

Invitation to apply for entry on to a flexible framework to provide:

**Community Pharmacy Public Health Services**

**Adoption Support**

Handbook 2013

**Application Instructions**

**The deadline for submission of all Applications is: 28th August, 2018**



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**Contents**

|  |  |  |
| --- | --- | --- |
| 1 | Introduction | 1 |
| 2 | Application timetable | 2 |
| 3 | Application completion information | 3 |
| 4 | Evaluation criteria | 3 |
|  | Appendix 1: Formalities | 4 |

1. **Introduction** 
   1. **Overview**

Cumbria County Council (the “Council”) is responsible for delivering health outcomes for the people of Cumbria in line with the Public Health Outcomes Framework. In support of this, the Council invites General Practices with premises based in Cumbria (“Providers”), to apply (the “Application”) for entry onto a flexible framework (the “Framework) to provide Public Health Services (“Services”).

Services included in the framework are:-

Lot 1: Sexual Health services in the pharmacy setting, including EHC

Lot 2: Provision of Stop Smoking support

Lot 3: Provision of Influenza vaccine to Council staff (voucher scheme)

Providers are invited to provide only those services for which they meet the competency requirements outlined in the appropriate service specification.

Providers that become able and qualified to provide additional services during the life of the framework may, at the discretion of the Council, be contracted to provide these.

**Value of the contract**

All Services will be remunerated at the fixed tariffs stated in individual specifications.

The Council cannot guarantee a level of activity for any Service.

**Framework term**

The flexible framework will open on 1st October, 2018 and close on 31st March, 2023.

The Framework will continually be advertised and is accessible to new entrants throughout the term of the Framework. If you are unsuccessful after bidding, you can re-apply at any stage and we will inform you whether you are successful or unsuccessful within 1 month of receiving your submission. Documents are available from the council’s website [Cumbria County Council Tendering & Contracts](https://www.cumbria.gov.uk/scprocurement/tenderingandcontracts/tenderingandcontracts.asp) or via our tendering portal [The Chest](http://www.the-chest.org.uk/) and [Contracts Finder](https://www.gov.uk/contracts-finder) .

Please see section 4.1 for the Award Criteria on how to gain access to the Framework.

* 1. **Clarifications about the Services or Application**

Any clarifications relating to the Application process or the Services must be e-mailed to:- [pharmacies@cumbria.gov.uk](mailto:pharmacies@cumbria.gov.uk)

The Council may issue supplementary documentation during the Application process to clarify any issue or amend any aspect of the Application.

The Council will respond to all reasonable clarifications as soon as possible to all except where the information is of a commercially sensitive nature.

* 1. **Clarifications about the content of Applications**

The Council may request clarification of any aspect of a Provider’s Application during the evaluation phase. Providers are asked to respond promptly.

**2. Application Timetable**

## 2.1 **Key dates**

The key dates for this Application (Timetable) are as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue invitation for Applications | 27th July, 2018 |
| Deadline for receipt of Clarifications | 20th August, 2018 |
| Deadline for receipt of Applications | 28th August, 2018 |
| Evaluation of Applications | 31st August, 2018 |
| Intention to award contract decision | 10th September, 2018 |
| Final Award | 26th September, 2018 |
| Contract start date | 1st October 2018 |

Any changes to the Application Timetable will be notified to Applicants as soon as practicable.

## 2.2 **Deadline for receipt of Applications**

Applications should be submitted as described in Section 3 no later than the deadline. The Council recommends that Providers submit their Applications early as any received after the Deadline may not be opened or considered.

## 2.4 **Intention to award Contract**

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

The contract award notification will be sent to each Applicant.

**3. Application completion information**

## **3.1 Applicants should read the following documents:-**

## Specifications for each service. These contain competency requirements; quality indicators, data recording requirements and tariffs for payment.

