



INVITATION TO TENDER
issued under ESPO framework agreement no. 394 by
Bracknell Forest Borough Council for the Provision of an

ELECTRONIC HOMECARE MONITORING AND ROSTERING (SCHEDULING) SYSTEM

Closing Date for tenders: XXXXX

Contract Commencement Date: XXXXX

This invitation to tender document is issued by the Council as a secondary competition exercise under framework agreement no. 394, for the supply of electronic homecare monitoring and rostering (scheduling) systems, established by the Eastern Shires Purchasing Organisation (ESPO). In responding to this invitation to tender, Contractors acknowledge and accept that the terms and conditions at Appendix A applicable to the operation of the framework will apply.

For more information about these documents and ESPO's frameworks, please contact ESPO:

Your contact at ESPO

- **Richard Skelton, Senior Buyer
(Strategic Procurement & Commissioning)**
- XXXXX
- **Eastern Shires Purchasing Organisation**
- XXXXX

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*** (for completion by the Tenderer)**

1. INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION

- 1.1.1 Bracknell Forest Borough Council (herein after referred to as “the Council”) invites tenders from all Contractors taken from the Eastern Shires Purchasing Organisation (ESPO) Framework Contract Approved Suppliers list for electronic homecare monitoring and scheduling solutions.
- 1.1.2 The Council is tendering for the following services:-
- a) Lot A - an integrated electronic time monitoring system (incorporating lone working) and rostering system for its in-house Intermediate Care Service. No timesheets, payroll or billing functionality is required.
 - b) Lot B - an electronic time monitoring system for external providers of home support services.
- 1.1.3 The outline requirement is for systems which are hosted by the system provider. The system/s will provide live data, which can be viewed by Support Providers and the Council. The system will be required to support the electronic transfer of data in a secure manner.
- 1.1.4 The system/s will be required to raise alerts to the Intermediate Care Service and Support Providers on missed or late calls, to provide tailored reports to the Council, and for Lot B to produce invoices for people who receive the service, and make payments to the Support Providers. The system/s will be expected to generate a varied range of reports and information in Excel version 97, 2000, XP pr 2007, as a minimum.
- 1.1.5 The system specifications and requirements for Lot A and Lot B are based on the information received at the present time, systems must be flexible and easily upgraded or modified to cope with future demands.
- 1.1.6 Handheld devices are required for the ETMS system for Lot A.
- 1.1.7 A mixed solution of landline and handheld devices are required for the ETMS system for Lot B. The split between solutions is estimated at 80% landline and 20% handheld devices. Please note that these figures are for information only and may vary.
- 1.1.8 The Council is issuing this invitation to tender as a further competition under the established ESPO MSTAR Framework (reference 394/12)
- 1.1.9 The Definitions as detailed in the Terms and Conditions at Appendix A will apply where referred to in this further competition tender document

1.2 BACKGROUND

- 1.2.1 Bracknell Forest Council is located in central Berkshire, approximately 30 miles from central London and between the M3 and M4 motorways. It contains six parishes; Bracknell Town, Binfield, Crowthorne, Sandhurst, Warfield and Winkfield. The Borough is administered by Bracknell Forest Council, whose services are divided between four Directorates: Corporate Services, Adult Social Care and Health, Environment, Culture and Communities, Children, Young People & Learning

The Council aims to assist people to live in the community for as long as possible and in an appropriate manner, or to help them to find suitable alternative accommodation if this is their wish and meets their needs.

The Council's vision is of a community where people can thrive; living and working in a clean, safe and healthy environment, a vision that embraces the principles of sustainable communities. A sustainable community is one where all people will want to live and continue to want to live in the future - a community that can stand on its own feet and adapt to the changing and complex demands of modern life.

Intermediate Care

- 1.2.2 The Intermediate Care Service is a non chargeable service which provides short term rehabilitation programmes that help people regain some of their daily living skills. The service currently operates between 8 a.m. to 10 p.m. and is provided 365 days a year, and supports approximately 50 people per week, providing approximately 450 visits per week.
- 1.2.3 Services are typically provided for two to three weeks, up to a maximum of six weeks. The frequency, duration and timings of visits by Support Workers can alter during the intervention. There is therefore, a high turnover of people receiving support. Whilst the majority of support calls start and end at the home of the Individual receiving services, some services are provided outside of the home e.g. at a rehabilitation unit (Bridgewell) owned by the Council and based in Bracknell.
- 1.2.4 Currently the service deploys its workforce using a static roster that requires manual inputs of all changes that take place. Support Workers work on a three weekly rota. Annual leave and sickness is manually recorded. There are three full time care coordinators who currently manually programme and roster staff cover, organise cover for holidays and sickness and respond to new cases and cases closing. As Intermediate Care is a rapid response short term service there is a quick turnover of people in and out of the service.
- 1.2.5 Paper timesheets are completed by the Support Workers and checked by a care coordinator, but only annual leave and sickness is extracted from them. Currently producing and providing management information is fragmented, time consuming and there are concerns regarding accuracy.
- 1.2.6 In regards to lone working, there is a "buddy" system in place (whereby two Support Workers call each other to check that they have finished their shift and are home safely). The systems shall be required to provide a more efficient lone working solution by raising alerts in the event that a Support Worker did not log on or off at the beginning or end of their shift, or failed to attend a call (within specified time limits).

Home Support Services

- 1.2.7 Domiciliary Care to older people and people with long term conditions is currently provided by 12 Support Providers to approximately 400 people, with over 6,000 visits per week. Additionally there is home based support (Supported Living) provided to people with a learning disability or a mental health problem by 5 Support Providers to approximately 140 people, with over 8,000 hours per week. We are unable to advise on the number of visits provided on an average week, due to the flexible nature of how these services are provided.
- 1.2.8 Domiciliary Care is commissioned to be delivered to a given timetable with visits, and the length of visits set in a support plan. Care is currently charged for in 15 minute blocks. Support is provided typically in periods of an hour or less, with several visits to the same Individual, typically up to 10 or 12 visits per week. For people with a learning disability or a mental health problem this may more typically be fewer visits of longer length and the support may be provided on a flexible basis rather than in accordance with scheduled visits. Whilst the majority of support calls start and end at the home of the Individual receiving services, some services are provided outside of the home e.g.

at a leisure centre. Support Providers invoice the Council for the number of hours they provide. The Council, in turn, invoices Individuals for the number of hours and visits that they receive from the Support Provider.

- 1.2.9 The volume of data is paper based, with Individuals signing timesheets confirming that a Support Worker has arrived and departed at a given time. There is considerable administrative burden placed on both Support Providers and the Council in processing data, both within the Council's social care management system, and for financial purposes.
- 1.2.10 Significant sums of money are being spent on care and support that may not be being delivered, through, for example, inaccurate timesheets, or calls falling between two 15 minute block periods and being charged at the higher one, and there are significant costs in the administration of the service.

1.3 REQUIREMENTS

- 1.3.1 The Council is looking to implement electronic systems to bring about efficiencies and improvements in all aspects of service delivery, from implementing minute by minute invoicing and billing, reduction in back office functions and associated 'green' benefits, through the change from paper based systems to electronic systems.
- 1.3.2 The implementation for Lots A and B will be staged:
- Lot A is required to commence on XXXXX, or earlier, in the event that the Contractor could offer an earlier date.
 - Lot B is required to commence on XXXXX with a one month pilot, and a full go-live commencement date of XXXXX.
- 1.3.3 The pilot will be undertaken by the Council's In House Dementia Service. The service provides support to approximately thirteen Individuals, providing approximately 220 hours of support per week with approximately 315 support visits. For full details see Appendix D.
- 1.3.4 Organisations are invited to submit tenders for either Lot A or Lot B, or a joint tender for both Lots. Organisations must be able to meet the XXXXX (at the latest) implementation date for the Electronic Monitoring Time System and rostering system for the Intermediate Care Service. The Council reserves the right to decline any tenders which do not meet the implementation date of XXXXX for Lot A.
- 1.3.5 Tenderers will be expected to submit their bids in accordance with the information contained within this Invitation to Tender and associated documents. This will include providing a demonstration of the system at a site determined by the Council.
- 1.3.6 The systems will be required to work with the Council's existing systems: Liquid Logic Protocol (currently version 2.2.6 HF3), which is the Council's social care management system and Oxford Computer Consultancy's (OCC) Controcc system (currently version 5.1 TAG503), which is the finance and contracts system, as well as the differing rostering and finance systems of Support Providers, as detailed at Appendix D.
- 1.3.7 The Council will require Tenderers to respond to system requirements detailed in the Specifications for both Lot A and Lot B, by rating each requirement (from A – E) in accordance with how well their package matches the requirement, as below:

Scale Value	Denotes
A	Included as standard in the software
B	Not included as standard but can be added at no extra cost
C	Not included as standard but can be added subject to a small charge (up to £100.00), which is included in the modifications costs
D	Not included as standard and would require significant effort to introduce, which is not included in the modifications costs
E	The software is not capable of meeting this requirement

1.3.8 Through this tender exercise, the Council would like to appoint an organisation who shall offer throughout the Contract Period:

- Complete supply chain management solution
- Best value for money
- Comprehensive management information
- Process improvement through innovation
- High Customer satisfaction

1.4 SCOPE

1.4.1 The Council is seeking a homecare Electronic Time Monitoring System/s and rostering solution through the procurement of software and services. The Council seeks a Contractor that can design, specify, supply, implement, manage, maintain and support a system, which meets its in house and homecare partner's needs.

1.4.2 The Council's homecare provision is delivered in a mixed economy through a range of providers (in house and external). The Contractor will need to take into account differing IT needs, abilities and compatibility in proposing an appropriate solution.

1.4.3 Tender Inclusions within the scope of this tender are:

- A Fully hosted/managed offsite solution
- Software Licences
- Implementation
- Configuration
- Project management services
- Systems validation
- System back-up/contingency planning
- Documentation
- User Training

- Integration services.
- Helpdesk
- Application Support & Maintenance
- Software upgrades
- Service Level Agreements

1.4.4 Organisations will be expected, as a minimum, to provide a full training package which will be available for system/administration users, including representatives from external Support Providers, which will also include written handouts/guidance notes.

2. THE PROCUREMENT PROCESS

2.1 PROCEDURE

- 2.1.1 This procurement is being conducted under ESPO's National Framework for the Provision of Electronic Homecare Monitoring and rostering Systems & Associated Services (ESPO Contract 394) in accordance with paragraphs (8) and (9) of the Public Contracts Regulations 2006 (SI 2006 No 5).
- 2.1.2 Tenders must be prepared and submitted in accordance with Section 4 of this ITT (Preparation and Format of Tenders) and Appendix 3A and 3B (Specification).
- 2.1.3 Tenderers may subsequently be invited to meet with officers of the Council to explore their proposals in greater detail and clarify any aspects of their tender.
- 2.1.4 Tenderers are referred to 2.4 of this Section 2 in relation to rights reserved by the Council.

2.2 EVALUATION OF TENDERS

- 2.2.1 The Contract will be awarded to the most economically advantageous tender following evaluation of offers based upon the factors in the table below (the percentages below indicate the 'relative significance' of each criterion).

