

**Specification for the delivery of the
Local Involvement Network (LINk) Host
service
in
Bath & North East Somerset**

Contract Reference No SWCE-8ZLGR9

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1 INSTRUCTIONS AND INFORMATION

1.1 Background

This specification details a service requirement for an organisation to act as the Host to the B&NES LINK from 1st December 2012 – 31st March 2013.

Bidders must utilise the Supplying the South West portal www.supplyingthesouthwest.org.uk as the vehicle to manage this procurement including the relaying of tender documents and to communicate messages so that a transparent, fair and consistent approach is demonstrated.

This Invitation to Tender (ITT) comprises:

- Section 1: Instructions and information;
- Section 2: Background;
- Section 3: Deliverables;
- Section 4: Requirements of the Service Provider;
- Appendices 1,2,3 and 4: Appendix 2 contains the criteria showing the information required from bidders, and the way that bids will be scored.

1.2 Tender Submission

On receipt of this ITT, bidders should examine all the documentation and report any apparent ambiguity or discrepancy in the documentation, and confirm on ProContract whether they intend to respond.

If a tenderer decides not to submit a tender, the tenderer should confirm on ProContract that they wish to opt out.

Any queries in connection with this invitation and associated documentation must be submitted using the 'Discussion' section of ProContract. Please ensure that you do not include any details that could identify your organisation, as the question and the response will be made available to all bidders (if relevant). **Email or telephone enquiries will not be accepted.**

Bidders are required to submit their tender via ProContract by the deadline shown on the Supplying the South West portal. Tenders submitted late or by any other means will not be accepted.

Prior to the date for the return of the tenders, the Council may clarify, amend or add to the tender documentation. Tenderers will be notified of any amendments via ProContract and all amendments shall form part of the tender documentation.

All tenders must be submitted in accordance with the following instructions in this section (1) and in Appendix 2.

Prior to the date for the return of the tenders, the Council may clarify, amend or add to the tender documentation. Any instruction will be issued through the Supplying the South West portal, 'Discussion' section, to every bidder and

shall form part of the tender documentation. The bidder shall promptly acknowledge receipt of such instructions.

After submitting their bid, bidders may submit an amended bid at any point up to the deadline, and only the final version will be viewable by the Council. We therefore recommend submitting your bid at least 24 hours before the deadline.

Bidders must state whether any members or officers of the Council have any direct or indirect interest in your business or in the preparation or submission of their tender.

Tenders must be typewritten, preferably in Arial black 11 point, completed in English, and prices must be quoted in GBP sterling. Costs and prices submitted must be exclusive of VAT.

Prices quoted in the tender shall be deemed to include all taxes, duties, insurance premiums, guarantees or other costs associated with the provision and delivery of the services and exclude VAT if and where appropriate.

Tenders must be submitted by 12:00 on **Tuesday 13th November 2012**. No extensions shall be granted to bidders for any reason.

1.3 Tender Evaluation and Award

Responses will be evaluated on the following quality/cost ratio:

| | |
|---|-----|
| Cost (see Appendix 1 below) | 50% |
| Service Delivery (see Appendix 2 below) | 50% |

The preferred supplier will be the organisation with the highest overall score.

1.4 Scoring Classification

A maximum of 50% is available to the most competitive financial bid, with all other bids awarded marks on a pro-rata basis (i.e. the lowest bid cost, divided by your bid cost, then multiplied by 100). The weighting shall constitute 50% of the total tender score.

The following scoring mechanism will be used to allocate scores against responses contained in the Tender Submissions, which shall constitute 50% of the available marks:

| Standard of Bidder Response | Score |
|--|-------|
| Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence. | 8-10 |
| Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns. | 4 - 7 |
| Inadequate response ; fails to meet some requirements and is | 1 - 3 |

| | |
|---|---|
| generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern. | |
| No response provided and/or substantial omissions which make the response fundamentally unacceptable and give the Council cause for major concern. | 0 |

The Council are not bound to accept the overall best solution based on the methodology as described in this ITT. Nothing in this ITT shall require the Council to award a contract and the Council shall be able, at its sole discretion, to withdraw the ITT before the date for submission or withdraw from discussions at any stage.

