



(The Customer)



Invitation to Tender for:

WMP0084

The Provision of a Drug Testing Service using Hair and Urine Samples

**NHS Shared Business Services Framework Agreement –
Point of Care Testing of Drugs Abuse – Ref No: SBS/17/RK/KCA/9128
Lot 7 – Operational Outsourcing of Services**

Name of Tenderer:

Closing date for receipt of this Tender:

12 noon on Friday 20th September 2019

Table of Contents		
Section		Page
1	Instructions to Tenderers	3
2	Conditions of Contract	10
3	Specification	12
4	Price Schedule	22
5	Schedule of Clarification	24
6	Collusive Tendering Certificate	25
7	Form of Tender	26
8	Certificate of Tender	28

1 Instructions to Tenderers

1. INVITATION

- (a) Tenders are invited for the supply of goods or services specified in this Invitation to Tender.
- (b) This Tender will form part of a Mini-Competition process using the **NHS Shared Business Services Point of Care Testing: Drugs of Abuse Framework Agreement SBS/17/RK/KCA/9128, Lot 7 – Operational Outsourcing of Services**. The Min-Competition reference number is **WMP0084**.
- (c) Tenderers are advised to read through the Invitation to Tender documents carefully to ensure they are fully aware of the obligations required under this Contract should their Tender submission be accepted.

2. SUBMISSION OF TENDER

- (a) Once completed, Tenders should be returned electronically via the Bluelight EU Supply e-tendering portal (www.bluelight.gov.uk) not later than **12 noon on Friday 20th September 2019**. Facsimile and e-mailed copies will not be accepted.
- (b) Tenders received after the deadline stated or not properly completed will be disregarded, unless it is clear that there was a technical problem with the Bluelight e-tendering portal which prevented the uploading of documentation. Therefore, please ensure that you upload the documents a sufficient period of time prior to the deadline.
- (c) If you are unable to submit your Tender response electronically please advise the procurement representative detailed below by **Friday 13th September 2019** so alternative arrangements can be made.
- (d) At any time prior to the deadline for receipt, the Customer may amend the Tender documents. Any such amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take the amendment(s) into account the Customer may, at its discretion, extend the deadline for receipt.

The deadline for submission of Tenders or any agreed extension thereto must be observed.

Any Tender received after the time specified for whatever reason, will not be considered.

The Customer's requirements with regard to Tenders do not permit any discretion and therefore any Tender which does not comply, for whatever reason, will be declared invalid and be disregarded.

- (e) Tenders may be submitted for all or any of the sections, but should state clearly if one Tender is dependent on the acceptance of another.
- (f) All correspondence and Tenders shall be in English. Any communication in any language other than English shall be excluded from any Tender or Contract.
- (g) The Customer will not be liable for any costs incurred by Tenderers for the preparation or submission of their Tender or any consequential demonstrations / presentations.
- (h) The submission of a Tender response by a Tenderer shall be deemed to mean that they are fully aware of the obligations required under this Contract. No claim founded on a Tenderers failure to obtain interpretation of the nature and extent of the goods and/or service required prior to the submission of their Tender will be considered.

3. COMPLETION OF TENDER

- (a) Tenderers are required to read the entire document, complete all appropriate sections and sign the documents where specified in section 8 (Certificate of Tender) Tenderers may continue their answers on the Schedule of Clarification or a separate sheet where necessary, but these sheets, and any supporting documentation, must be clearly cross referenced to the relevant section of the Tender. The information disclosed will be used for evaluation purposes.
- (b) Tenderers are not permitted to amend the Tender documents in any way, save for completing or responding appropriately to the sections detailed in 3(c). Any other suggested modification to the Tender documents should be included on the Schedule of Clarification or a separate sheet and be clearly marked as 'Alternative Proposal(s)'. The Customer may or may not consider any Alternative Proposals at its sole discretion.
- (c) Tenderers must complete the following documents which will form part of the final Contract:-
- Completed response to the Specification
 - Completed Price Schedule
 - Completed Collusive Tendering Certificate
 - Completed Form of Tender
 - Completed and signed Certificate of Tender

Failure to complete any of the above sections may result in your submission being excluded from evaluation.