Criteria	Relative Significance %	Quality Marks
Price (implementation and running costs)	60%	-
General Requirements section, as detailed in the ITT Specification at appendix 3, Section 1	16%	40
Compliance with Operational and Systems Requirements as detailed in the ITT Specification:- Appendix 3, Sections 2 if bidding for Lot A Appendix 4, Section 3 if bidding for Lot B	20%	50
Feedback from references to assess the level of satisfaction with Contractor performance, product functionality and reliability. Please refer to the ITT Specification appendix 3, Section 4 for details (page 35).	4%	10
Total	100%	100

- 2.2.2 Tenderers should note that regardless of a bid's overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of products or services, then grounds will exist to exclude the bid from further consideration.
- 2.2.3 **Please note:** Tenderers should be aware that the extent to which they accept the Terms and Conditions detailed in Appendix A will also be evaluated and whilst the Council is prepared to give consideration to changes of a minor nature, it is not prepared to accept any material changes to the Terms and Conditions.
- 2.2.4 The acceptability of any minor changes to the Terms and Conditions will be at the discretion of the Council and the final award of any Contract is dependant on an agreement being reached between the parties regarding the inclusion, removal or amendment of any of the Terms and Conditions.
- 2.2.5 As part of the second stage evaluation Tenderers will be required to make a presentation and demonstrate their proposed solution(s) to the Council's Evaluation Team, and possibly other Council employees who would use the system (for the avoidance of doubt, no one other than members of the Evaluation Team will score the demonstrations). Presentations/Demonstrations are planned to take place week commencing XXXXX

2.3 AWARD OF CONTRACT

- 2.3.1 Upon conclusion of the evaluation of tenders, successful and unsuccessful Tenderers will be notified of the outcome in writing. All notices will be forwarded to the address provided by Tenderers in their proposals.
- 2.3.2 Any contract(s) awarded pursuant to this Invitation to Tender will on the basis of the offer(s) which is/are the most economically advantageous based on the evaluation criteria listed above.
- 2.3.3 The Council does not bind itself to accept the lowest or any tender in whole or in part and will ensure that the contract offers its users a range of products and services that best meets their requirements.
- 2.3.4 The award of contract will be subject to the successful Tenderer(s) entering into a formal Contract with the Council, governed by the Terms and Conditions contained in Appendix A.

2.4 RESERVED RIGHTS

- 2.4.1 Without prejudice to any other right or remedy the Council shall be entitled at any time to:
- (a) Reject all or any tender
 - (b) Not accept the lowest or any tender

- (c) Seek clarification of any tender
- (d) Suspend or cancel in whole or in part the tendering process
- (e) Not to award a Contract/s for either or both Lots A and Lot B
- (f) At any time before the acceptance of a tender, amend the terms of this ITT and/or other documents provided that in the event that it does so it shall
 - (i) notify the Tenderer in writing accordingly, and
 - (ii) shall extend the date by which tenders are required to be submitted in pursuant to this ITT by such period if any that the Council acting reasonably considers appropriate having regard to the nature and extent of the amendment(s).

2.5 PROJECT TIMESCALES

2.5.1 The tender process will be in accordance with the agreed timetable. The timescales in the table below are indicative only and the Council will endeavour to inform Tenderers as soon as possible should these change.

Event	Date
Issue of Invitation to Tender:	XXXXXX
Deadline for receipt of Tenders:	XXXXXX
Presentations / Demonstrations:	XXXXXX
Final Evaluation of Tenders by:	XXXXXX
Executive Member Approval:	XXXXXX
10 day Standstill Period	XXXXXX
Notification of Award:	XXXXXX
Contract Award/Signed by:	XXXXXX
Contract Commencement and implementation of Lot A	XXXXXX
Implementation of Lot B	XXXXXX

3. GUIDANCE NOTES AND CONDITIONS OF TENDER

3.1 GENERAL

- 3.1.1 Tenderers should consider only the information contained within this Invitation to Tender (including the Appendices), or otherwise communicated in writing to Tenderers, when making their offer.
- 3.1.2 Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of Tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by Tenderers.
- 3.1.3 Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover or bond quotations required for the purpose of the tender.
- 3.1.4 The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- 3.1.5 Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.
- 3.1.6 The Council shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any Tenderer who fails to respond by the deadline set.
- 3.1.7 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.
- 3.1.8 The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.
- 3.1.9 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted

3.2 AMENDMENTS TO CONDITIONS OF CONTRACT AND VARIATIONS

- 3.2.1 In the event that any Tenderer wishes to propose amendments to the Contract such proposed amendments must be submitted to the person at the address detailed in paragraph 7 below by no later than XXXXX in the form attached at Appendix 3. Any such amendments must be fully and exhaustively drafted and any that are not or statements or comments such as “to be discussed” “subject to further consideration” and the like will not be considered.
- 3.2.2 The Council will consider which if any amendments proposed by Tenderers it will accept and will notify all Tenderers accordingly. In the event that the Council decides that it will accept any such amendments it will incorporate those amendments into the Contract and will issue the amended Contract to tenders on XXXXX
- 3.2.3 In the event that the Council issues an amended Contract all Tenderers must submit their tenders on the terms of that amended Contract or withdraw from the tender process.
- 3.2.4 In the event that the Council notifies Tenderers that it has decided not to make any amendments to the Contract or that no Tenderers have proposed any amendments to the Contract, tenders must be submitted on the terms issued with this Invitation to Tender.

3.3 CONFIDENTIALITY

- 3.3.1 Any information disclosed in this Invitation to Tender or any ancillary documentation or otherwise obtained from the Council or its advisers must be treated as confidential information and should not be disclosed to any third party or used in any manner, except as necessary in responding to this Invitation to Tender.
- 3.3.2 The Council will, during the tender process, hold in as confidential information, commercially sensitive information provided by the Tenderer in relation to its tender, including the proposal supplied in response to this ITT and information disclosed at and in relation to presentations and demonstrations. Notwithstanding the forgoing provisions of this paragraph 3.2 the Council shall be entitled to disclose such confidential information to its officers and employees, agents and advisors as necessary in relation to this procurement or if required to do so by law. Subject to the provisions of section 5 of this Invitation to Tender the Council shall also be entitled to disclose confidential information supplied by the Tenderer in the event that it receives a request for information under the Freedom of Information Act 2000.
- 3.3.3 The copyright in all the Tender Documents and all the documents which constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

3.4 REJECTION OF TENDER

- 3.4.1 In the event that the Tenderer has in respect of its tender:
 - (a) entered into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made and/ or
 - (b) informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the

Tender, except where the disclosure is in confidence, of the amount of the Tender was necessary to obtain insurance premium quotations, or the surety for any performance bonds, or professional advice required for the preparation of the Tender and/ or

- (c) caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform the Council of the amount of the approximate amount of any rival Tender for the contract and/or
- (d) offered any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser to the Council in connection with the procurement and/or
- (e) done anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; and/or
- (f) directly or indirectly canvassed any member or official of the Council or any of its agents concerning award of the Contract or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer and/or
- (g) has done anything improper to influence the Council during the tender period and/or
- (h) has put any name or mark on the envelope in which the Tender is contained identifying the Tenderer and/or
- (i) has failed to use the English language

The Council shall be entitled to reject that tender and for the avoidance of doubt such rejection shall be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

3.5 FREEDOM OF INFORMATION ACT

- 3.5.1 Any information supplied in response to this Invitation to Tender may be made available on demand in accordance with the Freedom of Information Act 2000.
- 3.5.2 Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Tenderers should state why they consider the information to be confidential or commercially sensitive.
- 3.5.3 This will not guarantee that the information will not be disclosed but it will be examined in the light of the exemptions provided in the Act for the avoidance of doubt the decision as to whether any such information should be disclosed shall be solely that of the Council.
- 3.5.4 It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However,

Tenderers should note that no information is likely to be regarded as exempt forever.

3.6 TENDERER'S WARRANTIES

3.6.1 In submitting a Tender the Tenderer warrants, represents and undertakes to the Council that:

3.6.1.1 It has not done any of the acts or matters referred to in paragraph 4 of this section 3 above and has complied in all respects with these Conditions of Tendering.

3.6.1.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are true, complete and accurate in all respects.

3.6.1.3 It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council or any of its or their agents.

3.6.1.4 It has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council.

3.6.1.5 It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council which may adversely affect such financial standing in the future.

3.6.1.6 It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

3.7 CONTACT DURING THE TENDER PERIOD

3.7.1 All requests for clarification and questions regarding this Invitation To Tender (ITT) must be submitted as soon as possible by e-mail to:

Name:	XXXXX
Tel:	XXXXX
Email:	XXXXX

3.7.2 All questions will be recorded and forwarded to the appropriate person for a response. A copy of all questions and answers will be maintained and distributed periodically to all recipients of the ITT.

- 3.7.3 Responses to questions of a sensitive or confidential nature will be sent to the Tenderer raising the question only.
- 3.7.4 Subject to paragraph 3.7.3, the Council will endeavour to circulate a complete list of answers to all questions submitted up to and including XXXXX. Queries received after XXXXX may not be answered.
- 3.7.5 All questions will be recorded and forwarded to the appropriate person for a response. A copy of all questions and answers will be maintained and subject to paragraphs 3.7.3 distributed periodically to all recipients of the ITT.

3.8 INSURANCE COVER

- 3.8.1 You will be required to maintain Employers Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and Product Liability Insurance as stipulated in the Conditions of Contract and your Tender should include any and all such premiums. As a minimum amount of insurance cover shall be as follows:

Employers Liability	£10,000,000
Public Liability	£10,000,000
Professional Indemnity	£5,000,000 (£1,000,000 per claim)
Product Liability	£5,000,000 (£1,000,000 per claim)

- 3.8.2 The period for which policies of insurance shall be maintained shall be as stipulated in the Conditions of Contract.

4. PREPARATION AND FORMAT OF TENDERS

4.1 PREPARATION OF TENDERS

4.1.1 The layout of responses should be in accordance with the following format (Tenders submitted in any other format will not be accepted). Tenderers should complete/provide the following:

4.1.1.1 Form of tender (Appendix 1).

4.1.1.2 Tendering Certificate (Appendix 2).

4.1.1.3 A detailed response to the Specifications (Appendix 3). Tenderers must respond to all requirements and requests for information.

4.1.1.4 Price Schedules (Appendix 4A and 4B). Tenderers must provide full details of all the costs of providing the service.

4.1.1.5 Qualification of Offer (Appendix 5)

4.1.1.6 Tender Checklist (Appendix 6)

4.1.2 Tenderers may submit relevant, clearly labelled and cross referenced information to support their responses to the above requested information. However, tenderers must not submit any other general information or summaries as this will not be evaluated.

4.1.3 If you do not wish to submit an offer, please confirm you will not be tendering by suitably endorsing the Form of Tender at Appendix 1. On no account must this Invitation to Tender be passed to any third party.

4.2 ALTERNATIVE OFFERS, VARIATION AND QUALIFICATION

4.2.1 You are required to submit a fully compliant tender. You may, if you wish, submit alternative offers in addition to, but not instead of, the basis specified in this Invitation to Tender.

4.2.2 Such alternative offers shall be provided as separate tenders and shall clearly indicate where and how they differ from the requirements for a compliant tender.

4.2.3 You are encouraged to submit alternative offers where you believe they can make a material difference to the value for money that can be achieved by the project.

5. SUBMISSION OF TENDERS

5.1 COMPLETION AND SUBMISSION OF TENDERS

- 5.1.1 Tenderers should complete the Tender submission following the format and instructions detailed in Section 4 (Preparation and Format of Tenders) above.
- 5.1.2 Tenderers must submit one PAPER copy and one ELECTRONIC copy (on disc) of the Tender submission to the address below.
- 5.1.3 Paper copies and CDROM copies must be identical and the Council reserves the right to reject tenders which are inconsistent between paper and electronic copies.
- 5.1.4 The Tender must be sealed, and not bear any mark identifying the name of the Tenderer. If courier or other special delivery services are used, Tenderers must ensure that the outside of any additional packaging bears the word 'TENDER'. Failure to comply with either of these requirements may result in your tender being rejected.

5.2 RETURN ADDRESS

- 5.2.1 Tenders should be returned to:

Tender Opening – Ref: Electronic Time Monitoring and Rostering Tender XXXXX

5.3 RETURN DATE

- 5.3.1 Tenders must be received by: XXXXX
- 5.3.2 Tenders submitted after the time and date shown will be rejected and returned to the Tenderer, unless clear evidence of posting (by first class post on the day preceding the closing date) is available. Late tenders despatched other than by post will automatically be rejected. Tenders may not be submitted by fax or e-mail.
- 5.3.3 Unless specifically withdrawn in writing, tenders must remain open for acceptance for a minimum of 180 days from the date of submission.

Appendix 1

FORM OF TENDER

Company Name:

Company Address:

Offer to:

In response to the Invitation to Tender

for the provision of

**ELECTRONIC HOMECARE MONITORING AND ROSTERING
SYSTEMS & ASSOCIATED SERVICES**

(under ESPO Framework Ref 394/12)

Further to your Invitation to Tender dated XXXXX

- 1 I/we hereby offer to supply on receipt of an order the Authority defined within the above-mentioned Invitation to Tender products and services of the type offered in my/our tender and in respect of which my/our tender is subsequently accepted by the Council.
- 2 I/we undertake that this offer shall remain valid and open for acceptance for a period of 180 days from the date of submission unless specifically withdrawn in writing.
- 3 I/we confirm that if our Tender is accepted we will, if required, upon demand:
 - (a) Sign a formal contract document;
- 4 Unless and until a Contract is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 5 We understand that the Council is not bound to accept any Tender it receives nor to award any contract for either/or Lot A or Lot B.