1.5 Special Terms and Conditions

The Agreement will commence on 1st December 2012 and terminate on 31st March 2013 unless the contract is terminated before that date (see Terms and Conditions).

Bidders are responsible for obtaining all information necessary for the preparation of the tender. The Council will not reimburse or be responsible for any costs incurred by bidders in connection with the preparation or delivery of the tender.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other bidders. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the bidder concerned will not be consulted. If a bidder is excluded from consideration, the bidder will be notified.

The tender documents must be treated as private and confidential. Bidders must not disclose the fact that they have been invited to tender or release details of the tender documents other than on an 'in confidence' basis to those who have a legitimate need to know or whom they need to consult for the purposes of preparing the tender.

Unless otherwise indicated the copyright in all tender documentation supplied with or pursuant to this invitation to tender belongs to the Council.

Bidders should note that copyright in this ITT rests with Bath & North East Somerset Council. The bidder shall treat all information contained within the ITT as strictly private and confidential, details of which should not be disclosed to any party, direct or indirect, except to the extent necessary for the preparation and submission of the tender.

Any bidder who directly or indirectly canvasses any member or officer of the Council or any of its advisers concerning the award of the contract for the provision of the services shall be disqualified.

Any bidder who:

- fixes or adjusts the amount of its tender by, or in accordance with, any agreement or arrangement with any other person; or
- communicates to any person, other than the Council, the amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender, for insurance purposes); or
- enters into any agreement or arrangement with any other person that it shall refrain from tendering or that it should withdraw any tender once submitted or vary the amount of any tender to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to this tender or any other tender or proposed tender or any other act or omission;
- Any unauthorised amendment, qualification or deletion of, or addition to the tender documents, issued by the Council, shall invalidate the tender shall be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such collusion may attract).

1.6 Equalities

The Council is committed to equality of opportunity as set out in the [Corporate Equality Commitment](#). It is also committed to meeting its duty under the Equality Act 2010 and expects all contractors working with or providing a service for the Council to support the Council in meeting its obligations under the equality duty.

The Equality Duty

- Eliminate unlawful discrimination harassment, victimisation and other conduct prohibited by the Act
- Advance equality of opportunity by opportunity
- Foster good relations between people who share a characteristic and those who don't.

All goods, services and facilities will be undertaken in line with the Council's equality commitments.

The Council requires Contractors providing supplies, services or works on behalf of the council to adopt policies and practices that, at a minimum, comply with legislation, promote equality of opportunity in employment and service provision.

The Contractor shall notify the Council through the portal, and qualified in writing to the Council's Corporate Procurement Office, as soon as it becomes aware of any investigation of or proceedings brought against the Contractor

under the Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation.

Where any investigation is conducted or proceedings are brought under any of the equalities legislation which arise directly or indirectly out of any act or omission of the service provider, its agents or subcontractors, or the Staff, and where there is a finding against the service provider in such investigation or proceedings, the service provider shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay a third party.

1.7 Legal

The issue of this invitation to tender in no way commits the Council to award any contract pursuant to the tender process. The Council is not bound to accept the lowest or any tender and reserves the right to accept any tender, either in whole or in part or parts. Nothing in this invitation to tender shall require the Council to award a contract and the Council shall be able, at its sole discretion, to withdraw the invitation to tender before the date for submission or withdraw from discussions at any stage.

The tenderer is responsible for obtaining all information necessary for the preparation of the tender. The Council will not reimburse or be responsible for any costs incurred by tenderers in connection with the preparation or delivery or in the evaluation of the tender.

1.8 Local Healthwatch tender

During the period of this tender, the Council will be issuing an ITT for the provision of a Local Healthwatch service.

