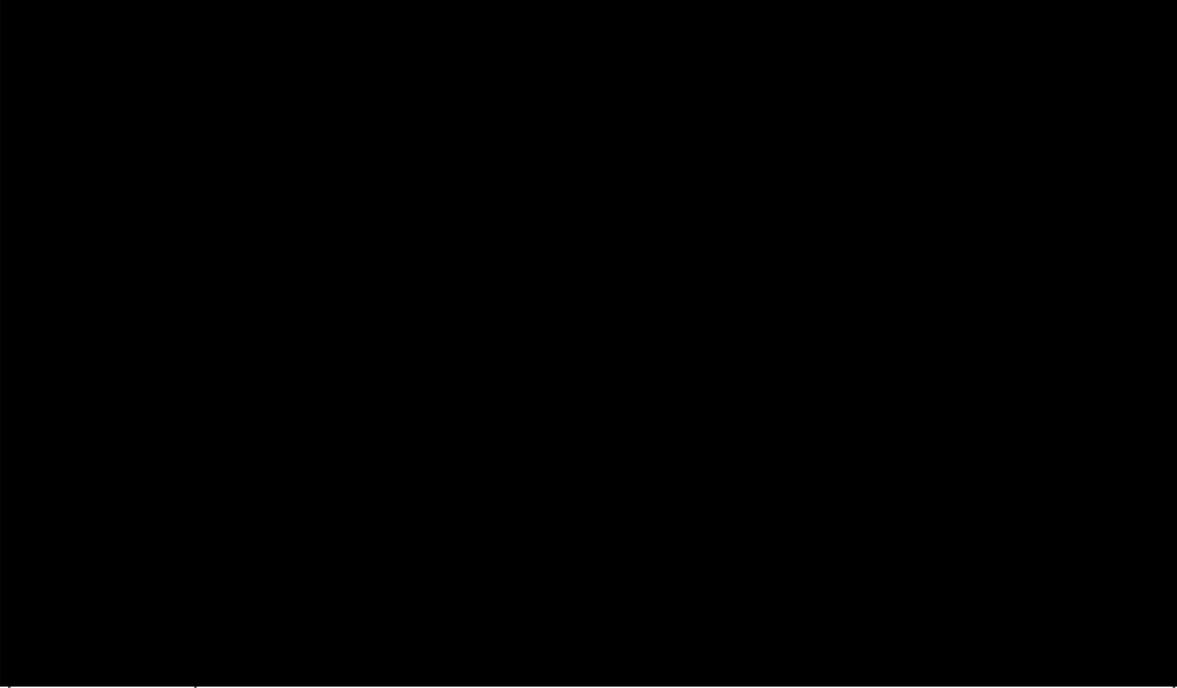
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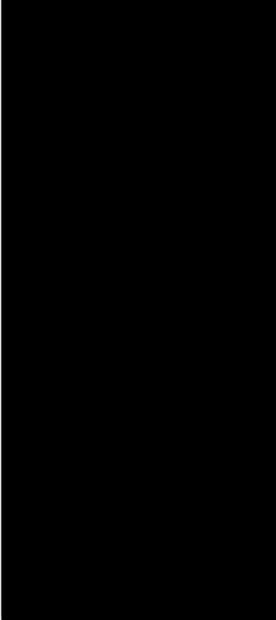
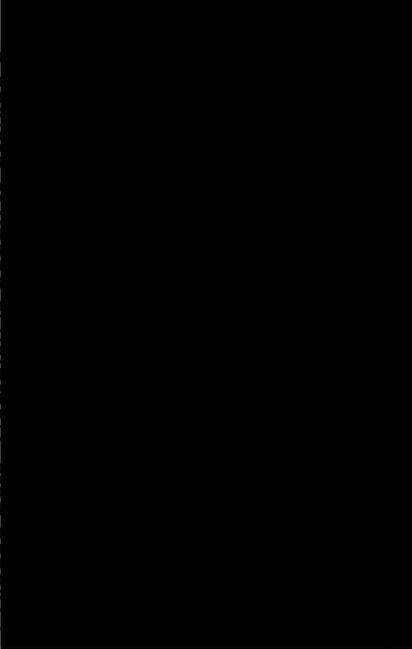
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2.2 Type 2: Commercially sensitive information:

Open Tender Pack
(Part B – Schedule Four)

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INFORMATION CONSIDERED COMMERCIALY SENSITIVE	REASON FOR FOIA EXEMPTION (INCLUDE PARAGRAPH REFERENCE)	PERIOD EXEMPTION IS SOUGHT (MONTHS)
		

SCHEDULE FIVE – ADMINISTRATIVE INSTRUCTIONS

1. AUTHORISATION

- 1.1 The person shown below shall act as the Authority's Representative in all matters relating to the Contract:

NAME	To be confirmed at Contract Award
CONTACT DETAILS	To be confirmed at Contract Award

- 1.2 The Authority's Representative may authorise other officers to act on their behalf.

2. NOTICES

- 2.1 Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
- 2.2 Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.

3. ADDRESS FOR INVOICES

- 3.1 All invoices shall be sent to the Department addressed to:

To be confirmed at Contract Award

- 3.2 NB. Invoices must be sent to Accounts Payable at the above address, and must not be sent to the Authority's Representative.

4. CORRESPONDENCE

- 4.1 All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

To be confirmed at Contract Award

- 4.2 All correspondence to the Contractor shall be sent to the following address:

**Remploy Limited
18C Meridian East
Meridian Business Park
Leicester
LE19 1WZ
For the attention of Matthew Fellows**

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APPENDIX A – SUB-CONTRACTORS

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

NAME & ADDRESS OF SUB-CONTRACTOR		TYPE OF EX BY EX (ANNEX 1, ITT PART B)	PERCENTAGE OF TOTAL VOLUME OF EX BY EX	PROVIDE LATEST YEAR'S TURNOVER
NAME:	[REDACTED]	FCD – Family carers of people with dementia FCOP – Family carers of older people who use regulated services LD – People who have a learning disability, people who have a dual diagnosis of LD and MH, people with Autism FCLDC – Family carers of people who have severe learning disabilities and/or behaviour that is considered to be challenging	[REDACTED]	[REDACTED]
ADDRESS:				
NAME:	[REDACTED]	D – People in the early stages of dementia OP – Older people who use regulated services	[REDACTED]	[REDACTED]
ADDRESS:				
NAME:	[REDACTED]	CYP – Children and young people who use health, mental health or care services, or are family carers		

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APPENDIX B – PARENT COMPANY GUARANTEE

PLEASE SEE ATTACHED SEPARATELY.

Tenderers should provide a copy of this form only if a Parent Company Guarantee (PCG) is required. This should be provided on appropriate letter-headed paper and as a separate document.

Those organisations that DO NOT require a PCG (to demonstrate financial standing) tick this box:

PROVISION OF Expert by Experience Services

With reference to the tender for the above services submitted by [insert name of Contractor] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of The Secretary of State for Health, (hereinafter referred to as "the Authority") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Authority.

These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by:

Position:

Name:

Date:

For and on behalf of [insert name of the Contractor's ultimate holding company]

APPENDIX C – CONFLICTS OF INTEREST

Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.

Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed*:

If you **DO NOT** have any conflicts to declare, please tick this box:

-
- Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.

SCHEDULE SIX – FORM OF TENDER

Declaration

PROPOSAL FOR THE PROVISION OF Experts by Experience

Having examined the proposed Contract comprising of:

- (a) Part A – Section Two, (Conditions of Contract);
- (b) Part B – Schedules One, One (a), Two and Six; and
- (c) Part B – Schedules Four and Five (as amended).