Signed: Date

Name (please print):

Position:

Name of Tenderer:

Address:

.....

Telephone number:

Fax number:

E-mail address:

TENDERING CERTIFICATE

(to be completed by the tenderer)

TO: The Council

I / We*, the undersigned do hereby contract and agree on the acceptance of this tender, in whole or part, to supply the products and / or perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the Conditions of Contract.

In submitting a tender against this contract, I / We* certify that I / We* have not done, and I / We* undertake that I / We* will not do, at any time before the notification of tender results, any of the following acts:

- (a) Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

*** Delete as applicable**

Signed: Date

Name (please print):

Position:

Name of Tenderer:

Address:

.....

.....

Telephone number:

Fax number:

E-mail address:

Bracknell Forest Borough Council

**SPECIFICATION
(INCLUDING TENDERER'S RESPONSE)**

for the Provision of

**ELECTRONIC HOMECARE MONITORING AND
ROSTERING**

SYSTEM & ASSOCIATED SERVICES

under

ESPO Framework Contract 394

Invitation to Tender XXXXX

2. FORMAT OF REQUIREMENTS

You may offer more than one system / solution if you wish – please copy this Appendix 5 as many times as you require in order fully to describe each product offering.

The Tenderer should note that the following section is split into three sub-sections:

- Section 1 - General Requirements for both Lot A and Lot B
- Section 2 - Requirements for Lot A
- Section 3 - Requirements for Lot B.

If your organisation is bidding for Lot A, please answer all the questions in Section 1, Section 2 and References at R35. If you are tendering for Lot B, please answer all the questions in Section 1, Section 3 and References at R36. If you are tendering for both Lots, please answer all the questions in all three sections and References at R35 & R36.

A response is required by the Tenderer where a table containing an 'R' number is provided. Responses to each 'R' number will be evaluated.

The Tenderer is required to complete their response in the 'Response' section. If supplementary documents are needed to support the response, these shall be clearly identified and referenced.

The Council has indicated a maximum number of words against some of the questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the Tenderer's response. In the event that the number of words is exceeded, the Council will only consider the first part of the Tenderers response up to the maximum allowed.

A total cost for the solution MUST be provided with initial capital and subsequent ongoing revenue costs clearly distinguished. For evaluation purposes, Contractors should calculate individual costs for providing Lot A - a Homecare Electronic Time Monitoring system (incorporating Lone Working) and rostering system, and individual costs for Lot B - a Homecare Electronic Time Monitoring system, having due regard to the requirements.

SECTION 1: GENERAL REQUIREMENTS FOR LOT A & LOT B

	General Overview
R1	<p>Does your organisation have a Business Continuity, Disaster Recovery or Risk Management Plan? Briefly describe what key actions your organisation will take to ensure continued provision to the Council should there be a major event; for example, should there be adverse weather or a pandemic flu which results in loss of staff, or a fire or a flood or utility failure resulting in loss of your building (maximum words 400 including any charts, diagrams and appendices).</p> <p>Response:</p>

Lot A & B	SECTION 1 - General Overview
R2	<p>Please detail which staff your organisation obtains Criminal Records Bureau Checks for, how often these are renewed, and how CRB checks are evaluated (maximum 200 words including any charts, appendices and diagrams)</p> <p>Response:</p>
R3	<p>Please describe your organisations approach to the provision of system documentation. Documentation on all aspects of the proposed solution must be in English, comprehensive and comprehensible. Documentation must be available in hardcopy and on CD or available via the Internet (maximum 100 words, including any charts, diagrams and appendices).</p> <p>Response:</p>
R4	<p>Please provide below details of your testing strategies and review mechanisms to ensure that each product delivered as part of this project will meet quality criterias. (maximum 400 words, including any charts, diagrams and appendices).</p> <p>Response:</p>
R5	<p>Please confirm acceptance or otherwise of the attached ICT policies:- Information Security Policy (Appendix F)</p> <p>Response:</p>
R6	<p>Refer to Appendix A, for the terms and conditions of Contract. Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below, or in a separate document.</p> <p>Please note: Whilst the Council is prepared to give consideration to changes of a minor nature, it is not prepared to accept any material changes to the Terms and Conditions.</p> <p>Response:</p>
R7	<p>Please indicate where your organisation might improve on the standard Service Level Agreement at Appendix A – Schedule 3 e.g. offer faster response times, or longer hours (maximum words including any charts, appendices and diagrams 250 including any charts, diagrams and appendices)</p> <p>Response:</p>

Lot A & B	SECTION 1 - General Overview
R8	<p>In the last three years, have you had any contracts:-</p> <ul style="list-style-type: none"> a) that have incurred contract penalties, default notices or payment of liquidated damages? b) Terminated by the client earlier than originally intended due to poor performance? c) Where you have withdrawn from the contract either before or after the award of the contract? d) Have you made any claims in excess of £50,000 under your organisation's insurance policies within the last three years <p>Please note that the Council may ask for details relating to any of the above.</p> <p>Response:</p> <ul style="list-style-type: none"> a) yes / no b) yes / no c) yes / no d) yes / no
R9	<p>Network Security - the system must prevent unauthorised access to stored data through any network attached components. Please describe how the system is protected from network intrusion (maximum 500 words, including any charts, diagrams and appendices).</p> <p>Response:</p>
TERMS AND INSURANCE	
R10	<p>Please supply the standard licence agreement, for any software to be provided, for consideration by the Council</p> <p>Response:</p>
R11	<p>Please supply the standard Support and Maintenance agreement for consideration by the Council</p> <p>Response:</p>
R12	<p>Please provide a copy of your Public Liability Insurance Certificate. The Council requires liability insurance for a minimum of £10,000,000 (ten million pounds) in respect of each any every claim</p>

Lot A & B	SECTION 1 - General Overview
	Response:
R13	Please provide a copy of your Employers Liability Insurance Certificate. The Council requires liability insurance for a minimum of £10,000,000 (ten million pounds) in respect of each and every claim
	Response:
R14	Please provide a copy of your Product Liability Insurance Certificate. The Council requires liability insurance for a minimum of £1,000,000 (one million pounds) in respect of any one claim limited to £5,000,000 (five million pounds) in the aggregate in any one period of insurance.
	Response:
R15	Please provide a copy of your Professional Indemnity Insurance Certificate. The Council requires liability insurance for a minimum of £1,000,000 (one million pounds) in respect of any one claim limited to £5,000,000 (five million pounds) in the aggregate in any one period of insurance;
	Response:

Lot A	SECTION 2 – General
R16	<p>Please provide below an overview of the proposed system/s and describe how this will meet the Council's requirements (maximum 500 words including any charts, diagrams and appendices)</p> <p>Response:</p>
R17	<p>Please confirm your acceptance of the attached Specification at Appendix B, and complete the table of System Requirements. If there are any significant exceptions, please detail below or attach a separate sheet if necessary.</p> <p>Response:</p>
R18	<p>The Council is aiming for a 'go live' date of XXXXX or earlier, in the event that the Contractor is able to offer an earlier date. Please confirm the earliest date that your organisation could implement the service, and provide an outline, product based, project plan detailing the activities and duration of tasks necessary to ensure the successful completion of the phases outlined within the project stages. Within the project plan you must indicate the level of resource you expect from the Council</p> <p>Response:</p>
R19	<p>Please state whether any alternative offer (s) have been made.</p> <p>Response:</p>
R20	<p>Consortia and Sub-Contracting: Please advise whether:-</p> <ul style="list-style-type: none"> e) your organisation is bidding to provide the services required itself? f) your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services? g) The Potential Provider is a consortium? <p>If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement including installation and maintenance (maximum words 100 including any charts, diagrams and appendices)</p> <p>Response:</p>

Lot A	SECTION 2 – General
R21	<p>Please detail below the measures your organisation will take to ensure the Council has regular training and update information on the system. This may include:</p> <ul style="list-style-type: none"> • User meetings in appropriate formats and frequency as agreed by the parties. • Development of an Electronic Time Monitoring system users/training handbook. • Training courses as appropriate/ general information booklet designed to explain the system to Individual's, carers and relatives/next of kin and Support Providers. <p>(maximum 250 words, including any charts, diagrams and appendices)</p>
	Response:
	Reports
R22	<p>Please list in your response details of all management reports offered within your contract price, and in what format the reports are available e.g. CSV. Please indicate whether the information can be exported into other formats. Should the Council require additional ad hoc reports please advise how this would be achieved and if any additional costs apply.</p>
	Response:
	Interfaces
R23	<p>Please provide a statement confirming that the interfaces with the Council's social care management system/s are provided and maintained as part of the core product. Where this is not the case, please provide details of how you intend to provide all of the interfaces required and the associated maintenance arrangements (maximum 500 words, including any charts, diagrams and appendices).</p>
	Response:
R24	<p>Please detail the process for ordering additional licences. Details should include notice period. Please confirm whether licences are transferrable e.g. named users. Any related costs for each type of license should be detailed in the Pricing Schedule (maximum words 200 including any charts, diagrams and appendices)</p>
	Response:

Lot B	SECTION 3 – General
R25	<p>Please provide below an overview of the proposed system/s and describe how this will meet the Council's requirements (maximum 500 words including any charts, diagrams and appendices)</p> <p>Response:</p>
R26	<p>Please confirm your acceptance of the attached Specification at Appendix C and complete the table of System Requirements. If there are any significant exceptions, please detail below or attach a separate sheet if necessary.</p> <p>Response:</p>
R27	<p>The Council is aiming for a commencement date of XXXXX with a one month pilot with the Council's In House Dementia Service, with a fully go-live date of XXXXX . Please confirm that your organisation can meet this date and provide an outline, product based, project plan detailing the activities and duration of tasks necessary to ensure the successful completion of the Phases outlined within the Project Stages. Within the project plan you must indicate the level of resource you expect from the Council</p> <p>Response:</p>
R28	<p>Please state whether any alternative offer (s) have been made:</p>
R29	<p>Consortia and Sub-Contracting: Please advise whether:-</p> <p>h) your organisation is bidding to provide the services required itself?</p> <p>i) your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services?</p> <p>j) The Potential Provider is a consortium?</p> <p>If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement including installation and maintenance (maximum words 100 including any charts, diagrams and appendices).</p> <p>Response:</p>

Lot B	SECTION 3 – General
R30	<p>Please detail below the measures your organisation will take to ensure the Council and Support Providers have regular training and update information on the system. This may include:</p> <ul style="list-style-type: none"> • User meetings in appropriate formats and frequency as agreed by the parties. • Development of an Electronic Time Monitoring system users/training handbook. • Training courses as appropriate, general information booklet designed to explain the system to Individual's, carers and relatives/next of kin and Support Providers. <p>(maximum 250 words, including any charts, diagrams and appendices)</p>
	Response:
R31	<p>The Specification indicates that the service may be provided as 'shared hours' (this is where a number of Individuals receive a number of hours which are shared between them e.g. three Individuals may live at the same address and receive four hours between them, rather than be allocated a set amount of time each). Please explain how the support provided to each individual would be allocated to them on the system.</p> <p>(maximum 300 words including any charts, diagrams and appendices)</p>
	Response:
	Reports
R32	<p>Please list in your response details of all management reports offered within your contract price, and in what format the reports are available e.g. CSV, and whether the information can be exported into other formats. Should the Council require additional ad hoc reports please advise how this would be achieved and if any additional costs apply.</p>
	Response:
	Interfaces
R33	<p>Please provide a statement confirming that the interfaces with the Council's social care management system and the Service Providers' scheduling systems as detailed at Appendix D are provided and maintained as part of the core product. Where this is not the case, please provide details of how you intend to provide all of the interfaces required and the associated maintenance arrangements (maximum 600 words, including any charts, diagrams and appendices).</p>
	Response:
R34	<p>Please detail the process for ordering additional licences. Details should include notice period. Please confirm whether licences are transferrable e.g. named users. Any related costs for each type of license should be detailed in the Pricing Schedule (maximum words 200 including any charts, diagrams and appendices)</p>

SECTION 4 : REFERENCES

References – LOT A				
R35	<p>Please give details of contracts for similar goods or services and magnitude to those described in the Outline Requirement, carried out in the last three years.</p> <p>Please note that references form part of the ITT evaluation.</p>			
1.1	If you cannot provide three references, please advise why:			
1.2		Reference 1	Reference 2	Reference 3
	Customer Organisation:			
1.3	Customer contact name, e-mail and phone number:			
1.4	Date contract awarded:			
1.5	Contract reference and brief description:			
	Total contract value in GBP (£):			
	Contract length in years:			

References – LOT B				
R36	<p>Please give details of contracts for similar goods or services and magnitude to those described in the Outline Requirement, carried out in the last three years. The references must relate to monitoring systems for external providers.</p> <p>Please note that references form part of the ITT evaluation.</p>			
1.6	If you cannot provide three references, please advise why:			
1.7		Reference 1	Reference 2	Reference 3
	Customer Organisation:			
1.8	Customer contact name, e-mail and phone number:			
1.9	Date contract awarded:			
1.10	Contract reference and brief description:			
	Total contract value in GBP (£):			
	Contract length in years:			

APPENDIX 4 - PRICING SCHEDULE

See Attached Excel documents:-

- Appendix 4A Pricing Schedule Lot A
- Appendix 4B Pricing Schedule Lot B

APPENDIX 5 QUALIFICATION OF OFFER

Please refer to Section 3, Paragraph 2 before completing this section.

