

United Kingdom-Stafford: Other community, social and personal services

OJ S 3/2016 06/01/2016

Contract notice

Services

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: Staffordshire Procurement

Postal address: Staffordshire County Council, No 2 Staffordshire Place

Town: Stafford

Postal code: ST16 2LP

Country: United Kingdom

For the attention of: Helen Fry

E-mail: helen.fry@staffordshire.gov.uk

Telephone: +44 1785854288

Fax: +44 1785278286

Internet address(es):General address of the contracting authority: www.staffordshire.gov.uk/purchasing**Additional information can be obtained from:**

the abovementioned address

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:

the abovementioned address

Tenders or requests to participate must be submitted: the abovementioned address**I.2. Type of the contracting authority**

Regional or local authority

I.3. Main activity

General public services

I.4. Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities: yes

Official name: Tamworth Borough Council

Postal address: Marmion House, Lichfield Street

Town: Tamworth

Postal code: B79 7BZ

Country: United Kingdom

Official name: Newcastle-under-Lyme Borough Council

Postal address: Merrial Street

Town: Newcastle

Postal code: ST5 2AG

Country: United Kingdom

Section II: Object of the contract

II.1. Description

II.1.1. Title attributed to the contract by the contracting authority

Voluntary, Community and Social Enterprise (VCSE) Sector Strategic Capacity Building Partner.

II.1.2. Type of contract and place of performance or delivery

Services

Service category No 25: Health and social services

NUTS code UKG24 Staffordshire CC

II.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Framework agreement with a single operator

Duration of the framework agreement

Duration in years: 4

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT:

Range: between 2 375 820 and 4 119 700 GBP

II.1.5. Short description of the contract or purchase(s)

Staffordshire County Council (The Council) want to commission a VCSE Strategic Capacity Building Partner to identify and develop together creative and innovative ways to support and develop the VCSE sector.

The Council wants to develop a new type of relationship with the VCSE sector based on building capacity in-line with the Council's priority outcomes.

This will be a strategic partnership that will:

- Build capacity in the local VCSE sector in a targeted way, focusing on prevention, early help and local need;
- Provide strong leadership, working in partnership with other infrastructure organisations locally and effectively supporting the Council to deliver its priorities;
- Ensure the Council can work effectively with the VCSE sector to co-design commissioning strategies and community based approaches;
- Support the local VCSE sector to be sustainable and lead on bringing additional funding into Staffordshire.

1 economic operator will be appointed and there will be 1 contract lot across the area of Staffordshire, excluding Stoke-on-Trent.

The Framework Agreement is anticipated to commence on 1.8.2016 and expire on 31.7.2020.

The value of the Framework Agreement is 2 375 820 GBP to 4 119 700 GBP over a total 5 year call-off period which comprises of:

- The Council's maximum budget for the services is 791 940 GBP per annum for Year 1, Year 2 and Year 3 of the Framework Agreement. The Council intends to call-off the Framework Agreement for 3 years. The Framework Agreement will be reviewed in Year 2 to assess performance and a decision will be made during the Contract Period with regards to a call-off Contract being entered into for a further period of up to 2 years after Year 3. During any further call-off contract after Year 3 a possible budget saving of 500 000 GBP may be applied.
- 100 000 GBP from Tamworth Borough Council, at a maximum of 20 000 GBP per annum, Tamworth Borough Council does not guarantee any work under the term of the Agreement.
- 60 000 GBP from Newcastle-under-Lyme Borough Council, at a maximum of 12 000 GBP per annum, Newcastle-under-Lyme Borough Council does not guarantee any work during the term of the Agreement.

To register your interest and to download the tender documents, please visit: <http://www.staffordshire.alito.co.uk/>

The County Council will also be holding a Bidders Event from 14:00-17:00 on 27.1.2016 in the Trentham Suite, Staffordshire County Council, Staffordshire, Place 1, Ground Floor, Tipping Street, Stafford, ST16 2DH. If you wish to attend please confirm your attendance by 22.1.2016 using the clarifications process through <http://www.staffordshire.alito.co.uk/>

II.1.6. CPV code(s)

98000000 Other community, social and personal services

II.1.7. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

II.2.2. Information about options

Options: no

II.2.3. Information about renewals

This contract is subject to renewal: no

II.3. Duration of the contract or time limit for completion

Duration in months: 48 (from the award of the contract)

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

III.1.4. Contract performance conditions

The performance of the contract is subject to particular conditions: no

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

III.2.2. Economic and financial ability

List and brief description of conditions: Any tender may be rejected from a company /organisation who inter alia:

- (a) Is bankrupt or is being wound up, where his affairs are being administered by the Court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the Court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- (c) Has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) Has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
- (e) Has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) Has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (g) Is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information;
- (h) Has been the subject of a conviction for participation in a criminal organisation as defined in Article 2 (1) of Council Joint Action 98/733/JHA;
- (i) Has been the subject of a conviction for corruption, as defined in Article 3 of the Council Act of 26.5.1997 and Article 3 (1) of Council Joint Action 98/742/JHA respectively;
- (j) Has been the subject of a conviction for fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (k) Has been the subject of a conviction for money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10.6.1991 on prevention of the use of the financial system for the purpose of money laundering.