## Terms and Conditions of the Contract.

## Formalities document regarding the Application process (Appendix 1).

## **3.2 Application documents**

## Applicants are required to complete and submit the following documents:-

## Form of Application

## Commercially Sensitive Information form (if applicable)

## Supplier Questionnaire: Community Pharmacy Open Framework

## Service Questionnaire

## **3.2 Submission process**

## Completed Application documents should be returned:-

## By email to [pharmacies@cumbria.gov.uk](mailto:pharmacies@cumbria.gov.uk), or

1. By “the Chest”:- [www.the-chest.org.uk](http://www.the-chest.org.uk)

## 4. **Award and Evaluation Criteria**

**4.1** **Contract award**

Service Providers must satisfy the Council that they meet the competency and quality requirements for each service set out in individual service specifications.

Evaluation of the application will be scored on the response to questions 8 and 9 in the Service Questionnaire.

|  |  |
| --- | --- |
| Questions | Evaluation criteria |
| Question 7 | Pass/Fail |
| Question 8 | Pass/Fail |

## **APPENDIX 1**

## **FORMALITIES**

* 1. Application documents must be returned via email, post or the Chest and in English.

The Application must be clear, concise and complete and not qualified in any way. The Council reserves the right to mark an Applicant down or exclude them from the procurement if its Application contains any ambiguities or lacks clarity. Applicants should submit only such information as is necessary to respond effectively to this invitation to Apply. Unless specifically requested, extraneous presentation materials are neither necessary nor desired. Applications will be evaluated on the basis of information submitted by the Deadline.

Where the Applicant is a company, the Application must be signed by a duly authorised representative of that company. Where the Applicant is a consortium, the Application must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has Council to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

## 1.2 **Contract terms**

The draft Contract that the Council proposes to use is available on the Council website and on The Chest. By submitting an Application, Applicants are agreeing to be bound by the terms of this Invitation to Apply and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Application unworkable, the Applicant should submit a clarification and the Council will consider whether any amendment to the Contract is required. Any amendments accepted by the Council shall be published through the Chest and shall apply to **all** Applicants. Such amendments shall then be incorporated into and form part of the draft Contract referred to above. Any amendments which are proposed by any Applicants, but not approved by the Council through this process will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Application.

## 1.3 **Warnings and disclaimers**

While the information contained in this Information to Apply is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

Neither the issue of this Invitation to Apply, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

## 1.4 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Data Protection Act 1998 (“Information Legislation”) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall treat all Applicants' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the Information Legislation.

The Council may consult with third-party providers of information before it is disclosed; however it cannot guarantee that this will be done. Applicants are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the template provided at Schedule 7.

It shall be at the Council’s sole discretion whether or not information is released under the Information Legislation. If the Applicant is not prepared to accept this then it should not submit an application to the Council.

Applicants should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website. Further the Council routinely publishes information that has been released following a request under the Information Legislation.

## 1.5 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Application, its contents or any proposals relating to it without the prior written consent of the Council.

## 1.6 **Applicant conduct and conflicts of interest**

Any attempt by Applicants or their advisors to influence the contract award process in any way may result in the Applications being disqualified. Specifically, Applicants shall not directly or indirectly at any time:

* Devise or amend the content of their Application in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Application, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Application.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting an Application.
* Canvass the Council or any employees or agents of the Council in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Application or Provider.

Applicants are responsible for ensuring that no conflicts of interest exist between the Applicant and its advisers, and the Council and its advisors. Any Applicant who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

## 1.7 **Council's rights**

The Council reserves the right to:

* Waive or change the requirements of this Invitation to Apply from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of an Applicant's submission.
* Disqualify any Applicant that does not submit a compliant Application in accordance with the instructions in this Invitation to Apply.
* Disqualify any Applicant that is guilty of serious misrepresentation in relation to its Application.
* Withdraw this Invitation to Apply at any time, or to re-invite Applicants on the same or any alternative basis.
* Choose not to award any Contract or accept any application as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## 1.8 **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by an Applicant in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

1.9 **Policies**

The Applicant may be asked to provide evidence of: policy and procedure documents that cover the following:

* Safeguarding
* Equality and diversity
* Health and Safety
* Privacy, confidentiality and consent
* Data protection
* Information sharing
* Financial management and control