Market Consultation

For Dyadic Caregiver Child Assessment Tool

Project: C115206

Version Number: 1

Date: 25/11/2022

# Introduction

* 1. This information note and accompanying attachments are being made publicly available to any organisations which are interested in the **Dyadic Caregiver Child Assessment Tool** project.
	2. This exercise is intended to provide potential bidders with the opportunity to view and comment on Draft Specifications for the Dyadic Caregiver Child Assessment Tool, if they wish to do so.
	3. This builds on a commitment to engage with the market, by sharing information and seeking input from the market to enable us to develop the final Invitation to Tender (ITT) in a fair and transparent manner. This exercise is to ensure that the final Invitation to Tender provides all tenderers with a clear understanding of the Department’s requirement and help reduce the number of questions that may be raised in the Tender Period.
1. **MARKET CONSULTATION – QUESTIONNAIRE RETURN**
	* 1. This questionnaire forms part of the market engagement activity to support the possible future procurement of Dyadic Caregiver Child Assessment Tool.
		2. The purpose of this questionnaire is to explore the market interest on this project, as well as, to identify critical success factors and potential barriers for a future formal procurement process. To maximise the success of this subsequent procurement process we request that suppliers are open and honest in their responses and provide as much detail as possible.
		3. Participation in this Market Consultation is voluntary. It is not required to provide an answer to every question if particular questions are not relevant.
		4. The Department wishes to encourage participation at this stage in order to ensure a wide number of responses. The market engagement processes described above do not form part of the formal procurement process. When and if the formal procurement process commences any supplier interested will need to express interest to join the competition and all supplier bids will be evaluated on the same basis.
		5. The completed questionnaire should be returned via email ccsinbox@dhsc.gov.uk quoting **‘Dyadic Assessment Tool’** no later than **15th December 2022, 4pm**
		6. The Freedom of Information Act 2000 (FOIA) applies to the Department. You should be aware of the Department 's obligations and responsibilities under the FOIA to disclose, on written request, recorded information held. Information provided by you in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA applies. The Department may also include certain information in the publication scheme which it maintains under the FOIA.
		7. In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the Department may consider it appropriate to ask you for your views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Department must comply with a strict timetable and the Department would, therefore, expect a timely response to any consultation within two working days.
		8. You may provide information which is confidential in nature and which you may wish to be held in confidence. You must give a clear indication which type of material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate. In addition, marking any material as confidential or equivalent should not be taken to mean that the Department accepts any duty of confidentiality by virtue of such marking. Please note that even where you have indicated that information is confidential the Department may be required to disclose it under the FOIA if a request is received.
		9. The Department cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
		10. In certain circumstances where information has not been provided in confidence, the Department may still wish to consult with you about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
		11. The decision as to which information will be disclosed is reserved to the Department notwithstanding any consultation with you.
		12. Whilst the Department expects to proceed to procurement in due course, there is no obligation to do so as a consequence of this early market engagement activity.
		13. The publication of any documents at this stage is intended to provide potential bidders with the opportunity to view and comment on a draft specification for the requirement. The Department does not intend to be bound by any information at this stage. The Department makes no commitment to accept recommendations or suggestions. Once published, the Invitation to Tender will contain the final requirements in relation to this service. All previous versions, including any documents published at this stage should be disregarded.
		14. The Department of Health and Social Care (The Department) will make the final decision whether to proceed to a formal procurement and if so, on the content of the Invitation to Tender documentation having considered feedback.
		15. The ITT will be released to the market in line with the timetable proposed although the procurement timetable has not been finalised at this stage and we reserve the right to make amendments as necessary.
		16. The ITT will include the final specification, pricing schedule, evaluation criteria and terms and conditions. We will also share with you any questions/answers raised during this market engagement. TUPE will not apply to this contract.
		17. The ITT process will include the publication of:
* A Find a Tender Contract notice
* Contracts Finder notice

Regards,

**Corporate and Clinical Services, Commercial Lifecycle**

**Commercial Directorate, Department of Health & Social Care**

**39 Victoria Street, London, SW1H 0EU**

**QUESTIONNAIRE**

**Name of Supplier:**

Name of authorised representative in block letters:

Position:

Date:

Signature:

**(This should be completed by the Supplier or a partner or an authorised representative in his / her own name and on behalf of the company / organisation completing this questionnaire)**