The Council is unequivocal in stating that the provider of the LINK Host service will not receive any advantage whatsoever should they wish to tender for the Local Healthwatch service.

Similarly, any organisation which has been unsuccessful in their bid to provide the LINK Host service will in no way be disadvantaged should they wish to tender for the Local Healthwatch service.

All bids for all tenders advertised by the Council are assessed strictly against the criteria stated in the ITT: performance in other bids form no part of the assessment process.

2 BACKGROUND

Under the *Local Government and Public Involvement in Health Act 2007*, each local authority was required to procure a Host organisation to enable, support and facilitate the Local Involvement Network (LiNK) in its activities, under the direction of the LiNK.

The Host service to the B&NES LiNK was, from 1st July 2008 until 19th October 2012, provided by Scout Enterprises Ltd. On the latter date the company was formally wound up and went into liquidation, with the concomitant loss of staff. Consequently, their provision of the Host service to the LiNK ceased on that date.

As there is a statutory requirement for the provision of a Host service until 31st March 2013, after which LiNKs will cease to exist and Local Healthwatch will come into existence, B&NES Council now wishes to tender for an organisation to provide a Host service to the B&NES LiNK from 1st December 2012 to 31st March 2013.

3 DELIVERABLES

The following deliverables will be required for the duration of the contract:

- to ensure that the B&NES LiNK's statutory duties have been met;
- people are able to gain access to the LiNK through avenues and opportunities that suit them;
- people know what the LiNK is doing and why, and are able to comment on it;
- to organise LiNK committee meetings as required by the LiNK committee Chair and Vice Chairs; to notify in advance all interested parties of the dates of the meetings; to service the meetings through the provision of agendas, minutes and any other appropriate administrative tasks;
- to support LiNK members in their attendance of ongoing representational activity including the Health and Wellbeing Board and Council Scrutiny panels. To attend such meetings where LiNK representation is not available unless agreed in advance with the Council;
- to organise and undertake briefing sessions for the Council's Elected Members and officers;
- to compile and distribute a monthly bulletin of LiNK activities, both electronically and by post;
- to undertake other appropriate administrative tasks, e.g. payment of LiNK members' expenses;
- to pass to the provider of Healthwatch B&NES (Local Healthwatch) any and all relevant information which the Council and provider agree is required for an effective Healthwatch service;

- to liaise regularly with the Council and the LINK's Chair and Vice Chairs regarding the above activities.

4 REQUIREMENTS OF THE SERVICE PROVIDER

- Familiarity with the structure and role of a LINK;
- Knowledge of the contexts in which LINKs operate, especially in their relationship with their local authority;
- Knowledge of the demographics of Bath & North East Somerset;
- Administrative expertise, including the organisation of meetings:
 - Sending out notices of meetings;
 - Compiling agendas and other relevant papers in liaison with the LINK Chair;
 - Arranging accessible venues for meetings
 - Organising refreshments
 - Taking and distributing minutes of meetings
- Good interpersonal skills – able to form and maintain good working relationships with the B&NES LINK Chair, Deputy Chairs and other members.

5 TUPE

Please note: Until 19th October 2012 the LINK Host service was provided by an external contractor, Scout Enterprises Ltd. On that date Scout Enterprises Ltd went into liquidation.

Employee information received from Scout Enterprises concerning the three members of their staff who delivered the B&NES LINK Host service is contained in Appendix 3. Tenderers should note that the Council is not able to guarantee the accuracy of the information and will not accept any liability as to its accuracy. Tenderers are advised to seek independent professional advice on the application of TUPE: the Council is not able to offer advice to bidders on TUPE issues.

APPENDIX 1 – Contract value

The maximum funding available for this contract is £10,000 (ten thousand pounds).

APPENDIX 2 - Criteria and scoring method for tender responses

1. Organisational requirements

An organisation will only be considered for this contract if:

- 1.1 its total budget for the provision of the service does not exceed the amount stated in Appendix 1 above, unless notification of an amended sum is issued to bidders through ProContract;
- 1.2 it submits the documents listed in Criteria 1. below;

2. Criteria and scores for tender responses

A Fail for Criteria 1 below will result in the bid being excluded from the assessment process.