Please delete A or B as appropriate:

- A. I/We do not wish to make any qualification to offer.**

- B. I/We wish to make the following qualification(s) to our offer:**

Signed:

Date:

Name (please print)

Position:

Name of Tenderer

APPENDIX 6 TENDER CHECKLIST

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
1	Specification Questions		
R10	Standard Licence Agreement		
R11	Support and Maintenance Agreement		
1	Terms and Insurance		
R12	Copy of Public Liability Insurance certificate		
R13	Copy of Employers Liability Insurance certificate		
R14	Copy of Product Liability Insurance certificate		
R15	Copy of Professional Indemnity Insurance certificate		
Appendix	FORMS		
1	Form of Tender		
2	Tendering Certificate		
3	Specification including Tenderers Response		
4A	Pricing Schedule Lot A		
4B	Pricing Schedule Lot B		
5	Qualification of Offer		
	Other – Please List		

ESPO FRAMEWORK AGREEMENT 394/12

ELECTRONIC HOMECARE MONITORING AND SCHEDULING SYSTEMS

END USER AGREEMENT

CONDITIONS OF CONTRACT – END USER AND CONTRACTOR

These Order Contract Terms together with a relevant Order comprise the contractual provisions which apply to the Order that is entered into between the Council and the Contractor and which govern the provision of Goods and Services to the Council.

CONDITIONS OF CONTRACT - END USER AGREEMENT

THIS AGREEMENT is made the [day] day of [month] 20[YY]

BETWEEN:

(1) [Council] of [Address]

("the Council")

And

(2) [Contractor] whose registered office is at [Address]

("the Contractor")

WHEREAS:

- A. The Council wishes to purchase Electronic Homecare Monitoring and Scheduling Systems.
- B. The Contractor having been awarded Contractor status under a Framework Agreement with the Eastern Shires Purchasing Organisation will supply Electronic Homecare Monitoring and Scheduling Systems in accordance with their obligations to the Council.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 As used in this Agreement:

- 1.1.1 the terms and expressions set out in Schedule 1 shall have the meanings ascribed therein;
- 1.1.2 the masculine includes the feminine and the neuter; and
- 1.1.3 the singular includes the plural and vice versa.

1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

Appendix A

- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Agreement.
- 1.5 In the event and to the extent only of any conflict between the Clauses and the Schedules or the Order, the Clauses shall prevail.
- 1.6 The definition of words and phrases throughout this Agreement are contained within Schedule 1.

2. CONTRACTOR'S OBLIGATIONS

- 2.1 The Contractor shall supply Goods and Services in accordance in all respects with the terms of this Agreement and the terms and conditions of the relevant Order.
- 2.2 For the avoidance of doubt the Council shall not be responsible for any Goods and Services that are delivered by the Contractor and are not the subject of a valid Order.
- 2.3 For the avoidance of doubt any terms that the Contractor may seek to impose and which in any way vary to contradict these Contract Order terms shall be excluded and not form part of the Order.
- 2.4 The Electronic Homecare Monitoring and Scheduling Systems to be supplied under the Order shall be provided to the Site specified in the Order, and in accordance with the terms of the Order.
- 2.5 The Contractor shall ensure that the Goods and Services meet the requirements of the Specification and where the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that particular purpose.
- 2.6 The Contractor shall be deemed to have satisfied itself as to the sufficiency and correctness of the Charges. Unless otherwise expressly stated in the Order the Charges shall cover all the Contractor's obligations and everything necessary for the supply of Goods and Services under the Order.
- 2.7 Unless otherwise expressly stated in the Framework Contract or the Order, no claim by the Contractor will be allowed for any addition to the Charges on the grounds of any matter relating to any document forming part of the Framework Contract or the Order or any ambiguity or discrepancy therein on which an experienced Contractor could have satisfied himself by reference to the Council or any other appropriate means.

3. COUNCIL'S OBLIGATIONS

- 3.1 The Council shall select a Contractor for Orders in accordance with the criteria outlined in Schedule 5 of the Framework Contract.
- 3.2 The Council will endeavour to have their Order annotated with the relevant Contract reference number, but this cannot be guaranteed on all Orders.
- 3.3 The Council shall respond to any reasonable request for information from the Contractor.

Appendix A

3.4 The Council shall ensure that all Orders are awarded in accordance with the provisions of the Schedule 5 of the Framework Agreement and in accordance with the Public Contracts Regulations 2006.

4. NOT USED

5. NOT USED

6. NOT USED

7. CONTRACT SERVICES PROVISION

7.1 The Contractor shall provide the Goods and Services identified on the Order in respect of the Electronic Homecare Monitoring and Scheduling Systems as appropriate and in accordance with the Service Level Agreement in Schedule 3. The Charges in respect of such Goods and Services shall be as detailed in Schedule 4 of the Framework Agreement or the current pricing Schedule issued by the relevant Council.

7.2 Without prejudice to any other remedies available, if the Contractor fails to provide the Goods and Services in accordance with the Specification and the Service Levels are not met, then the Council shall be entitled to request an emergency meeting with the Contractor to discuss their proposed remedial action and how it will be implemented. Failure of the Contractor to attend such meetings, or their remedial action being wholly unacceptable to the Council, the Council shall have the right to serve notice in line with Clause 17.1.2.

8. NOT USED

9. CHARGES

9.1 In consideration of the provision of the Goods and Services in accordance with the terms of the Framework Contract, these Order Contract Terms and the Order, the Council shall pay the Charges calculated in accordance with Schedule 4 of the Framework Contract and published from time to time by ESPO therein and in accordance with the invoicing procedure and payment profile specified in Schedule 2.

9.2 Payment shall be made within thirty (30) days of receipt by the Council (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of Schedule 2, from the Contractor.

9.3 The Charges are exclusive of Value Added Tax. The Council shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time.

10. RECOVERY OF SUMS DUE

10.1 If any sum of money shall be due from the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Agreement or any other agreement with the Council.

11. MONITORING AND REPORTING

11.1 The Contractor shall:

11.1.1 appropriately manage the provision of the Goods and Services that it supplies under this Contract;

Appendix A

- 11.1.2 be required to provide to the Council such management information as it reasonably requires including but not limited to the information identified in the Specification/s.
- 11.1.3 on reasonable notice grant to the Council's external and internal auditors access to any relevant data or documentation relating to the Framework Contract and Order and provision of the Goods and Services for the purpose of carrying out an audit.

12. CONTRACTOR'S STAFF

- 12.1 The Contractor shall select, employ, train, furnish and deploy in and about the performance of the Order only such persons as are of good character and who are appropriately skilled and experienced.
- 12.2 The Contractor shall ensure that an enhanced Criminal Record Bureau check (CRB) is undertaken for all staff who have access to Personal Information held within the system. Where such checks identify any warnings reprimands cautions convictions bindovers, or has any of these pending, the Contractor must have guidelines for determining whether the person is suitable to be employed for the post. For the purposes of clarity, no check undertaken by anyone other than the current employer is acceptable. CRB checks will be renewed as a minimum every three year.
- 12.3 The Contractor shall ensure that ALL staff engaged in the performance of the Agreement are fully trained and competent to deliver the relevant Goods and Services, and are therefore compliant to carry out Electronic Homecare Monitoring and Scheduling Systems, prior to appointment.
- 12.4 The Contractor and the Contractor's sub-contractors, staff and agents shall comply with all reasonable requirements of the Council at the Site.
- 12.5 The Contractor shall use reasonable endeavours to ensure that its sub-contractors are subject to the provisions of Clauses 12.1, 12.2 and 12.3 above.
- 12.6 The Contractor, its agents, sub-contractors and Contractors shall employ sufficient staff to ensure that the Electronic Homecare Monitoring and Scheduling Systems are provided at all times and in accordance with the Agreement. Without prejudice to the generality of this obligation, it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to provide Electronic Homecare Monitoring and Scheduling Systems in accordance with the Agreement during staff holidays or absence through sickness or any other cause.
- 12.7 The Council, acting reasonably, shall have the right to refuse access to the Site at any time to any employee of the Contractor, its agents, sub-contractors or Contractors. The exercise of this right shall not diminish the Contractor's obligation of performance arising under the Agreement.

13. WARRANTIES AND REPRESENTATIONS

- 13.1 The Contractor warrants and represents that:
 - 13.1.1 the Goods and Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 13.1.2 the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;

14. INSURANCE AND INDEMNITY

- 14.1 Each party shall each indemnify the other against all damages, losses, costs, compensation or expenses arising from the death or injury of any person and against all loss or damage to any physical property, to the extent that the same are due to any act, default or negligence of that party, their sub-contractors, servants or agents and against all actions, claims demands or proceedings in respect thereof or in relation thereto.
- 14.2 Without prejudice to its liability to indemnify the Council, the Contractor shall take out and maintain:
- 14.2.1 Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, is not less than £10,000,000.
- 14.2.2 Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, not be less than £10,000,000.
- 14.2.3 **Product liability** insurance for a minimum of £1,000,000 (one million pounds) in respect of any one claim limited to £5,000,000 (five million pounds) in the aggregate in any one period of insurance.
- 14.2.4 **Professional indemnity** insurance for a minimum of £1,000,000 (one million pounds) in respect of any one claim limited to £5,000,000 (five million pounds) in the aggregate in any one period of insurance
- 14.3 Subject always to Clause 14.1; in no event shall either party be liable to the other for:
- 14.3.1 loss of profits, business, revenue, goodwill or anticipated savings; and/or
- 14.3.2 indirect or consequential loss or damage.
- 14.4 The provisions of Clause 14.3 shall not be taken as limiting the right of the Council to claim from the Contractor for:
- 14.4.1 additional operational and administrative costs and expenses howsoever caused; and/or
- 14.4.2 expenditure or charges rendered unnecessary as a result of any Default by the Contractor.
- 14.5 Subject to the provisions of Clauses 14.1, 14.2, 14.3 and 14.4 the liability of either Party for Defaults shall be subject to the financial limits set out in this Clause 14.5 (save where such damages relate to a claim for personal injury or death where the Party's liability shall be unlimited).
- a) in respect of the indemnity in Clause 15 Intellectual Property Rights, shall be unlimited;
- b) for all loss of or damage to the property of the other including but not limited to a Site, property or assets shall in no event exceed ten million pounds [£10,000,000].
- c) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement the annual aggregate liability under the Agreement of either Party shall in no event exceed ten million pounds [£10,000,000].

15. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Contractor shall fully indemnify and hold the Council harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of Confidential Information or any part thereof provided by the Contractor or licensed by the Contractor to the Council under the Agreement subject to:
- 15.1.1 the Council promptly notifying the Contractor of any alleged infringement and, subject to sub-Clause 15.1.3 below, allowing the Contractor at their own expense to conduct all negotiations for settlement or litigation;
 - 15.1.2 the Council making no admission without the Contractor's written consent unless and until the Contractor shall have failed to take over the conduct of the negotiations or litigation;
 - 15.1.3 the conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having given the Council such reasonable security as the Council may require for the compensation, damages, costs and expenses for which the Council may become liable. The Council at the Contractor's expense shall give the Contractor all available assistance.

16. MONITORING

- 16.1 The Council and the Contractor shall meet on a quarterly basis during the first twelve months of the Contract to establish the Contractors compliance with the Terms and Conditions of the Contract and Specification/s. The frequency of meetings after the initial twelve month period will be by agreement between the parties, but shall be as a minimum on a six monthly basis. Prior to each meeting, the Contractor shall submit information on the Service provided which will clearly detail the following (this list is not exhaustive):-
- number of complaints and how resolved
 - number of Support Providers accessing the Service with associated breakdown in calls and other related services and hours
 - response time for fault logging
 - response time for problem resolution
 - average fix times
 - future service developments
 - other items as may be requested by the Council from time to time

17. TERMINATION

- 17.1 By the Council:

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- 17.1.1 The Council may at any time by notice in writing terminate this Agreement as from the date of service of such notice
 - 17.1.1.1 If there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Contractor or its Parent Company; or
 - 17.1.1.2 the Contractor, being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
 - 17.1.1.3 the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 17.1.2 The Council may at any time by notice in writing terminate this Agreement forthwith, if the Contractor is in Default of any obligation under this Agreement and:
 - 17.1.2.1 the Default is capable of remedy and the Contractor shall have failed to remedy the Default within thirty (30) days of written notice to the Contractor specifying the Default and requiring its remedy; or
 - 17.1.2.2 the Default is not capable of remedy.
- 17.2 Termination in accordance with this Clause 17 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party.
- 17.3 In the event of any termination of this Agreement whether under this Clause 17 or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Council under this Agreement or otherwise, the Council shall be entitled to:

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- 17.3.1 obtain a refund of any Charges paid by the Council in respect of any Goods and Services which have not been supplied by the Contractor in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

18.1 Each Party:

- 18.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

- 18.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

18.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Agreement:

- 18.2.1 is given only to such of its staff, sub-contractors and agents engaged in connection with the Agreement and only to the extent necessary for the performance of this Agreement;

- 18.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of this Agreement.

18.3 Where it is considered necessary in the opinion of the Council, the Contractor shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with this Agreement. The Contractor shall ensure that its staff, sub-contractors and agents are aware of the Contractor's confidentiality obligations under this Agreement.

18.4 The Contractor shall not use any Confidential Information it receives from the Council, otherwise than for the purposes of this Agreement.

18.5 The provisions of Clauses 18.1 to 18.4 shall not apply to any Confidential Information received by one Party from the other:-

- 18.5.1 which is or becomes public knowledge (otherwise than by breach of this Clause);

- 18.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- 18.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- 18.5.4 is independently developed without access to the Confidential Information; or

- 18.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to Clause 20.

18.6 Nothing in this Clause shall prevent the Council from:

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- 18.6.1 disclosing any Confidential Information for the purpose of the examination, audit and certification of the Council's accounts
 - 18.6.2 disclosing any Confidential Information obtained from the Contractor to any person engaged in providing any Goods and Services to the Council for any purpose relating to or ancillary to the Agreement;
 - 18.6.3 provided that in disclosing information under 18.6.2 the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 18.7 The Contractor shall not without the prior written consent of the Council divulge the existence of the Agreement or any Order or disclose any information relating to or contained in the Agreement to any person who is not engaged in the performance of the Agreement.
- 18.8 In the event that the Contractor fails to comply with this Clause 18 the Council reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 18.9 The provisions of this Clause 18 shall apply notwithstanding termination of the Agreement.

19. DATA PROTECTION ACT 1998

- 19.1 The Contractor shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- 19.2 The Contractor shall not disclose Personal Data to any third parties other than:
- 19.2.1 to staff, sub-contractors and agents to whom such disclosure is reasonably necessary in order to perform the Agreement; or
 - 19.2.2 to the extent required under a court order
- provided that disclosure under Clause 19.2.1 is made with the approval of the Council and subject to written terms no less stringent than the terms contained in this Clause and that the Contractor shall give notice in writing to the Council of any disclosure under Clause 19.2.2 immediately it is aware of such a requirement.
- 19.3 The Contractor shall indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Clause by the Contractor and/or any act or omission of any staff, sub-contractor or agent.
- 19.4 The Contractor is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.
- 19.5 In this Clause "Personal Data" means personal data as defined in the Data Protection Act 1998 which is supplied to the Contractor by the Council therein or obtained by the Contractor in the course of performing the Agreement.

20. FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

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- 20.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with these information disclosure requirements.
- 20.2 The Contractor shall and shall procure that its sub-contractors shall;
 - 20.2.1 transfer any request for information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for information; and
 - 20.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within seven working days (or such other period as the Council requesting the information); and
 - 20.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 20.3 The Council shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;
 - 20.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and
 - 20.3.2 is to be disclosed in response to a request for information and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.
- 20.4 The Contractor acknowledges that the Council may be obliged under the FOIA or the EIR to disclose information;
 - 20.4.1 without consulting the Contractor; or
 - 20.4.2 following consultation with the Contractor and having taken its views into account.
- 20.5 The Contractor shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 20.6 The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20.4.

21. BREAK

The Council shall have the right to terminate the Contract at any time by giving not less than six Months' written notice to the Contractor.

22. NOT USED

23. SOCIAL RESPONSIBILITY

- 23.1 The Contractor agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation.

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- 23.2 The Contractor shall in all matters arising in the performance of the Agreement comply with the provisions of the Disability Discrimination Act 1995 and any regulations made there under.
- 23.3 The Contractor shall in all matters arising in the performance of the Agreement comply with the provisions of the Employment Equality (Age) Regulations 2006.
- 23.4 The Contractor must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000 and shall ensure that they perform their responsibilities under this Agreement with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.
- 23.5 The Contractor shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving goods or services from, the performance of the Contract and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.
- 23.6 ESPO and the Council shall be entitled at ESPO's and the Council's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance with Clauses 23.1, 23.2, 23.3, 23.4 and 23.5 above.
- 23.7 The cost to the Contractor of complying with this Clause 23 shall be included in the Charges.

24. CORRUPT GIFTS AND PAYMENTS

- 24.1 The Council shall be entitled to cancel and terminate the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation or termination if the Contractor or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the Agreement or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council or if like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by the Contractor or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.
- 24.2 The decision of the Council shall be final and conclusive in any dispute, difference or question arising in respect of:
- 24.2.1 the interpretation of this Clause 24; or
- 24.2.2 the right of the Council under this Clause 24 to terminate the Agreement

25. FORCE MAJEURE

- 25.1 For the purposes of the Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial

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dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

- 25.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 25.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 25.4 It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under the Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 25.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

26. TRANSFER AND SUB-CONTRACTING

- 26.1 The Agreement is personal to the Contractor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of the Agreement or any part thereof without the prior consent in writing of the Council.
- 26.2 Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

27. AMENDMENTS TO THE AGREEMENT

- 27.1 This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of ESPO on behalf of the Council and by a duly authorised representative of the Contractor on behalf of the Contractor. No variation of the End-User Agreement shall limit or remove the Contractors obligations under the Framework Agreement”.

28. COMMUNICATIONS

- 28.1 Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Order form either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d)

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electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

28.2 Either party may change its address for service by notice as provided in this Clause 28.1.

29. SEVERABILITY

29.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Council and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

30. WAIVER

30.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

30.2 A waiver of any Default shall not constitute a waiver of any subsequent Default.

30.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause 28.

31. DISPUTE RESOLUTION

31.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within [20] Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the Council therein for mediation.

31.2 If the Parties fail to reach agreement within 25 working Days of reference to the Council therein, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

32. LAW AND JURISDICTION

32.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.

32.2 This Agreement is binding on the Council and its successors and assignees and the Contractor and the Contractor's successors and permitted assignees.

33. END-USER RESPONSIBILITIES

33.1 The End User shall ensure the preparation of the Programme (where applicable) including completing the necessary transaction paperwork as provided by the Contractor.

33.2 The End User shall respond to any reasonable request for information from the Contractor.

33.3 The End User will assign a Representative who will interface with the Contractor's Representative, to ensure both parties use reasonable endeavours to produce an effective programme where appropriate.

33.4 The End User shall ensure that all Orders are awarded in accordance with the provisions of the Agreement and in accordance with the Public Contracts Regulations 2006.

34. TUPE

34.1 During the period of six months preceding the expiry of this Contract or after the Authority has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Council, the Contractor shall fully and accurately disclose to the Council, for the purposes of TUPE, all information relating to its staff engaged in providing the Goods and Services under the Agreement, in particular but not necessarily restricted to, the following:

- (a) the total number of staff whose employment with the Contractor is liable to be terminated at the expiry of the Contract but for any operation of law; and
- (b) for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
- (c) full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
- (d) details of pensions entitlements, if any; and
- (e) job titles of the members of staff affected and the qualifications required for each position.

34.2 The Contractor shall permit the Council to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the Service by allowing the transferee to communicate with and meet the affected staff and/or their representatives.

34.3 The Contractor agrees to indemnify the Council fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 34.2.

34.4 In the event that the information provided by the Contractor in accordance with Clause 34.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected staff made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Council of the inaccuracies and provide the amended information.

34.5 The provisions of this Clause 34 shall apply during the continuance of the Contract and indefinitely after its termination.

35. ENTIRE AGREEMENT

36.1 This Agreement together with the Framework Agreement and the Order constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

SIGNED by or on behalf of the Parties on the date which first appears in the End-User Agreement

<p>SIGNED for and on behalf of the Council</p> <p>By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	
<p>SIGNED for and on Behalf of the Contractor (Director/Company Secretary)</p> <p>By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	

SCHEDULE 1 END-USER AGREEMENT - DEFINITIONS

The expressions set out below shall have the meanings ascribed thereto:

1. **“Agreement”** means the agreement between the End-User and the Contractor, comprised of the Clauses and the Schedules and Annexes thereto.
2. **“Charges”** means all costs in accordance with the Pricing Schedule/s at Appendix 4A and 4B, as applicable.
3. **“Council”** or plural, means the particular public/body/contracting authority (for example a School, a Council, etc) which has opted to use the Framework Agreement to select and appoint a Contractor to provide their electronic homecare monitoring and scheduling system.
4. **“Commencement Date”** means [DAY AND MONTH 20YY].
5. **“Confidential Information”** means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and Contractors of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.
6. **“Goods and Services”** means the provision of Electronic Homecare Monitoring and Scheduling Systems in accordance with any specific Order and Programme.
7. **“Default”** means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other.
8. **“EIR”** means the Environmental Information Regulations 2004.
9. **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation.
10. **“Framework Agreement”** means the Agreement between ESPO the Contractor under which this Agreement is entered into by the Council and the Contractor for the supply of Goods and Services.
11. **“Goods and Services”** means the provision of Electronic Homecare Monitoring and Scheduling Systems, in accordance with any Order and Programme.
12. **“Individual”** means the person who is receiving the support service
13. **“Invitation to Tender”** means the invitation to tender issued to the Contractor in response to a request following the publication of the OJEU notice for the procurement of Goods and Services.

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14. **“Order”** means an official order in such form as may be agreed by the relevant Council (comprising of a comprehensive Programme) and issued by the Council to the Contractor in respect of the required Electronic Homecare Monitoring and Scheduling Systems.
15. **“Parent Company”** means any company which is the ultimate Holding Company of the Contractor or any other company of which the ultimate Holding Company of the Contractor is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto.
16. **“Party”** or plural means the Council and the Contractor.
17. **“Programme”** means a schedule of work, product supply or implementation required. The Programme shall include agreed milestone date(s) for the Council acceptance of Goods and Services and go live date(s).
18. **“Representative”** means a representative of the Council or the Contractor as appropriate appointed for the purpose of co-ordinating the supply of Goods and Services.
19. **“Requests for Information”** shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR.
20. **“Support Provider”** means the provider contracted by the Council to provide home support services to Individuals. This includes both In House providers and external providers.
21. **“Support Worker”** means the employee of the Support Provider who provides the support services to Individuals
22. **“Site”** or plural means any premises, establishment or location owned or managed by the Council, to which Goods and Services are to be provided.
23. **“Tender”** means the Contractor’s tender submitted in response to the Invitation to Tender and attached to the Framework Contract
24. **“Term”** means the period commencing on the Commencement Date and ending on [insert date] or on earlier termination of this Framework Agreement.
25. **“Site”** means any premises, establishment or location owned or managed by the Council, where Goods and Services are to be supplied.