As enclosed in the ITT response dated 19th July 2015. We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

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

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

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

We agree that the Authority may disclose the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

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

Name of person duly authorised to sign tenders:

Date: 19/07/2015

Signed: Beth Carruthers



in the capacity of: Chief Executive Officer
duly authorised to sign tenders for and on behalf of:

Remploy Limited

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

SCHEDULE 3

PRICING SCHEDULE



**20160316 Finance
Schedule - North v11**

Schedule 3
Pricing Schedule

PART A: CONTRACT CHARGES

1. GENERAL

1.1. The Contract charges applicable during the Initial Contract Period comprise:

1.1.1. charges for providing the Services during the Initial Contract Period as calculated in accordance with Part A clause 2 (Operational Service Charge) of this Schedule; and

1.1.2. a capped provision of [REDACTED] for the Transitional Protection of Experts by Experience detailed in in Annexe 1 of this Schedule. Payment to be made in accordance with Part A clause 3 of this Schedule, Transitional Protection.

1.2. The Contract charges applicable during any Extension of Initial Contract Period as defined in clause F8 of the Contract shall be agreed between the Parties.

1.3. The Contract charges will be payable by the Authority to the Contractor as detailed below, itemised claims shall set out (without limitation):

1.3.1 Agreed set up costs, as identified in Part A, clause 2.1, Table 1 of this Schedule, to be paid by 31st March 2016.

1.3.2 1/12th of the remaining Fixed Costs in year one and subsequent Fixed Costs relating to the relevant contract year as set out in Part A clause 2.1 of this Schedule, Table 1 will be payable at end of each Month they relate to;

1.3.3 Inspection and other event costs to be paid in respect of the preceding Month; and

1.3.4 Pass Through Costs in respect of the preceding Month.

1.4 The Authority shall retain 3% of the invoiced charges (excluding Pass Through Costs and any payment of Retention Amounts from preceding months) in respect of the preceding Month as referenced in C2.2 of the Contract as the Retention Amount.

1.5 Invoices shall be accompanied by all necessary documentation reasonably required by the Authority and shall be submitted to the Authority for scrutiny and approval. Payment shall be made to the Contractor within 30 days of receipt of the invoice, subject to any payment disputes being resolved within an acceptable timescale.

1.6 All prices contained within Part A, clause 2 of this Schedule are inclusive of VAT.

2. OPERATIONAL SERVICES CHARGE

2.1. Fixed Cost

The cost to be applied is after the volume discount of 13.56% has been taken into consideration and is as stated in the table below:

Table 1 - Fixed Cost after volume discount

North	Implementation	Year 1 Contract Service Fee	Year 2 Contract Service Fee	Year 3 Contract Service Fee	Total

2.2. Inspection and other Event costs:

Inspection and other Event costs are detailed in Table 2;

Table 2

NORTH		Event Rate £	Transitional Protection	
Sector	ExE Category		To 31st July £	To 31st January 6
ASC-R	D/FCD			
	OP/FCD			
	LD			
	PS			
	FCLDC			
	CYP			
ASC-C	D/FCD			
	OP/FCD			
	LD			
	PS			
	FCLDC			
	CYP			
NHS Acute and IH	D/FCD			
	OP/FCD			
	PS			
	MH			
	SM			
	CYP			
	MAT			
PMS	D/FCD			
	OP/FCD			
	LD			
	PS			
	FCLDC			
	MH			
	MHD			
	SM			
	CYP			
	CYPMH			
MAT				
MH NHS	MH			
	MHD			
	SM			
MH Act	MHD			
IH	D / FCD			
	OP / FCOP			
	LD			
	PS			
	SM			
MH and SMU	MH			
	MHD			
	SM			
Registration LD	LD			
	FCLDC			
NORTH				
Other Events				
Day Rate				
Hourly Rate				

3.4

3.5

4. RELEASE OF THE RETENTION AMOUNT

The Authority shall release the 3% Retention Amount following satisfactory performance against the Contract KPIs as detailed in Schedule 4 (KPIs). This will be done as part of the following Month payment to the Contractor.

- 4.1 Where the evaluation of the KPIs within the relevant balanced score card meets the standards identified for “green” Retention Amount will be released in full.
- 4.2 Where the evaluation of the KPIs and the relevant score card do not meet the standards identified for “green” but are evaluated as “red”, the Authority will not release the Retention Amount to the Contractor.
- 4.3 Where the evaluation of the KPIs and the relevant score card are identified as “amber”, this may result in the Retention Amount paid in part or in full by the Authority. Payment of the Retention Amount may be subject to the Contractor putting in place agreed corrective actions and maintaining performance levels in line with KPIs over a period to be agreed by both Parties.
- 4.4 Where the evaluation of the KPIs identifies protracted and/or prolonged “amber” then the Dispute Resolution process may be deployed which may

result in non-payment of the Retention Amount. A decision will be taken at the quarterly review meeting.

- 4.5 The annual review will determine any action to be taken in respect of any retention not released at this point.

5. OPEN BOOK PROCESS

5.1 The Authority shall require the Contractor to open their books to transparently share expenditure against the Fixed Costs and Pass Through Costs identified in Part A, Table 1 and 3 respectively of this Schedule, in order for the Authority to deploy the gain share mechanism detailed in Part A, clause 6 of this Schedule.

5.2 The open book process will be managed through the quarterly contract management reviews where the Contractor will provide a quarterly view of the costs against Contract Price.

The Authority shall require and ask for financial and non-financial information from the Contractor which is sufficient to enable the Authority to verify the Contract payments already paid or payable and Contract Price forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- a) the Contractor's costs broken down against each Expert by Experience type deployed for inspection in the Month;
- b) Pass Through Costs;
- c) Fixed Costs; and
- d) Transitional Protection;

5.3 A full review of actual Fixed Costs against the Fixed Costs included in Table 1 of and sampling of Pass Through Costs in Table 3 contained in Part A of this Schedule, will be undertaken between the Contractor and the Authority to determine the value of the gain share which will be distributed through the gain share mechanism detailed in Part A, clause 6 of this Schedule. This will be

carried out annually on the anniversary of the Contract and/or any part year where the Contract ends before the Contract anniversary.

5.3 In the event that the actual Fixed Costs in providing the Services (when comparing the Fixed Costs set out in Part A Table 1 of this Schedule against the Actual Costs incurred (excluding any Variable Costs)) during a Contract Year are less than the Fixed Costs set out in Part A, Table 1 of this Schedule (payable during that Contract Year) then the Authority shall be entitled to retain or deduct 50% of this amount from the next invoice to be paid and the Contractor shall be entitled to be retain the remaining 50%

6. GAINS SHARE

6.1 Purpose

The Authority is committed to gainsharing as one of a number of approaches to improve the efficient use of its budget. The sharing of benefits provides an incentive to both the Authority and the Contractor to explore gainsharing possibilities to include but not limited to the open book process as described in Part A, clause 5 of this Schedule. The objective is for both the Authority and the Contractor is to seek to exploit opportunities to capture additional value as described in Part A, clause 5.2 of this Schedule.

The gain or benefit to be shared is not necessarily financial, though financial benefits are likely to feature strongly. Any financial benefits will be shared equally between the Authority and the Contractor and where applicable the Contractor may choose to reflect this through its supply chain.