Please refer to Regulation no 23 of the Public Procurement Regulations 2006 (SI No 5) for additional rejection criteria (see link): <http://www.opsi.gov.uk/si/si2006/20060005.htm>

The applicant must meet the minimum set standards of economic and financial standing to service the term and value of the contract.

Financial checks will be undertaken for economic operators using 1 or more of the Council's current financial assessors n2check (www.n2check.com), Dunn and Bradstreet (www.dnb.co.uk), Experian (www.experian.co.uk). Economic operators will be assessed according to the level of risk stipulated by the financial assessors used. Your submission may be rejected, if you are given an above average/higher than average risk rating or poorer by 1 or more of the assessors used. Note:

1. It is the responsibility of the economic operator to ensure that the appropriate accounts have been filed and that the credit information held is correct.
2. Should economic operators wish other financial information to be taken into account to support the economic and financial check this should be submitted with the response to the ITT. SCC reserves the right to request further financial information and to take this into account where necessary in addition to the level of risk stipulated by the financial assessors.
3. For sole traders/partnerships where third party financial assessments are not available the assessment will be undertaken using a financial spreadsheet detailing trading account data for the last 3 years.

Minimum level (s) of standards possibly required:

The organisation should hold as a minimum the following insurance levels or be able to provide with their response, a written statement advising that should they be awarded the

contract they will have the required levels of insurance in place for the commencement of the contract.

Public Liability — 5 000 000 GBP;

Employers Liability — 5 000 000 GBP;

Professional Indemnity — 2 000 000 GBP.

Failure to achieve or agree to this may lead to disqualification.

III.2.3. Technical and professional ability

List and brief description of conditions:

Minimum level (s) of standards possibly required:

The organisation should hold as a minimum the following insurance levels or be able to provide with their response, a written statement advising that should they be awarded the contract they will have the required levels of insurance in place for the commencement of the contract.

Public Liability — 5 000 000 GBP;

Employers Liability — 5 000 000 GBP;

Professional Indemnity — 2 000 000 GBP.

Failure to achieve or agree to this may lead to disqualification

2 references are required as per the ITT documentation. Failure to provide may lead to disqualification. Disqualification will occur if the submission is not willing to comply with DBS requirements.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

Execution of the service is reserved to a particular profession: no

III.3.2. Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: no

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Open

IV.1.2. Information about the limits on the number of candidates to be invited

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated no

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

SCHG00143

IV.3.2. Previous publication concerning this procedure

Prior information notice

Notice number in the OJ S: [2015/S 096-174071](#) of 20.5.2015

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

Payable documents: no

IV.3.4. Time limit for receipt of tenders or requests to participate

26.2.2016 - 12:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

IV.3.7. Minimum time frame during which the tenderer must maintain the tender

Duration in days: 160 (from the date stated for receipt of tender)

IV.3.8. Conditions for opening of tenders

Date: 26.2.2016 - 12:30

Persons authorised to be present at the opening of tenders: no

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

VI.3. Additional information

— Electronic ordering will be used and/or electronic invoicing will be accepted and/or electronic payment will be used;

— Indicate if there will be any limitation of the number of Lots awarded to 1 tenderer; any reason why contract is not sub divided into lots where relevant.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Staffordshire Procurement

Postal address: Staffs County Council, No 2 Staffordshire Place

Town: Stafford

Postal code: ST16 2LP

Country: United Kingdom

Body responsible for mediation procedures

Official name: Staffordshire Procurement
Postal address: Staffs County Council, No 2 Staffordshire Place
Town: Stafford
Postal code: ST16 2LP
Country: United Kingdom

VI.4.2. Review procedure

Precise information on deadline(s) for review procedures: The Contracting Authority will incorporate a minimum 10 calendar day standstill period (or 15 days where non-electronic or fax methods are used) at the point that an award decision notice is communicated to tenderers. The award decision notice will specify the criteria for the award of the contract /framework agreement, the reasons for the decision including the characteristics and relative advantages, the name and score of the successful tender, and will specify when the standstill period is expected to end or the date before which the contracting authority will not conclude the contract/framework agreement. If an appeal regarding the award of a contract/framework agreement has not been successfully resolved, the Public Contracts (Amendment) Regulations 2009 provide for aggrieved parties who have been harmed or are at risk of a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within 3 months). The Court may order the setting aside of the award decision or may order the Contracting Authority to amend any document and may award damages. If a framework agreement has been entered into the Court may make a declaration of ineffectiveness or may order that the duration of any relevant specific contract be shortened and additionally may award damages. The time limit for seeking such a declaration is generally 30 days from notification of the award (either by award decision notification or contract award notice depending upon the circumstances) or otherwise 6 months.

VI.4.3. Service from which information about the review procedure may be obtained

Official name: Staffordshire Procurement
Postal address: Staffs County Council, No 2 Staffordshire Place
Town: Stafford
Postal code: ST16 2LP
Country: United Kingdom

VI.5. Date of dispatch of this notice

4.1.2016