SCHEDULE 2 - INVOICING & PAYMENT PROCEDURES

1. No administration, documentation or late payment charges will be applicable to any Council agreements.
2. All invoices submitted will be paid within 30 days of the invoice date provided they are accurate and clearly state the official purchase order number or contract reference number attributed by the Council.
3. It is important that invoices are accurate, including the quoting of the official Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice
4. Only itemised invoices are acceptable.
5. Invoices should be submitted in accordance with the instructions received from the Council
6. Where appropriate the Contractor shall accept payment through a government procurement card.
7. All Charges are exclusive of VAT which shall be added to invoices at the prevailing rate.
8. Where possible the Contractor shall offer electronic invoicing and billing, such as use of procurement cards, BACS, direct debit and account credit.
9. General payment terms are as follows:-

Payment	Description	Percentage	When
1	Initial Costs / Options / Other	60.0%	On Council Acceptance of Solution (following testing)*
2	Initial Costs / Options / Other	20.0%	On go live date*
3	Initial Costs / Options / Other	20.0%	3 months after go live date*
4	Related Services	100.0%	Monthly in arrears
5	Recurring Costs - Fixed, starting on Council Acceptance	100.0%	Annual in advance
6	Recurring Costs – Variable	100.0%	Monthly in arrears

* In accordance with the agreed Programme.

SCHEDULE 3 SERVICE LEVEL AGREEMENT (SLA) FOR FULL MANAGED SERVICE PROVISION

1 Introduction

1.1 Goods and Services Covered

1.1.1 This Service Level Agreement (SLA) sets out the service to be provided by the Contractor to the End Users under the Agreement.

1.1.2 This Service Level Agreement (SLA) covers the base level of service applicable to all Goods and Services provided.

1.2 Duration

1.2.1 This Service Level Agreement (SLA) will be valid for as long as there are Goods and Services still in use by the End User and under the Agreement.

2 Service Helpdesk

2.1 Role

2.2.1 The Contractor shall provide a Service Helpdesk which will be the first point of contact for all Council enquiries and service related issues.

2.2 Hours of Cover

2.2.1 The period for which the Support service is available is between the hours of 08:30 to 17:30 Monday to Friday, excluding all United Kingdom Public Holidays.

2.2.2 The working hours, upon which response and resolution times are calculated, will be 08:30 to 17:30 Monday to Friday, excluding all United Kingdom Public Holidays.

2.2.3 For the avoidance of doubt, where 'Out of Hours' work is agreed, the Contractor is not required to provide an Out of Hours contact as arrangements for 'Out of Hours' work should be made during normal working hours.

2.3 Contacting the Service Helpdesk and Call Logging

2.3.1 Calls may be placed by email or telephone. In either case processing of the call will only take place between the hours of 08:30 and 17:30 Monday to Friday, excluding all United Kingdom public holidays.

2.3.2 The Council call logging procedure shall achieve the following functions:

- (a) Provide a standard call logging procedure for the service provided.
- (b) Minimise the risk of calls being unanswered or missed.
- (c) Achieve Council satisfaction.

2.4 The Service Helpdesk can be contacted:

2.1.1 by Telephone: [telephone number]

2.1.2 by E-mail: servicehelpdesk@company.co.uk

2.5 Availability

2.5.1 The Service Helpdesk will be available for 100% of the working hours as detailed in 2.2 above.

2.6 Response Times

Requirement	Response to telephone calls
Respond to all Council enquiries and service related issues within Hours of Cover	<ul style="list-style-type: none"> ➤ 90% of calls answered by a customer services assistant within 4 rings. ➤ 95% of calls answered by a customer services assistant within 7 rings. ➤ 99% of calls answered by a customer services assistant within 10 rings.
	Response to emails
Respond to all Council enquiries and service related issues within Hours of Cover	<ul style="list-style-type: none"> ➤ 90% of emails responded to by a customer services assistant within 30 minutes ➤ 95% of emails responded to by a customer services assistant within 1 hour ➤ 99% of emails responded to by a customer services assistant within 2 hours

2.6.1 Response times are measured from the call log time.

2.6.2 The Contractor shall notify the Council immediately (by telephone or e-mail as appropriate) it becomes aware that supply cannot be effected within the Order or Programme agreed with the Council.

2.6.3 In the event that a revised Programme timeline is not acceptable to the Council, the Council shall have the right to cancel the Order without incurring any costs and without prejudice to any other rights or remedies available under this agreement.

2.6.4 A working day is defined as the period between the time at which a call was received and the same time on the next working day (i.e. weekends and public holidays are not classified as working days).

3 Council Complaints Process

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- 3.1 Any complaints raised will be managed in accordance with this complaints procedure. This process ensures that all complaints are dealt with in a professional manner, and to the satisfaction of the Council.
- 3.2 With the exception of complaints of a minor nature arising from the day to day provision of the Service, the Contractor shall notify ESPO of any Complaint made by the Council within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Contractor's plans to resolve such Complaint.
- 3.3 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework Agreement, the Contractor shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

4 Council Responsibilities

4.1 Councils can register the complaint in various ways:

- Telephone, write or e-mail any of the Contractor's representatives specified in 6 below.

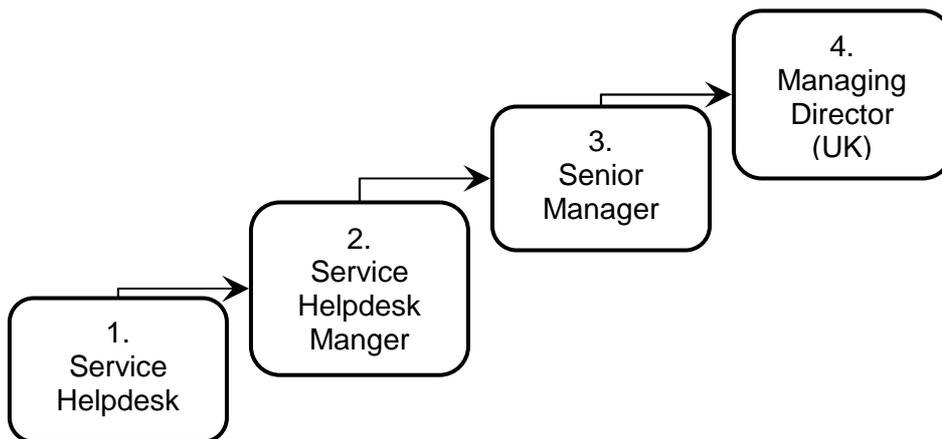
5 Escalation Procedures

5.1 Escalation Chart

5.1.1 This section covers the levels of management through which problems and/or complaints are escalated before the Council has to resort to potential breach procedures within the main contract.

5.1.2 Before any problems are escalated, the Council should ensure that the Service Helpdesk staff are fully aware of the problem and understand the full details of the problem and the full impact it is having on them.

5.1.3 The following diagram outlines the key points of contact between the Council and the Contractor.



6 Escalation Rationale Table

Escalation Level	Escalation Rationale	Contact
1	A query or issue is logged with the Service Helpdesk - The first point of contact at Level 1.	Service Helpdesk Tel: xxxx xxxxxxxx
2	If the Service Desk does not respond within the agreed time specified, then this will be escalated to Level 2.	Service Helpdesk Manager Tel: xxxx xxxxxxxx
3	If the Service Helpdesk Manager does not respond within the agreed response time specified, then this will be escalated to Level 3.	Senior Manager Tel: xxxx xxxxxxxx
4	If the Senior Manager does not respond within the agreed response time specified, then this will be escalated to Level 4. (UK Managing Director	Managing Director Tel: xxxx xxxxxxxx

Note: At the earliest time the Contractor becomes aware that he cannot resolve the problem/complaint within the timescales agreed under the complaint procedure then the problem/complaint shall be escalated to the next level (or higher if applicable and as the parties shall agree).



APPENDIX B

SPECIFICATION LOT A

INTEGRATED ROSTERING AND ELECTRONIC MONITORING SYSTEM FOR INTERMEDIATE CARE

April 2012

Outline Requirement

1. Outline Requirement
2. Solution as of February 2012
3. System Administration Requirements
4. Audit Requirements
5. Project Management & Implementation
6. System Support & Development
7. Other Considerations
8. Core Requirements for Electronic Monitoring System
9. Functional Requirements
10. Rostering System
11. Electronic Monitoring (including Lone Working)

1 Outline Requirement

- 1.1 To provide an integrated rostering and electronic real time monitoring system for the Council's Intermediate Care Service. The system will also support lone working.
- 1.2 The integrated solution must offer all the functionality described within this Specification so that duplicate data entry is avoided.
- 1.3 A Contractor who is contracted to provide the integrated system shall be responsible for the successful delivery of the entire project even where component applications from different suppliers are involved.
- 1.4 The system will be hosted by the Contractor and will be based on smart phone technology or other handheld device carried by the Support Worker.
- 1.5 Support Worker and the Individual's information shall be required to be automatically imported from the Council's Liquidlogic Protocol system to the hosted system.
- 1.6 The system shall be supported by the Contractor's Help Desk during standard office hours (Monday to Friday 8.30 a.m. to 5 p.m).
- 1.7 The system shall not incur any costs to Individuals receiving a service.

2 Solution as of February 2012

- 2.1 Intermediate Care Services are input into Liquidlogic's Protocol System (currently version 2.2.6 HF3).
- 2.2 Intermediate Care is directly delivered by 27 community based Support Workers who provide a short term rehabilitation programme of up to six weeks, 365 days a year. The service currently operates between 8 a.m. and 10 p.m. The programme helps Individuals regain some of their daily living skills and confidence. These community Support Workers work on a three week rolling roster.
- 2.3 In Intermediate Care, unlike mainstream home care, the frequency, duration and timings of visits by the Support Workers can alter during the intervention. The Individual using the service may remain with Intermediate Care for as little as a few days or perhaps two or three weeks, but only up to a maximum of six weeks. There is therefore an on going rapid turnover of Individuals in and out of the service. Services may be provided in the Individuals home, or in another setting e.g. Bridgewell, which is a Rehabilitation Unit owned by the Council and based in Bracknell.
- 2.4. The service is non chargeable. It currently provides 450 visits a week to 50 Individuals. There are on average 10/12 new referrals a week.

- 2.5. There are significant differences in the needs of rostering for this type of rapid response short term service and a mainstream home care service, with fixed times and agreed duration of visits.
- 2.6. There are three full time Care Co-ordinators, located in the same office, who currently programme and roster staff cover. They organise cover for holidays and sickness and respond to new cases, changes in support needs and cases closing.

3 System administrative requirements

- 3.1. The solution must offer appropriate contingency planning and data backup provision along with data archiving facilities within the system
- 3.2. System control and administration functions must be secure and prevent unauthorised access to control systems, files and all data stored within the system
- 3.3. All access and activity within the system must be under the complete control of the system administrator, who can assign access rights to other system users
- 3.4. Access to the system must be controlled so as to allow only authorised, uniquely identifiable system users, with individual passwords or codes with an automatic prompt to change the password in agreed periods.
- 3.5. The system must prevent unauthorised access to stored data through any network attached components
- 3.6. The backup system must be secure and under the control of the system administrator. Files and data within the backup system must be protected from unauthorised access
- 3.7. The system for restoring files and data must be secure and prevent any unauthorised restoration to an environment outside of the control of the system administrator

4 Audit requirements

- 4.1. The system must be capable of maintaining a full audit trail of all activity on the system, including all entries and changes being traceable to the originator. Details of record, modification and deletion must be available within the audit trail.
- 4.2. System control and administration features must have a full audit trail so that changes to the configuration can be logged.