**Please do not sell your organisation, this is just to understand your interest in the project and gather feedback.**

1. **gauging the level of interest**
	1. Are you interested in this project?
	2. If you have answered yes to the above, what option apply to you?
		1. We have ownership of an assessment tool that meet the requirements [ ]
		2. We have ownership of an assessment tool that could meet the requirements if developed further [ ]
		3. We can develop an assessment tool to meet the requirements [ ]
		4. Other [ ]  Explain:
	3. Is your organisation considering submitting a tender (or participating in a collaborative response) for this project? If not, is there any reason why? Could the Department take any steps to encourage greater participation?
2. **Supporting Documentation**
	1. Does the Specification Document provide you with a clear understanding of the Service being procured? Is it structured in a clear and straightforward way? Would you require any additional information?
	2. Are there any features of the service that are of concern to you and why? How might these be addressed?
	3. Is the budget available for this project sufficient? If not, you must provide a reason and rationale to increase the funding available.
	4. Is the costing model sufficiently descriptive? If no, what other information will be useful.
3. **Implementation activities**
	1. In outline, what do you envisage will be other main activities required during the implementation phase, before the service commencement date? If so, please list those activities and how long you anticipate these activities will take.
	2. What level of support you think will be required from the FNP national team and local FNP teams to successfully deliver this project?
4. **procurement route**
	1. The Authority intend to undertake an Open Procedure. Do you feel that the procurement route is appropriate?
	2. The current draft timetable is as follows:

| **Event** | **Completed by** |
| --- | --- |
| ITT issued to Tenderers | 01/06/2023 |
| Closing date for submission of Tenderers’ questions | [12.00] hrs on: 19/06/2023 |
| Answers to Tenderers’ questions circulated to all Tenderers by  | [12.00] hrs on: 23/06/2023 |
| **Closing date for receipt of Tenders**  | **[12.00] hrs on: 30/06/2023** |
| Evaluation period including internal approvals (on or around)  | 17/07/2023 |
| Standstill period completed  | 28/07/2023 |
| Anticipated Contract Commencement Date  | 01/08/2023 |
| Implementation Period  | 01/08/2023-31/03/2024Ideally implementation to be finished end of February |

Do you think the timetable is feasible? What stage of the timetable would require additional time and why?