You are required to provide the documents specified in section 1 below and a written response to each of sections 2.1 – 2.3 and 3. below. Do not amalgamate responses to two or more sections into a single response. Each response will be scored as shown.

We would prefer you to use Arial 11 point black for your responses. All responses must be in English.

Please do not include hyperlinks, attachments or any other material in your responses, as they will not be taken into consideration.

| Criteria | Scoring |
|---|---|
| 1. Provide hard or soft copies of the following documents from your organisation, which should be current at the time they are submitted: <ul style="list-style-type: none">• Safeguarding policy• Health and safety policy• Equal opportunities policy• Public liability insurance certificate | Failure to provide one or more of these documents will result in a Fail |
| 2.1 How will you operate within B&NES to ensure that the interests of the whole of the B&NES demographic continue to be addressed? <u>Response (200 words maximum):</u> | 15% |
| 2.2 Demonstrate: <ul style="list-style-type: none">(a) how you will prioritise the deliverables listed in section 3 above;(b) how you will work with the LINK's Chair and Deputy Chairs to ensure that they remain efficient and effective in delivering the LINK's statutory duties. <u>Response (200 words maximum):</u> | 20% |

| | |
|--|----------------------|
| | |
| 2.3 How will you ensure that the current LINK members remain involved in delivering the LINK within B&NES? <u>Response (200 words maximum):</u> | 15% |
| Sections 2.1 – 2.3 above will each be scored as follows: | |
| Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence. | 8 - 10 |
| Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns. | 4 - 7 |
| Inadequate response ; fails to meet some requirements and is generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern. | 1 - 3 |
| No response provided and/or substantial omissions which make the response fundamentally unacceptable and give the Council cause for major concern. | 0 |
| The total marks awarded for sections 2.1 – 2.3 will comprise 50% of the overall score. | |
| 3. Please state the total cost to the Council, excluding VAT, for supplying this service over the full period of the contract. | 50% of overall score |

3. Overall scoring

Responses will be evaluated on the following quality/cost ratio:

Quality (Criteria 2.1 – 2.3 above) 50%

Cost (Criterion 3 above) 50%

The preferred supplier will be the organisation with the highest overall combined score.

APPENDIX 3 – B&NES LINK Host: Employee Information (see section 5 above)

| Employer | M/F | Contract | Job Title | Location | Type of Contract | Weekly Contracted Hours of Work |
|-----------------------|-----|------------|----------------------------------|----------|------------------|---------------------------------|
| Scout Enterprises Ltd | M | B&NES Link | Contract Manager | Bath | Standard | 18.5 |
| Scout Enterprises Ltd | F | B&NES Link | Administrator | Bath | Standard | 25 |
| Scout Enterprises Ltd | F | B&NES Link | Co-ordinator /Development Worker | Bath | Standard | 18.5 |

| Annual Gross Salary | Additional Notes | Employment Start Date | Age: Note please do not enter date of birth | Does the employee currently work for, or have they ever worked for the civil service or other public sector employers (under the meaning of the Cabinet Office guidance on fair deal for staff pensions?) | Remarks | Holiday entitlement (excluding national holidays) | This year | Remaining |
|----------------------------|-------------------------|------------------------------|--|---|--|--|------------------|------------------|
| £28,876.00 | None | 24.11.2003 | 63 | Yes | Early retirement from NHS following redundancy | 23 | 23 | 23 |
| £11,452.00 | None | 12.10.2009 | 47 | No | None | 21 | 21 | 12 |
| £11,337.00 | None | 06.10.2008 | 46 | No | None | 13 | 13 | 13 |

| Booked | Disciplinary/ grievance | Court/ Tribunal | Sickness (2 years) | CRB Status | Right to Work |
|---------------|--------------------------------|------------------------|---------------------------|-------------------|----------------------|
| 0 | None | None | 0 | Yes | Yes |
| 4 | None | None | 8 | No | Yes |
| 0 | None | None | 4 | Yes | Yes |

Job Title: Administrator

Responsible to: LINK Co-Ordinator/Development Worker

Base: Bath

Hours: 25 per week

Job Summary: The post holder will be responsible for the provision of effective administrative support to the LINK Co-Ordinator/Development Worker and Contract Manager working with the Bath & North East Somerset LINK.