6.2 Mechanism of Gainsharing

6.2.1 At any time during the Contract Period, the Contractor may where the same is not contrary to the law that governs public procurement, make a proposal to the Authority for a new or different way of providing all or any of the Services (a "Proposal"). Any Proposal must clearly state that it is submitted for consideration under this gains share provision and shall include:

6.2.1.1 a business case for the new or different way the Contractor intends to provide the Services;

6.2.1.2 the potential direct and indirect cost savings for the Contractor and the Authority;

- 6.2.1.3 the potential direct and indirect costs which might be incurred by the Contractor and the Authority;
- 6.2.1.4 the potential benefit(s) (financial or otherwise) to the Contractor and the Authority; and
- 6.2.1.5 the gains share ratio

6.2.3 The Contractor and the Authority shall meet to discuss the Proposal and shall attempt to agree the investment (financial or otherwise) to be contributed by the Contractor and the Authority, the estimated amount of savings less costs as defined in clause 6.2.1.3 above, the gains share ratio, the timing of any payments or adjustments and the proportion of the costs and losses to be borne by the Contractor and the Authority should the Proposal be aborted or not meet its financial objectives. The Contractor shall then submit a revised Proposal to the Authority.

6.2.4 The Authority shall assess the Proposal and shall, in writing within one (1) Month (or such other time as agreed between the Parties), either accept it in principle, reject it or offer recommendations or refinements in order for the Contractor to submit a revised Proposal.

6.2.5 If and when the Proposal is accepted in principle by the Authority and such agreement is put in writing in line with the Variation process (F3 of the Contract) and Contract Variations issued and signed, the Contractor shall formulate an implementation plan which shall set out in more detail the way in which the Contractor intends that the Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed gains share ratio (a "Gains Share Implementation Plan").

6.2.6 Once the Gains Share Implementation Plan has been agreed between Contractor and the Authority, the Contractor shall implement the Proposal in accordance with Contract Variation and implementation and the Contractor and the Authority shall comply with any obligations they have assumed, including adjustments to the prices paid and obligations to make payments. In each case

these will be in accordance with the timetable outlined in the Gains Share Implementation Plan.

6.2.7 Following implementation, the Parties shall meet to discuss the implementation as a whole, including regular cost and benefit review through the contract management mechanism.

7. EVENT CANCELLATION

7.1 The Authority will pay the Contractor for cancellation in accordance with the Authority's Cancellation Policy contained in Annex 2 of the Specification contained in Schedule 1 of this Contract. The Cancellation charges are as detailed below in Table 4, ExE payments for cancelled activity;

Table 4 - ExE payments for cancelled activity

Situation	Payment to Contractor
Cancellations 24 hours' notice or less (excluding weekends and Bank Holidays)	100% as though activity carried out plus, 100% of pre-committed travel costs and the cost of any planned replacement care which has to be honoured
Cancellations 48 hours' notice (excluding weekends and Bank Holidays)	50% of the cost of the activity carried out, plus 100% of pre-committed travel costs where these costs cannot be recovered.
Cancellations More than 48 hours' notice	100% of pre-committed travel costs where these costs cannot be recovered.

7.2 On events which last for multiple consecutive days, the policy operates separately for each day. For example if a 3 day inspection event is cancelled within 24 hours of the first day, payment for day 1 will be 100%, payment for day 2 is 50%, and payment for day 3 will be 0, although for each day the Authority will reimburse committed travel costs where those costs cannot be recovered.

PART B – INVOICING

1. PURPOSE OF THIS PART OF THE SCHEDULE

- 1.1. This Part B of the Schedule sets out the method by which the Contractor shall raise invoices to the Authority for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

2. CONTRACTOR INVOICES

- 2.1 The Contractor shall prepare and provide to the Authority for approval an invoice within 10 Working Days from the end of the Month which shall include, as a minimum, the details set out in Part B, clause 2.4 of this Schedule. If the invoice is not approved by the Authority then the Contractor shall make such amendments as may be reasonably required by the Authority.
- 2.2 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor pursuant to the Agreement.
- 2.3 The Contractor shall invoice the Authority in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A clause 2, of this Schedule
- 2.4 The Contractor shall ensure that each invoice contains the following information:
- i. the date of the invoice;
 - ii. a unique invoice number;
 - iii. the period or other period(s) to which the relevant charge(s) as detailed in Part B, clause 2 of this schedule relate;
 - iv. details of the correct Authority Contract reference number reference;
 - v. the reference number of the purchase order to which it relates (if any);
 - vi. the dates between which the Services performed relating to each of the charges detailed on the invoice.
 - vii. the methodology applied to calculate the charges, to include reference to total monthly Fixed Cost and monthly Actual Variable Costs in relation to individual Events delivered;
 - viii. the total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to

- the Authority under the terms of the Contract, and, separately, any VAT or other sales tax payable in respect of the same;
- ix. reference to any reports required by the Authority in respect of the Services to which the charges detailed on the invoice relate (or in the case of reports issued by the Contractor for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
 - x. a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
 - xi. the banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 2.5 Each invoice shall at all times be accompanied by sufficient information ("**Supporting Documentation**" for example; list of Events, list of Experts qualifying for Transitional Protection payment) to enable the Authority to reasonably assess whether the charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Contractor undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 2.6 The Contractor shall submit all invoices and Supporting Documentation to:
- SBS, T70 Payables F175,
Phoenix House, Topcliffe Lane,
Wakefield,
West Yorkshire
WF3 WE
- 2.7 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 2.8 The Authority shall only regard an invoice as valid if it complies with the provisions of Part B of this Schedule. Where any invoice does not conform to the Authority's requirements set out in above in this section, the Authority will return the rejected invoice to the Contractor and this will include the reason

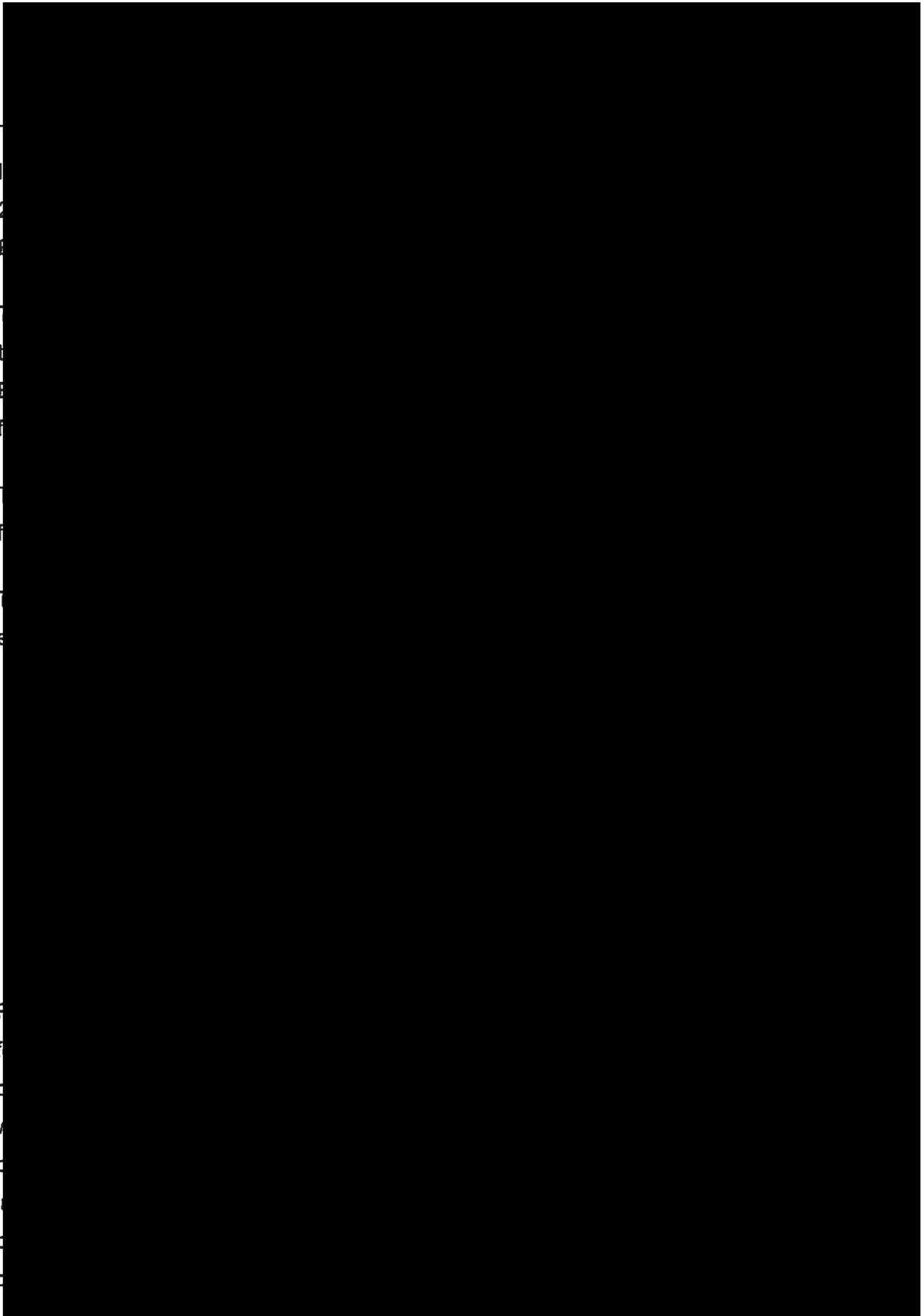
for rejection. The Contractor shall promptly issue a replacement invoice which shall comply with the same.