1. **INTELLECTUAL PROPERTY RIGHTS**
	1. The proposed contract will be published with the Tender; however, we would like to share with the market the Intellectual Property Right clause: **Authority ownership of all New IPR with non-exclusive Contractor rights.**
2. ***Intellectual Property Rights***
	1. *Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party’s IPR, including any use of the other Party’s names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.*
	2. *Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.*
	3. ***Licences granted by the Contractor: Contractor Existing IPR***
		1. *Where the Authority orders Services which contain or rely upon Contractor Existing IPR, the Contractor hereby grants the Authority a Contractor Existing IPR Licence on the terms set out in Paragraph 17.3.2*
		2. *The Contractor Existing IPR Licence granted by the Contractor to the Authority is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Contractor Existing IPR which is reasonably required by the Authority to enable it:*
			1. *or any End User to use and receive the Services; or*
			2. *to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items, for any purpose relating to the exercise of the Authority’s (or, if the Authority is a Public Sector Body, any other Public Sector Body’s) business or function.*
	4. ***Licences granted by the Authority and New IPR***
		1. *Any New IPR created under the Contract is owned by the Authority. The Authority gives the Contractor a [insert duration or delete if no duration required] licence to use the Authority Existing IPR and the New IPR which the Contractor reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract, including (but not limited to) the right to grant sub-licences to Subcontractors provided that:*
		2. *any relevant Subcontractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in this Contract; and*
		3. *[the Contractor shall not without Prior written consent of the Authority use the materials licensed under this clause for any other purpose or for the benefit of any person other than the Authority.]” Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.*
		4. *Unless otherwise agreed in writing, the Contractor and the Authority will record any New IPR in the table at Annex 1 to this clause 17 and keep this updated throughout the Term.*
	5. ***Third Party IPR***
		1. *The Contractor shall not use in the delivery of the Services any Third Party IPR unless Prior written consent of the Authority is granted by the Authority and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 17.5.2. If the Contractor cannot obtain for the Authority a licence on the terms set out in Paragraph 17.5.2 in respect of any Third Party IPR the Contractor shall:*
			* 1. *notify the Authority in writing; and*
				2. *use the relevant Third Party IPR only if the Authority has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.*
		2. *In spite of any other provisions of the Contract and for the avoiDyadic Assessment Tool of doubt, award of this Contract by the Authority and the ordering of any Services under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.*
		3. *The Third Party IPR Licence granted to the Authority shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Authority to enable it or any End User to receive and use the Services and make use of the deliverables provided by a Replacement Contractor.*
	6. ***Termination of licences***
		1. *The Contractor Existing IPR Licence granted pursuant to Paragraph 17.3 and the Third Party IPR Licence granted pursuant to Paragraph 17.5 shall survive the Expiry Date and termination of this Contract.*
		2. *The Contractor shall, if requested by the Authority in accordance with Schedule 12 (Exit Plan and Service Transfer Arrangements) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Contractor, grant (or procure the grant) to the Replacement Contractor a licence to use any Contractor Existing IPR or Third Party IPR on terms equivalent to the Contractor Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Contractor entering into reasonable confidentiality undertakings with the Contractor.*
		3. *On expiry of the licence granted to the Contractor pursuant to Paragraph 17.4 (Licence granted by the Authority) the Contractor shall:*
			* 1. *immediately cease all use of the New IPR and Authority Existing IPR (including the Authority Data within which the Authority Existing IPR may subsist);*
				2. *at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the New IPR, Authority Existing IPR and the Authority Data, provided that if the Authority has not made an election within six months of the termination of the licence, the Contractor may destroy the documents and other tangible materials that contain any of the New IPR, the Authority Existing IPR and the Authority Data (as the case may be); and*
				3. *ensure, so far as reasonably practicable, that any new IPR, Authority Existing IPR and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Contractor containing such New IPR, Authority Existing IPR or Authority Data.”*
	7. ***Contractor Exploitation of New IPR***
		1. *Notwithstanding the Contractor’s ownership of the New IPR or licence which allows it to exploit and commercialise the New IPR:*
			* 1. *the Contractor must always offer a price and solution to the Authority which is in accordance with the Contract Price and must licence the New IPR and Contractor Existing IPR to the Authority on equivalent terms as apply under this Contract;*
				2. *where the Contractor proposes to exploit the New IPR, that it provides a detailed proposal of its plans for exploitation of the New IPR and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Contractor which use the New IPR, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Authority to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Authority may reasonably request; and*
				3. *where the Contractor proposes to discount the prices offered to the Authority in return for the right to exploit the New IPR, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 17.7.1 above have been applied to the price for the Services offered to the Authority and other potential End Users;*
		2. *The Authority shall be under no obligation to:*
			* 1. *offer the New IPR (where this is owned by the Authority) or the Authority Existing IPR on an exclusive licence basis or on any other alternative terms of licensing and ownership; or*
				2. *accept any alternative arrangement proposed by the Contractor under this Clause and the Authority shall be entitled to require the Contractor to deliver the solution on the basis of the same position on ownership and licensing of the New IPR (where this is owned by the Authority) or Authority Existing IPR applies as applies under this Contract. Such agreement does not confer any exclusive right on the Contractor to negotiate with the Authority in relation to the New IPR (where this is owned by the Authority), Authority Existing IPR or any Crown IPR and the Authority shall be entitled to licence, assign and otherwise deal with such IPR (where it owns such IPR) with any other person (except to the extent that the Authority has entered into an exclusive licence with the Contractor in respect of such IPR pursuant to this Contract).*
		3. *The Contractor acknowledges and agrees that the Authority is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Authority will need to consider its position and approach on a case-by-case basis.*

Where the following definitions apply:

|  |  |
| --- | --- |
| **“Intellectual Property Rights”** | includes: 1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
3. all other rights having equivalent or similar effect in any country or jurisdiction;
 |
| **“Existing IPRs”** | means any and all Intellectual Property Rights that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise); |
| **“New IPR”** | means:1. Intellectual Property Rights in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or
2. Intellectual Property Rights in or arising as a result of the performance of the Contractor’s obligations under the Contract and all updates and amendments to the same.

But shall not include the Contractor’s Existing IPR; |
| **“New IPR Item”** | means a deliverable, document, product or other item within which New IPR subsists; |

* 1. Are there any aspects of the IPR clause and definitions that are of concern to you and why? How might these be addressed?
1. **SOCIAL VALUE**

The Department aim to secure additional social value through the procurement of these services in accordance with [Procurement Policy Note 06/20](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts). We have selected the following criteria:

Theme 5 Wellbeing; Outcome: Improve health and wellbeing; MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

* 1. Do you think this theme, outcome and Model Award Criteria (MAC) are suitable and achievable? If not provide reasons.
	2. Do you think there are other themes and MAC that could be added?
	3. Do you consider this a barrier in your intention to apply for this service?
1. **Critical Success factors**
	1. What are the key critical success factors for the project?
	2. What are the major barriers to success? How might these be overcome?
	3. Please use this section to provide any additional information or questions which you feel might be of value or to highlight any additional items that need to be taken into consideration.