Main Responsibilities:

1. Establish and maintain administrative systems which support the effective operation of the LINK.
2. Ensure effective use of IT systems to store and disseminate relevant information.
3. Maintain database of information for all LINK, members, participants and contacts
4. Co-ordinate diaries of staff and take responsibility for the organisation of LINK meetings
5. Maintain list of LINK meeting venues and room bookings.
6. Take notes/minutes of meetings when requested to ensure accurate notes/minutes/letters/emails are sent out appropriately.
7. Support liaison between Host staff and LINK participants.
8. Act as a contact point for all enquiries/requests from LINK members and the public either by telephone, email or face-to-face, and deal with accordingly during agreed office hours.
9. Prioritise workload to ensure deadlines are met.
10. Support LINK meetings in the absence of the Development Worker or Contract Manager in B&NES.
11. General office duties, to include photocopying, filing, post, distribution log and any other duties commensurate with the post.
12. Involvement in producing newsletters, LINK publicity materials and bulk mailouts.
13. Operate within Data Protection Legislation and LINK Confidentiality Policy
14. Undertake other duties appropriate to the post as directed.

Job Description

Job Title: LINK Co-Ordinator/Development Worker

Responsible to: Contract Manager

Base: Bath

Hours: 18.5 per week

Job Summary:

The post holder will be responsible for the promotion of the LINK to people and organisations throughout Bath and North East Somerset, and for the recruitment and development of Members of the LINK. He/she will also assist the LINK in the understanding of health and social care issues and the development and carrying out of its work programme.

The post holder will also be responsible for co-ordinating the LINK's work plan and to ensure provision of effective administrative support for BANES LINK.

Main Responsibilities:

- to support involvement and consultation with residents of Bath & North East Somerset for the purposes of developing and promoting the LINK.
- to recruit individuals and groups to participate in the LINK, and to develop and maintain public awareness of the LINK and its activities.
- to carry out all work with close attention to equalities and accessibility issues, and to promote diversity in the LINK membership, work and public engagement.
- to ensure a representative spread of involvement and the involvement of traditionally "hard-to reach" groups within the community through "outreach" work and other innovative techniques of engagement.
- to identify training and development needs of LINK Members, and to develop ways of meeting these needs.
- to work with the LINK members and the Host team to identify realistic objectives in respect of workplan projects, and to assist with the prioritisation of this work.
- to research background information as necessary, and gather information to inform projects and LINK activities.
- to assist the Contract Manager in the support and monitoring of LINK project work.
- to work with the Contract Manager to develop engagement tools (including questionnaires for surveys). and to collate, analyse and interpret data and the findings from the LINK's work.
- with the assistance of the Administrator, to organise meetings and events on behalf of the LINK, such as LINK workshops and public health initiatives.
- to develop good working relationships with the relevant NHS Trusts, B&NES Primary Care Trust, Bath & North East Somerset Council and the statutory regulators of health and social care, as well as other appropriate statutory and

voluntary agencies and groups.