3. PAYMENT TERMS

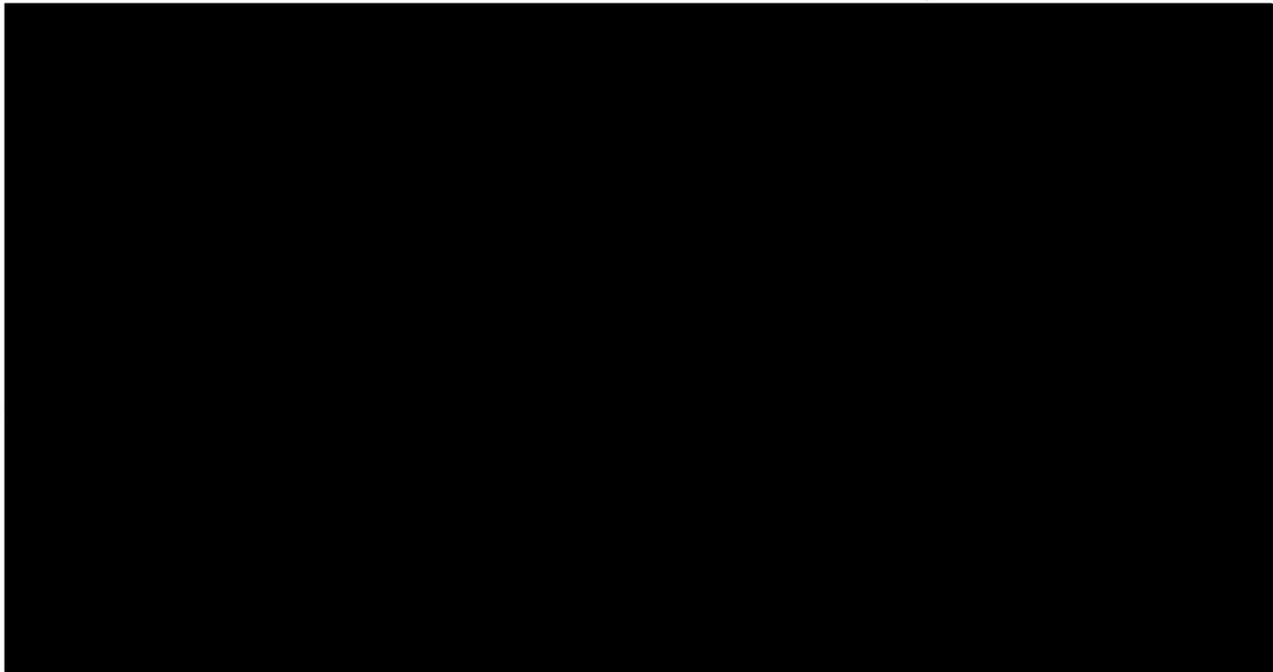
3.1 Subject to the provisions of Part B, clause 2 of this Schedule, the Authority shall make payment to the Contractor within 30 days of receipt of a valid invoice by the Authority at its nominated address for invoices.

Annexe 1

Transitional Protection Payment



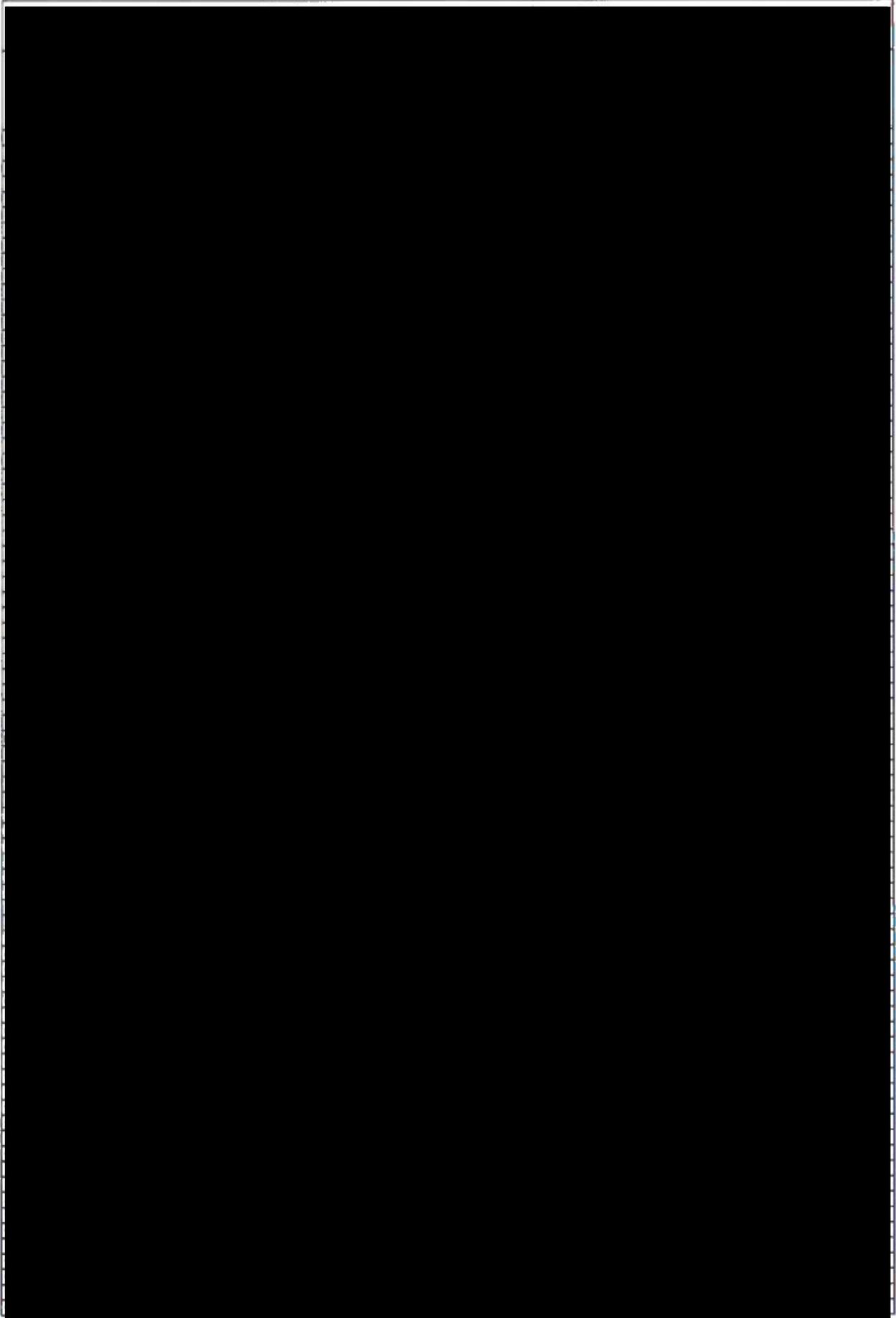
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Annexe 2