- (d) If you have any questions relating to any part of this Tender, or to the Tendering process as a whole, please contact the procurement representative responsible for this contract as detailed below.
- (e) Once completed, please return the Tender electronically via the Bluelight EU Supply e-tendering portal (www.bluelight.gov.uk). Should you experience any problems uploading the Tender documents, or experience any other difficulties with the portal please refer to the Help / Contact Us section of the Bluelight website.
- (f) Tender responses **must** be received in MS Word or Excel (where necessary) format, with the exception of the pages that require signature which should be printed out, signed by the appropriate signatory and uploaded in Adobe Acrobat PDF format.
- (g) Tenderers are requested to provide the information necessary to complete the **NHS Shared Business Services Point of Care Testing: Drugs of Abuse** Framework Agreement **SBS/17/RK/KCA/912, Lot 7 – Operational Outsourcing of Services** Model Contract.

4. PROCUREMENT REPRESENTATIVES

Mrs Marie Hadley (MCIPS)
Category Advisor

West Midlands Police Website: <http://www.west-midlands.police.uk/>
Bluelight EU Supply e-tendering Portal: <https://www.bluelight.gov.uk>

5. CLARIFICATION QUESTIONS

- (a) All clarification questions relating to this Invitation to Tender should be posted on the Bluelight e-tendering portal by **Monday 9th September 2019**. Responses to all of the clarification questions will then be posted by the Customer on the Bluelight e-tendering portal by **Friday 13th September 2019**.

- (b) Please note that any points of clarification or additional information supplied as a result of any clarification questions posed or shall be communicated to all Tenderers unless they are confidential or specific to the Tenderer and marked accordingly. The identity of the Tenderer posing the question(s) shall remain anonymous.
- (c) Any clarification questions and requests received after the date specified in (a) may, at the discretion of the Customer, not be entertained.

6. CONDITIONS OF CONTRACT

- (a) The Contract shall be subject to the Conditions of Contract detailed in this Tender document. Offers by Tenderers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.
- (b) The Contract shall incorporate the notes and specifications contained in this document and the **NHS Shared Business Services Point of Care Testing: Drugs of Abuse Framework Agreement SBS/17/RK/KCA/912, Lot 7 – Operational Outsourcing of Services** Model Contract amended by the document headed Conditions of Contract in this document.

7. TENDER VALIDITY

All Tenders shall be valid for a period of **12** weeks from the closing date stated in 2(a).

8. ACCEPTANCE OF TENDERS

The Customer does not bind itself to accept the lowest Tender or any Tender and reserves the right to accept a Tender either in whole or part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered the subject of a separate Tender.

9. SPECIFICATIONS

Specifications and technical requirements for individual items are stated, but everything necessary shall be supplied to enable the performance of the Contract. Any items not specifically mentioned but which are necessary for the operation of the Contract shall be deemed to be included.

10. CONFIDENTIALITY

- (a) Recipients of the Tender Documents (whether they submit a Tender or not) shall treat the contents of the documents as private and confidential and safeguard it accordingly.
- (b) Subject to the exceptions referred to in paragraph 10(e), Tenderers shall not disclose, copy, reproduce, distribute or pass the information contained in the Tender Documents to any other person at any time.
- (c) Tenderers shall not use the information in the Tender Documents for any purpose other than for the purposes of participating in the Tender.
- (d) Tenderers shall procure that each of their Tenderer's advisers, agents, employees, consultants or sub-contractors (of any tier) who receive any of the information in the Tender Documents are made aware of, and comply with, the provisions of paragraph 10 as if they were a Tenderer.

- (e) Tenderers may disclose, distribute or pass the information in the Tender Documents to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers to the Tenderer) if either:
 - (i) this is done for the sole purpose of enabling a Tender to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in the Tender Documents; or
 - (ii) the Tenderer obtains the prior written consent of the Customer in relation to such disclosure, distribution or passing of the information in the Tender Documents.
- (f) The Customer may disclose detailed information relating to the Tender to the Customer's officers, employees, agents or advisers.
- (g) The information contained in the Tender Documents, and any additional information provided by the Customer, should not be used, copied, disclosed or disseminated for any purpose save to the extent that such use, copying disclosure or dissemination is necessary for the purpose of the Tender or to comply with any legal or regulatory obligation.