- to develop and maintain own knowledge base on national and local health and social care issues and activities.
- to assist in the research for and production of newsletters, bulletins, and other information, and to develop the LINK's marketing and publicity materials (including leaflets and posters).
- to work with the LINK team in the production and delivery of public presentations on the LINK and its work.
- to help the LINK to increase understanding and knowledge of local health and social care issues.
- to ensure effective use of IT systems to disseminate relevant information, and to make a major contribution to the promotion, monitoring and updating of the LINK web site.
- to identify and develop public involvement opportunities on behalf of the LINK.
- to undertake other duties related to the LINK as necessary or at the direction of the Contract Manager.
- Provide line Management for the LINK Administrator and Assistant Development Worker, to ensure effective Administration is provided for the LINK contract.
- Set up office systems and ensure effective use of IT for storing and disseminating relevant information, including record keeping and maintaining database of information for all LINK contacts
- Prioritise workload to ensure that own and team deadlines are met.
- Operate within Data Protection Legislation and LINK Confidentiality Policy

Job Description

Job Title B&NES LINK Contract Manager

Location: Bath

Hours: 18.5 per week

Main Purpose of Job:

To provide the strategic lead function for the B&NES LINKs, including management of staff, work planning and service delivery.

Reporting Structure:

You report to: Divisional Manager

Those that report to you: LINK staff and volunteers of LINK

Key Tasks and Responsibilities:

Management:

- To be responsible for planning and implementing the work of the LINK team in line with the requirements of the organisation, contract manager and the LINK governance structures;
- To develop and ensure the implementation of processes, protocols, policies and partnership agreements as required by the LINK membership;
- To develop and support the governance arrangements for the LINK;
- To be responsible for monitoring and reporting against the operational plan for the LINK, reporting to the governance structures as agreed;
- To manage the process of mapping engagement activities and developing engagement mechanisms to meet the LINK needs;
- To develop and manage a communications strategy and implement information sharing processes.

Strategic Work:

- To develop and support the LINK to have a high profile within the community and amongst service providers;
- To develop strategic relationships with statutory and VCS partners;
- To liaise with appropriate individuals and organisations such as NHS bodies, Councils, Overview and Scrutiny Committee and strategic partnerships;
- Support the LINK to implement transparent and accountable work practices
e.g. overseeing the governance structures, managing membership, dealing with complaints and ensuring standards are met;
- To promote the work of the LINK throughout the area, and to encourage engagement from all sections of the community;
- To effect relationships through partnership building with senior strategic managers in the statutory sector;

- To liaise with partners to effect change in organisations and service delivery;
- To attend diverse partnerships and forums to promote the work of the LINK;
- To work with a diverse range of stakeholders, to manage conflict and competing interests;
- To complete presentations and reports to a variety of audiences.

Financial:

- To manage the budget for the LINK in line with organisational policy and contractual obligations;
- To work with the management team and LINK governance structure to review and plan expenditure;
- To complete reports and monitoring information as required.

General:

- To be responsible for the day to day management and supervision of the LINK support staff;
- Develop and oversee a volunteer recruitment and support programme and ensure staff/volunteers are supported and appropriate training available;
- Ensure there is adequate induction and support for staff, LINK members, the network itself and volunteers;
- To work with volunteers and empower all members of the community to engage with the LINK;
- To analyse complex information and be informed by relevant legislation and specific guidance in relation to LINK;
- To produce quality written reports, presenting accessible information to a diverse audience;
- To work to combat all forms of discrimination, and to ensure that the principles of equal opportunities are implemented in all work undertaken on behalf of the Company and LINK;
- To work as a member of management team adhering to all policies and procedures, and to contribute to the development of policy and good practice within the Company;
- To work flexible work patterns if necessary in response to the needs of the LINK membership and other partners. This may include weekend and evening working;
- To carry out the above duties, and any other duties commensurate with the responsibilities of the post which may reasonably be required, in a manner which actively supports and promotes Company's aims and policies;

APPENDIX 4 - Abbreviations and Definitions used in this document

The following abbreviations and terms are used throughout this document:

| | |
|---------------------|--|
| B&NES - | Bath & North East Somerset |
| (The) Council - | Bath & North East Somerset Council |
| Healthwatch B&NES - | Healthwatch B&NES always refers to the B&NES Local Healthwatch unless stated otherwise |
| ITT - | Invitation to Tender |
| LINK - | Local Involvement Network |
| TUPE - | Transfer of Undertakings (Protection of Employment) |