Experts by Experience List





SCHEDULE 4

KEY PERFORMANCE INDICATORS (KPI)



20160318 Schedule
4 KPI's 20160224 (2)

Schedule 4

KPI Schedule

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
A. VOLUMES AND DEPLOYMENT						
1. Provide Experts by Experience for all Comprehensive Inspection Events	Percentage of Comprehensive Inspection Events where Experts by Experience have been supplied by the Contractor as required by the Authority within the preceding Month.	Monthly	98% or above	3	95% - 91%	90% or below
2. Provide Experts by Experience for all Focused Inspection Events	Percentage of Focused Inspection Events where Experts by Experience have been supplied by the Contractor as required by the Authority within the preceding Month.	Monthly	90%	3	85%	80% or below
3. All Comprehensive Inspection Events have identified Experts by Experience no later than 28 days prior to the Event	Percentage of Comprehensive Inspection Events to have identified Experts by Experience no later than 28 days prior to the Event	Monthly	98%	3	95% - 91%	90% or below

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
4. All Focused Inspection Event requirements will be shared with the supplier no later than 48 hours prior to the event and in most cases will give a minimum of 5 working days.	Percentage of Focused Inspection Events to have an identified Experts by Experience no later than 24 hours prior to the relevant Event	Monthly	90%	2	85%	80%
5. Provide Experts by Experience for all training and engagement events	Percentage of training and engagement events where Experts by Experience have been supplied by the Contractor as required by the Authority within the preceding Month.	Monthly	90% or more	2	88%	85%
6. All training and engagement events have an identified Experts by Experience no later than 5 Working Days prior to the relevant Event	Percentage of training and engagement events which have an identified Experts by Experience no later than 5 Working Days prior to the relevant Event within the preceding Month.	Monthly	90%	2	88%	85%

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
B. QUALITY AND SUSTAINABILITY						
7. Provide within one Month of receipt from the Authority of the quarterly allocation of Events the indicative named Expert by Experience for all such Events	Percentage of Events which the Contractor has provided an indicative named Expert by Experience within one Month of receipt from the Authority of the quarterly allocation of Events	Quarterly	75%	3	70%	65%
8. Maintain a pipeline of resource of Experts by Experience to meet the volume requirements of Experts by Experience as set in out in the Tender response	Percentage of Experts by Experience employed or engaged by the Contractor (by category) against the Authority's requirements for that category as set out in Annex 1 of the Specification	Quarterly	100%	3	85%	80%
9. Have a credible and sustainable training methodology and programme that supports the ongoing Quality Standards of the Services	Percentage of Experts by Experience that are deployed by the Contractor within 2 Months of successful completion of all induction training or refresher training	Quarterly	90%	3	80%	70%

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
10. Have a credible means of evaluating the performance of an Expert by Experience of an Event	Percentage of Experts by Experience that meet all of the quality standards set out in Annex 7 of the Specification	Quarterly	100%	2	90%	80%
11. Have a policy on how the Contractor or its supply chain will interact with and support the Experts by Experience on a regular basis to maintain their wellbeing	A survey of Experts by Experience is completed by all Experts by Experience employed or engaged by the Contractor Proportion of Experts by Experience that give an overall 'satisfied' (or above) response to the Contractor's survey. <i>Note: The content of such survey to be agreed in advance with the Authority. This survey will also be used to test other KPIs.</i>	Every six (6) Months	85%	2	75%	65%
		Every six (6) Months	75%	2	65%	60%

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
12. Establish a viable strategy that seeks to minimise the carbon footprint and environmental impact of the Services delivered	Percentage of public transport of used as a proportion of transport method of attendance to the Events (excluding those Experts by Experience who are unable to access public transport) <i>Note: Assumed anyone deemed to be unable to access public transport will have an objective assessment articulating this and appropriate support plan that still seeks to minimise environmental impact</i>	Every six (6) months	60%	1	50%	40%

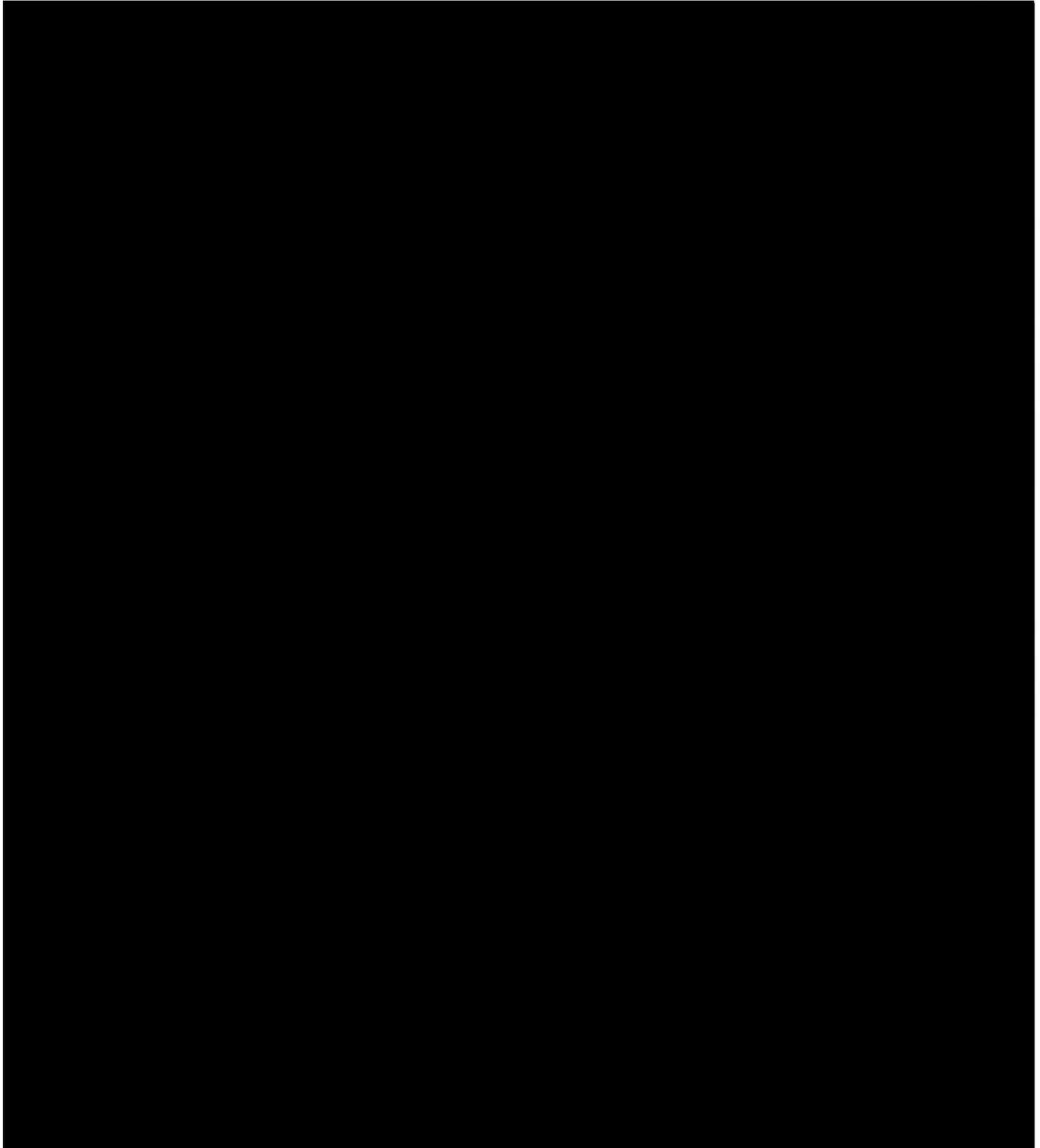
COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
C. BUSINESS MANAGEMENT						
13. Payment of sub-contractors or the Experts by Experience within 30 days from the receipt of a valid invoice	Percentage of sub-contractors or the Experts by Experience paid within 30 days from the receipt of a valid invoice	Monthly	98%	3	95%	90%
14. Attendance at meetings	Percentage of attendance at all meetings as required for contract management requirements as set out within the Specification	Monthly	100%	3	95%	90%