11. FREEDOM OF INFORMATION ACT 2000 (the Act)

- (a) In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (FoIA), the Customer may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of FOIA, or the Environmental Information Regulations 2004 (EIR) be required to disclose information submitted by the Tenderer to the Customer.
- (b) Where a Tenderer wishes at any stage of this procurement to designate information as confidential, a notice to this effect must be provided to the Customer at the time the relevant information is first disclosed to the Customer specifying reference to those particular parts of the information that are regarded as confidential, together with a brief explanation as to the reasons why that information should be designated as such. If in the opinion of the Customer the content of the information referred to in that notice is not considered to be reasonably designated as confidential, the Customer will inform the Tenderer who may then withdraw and/or resubmit the relevant information. If the information is not withdrawn within the timeframe specified by the Customer, the information may be shared with other Tenderers.
- (c) Where a Tenderer identifies information as commercially sensitive, the Customer will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Customer may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Customer is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Customer cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed.
- (d) Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Customer and the Tenderer should not attempt to answer the request.
- (e) The Customer when entering into any contract will refuse to include any contractual terms which purport to restrict disclosure of information held by the Customer and relating to the contract beyond the restrictions permitted by the Act.
- (f) Unless an exemption provided for under the Act is applicable in relation to any particular information the Customer will be obliged to disclose that information in response to a request regardless of the terms of any contract.

- (g) Tenderers should in any response avoid any information being identified as “in confidence”, “trade secret” or similarly restricted where such information is not exempt confidential information under the Act.

12. EVALUATION CRITERIA

- (a) All proposals will be subjected to a thorough evaluation to establish the most economically advantageous Tender.

The evaluation criteria will be in accordance with that set out in the **NHS Shared Business Services Point of Care Testing: Drugs of Abuse** Framework Agreement **SBS/17/RK/KCA/912**.

Each response will be evaluated using the following criteria and associated weightings:-

Criteria	Percentage of overall score
• Quality	70%
• Price	30%

- (b) All Tenders will be examined for completeness and the Customer may seek clarification where necessary.
- (c) Tenderers shall indicate their compliance with each requirement detailed in the Specification as follows:-

Compliance	Explanation
Fully Compliant	Fully compliant to the requirement in its entirety
Partially Compliant	Partially compliant to the requirement
Non-Compliant	Non-compliant with any part of the requirement
Understood	Tenderer confirms they have understood this informational (see (d) below) statement from the Customer.

In addition, Tenderers are expected to provide a supplementary response with a full explanation of their compliance to each requirement, where required, in the text box below the requirement. Tenderers may continue their answers on a separate sheet where necessary, but these sheets, and any supporting documentation, must be clearly cross referenced to the relevant section of the Tender.

N.B Any box left blank where either a compliance, understood, or a response is required will be assumed by the Customer as non-compliant.

- (d) Each requirement within the Specification shall be classified using the following criteria:-

	Criteria	Weighting
M	Mandatory (If a Tenderer is unable to comply with this requirement their response shall be excluded from consideration).	3
HD	Highly Desirable	2
D	Desirable	1
I	Information	0

- (e) Each of the requirements detailed within the Specification shall be evaluated in accordance with the following scoring matrix:-

	Criteria	Score
Exceeds the standard required	Offers added value	3
Fully Compliant	Meets the standard exactly as specified	2
Partially Compliant	Meets the standard in some aspects, fails in some	1
Non-Compliant	Completely fails to meet the standard	0

(g) ~~Not used~~

(h) Responses and supplementary information provided by Tenderers as part of their Tender response shall be construed as being true and accurate. If at a later date it transpires that any responses or information provided were inaccurate the Customer reserves the right to exclude the Tender response from consideration, or if the Contract has been awarded to such Tenderer, and the inaccurate information is deemed to have had a significant bearing on the award of Contract, the Customer reserves the right to terminate the Contract.

(i) Tenderers shall be responsible for notifying the Customer of any change in their circumstances which would impact on the Customer's evaluation of the Tender exercise, and once the Contract has been awarded it is the successful Suppliers responsibility to continue to notify the Customer of any changes that may impact on the Contract.