5 Project Management and Implementation

- 5.1. A named, suitably skilled, experienced and qualified Project Manager to be assigned by the Contractor to manage the implementation from inception to post project review and to ensure its successful delivery

- 5.2. Each product delivered as part of the project must include testing strategies and review mechanisms
- 5.3. On site (at Council premises) train the trainer courses to be available, with the additional option of online training.
- 5.4. A full training package to be available for system users and training information to be provided for rostering staff. Written handouts/guidance notes to be provided
- 5.5. A test and training environment to be set up

6 System Support and Development

- 6.1. The Contractor shall undertake to maintain and support the system supplied for the maximum term of the contract in accordance with the Contract and the Council's Information Security Policy at Appendix F
- 6.2. The system will be required to be supported by the Contractors Help Desk during standard office hours (Monday to Friday, 8.30 – 17.00).
- 6.3. Regular training and update information on the system to be available and timely. This may include system user meetings in appropriate formats, a system user training handbook, training courses, and general information designed to explain the system to Individuals, their carers and relatives.

7 Other Considerations

- 7.1 The Intermediate Care Service is non chargeable. The Support Workers are permanent staff employed by the Council. The system will not be required to generate invoices for billing nor facilitate payroll for the employees. Timesheets will not be required as the requirement will be to provide staff with a handheld solution that delivers work schedules.
- 7.2 System to capture and produce management reports and key indicators as required by the service.

8. Core Requirements for Electronic Monitoring System (Lot A)

The following tables define the detailed functional requirements for the systems. Please fill in as requested providing necessary details or screenshots to prove your system can perform as required. The Council priorities listed in the following table equate to:

8.1 Instructions for Completion of Requirements

Each requirement in this Specification has been assigned a priority rating by the Council indicating the level of importance they place on that requirement. The rating scale is as follows:

Priority	Denotes
1	Essential
2	Desirable
3	Optional

8.2 Contractor Rating

The Contractor is asked to rate each requirement (from A - E) in the Contractor Assessment column according to how well their package matches the requirement. The rating scale is explained below:

Scale Value	Denotes
A	Included as standard in the software
B	Not included as standard but can be added at no extra cost
C	Not included as standard but can be added subject to a small charge (up to £100), which is included in the modifications costs
D	Not included as standard and would require significant effort to introduce, which is not included in the Modifications costs
E	The software is not capable of meeting this requirement

8.3 Contractor Notes

Contractors should only provide a text response to a requirement if clarification is needed to be made to the Council. Please complete the sheet in blue italics, making it easier to differentiate in view and print.
Contractors should note that where lists or examples are given these are not exhaustive.

9. Functional Requirements

ID	Requirement	Council Priority	Contractor Assessment	Contractor Response
9.1	System to provide integrated method of determining Support Worker contact time for Individuals visits from start and end times automatically captured in real time	1		
9.2	System to allow for capture of non contact time: <ul style="list-style-type: none"> • Travel to and from individual community visits • Travel to and from Bridgewell • Training • Meetings • Annual Leave • Sickness • Non-utilised time 	1		

9.3	System to enable as a minimum reporting on in given timescale : <ul style="list-style-type: none"> • Referral information • Number and origin • Number of new Individuals to the service • Number of closures 	1		
9.4	System to capture service provision information at the point of referral : <ul style="list-style-type: none"> • Decision on availability of service • Completion of service date • Names of Support Workers providing service • Date and time Support Worker informed • Hours used – estimated visit times 	1		
9.5	System to allow reporting of planned and unplanned Individuals absences from start and end times e.g. in hospital	1		
9.6	System to calculate mileage costs	1		
9.7	System to capture contractual hours worked by Support Worker and allow reporting by team and individual Support Worker	1		

9.8	System to capture additional hours worked by Support Workers above their contracted hours	1		
9.9	System to allow calculation of total availability hours by team and individual Support Worker	1		
9.10	System to allow calculation of total contact time received by an Individual for the duration of their support together with their frequency and hours .	1		
9.11	System to report on range of tasks performed : <ul style="list-style-type: none"> • Personal Care • Meal Preparation • Medication • Toileting • Catheter Care • Mobility • Transfers • Outcomes achieved • Other information for statutory purposes 	1		
9.12	System to report on Individuals feedback information in relation to outcomes.	2		

9.13	<p>The system must be able to report on the following information in 'real time':-</p> <ul style="list-style-type: none"> • Date of arrival • Actual time of arrival • Date of departure • Actual time of departure • Actual time spent delivering the service • Individual's ID • Support Worker ID • Location • Confirmation to the Support Worker that the log on / log off has been accepted by the system 	1		
9.14	<p>The system must enable critical time monitoring and raise alarm/alert if:</p> <ul style="list-style-type: none"> • scheduled care is not delivered • booking of absent Individuals • double booking of Support Workers • booking of absent Support Workers 	1		

9.15	Ability to add additional fields by the system administrator to the system as and when required to incorporate and respond to changes in legislation or working patterns	1		
9.16	The system will be required to use the information from the Support Worker work pattern schedule to monitor and support lone workers	1		
9.17	The system must be compliant with the Council's data retention policy and allow for data to be deleted from the system once no longer required - appendix G	1		
9.18	At the end of the agreed contract period all data must be returned to the Council and no data held by the Contractor.	1		

10 Rostering System

ID	System Requirement	<u>Council Priority</u>	<u>Contractor Assessment</u>	<u>Contractor Response</u>
10.1	Functionality to allow Support Workers visits to be rapidly scheduled and changed	1		

10.2	Ability to send instant automatic notification to Support Worker when a schedule change is made	1		
10.3	Care Coordinators to be able to enter and update information about referrals directly to the system	1		
10.4	Capture the following Individuals information for rostering: <ul style="list-style-type: none"> • Individual's surname/first name • Date of birth • Address and postcode • Protocol ID • Home telephone number • Mobile telephone number 	1		
10.5	Provide a view of the available rostering slots by individual Support Worker and team	1		
10.6	Base duty rostering schedule on the three week rolling roster as defined by the Intermediate Care Service.	1		
10.7	Capture Support Worker details <ul style="list-style-type: none"> • Name • Personnel Number • Home address • Home Phone Number • Mobile telephone number • Car Registration Number 	1		

10.8	A view of all unallocated Support Workers	1		
10.9	Real time notification to Care Coordinators who are rostering staff of newly allocated Individuals to the service and alerts to Care Coordinators when there are Individuals with unallocated visits.	1		
10.10	Automatically update roster schedule with Support Workers notification of completed visits	1		
10.11	Schedule returns to the same Individual within the same broad visit time slot : Support Workers have the autonomy to decide what times they visit and return to Individuals and in what order they visit Individuals, responding to need	1		
10.12	Allows specific time slots to be configured to allow Support Workers to attend joint visits at the same time and to provide a view of staff scheduled for these visits	1		
10.13	Allow designated Care Coordinator to input annual leave and core absence information to rosters	1		

10.14	Capture unplanned absence for inclusion in rescheduling calculations System to capture planned absence start and end dates for inclusion in rescheduling calculations e.g: Staff training Team meetings Supervision	1		
10.15	Provide notification to the Care Coordinator when an Individual has been in hospital for at least 48 hours	1		
10.16	Rostering to automatically allocate a Support Worker for unallocated visits based on best use of available time and consistency of service.	1		
10.17	Automatically updates roster when notification of receipt of change to a schedule is returned	1		
10.18	Integration with electronic monitoring system including lone working	1		
10.19	System to provide ability for Support Workers to update and receive information and schedule changes remotely.	1		

10.20	System to support send/receive notification to/from Support Workers when their schedule changes	1		
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11 Electronic Monitoring (including lone working)

ID	Requirement	Council Priority	Contractor Assessment	Contractor Response
11.1	Handheld devices are to be of sufficient specification to support the operation of an Intermediate Care Service. As defined in the specification.	1		
11.2	Handheld devices are able to connect and edit the roster directly. The system is able to send instant notification to Support Worker when a schedule change is made	1		
11.3	The handheld devices will provide a system that will allow Support Workers to access without delays	1		
11.4	Support Workers are able to notify when they are on shift	1		
11.5	Support Worker to notify the roster of task completion to disable alert/alarms	1		

11.6	Ability to notify Lone Worker Support Team of Lone Worker alerts in real time.	1		
11.7	Flexible to accommodate accessibility issues e.g. people with a disability	1		
11.8	Immediate emergency Support Worker location notification to the appropriate staff/authorities	1		
11.9	Capture Individual's known risks and hazards information/health and safety/adaptations	1		
11.10	Capture Individual's access to property information	1		
11.11	Capture Individual's information for Support Worker visits	1		

APPENDIX C

SPECIFICATION LOT B

ELECTRONIC TIME MONITORING SYSTEM FOR EXTERNALLY SOURCED COMMUNITY-BASED SUPPORT

April 2012

Outline Requirement

1. Outline Requirement
2. Solution as of February 2012
3. System Administrative Requirements
4. General Audit Requirements
5. Project Management & Implementation
6. System Support & Development
7. Core Requirements of Solution
8. Interfacing
9. System Administration Requirements
10. Audit Requirements
11. Technical Requirements
12. System Support and Development
13. Operational Requirements
14. Information and Reporting Requirements
15. Invoicing and Charging Requirements
16. Support Provided Outside of the Home

1. Outline Requirement

1.1 To provide an electronic real time monitoring system, which will interface with a variety of scheduling systems as used by external Support Providers of community-

based support, primarily home care, which will populate the system with details of all calls as commissioned by the Council. The system will also contain details of supported living support hours (which may be provided either in the person's home or elsewhere, and may be individual or shared hours (this is where a number of Individuals receive a number of hours which are shared between them e.g. three Individuals may live at the same address and receive four hours between them, rather than each Individual being allocated a set amount of time each) as commissioned by the Council.

- 1.2 The system will monitor the provision of these types of support in real time by the logging of both the beginning and end of each period of support via a mixed solution of landline (where support is provided in the Individuals home) and handheld devices (this could be required where an Individual does not have a landline, or where the support is provided outside of the home e.g. in a leisure facility). The split between solutions is currently estimated as 80% landline and 20% handheld devices. The system will allow real time monitoring of service delivery by both the Council and the relevant Support Providers.
- 1.3 The data recorded will allow the system to facilitate Support Provider payments and subsequently for invoicing personal contributions from Individuals, calculated in accordance with service delivery and individual financial assessments which have been undertaken by the Council. External Support Providers will need appropriate access to the system to allow real time monitoring of all calls, and be able to extract individual and summary invoices.
- 1.4 The system will be owned by the Council and hosted by the Contractor. The system will be operated, and monitored by two teams: Brokerage and Finance within the Council, and monitored by external Support Providers. The system will be supported by the Contractor's Help Desk during standard office hours (Monday to Friday, 08.30 – 17.00).

2. Solution as of February 2012

- 2.1 Home and community-based support commissioned by the Council, is input into Liquidlogic's Protocol system (currently version 2.2.6 HF3), which feeds directly into Oxford Computer Consultancy (OCC) Controcc system (currently 5.1TAG503).
- 2.2 Approximately 4,000 hours of domiciliary support, over approximately 6,000 visits, is provided to an average of 400 Individuals each week by 9 Support Providers.
- 2.3 Approximately 8,000 hours of supported living, is provided to an average of 140 Individuals each week by 4 Support Providers. We are unable to advise on the number of visits provided on an average week, due to the flexible nature of how these services are provided.
- 2.4 'Variations' of commissioned services, for example changes to the days or times of visits, are provided by a number of Support Providers which are input into Controcc

which adjusts the expected amount of the forthcoming invoice. A 'variation' is any change to the length or number of calls as commissioned, and may increase or decrease the length of a call, calls may be taken out completely, or additional ones added.

- 2.5 Invoices for support provided are submitted by Support Providers within seven days of the end of a four week invoicing period, and checked against the support commissioned. After reconciliation appropriate payment is made to the Support Provider within 28 days.
- 2.6 When all invoices have been paid for a specific four week invoicing period, invoices will be raised for the personal contribution for each Individual where a contribution has been calculated following an appropriate financial assessment by the Council, which has been entered in Controcc.
- 2.7 The current solution for checking actuals against commissioned support does not provide an accurate picture of support delivery, which affects efficient use of an Individual's personal budget.