<p>15. OVERALL KPI PERFORMANCE SCORE</p>	<p>The overall performance across all of the above KPIs will be measured by calculating the number of Performance Points awarded to each KPI (in line with the Performance Points allocation set out in Column 5 for the relevant KPI).</p> <p>Performance Points will only be awarded to a KPI if the Contractor achieves the Performance Target (set out in Column 4) and no Performance Points will be awarded to a KPI where the performance of a KPI falls below the Performance Target (set out in Column 4).</p> <p>Where the relevant reporting Month does not fall on a Quarter of the Contract Year (and therefore only KPIs with a Monthly reporting frequency are reported), the Monthly Points Allocation as set out in this row 15 shall apply</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row 15 shall apply.</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row 15 shall apply.</p>	<p>Monthly</p>	<p>Monthly Performance Points Allocation: between 13-15 Performance Points</p> <p>Quarterly Performance Points Allocation: between 26-28 Performance Points</p> <p>Half Year Performance Points Allocation: between 35-37 Performance Points</p>	<p>N/A</p>	<p>Monthly Performance Points Allocation: between 13-10 Performance Points</p> <p>Quarterly Performance Points Allocation: between 23-26 Performance Points</p> <p>Half Year Performance Points Allocation: between 30-35 Performance Points</p>	<p>Monthly Performance Points Allocation: Below 10 Performance Points</p> <p>Quarterly Performance Points Allocation: Below 23 Performance Points</p> <p>Half Year Performance Points Allocation: Below 30 Performance Points</p>
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SCHEDULE 5