13. TIMESCALES

As follows is an indicative guide to the Customer's timescales for this Tender exercise, which may be subject to change:-

Task	Anticipated Completion Date
Closing date for receipt of Tender Clarification Questions on Bluelight Datatbase (www.bluelight.gov.uk)	9th September 2019
Reponses to all Clarification Questions posted on Bluelight Database (www.bluelight.gov.uk)	13th September 2019
Closing date for receipt of Tenders on Bluelight Database (www.bluelight.gov.uk)	20th September 2019
Complete analysis of Tenders against pre-agreed criteria.	23rd September - 7th October 2019
Award Contract	13th November 2019
Contract Commencement Date	14th November 2019

14. INTELLECTUAL PROPERTY

The copyright in the Tender Documents is vested in the Customer and may not be reproduced, copied or stored in any medium without the prior written consent of the Customer except in relation to the preparation of a Tender. All documentation supplied by the Customer in relation to the Tender Documents is and shall remain the property of the Customer and must be returned on demand, without any copies being retained.

15. CHANGES IN CIRCUMSTANCES

- (a) Tenderers must inform the Customer in writing of any change in control, composition or membership of a Tenderer and of any other material change to the Qualified Bidder's response to the Pre-Qualification Questionnaire, if any, that has taken place subsequent to their expression of interest. The Customer reserve the right to disqualify any Qualified Bidder subject to such changes from any further participation in the procurement process.
- (b) Qualified Bidders are reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in Regulation 23(1) and Regulation 23(4) of the Public Contracts Regulations 2006 (as amended). Any change in the eligibility of a Qualified Bidder or of a member of its consortium or other parties on which its bid relies must be notified immediately to the Customer in writing and may result in the Qualified Bidder being disqualified from any further participation in the procurement process.

16. PROBITY AND INFORMATION SHARING

- (a) Tenderers shall not make contact with any other employee, agent or consultant of the Customer who are in any way connected with this Tender during the period of this Tender, unless instructed otherwise by the Customer.
- (b) Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Customer or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

17. NO RELIANCE

- (a) While the information contained in the Tender Documents is believed to be correct at the time of issue, neither the Customer, their advisors, nor any other contracting Customer will accept any liability for its accuracy, adequacy or completeness, nor will any warranty, express or implied, be given. The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, the Tender Documents (including its appendices) and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties are made in relation to such opinions, statements or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer.
- (b) The Tender should not be regarded as an investment recommendation made by the Customer or their appointed advisors. Each Tenderer must rely on its own enquiries and on the terms and conditions set out in the Agreement(s) as and when finally executed, subject to such limitations and restrictions as may be specified in such a contract. Neither the issue of the Tender Documents nor any of the information presented in it should be regarded as a commitment or representation on the part of the Customer or any other person to enter into a contractual arrangement.

18. QUALIFIED BIDDER'S COSTS

The Customer shall not, under any circumstances, be liable for any costs incurred by the Qualified Bidders in relation to their participation in this Procurement or otherwise.

19. GOVERNING LAW

The laws of England and Wales shall apply to this Procurement and, subject to applicable law, in connection with any dispute, including any non-contractual dispute arising therefrom.

20. PUBLICITY

The Tender Documents are only to be used in connection with the preparation and submission of a Tender by a Tenderer and for the dialogue in relation to this procurement. No publicity regarding the Tender or the award of any contract will be permitted until the conclusion of the Tender unless and until the Customer has given express written consent to the relevant communication.

21. CONFLICT OF INTEREST

- (a) Tenderers are instructed to ensure that their potential appointment as the Supplier to the Customer for the project has not and will not create any conflict of interest or any situation that might compromise or prejudice the Customer's duty to manage an open, fair, non discriminatory and competitive procurement process. In the event of a conflict (or potential conflict) arising at any time during the Tender, the affected Qualified Bidder must report the occurrence of an actual or potential conflict and the means for resolving it to the Customer as soon as reasonably practicable.
- (b) Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of the Customer may result in a Tenderer being disqualified from this Tender.

22. NOT USED.

23. NOT USED.

24. DELIVERY

Unless otherwise stated all prices shall include delivery to locations within the area covered by the Customer.