3. System administrative requirements

- 3.1. The solution must offer appropriate contingency planning and data backup provision along with data archiving facilities within the system
- 3.2. System control and administration functions must be secure and prevent unauthorised access to control systems, files and all data stored within the system
- 3.3. All access and activity within the system must be under the complete control of the system administrators, who can assign access rights to other system users
- 3.4. Access to the system must be controlled so as to allow only authorised, uniquely identifiable system users, with individual passwords or codes with an automatic prompt to change the password in agreed periods.
- 3.5. The system must prevent unauthorised access to stored data through any network attached components
- 3.6. The backup system must be secure and under the control of the system administrator . Files and data within the backup system must be protected from unauthorised access
- 3.7. The system for restoring files and data must be secure and prevent any unauthorised restoration to an environment outside of the control of the system administrator
- 3.8 The system must operate within the Council's Information Security Policy requirements at Appendix F

4. General Audit Requirements

- 4.1. The system must be capable of maintaining a full audit trail of all activity on the system, including all entries and changes being traceable to the originator. Details of record, modification and deletion must be available within the audit trail.
- 4.2. System control and administration features must have a full audit trail so that changes to the configuration can be logged.

5. Project Management and Implementation

- 5.1. The service will commence on 1st March 2013 with a one month pilot prior to the full go-live date of 1st April 2013. The pilot will be undertaken with the Council's In House Dementia team
- 5.2. A named, suitably skilled, experienced and qualified Project Manager to be assigned by the Contractor to manage the implementation from inception to post project review and to ensure its successful delivery
- 5.3. Each product delivered as part of the project must include testing strategies and review mechanisms
- 5.4. On site (at Council premises) train the trainer courses to be available with the additional option of online training.
- 5.5. A full training package to be available for system users and Support Providers based on their security permissions to the system. Written handouts/guidance notes to be provided
- 5.6. A test and training environment to be set up

6. System Support and Development

- 6.1. The Contractor shall undertake to maintain and support the system supplied for the maximum term of the Contract and in accordance with the Contract and the Council's Information Security Policy Appendix F
- 6.2. The system will be required to be supported by the Contractors Help Desk during standard office hours (Monday to Friday, 8.30 – 17.00).
- 6.3 Regular training and update information on the system to be available and timely. This may include system user meetings in appropriate formats, a user training handbook, training courses, and general information designed to explain the system to Individuals, their carers and relatives.

7. Core Requirements of Solution

The following tables define the detailed functional requirements for the ETMS system. Please fill in as requested providing necessary details or screenshots to prove your system can perform as required. The Council priorities listed in the following table equate to:

7.1 Instructions for Completion of Requirements

Each requirement in this specification has been assigned a priority rating by the Council indicating the level of importance they place on that requirement. The rating scale is as follows:

Priority	Denotes
1	Essential
2	Desirable
3	Optional

7.2 Contractor Rating

The Contractor is asked to rate each requirement (from A - E) in the Contractor Assessment column according to how well their package matches the requirement. The rating scale is explained below:

Scale Value	Denotes
A	Included as standard in the software
B	Not included as standard but can be added at no extra cost
C	Not included as standard but can be added subject to a small charge (up to £100), which is included in the modifications costs
D	Not included as standard and would require significant effort to introduce, which is not included in the Modifications costs
E	The software is not capable of meeting this requirement

7.3 Contractor Notes

Contractors should only provide a text response to a requirement if clarification is needed to be made to the Council. Please complete the sheet in blue italics, making it easier to differentiate in view and print.

Contractors should note that where lists or examples are given these are not exhaustive.

ID	Requirement	Council Priority	Contractor Assessment	Contractor Response
8. INTERFACING				
8.1	The system must have a proven interface with other key applications deployed by social care commissioning bodies (including, as appropriate to specific Individual requirements, social care management systems, and financial management systems) and Support Provider's homecare scheduling or rostering systems as detailed at Appendix D.	1		
8.2	The system must be able to interface with Liquidlogic's Protocol and OCC's Controcc systems.	1		
8.3	The system must have control mechanisms deployed to ensure the integrity of the interfaces when importing data.	1		
8.4	Other systems currently use a variety of hardware and data formats. The system must fully support the following integration technologies to include: <ul style="list-style-type: none"> ➤ ODBC database connectivity ➤ DDE data exchange ➤ XML data exchange ➤ Web services (.NET etc 	1		

ID	Requirement	Council Priority	Contractor Assessment	Contractor Response
8.5	<p>The Supplier must work with the Council and suppliers of third party software to create, and test interfaces. Resources proposed for this work, particularly in the initial phase of the implementation, should be described in the Tender submission and included in the Tender costs.</p> <p><i>For the avoidance of doubt, the Supplier is expected to be responsible for the development and testing of interfaces, including the procurement, implementation and maintenance of any connectors, middleware and management of any third party suppliers involved (e.g. back office system suppliers).</i></p>	1		

9. SYSTEM ADMINISTRATION REQUIREMENTS				
9.1	The system must offer appropriate contingency planning and data backup provision, along with data archiving facilities within the system.	1		
9.2	System control and administration functions must be secure and prevent unauthorised access to control systems, files, and all data stored within the system.	1		
9.3	All access and activity within the system must be under the complete control of a key administrator who can assign access rights to other system users.	1		
9.4	Access to the system must be controlled so as to allow only authorised, uniquely identifiable system users, with individual passwords with an automatic prompt to change the password in agreed periods meeting the Council's security requirements.	1		

9.5	The system must prevent unauthorised access to stored data through any network attached components.	1		
9.6	The backup system must be secure and under the control of the system administrator. Files and data within the backup system must be protected from unauthorised access.	1		
9.7	The system for restoring files and data must be secure and prevent any unauthorised restoration to an environment outside of the control of the key system administrator.	1		
9.8	The system must be compliant with the Council's data retention policy and allow for data to be deleted from the system once no longer required - appendix G	1		
9.9	At the end of the agreed contract period all data must be returned to the Council and no data held by the Contractor.	1		
9.10	The system must include data entry validation rules to assist accurate data entry, that spots errors and prompts their correction, including absolute rules (e.g. an actual date of birth in the future) and advisory warnings	1		
10. AUDIT REQUIREMENTS				
10.1	The system must be capable of maintaining a full audit trail of all activity on the system, including all entries and changes being traceable to the originator. Details of file creation, modification and deletions should be available within the audit trail.	1		

10.2	System control and administration features must have a full audit trail so that changes to the configuration can be audited.	1		
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11. TECHNICAL				
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11.1	All outgoing Council web traffic is via a web proxy server. Any web service must be compatible with this without any modification by the Council.	1		
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11.2	There must be a valid Internet DNS record for the service.	1		
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12. SYSTEM SUPPORT AND DEVELOPMENT				
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12.1	The Contractor must undertake to maintain and support the system supplied for the term of the Contract	1		
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12.2	Suitable helpdesk facilities must be available to the Council during normal office hours (Monday to Friday, 08.30 to 17.00).	1		
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12.3	The system must be available to the Council and Support Providers 24/7, 365 days of the year	1		
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12.4	Resilience must be designed such that data loss is limited to unsaved transactions only	1		
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12.5	Regular training and update information on the system must be available. This may include user meetings in appropriate formats, a user training handbook, training courses, and general information designed to explain the system to Individuals, their Support Workers and Support Providers	1		
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12.6	Any system upgrade must be managed with the approval of the Council within timescales agreed by the Council.	1		
12.7	All upgrades and other releases of the system must be accompanied by appropriate documentation in electronic and paper formats	1		

13. OPERATIONAL REQUIREMENTS				
13.1	<p>The system must be able to deliver the following information in 'real time':</p> <ul style="list-style-type: none"> ▪ Date of commencement of support ▪ Actual time of commencement of support ▪ Date of departure from support ▪ Actual time of departure from support ▪ Actual time spent delivering the support ▪ Individuals Protocol ID ▪ Support Worker ID ▪ Confirmation to the Support Worker that the logon/off has been accepted by the system 	1		
13.2	The system must not incur any telephone or other costs to the homecare Support Provider, Support Worker or Individual in receipt of the support.	1		
13.3	The system should enable the Support Provider to leave messages in case of emergencies or prompt Support Workers to undertake a particular task where there are special needs.	2		

13.4	The system could enable Support Workers to place emergency calls for help or assistance in cases of emergencies.	3		
13.5	The system must be visible to the Support Provider and to the Council to allow real time monitoring, sending of alerts, relevant monitoring of service provision, production of invoices.	1		
14. INFORMATION AND REPORTING REQUIREMENTS				
14.1	The system must operate consistently with all data protection legislation requirements and facilitate compliance with freedom of information provisions.	1		
14.2	<p>The system must record and provide information (available as daily, weekly, monthly, quarterly and annual summaries) on all relevant parameters and activities, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Number of Support Providers accessing the service ▪ Number of Support Workers attending each Individual in receipt of support ▪ Detailed breakdown of calls and other related services and hours ▪ Commissioned hours compared with actual hours delivered, broken down as necessary by Support Provider and/or Individual 	1		

14.3	<p>The system must provide information to assist with the review and development of the service. Key information would include:-</p> <ul style="list-style-type: none"> • The number of Support Providers, employees using the system, failed to comply with the system, trends either up or down • Information gathered from consultants and satisfaction surveys with Support Providers, Individuals and carers • Detailed report highlighting development requirements and plans 	1		
14.4	The system must have the ability to generate ad-hoc reports using a suitable reporting tool e.g. Business Objects	1		
14.5	The Contractor must confirm that a report writer is supplied and describe the extent to which reports are produced	1		
14.6	All reports created must be able to be viewed on screen, printed or easily output to MS Office applications (e.g. Word, Excel) and to XML and PDF formats and must have a print preview function	1		
14.7	The system would be available to people funded by the Council through a direct payment, and where requested, their nominated representative, to have access to their individual live data.	2		

15. INVOICING AND CHARGING REQUIREMENTS				
15.1	<p>The system must be able to facilitate an invoice (see 16.4) by Individual detailing the following:</p> <ul style="list-style-type: none"> • Protocol ID • Name of Individual receiving service • Date of support • Support Worker ID • Planned start time of support • Planned end time of support • Actual start time of support • Actual end time of support • Duration of support • Rate applied (various) • Cost of support • Reason for non-attendance or variance • Sub-total of hours per Individual, per week • Sub-total of cost per Individual, per week • Total hours per Individual, per 4 weeks • Total cost per Individual, per 4 weeks 	1		

15.2	<p>In addition the system must facilitate a summary invoice detailing:</p> <ul style="list-style-type: none"> • Invoicee details (Council) • Invoice number • Applicable dates (to and from) • Support Provider name & detail • Protocol ID • Name of Individual receiving service • 4 weekly no. of hours per Individual • 4 weekly cost per Individual • Total value of invoice • VAT number (where applicable) • VAT amount (where applicable) 	1		
15.3	The information should be non-editable, protected from amendment.	2		
15.4	Invoice information must be supplied in an electronic format (.csv or similar; to be confirmed) allowing full integration with the Bracknell Forest ASC&H Finance system (ContrOCC). The best way for this to be effected may be a direct extract from the ETMS system by Bracknell Forest Finance staff. As a minimum the invoice must replicate the current paper-based invoicing system allowing the invoice to be submitted by post.	1		
15.5	The system must have the capacity to link invoicing arrangements for services received by Individual's who pay for their support to actual data activity	1		

15.6	Invoice data must be available to the Council within twenty-four hours of the end of each period (notified by the Council).	1		
15.7	The system must have a mechanism that takes into account chargeable and non-chargeable visits that take place. For example if a Support Worker is not able to gain entry or the Individual is on holiday, respite care, hospital or unavailable for other reasons	1		

16. SUPPORT PROVIDED OUTSIDE OF THE HOME				
16.1	<p>A mobile solution for logging support in a community setting must be found for people receiving support outside the home; this currently equates to approximately 80 people (20% of hours)</p> <p>This could involve something that attaches to an Individual's keys that can be scanned on a smart phone to enable the login/logoff for the Support Worker.</p>	1		
16.2	To cover the provision of support both inside and outside the home, the system must operate via landline and handheld device.	1		