COMMERCIALLY SENSITIVE INFORMATION

Types of Information that the Contractor considers to be Confidential

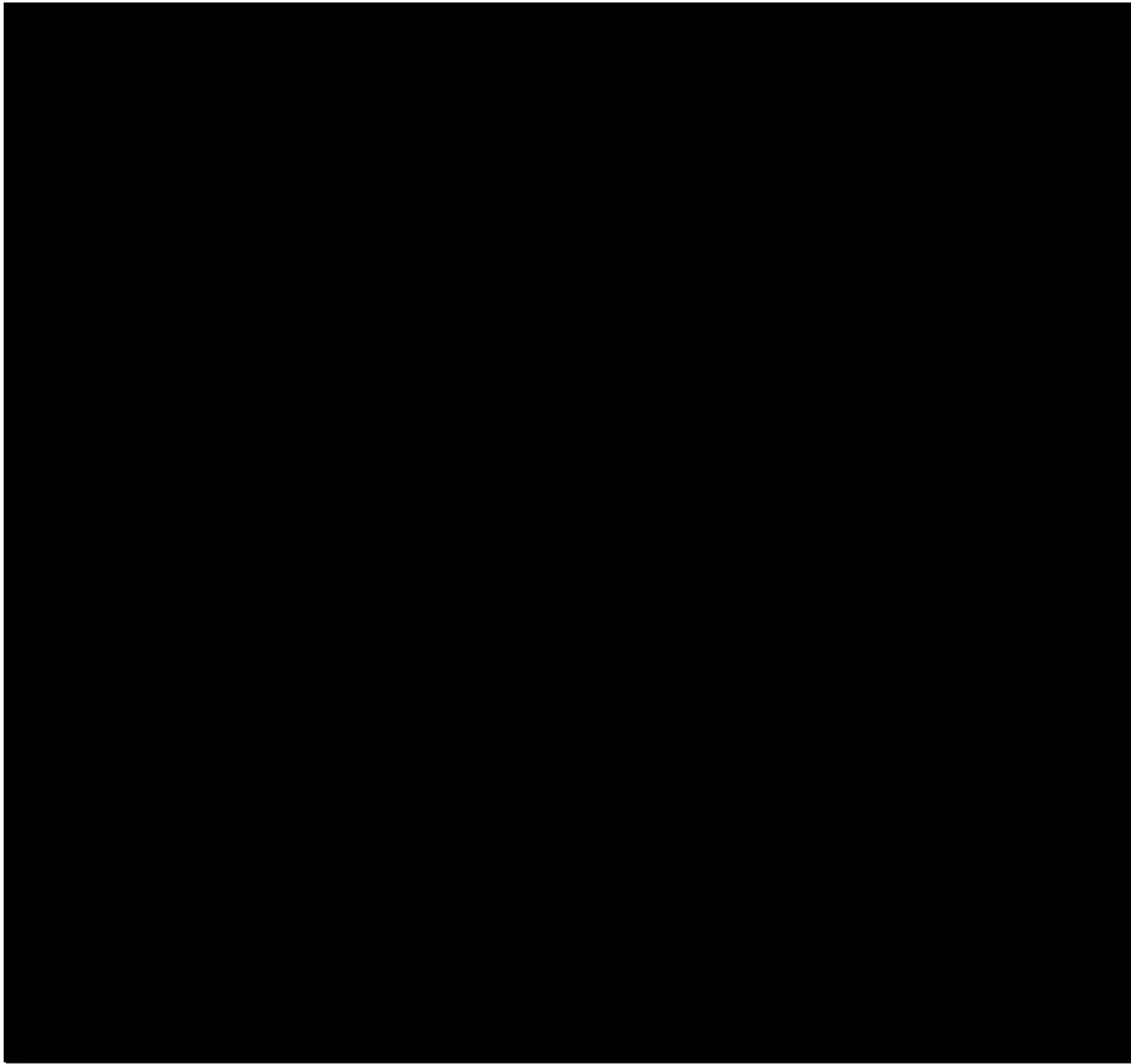


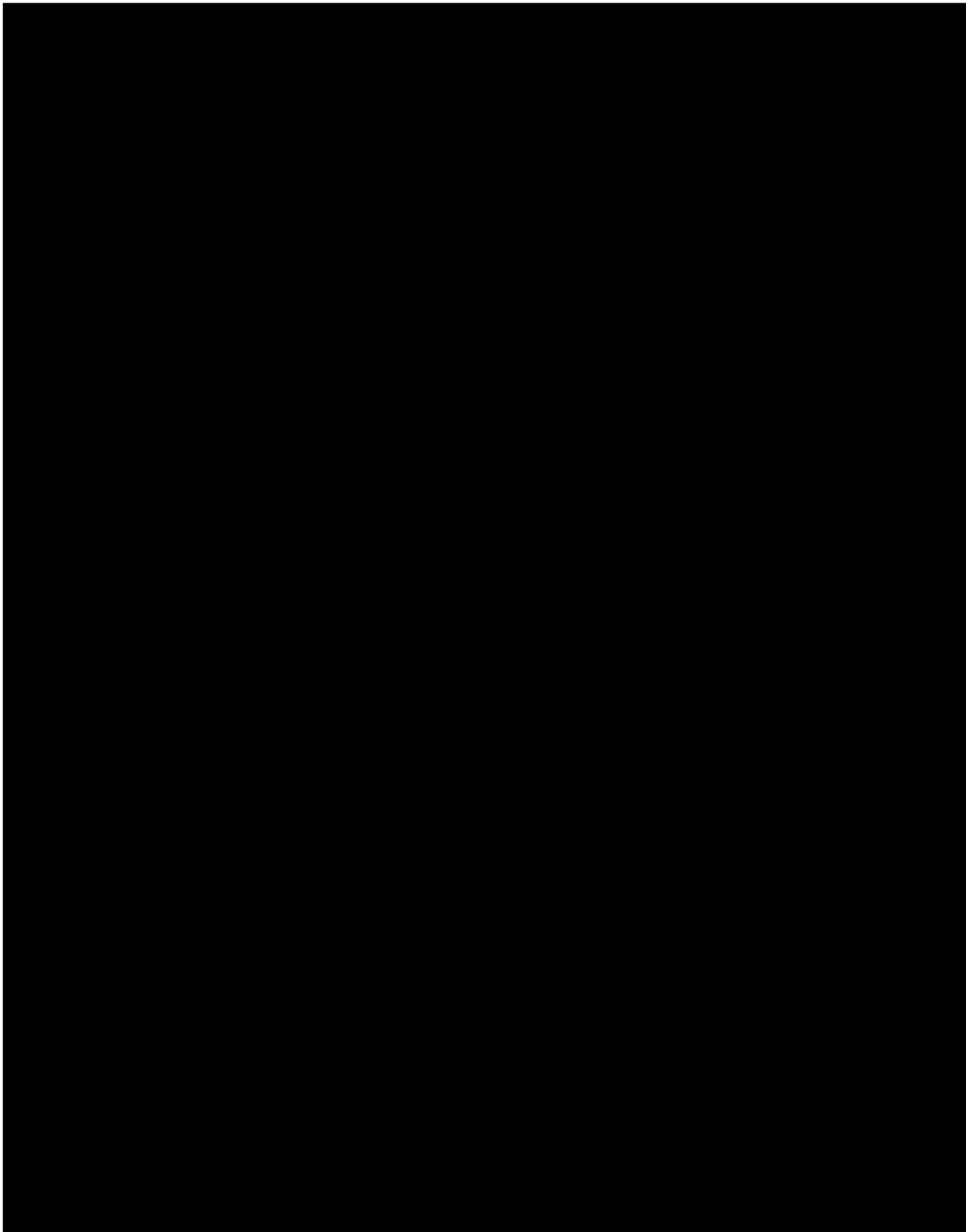
SCHEDULE 6

SECURITY PLAN



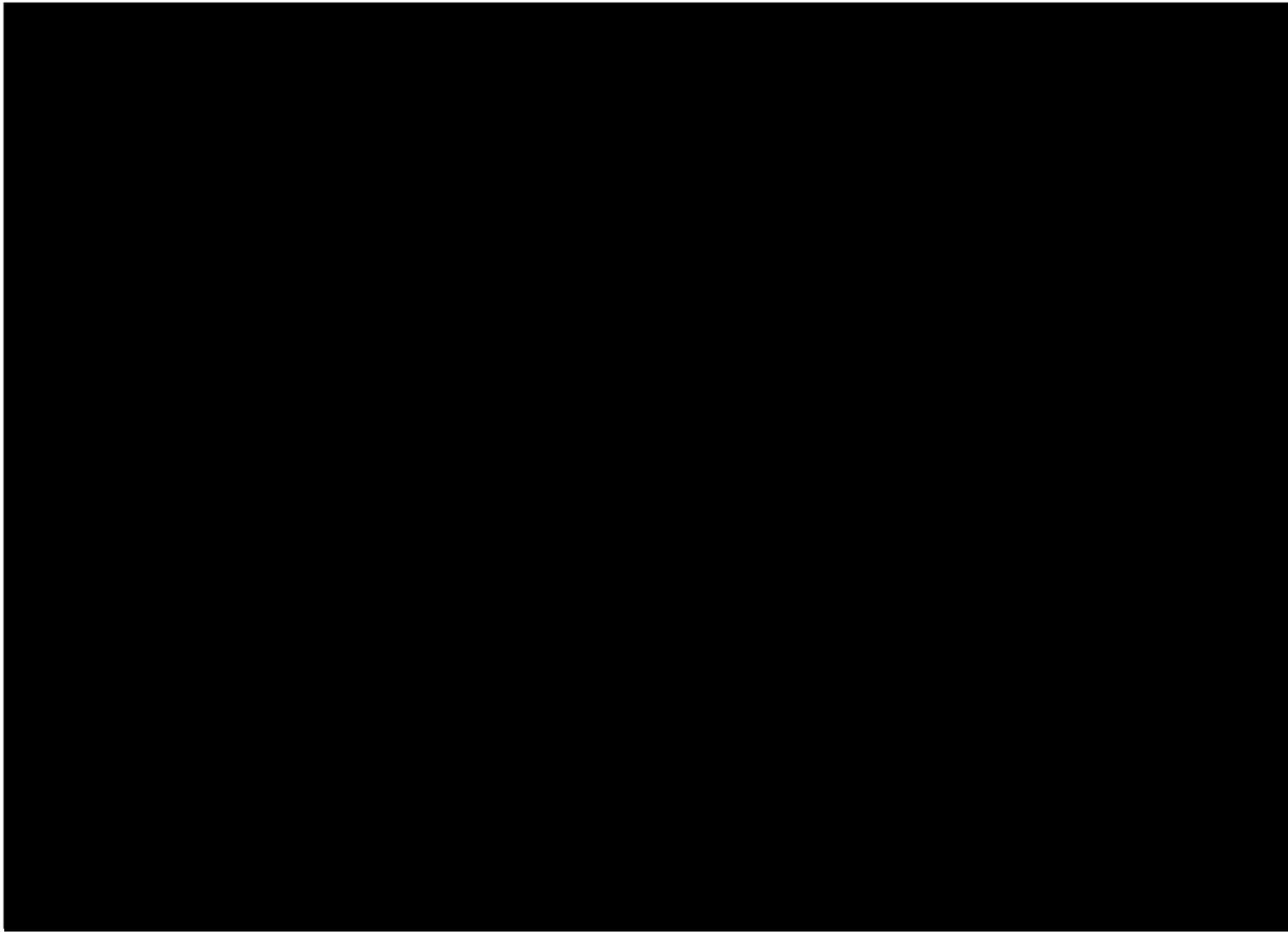
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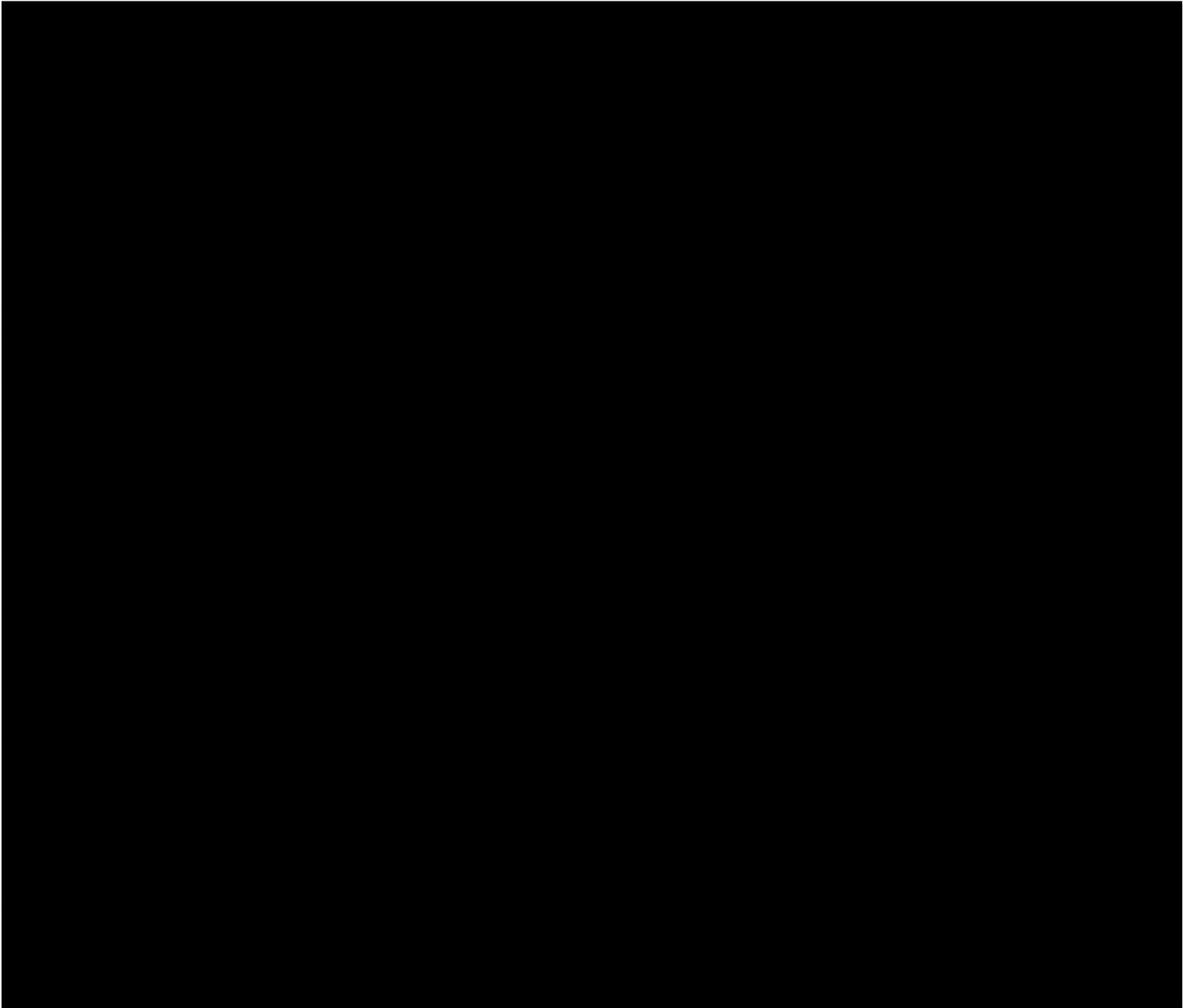