25. USE OF SUB-CONTRACTORS

Tenderers must clearly state if they intend to use sub-contractors to fulfil the requirements of the Contract. This must include the names and addresses of the likely sub-contractors and an indication of the areas being sub-contracted.

2 Conditions of Contract

Note: The Contract shall be subject to the Conditions of Contract of the **NHS Shared Business Services Point of Care Testing: Drugs of Abuse** Framework Agreement **SBS/17/RK/KCA/912** with the amendments, additions, alterations and omissions contained herein. Any additional or alternative Conditions of Contract put forward by Tenderers will not be considered and may result in the Tender response being rejected on this basis alone.

These Conditions of Contract may only be varied with the expressed written consent of the Customer. No alternative or additional terms put forward by the Contractor shall form part of the Contract.

The Conditions of Contract shall be subject to the following amendments, additions, alterations and omissions:-

The following additional clauses shall be inserted:-

N/A

The following amendments and insertions shall be made to the model contract Schedules:

N/A

I/We confirm our acceptance our acceptance to these Conditions of Contract: Yes No

Name: _____

Company: _____

Position in Company: _____

Date: _____

Please sign and date the Certificate of Tender page

3 Specification

3.1 GENERAL INFORMATION

The West Midlands Police force has a population of approximately 2,620,000 and occupies an area of 347 square miles. The West Midlands police force area comprises of the district councils of Birmingham, Wolverhampton, Coventry, Walsall, Sandwell, Dudley and Solihull. The Force is divided into eight police areas: Birmingham East, Birmingham West, Coventry, Dudley, Sandwell, Solihull, Walsall, and Wolverhampton. Its neighbouring police forces are Staffordshire (to the north and west), Warwickshire (east and south east) and West Mercia (south west).

West Midlands Police (The Force) is responsible for policing the area and is coordinated from its Headquarters at Lloyd House in the centre of Birmingham. The force is divided into 8 Neighbourhood Policing Units (NPU's), each headed by a Chief Superintendent who is responsible for the overall policing and management of the area. Further information about the Force is available on the following internet web-site: www.west-midlands.police.uk

The requirement is for a Contract for the provision of a drug testing service using Hair Samples and Urine Samples as detailed in this specification.

The Drug Testing Service provided must be accredited by the UK Accreditation Service (UKAS) or equivalent for the quality standards and good laboratory practices.

The Contract, which will commence on **14th November 2019**, will be for a period of **two** years, with the option to extend for a maximum period of up to **24** months, subject to the satisfactory performance of the Contractor.

3.2 FORMAT OF RESPONSE

- (a) Tenderers shall indicate their compliance with each requirement detailed in the Specification as follows by placing a tick in the appropriate box:-

Compliance	Explanation
Fully Compliant	Fully compliant to the requirement in its entirety
Partially Compliant	Partially compliant to the requirement
Non-Compliant	Non-compliant with any part of the requirement
Understood	Tenderer confirms they have understood this informational (see (b below) statement from the Customer.

N.B any box left blank where either a compliance, understood, or a response is required will be assumed by the Customer as non compliant.

In addition, Tenderers are expected to provide a supplementary response with a full explanation of their compliance to each requirement, where required, in the text box below the requirement. Tenderers may continue their answers on a separate sheet where necessary, but these sheets, and any supporting documentation, must be clearly cross referenced to the relevant section of the tender.

- (b) Each requirement within the Specification shall be classified using the following criteria:-

	Criteria	Weighting
M	Mandatory (If a Tenderer is unable to comply with this requirement their response shall be excluded from consideration).	3
HD	Highly Desirable	2
D	Desirable	1
I	Information	0

(c) Each of the requirements detailed within the Specification shall be evaluated in accordance with the following scoring matrix:-

	Criteria	Score
Exceeds the standard required	Offers added value	3
Fully Compliant	Meets the standard exactly as specified	2
Partially Compliant	Meets the standard in some aspects, fails in some	1
Non-Compliant	Completely fails to meet the standard	0