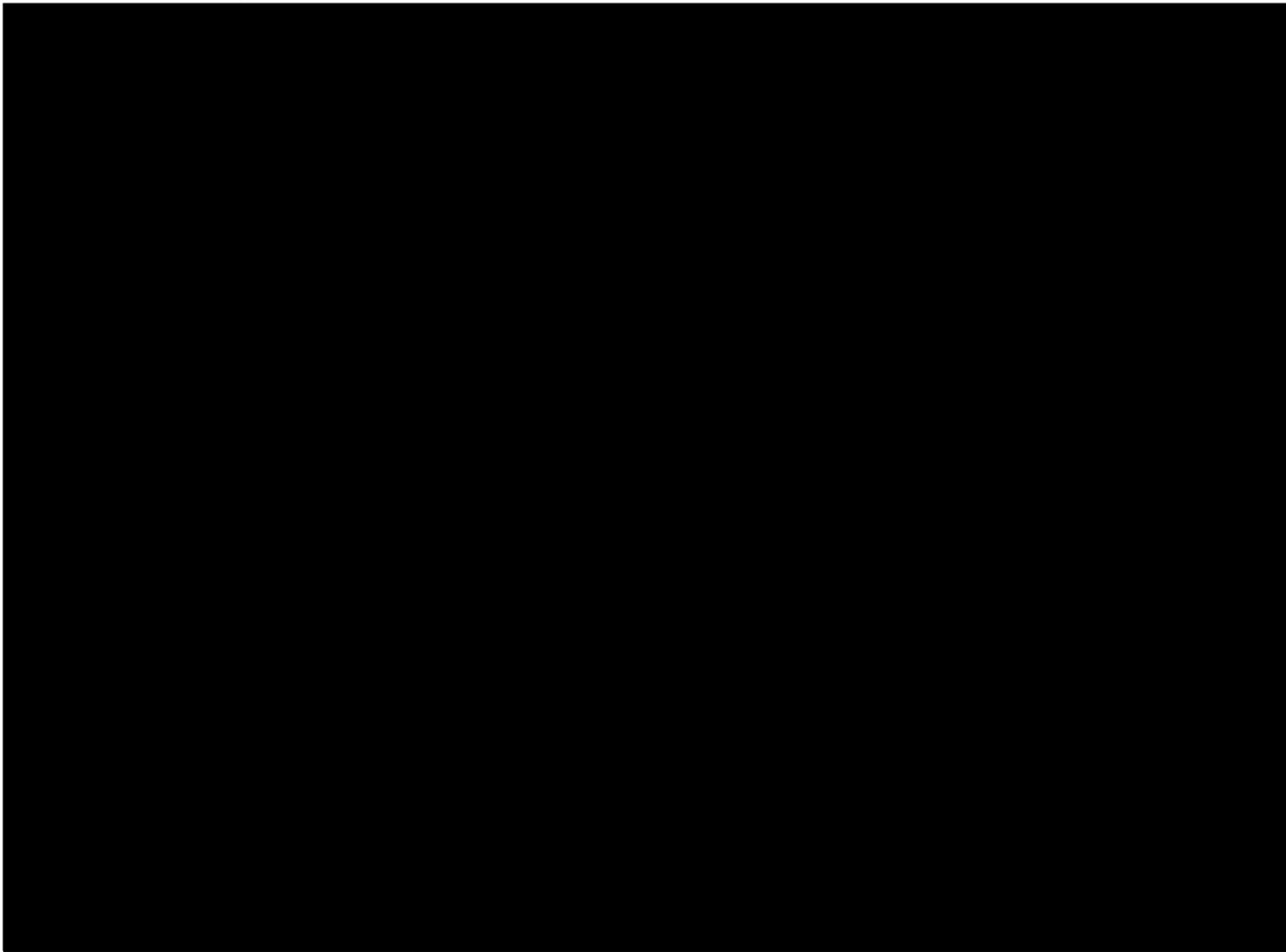


Contractual Obligations

Controls









SECRET



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