3.3 REQUIREMENTS

Number	Classification	Description of Compliance						
3.3.1	I	<p>Introduction Through publication of the Police Amendment Regulations (2005) the Home Office Circular 45/2005 and 11/2012, there is a requirement for each Chief Constable to undertake testing for alcohol and controlled drugs for all Police Officers. Subsequent national agreements now also permit the testing of Police Staff in certain locally determined roles.</p> <p>Agreed & Understood <input type="checkbox"/></p>						
3.3.2	I	<p>The Regulations cover the following categories for testing of controlled drugs:</p> <ul style="list-style-type: none"> • Applicants to police forces • Officers who can give cause to suspect that they have used such drugs • Student officers • All other officers <p>Agreed & Understood <input type="checkbox"/></p>						
3.3.3	I	<p>The Regulations cover all Police Officers for the testing of alcohol.</p> <p>Agreed & Understood <input type="checkbox"/></p>						
3.3.4	I	<p>The Regulations determine that testing is to be through a sample of hair (for pre-employment purposes), fluid or urine (for random or with cause testing) for drugs, and through breath testing for alcohol. In addition, some Forces who may use this contract have a desire to use hair testing (nail sample may be used in exceptional circumstances e.g. religious beliefs) for applicants to the police service.</p> <p>Agreed & Understood <input type="checkbox"/></p>						
3.3.5	I	<p>Estimated Quantity Although the number of drug tests undertaken in any given period cannot be guaranteed, it is anticipated that over the next 24 months the estimated number of drug tests detailed below will be required.</p> <table border="1" data-bbox="758 1458 1272 1610"> <thead> <tr> <th>Description</th> <th>Estimated Quantity over 24 months</th> </tr> </thead> <tbody> <tr> <td>Hair Samples</td> <td>15,600</td> </tr> <tr> <td>Urine Samples</td> <td>400</td> </tr> </tbody> </table> <p>The Customer reserves the right to place orders greater than the estimated numbers stated, less than the estimated numbers stated, or to place no orders at all.</p> <p>Agreed & Understood <input type="checkbox"/></p>	Description	Estimated Quantity over 24 months	Hair Samples	15,600	Urine Samples	400
Description	Estimated Quantity over 24 months							
Hair Samples	15,600							
Urine Samples	400							
3.3.7	M	<p>The Service The service primarily requires the provision of drug testing for use by the Customer.</p> <p>All testing will be subject to the following principles:</p> <ul style="list-style-type: none"> • All samples will be collected in accordance with UKAS accreditation standards by suitably qualified staff (who may be employed by either the contractor or the 						

		<p>Customer).</p> <ul style="list-style-type: none"> • Sample collection kits must be provided where the samples will be collected by the Customer. Sample collection kits should include, as a minimum, the following: <ul style="list-style-type: none"> - Medical questionnaire for individual, including consent form. - Appropriate collection vessels, sterile. - Appropriate containers (x2) - Identification labels for containers (x2) - Security seals for sample containers - Tamper evident packaging for transportation (Transportation costs will be met by the successful contractor) • The person collecting the samples will be responsible for ensuring the chain of custody is maintained up to the point of delivery to the laboratory (using agreed external courier services when necessary). • If required samples will be collected from the Customer's Occupational Health Department. • The contractor must use their own courier service or a company, which adheres to all relevant packing and storage instructions for transporting samples from the members' premises to the Contractors laboratory. • Samples will be tested by an accredited testing agency. • Testing may be through hair, urine, oral fluid or nail clipping samples, depending on the reason for the test. • Whenever a positive result is returned, provision will be made for the donor to have an opportunity to have an independent analysis of the second specimen, at the donor's expense. (Not required for pre-employment tests.)
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Fully Compliant Non-Compliant

Supplementary Response to 3.3.7:

3.3.8	M	<p>Testing in relation to drugs will cover the illicit use of the following substances:</p> <ul style="list-style-type: none"> • Amphetamines (including ecstasy) • Cannabis • Cocaine • Opiates (e.g. morphine and heroin) • Benzodiazepines <p>Testing of other substances will be requested as required, depending on changes to regulations and subject to agreed charges.</p>
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Fully Compliant Non-Compliant

Supplementary Response to 3.3.8:

3.3.9	M	<p>The contractor will be required to undertake a range of work, which must include:</p> <ul style="list-style-type: none"> • Collection/screening services • Laboratory analysis services • Medical reviews for all positive results. • Pre-planned testing on a regular basis. • Liaison with a the Customer’s Supervising Officer • 24-hour call out service in response to the requirement to test for ‘just cause’ cases, with maximum response time for attendance on site of 2 hours. • Applicant testing as required • Promotion of testing procedure/raising awareness when requested. • Provision of management information. • Storage of second sample. • Attendance at internal hearing/judicial proceedings, as required, to give evidence. • The integrity of the whole system will be controlled and assured by the Contractor.
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Fully Compliant Non-Compliant

Supplementary Response to 3.3.9:

3.3.10	M	<p>The minimum requirement of the contractor is that they are accredited by UKAS (or equivalent international body) to ISO/IEC 17025 Standards for laboratory testing, for work place testing for drugs and alcohol.</p>
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Fully Compliant Non-Compliant

Supplementary Response to 3.3.10:

3.3.11	M	Service standards in respect of turnaround times of pre-planned and ad hoc testing and test result analysis, professional protocols and location of the provision will be agreed during the tender process.
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Fully Compliant Non-Compliant

Supplementary Response to 3.3.11:

3.3.12	M	Service standards must be strictly adhered to. Any delays, which directly result in penalties to the Customer, will be passed on to the contractor. The contractor should be mindful of legal obligations and resultant timescales and deadlines. Any professional misconduct will be taken extremely seriously by the Customer.
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Fully Compliant Non-Compliant

Supplementary Response 3.3.12:

3.3.13	M	<p>The Customer requires samples to be kept for the following periods, after which they must be destroyed within 28 days unless the Customer requests that individual samples be retained for a further defined period.</p> <ul style="list-style-type: none"> • Urine – positives 1 year • Oral fluid – positives 1 year if required • Hair & Nail – positives 1 year
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Fully Compliant Non-Compliant

Supplementary Response 3.3.13:

3.3.14	M	<p>Defaults in Performance If the Contractor fails for any reason whether willful or not to provide the service in accordance with the Specification and the satisfaction of the Authorised Officer the Contractor shall be informed forthwith either verbally or in writing. Immediately upon receipt of such information the Contractor shall take all reasonable steps to remedy the default, time being of the essence.</p>
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Fully Compliant Non-Compliant

Supplementary Response for 3.3.14:

3.3.15	M	The Authorised Office may investigate each case where the Contractor has failed to perform the Service. Following such investigation (where the Supervising Officer is satisfied that the Contractor has failed to perform the Service in accordance with the specifications) the Customer shall issue to the Contractor a Default Notice.
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Fully Compliant Non-Compliant

Supplementary Response for 3.3.15:

3.3.16	M	The KPI in respect of the requirement is to be in accordance with the standard KPI's set out in the NHS Shared Business Services Point of Care Testing: Drugs of Abuse Framework Agreement SBS/17/RK/KCA/912 .
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Fully Compliant Non-Compliant

Supplementary Response for 3.3.16:

3.3.17	M	In the event of a continued failure by the Contractor to deliver the service ordered, by the Customer from the Contractor in accordance with this agreement, the PCC shall have the power to purchase the service from an alternative supplier. Any excess costs incurred by the Customer over the Contract price, together with all charges and expenses related to the purchase, shall be recoverable by the Customer from the Contractor, plus a 20% administration fee.
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Fully Compliant Non-Compliant

Supplementary Response for 3.3.17:

3.3.18		<p>Contract Period The commencement date of this Contract will be 14th^t November 2019. The Contract will be for an initial period of 24 months, expiring on 13th November 2021, with the option to extend for a further two periods of up to 12 months, subject to the satisfactory performance of the Contractor.</p>
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Agreed & Understood

3.3.19		<p>Contract Monitoring and Management Information <u>Contract Review Meetings</u> Regular contract review meetings will be held with representatives of the Contractor and the Customer, at a time and venue which will be mutually agreed. Any issues arising from the performance of the Contract will be discussed at the next review meeting or earlier if necessary.</p> <p><u>Management Information</u> The Contractor will be required to provide the Supervising Officer with management reports on a regular basis.</p> <p>The format and the frequency of the reports will be mutually agreed with the appointed Contractor, but as a minimum the reports should include:</p> <ul style="list-style-type: none"> • The Customer’s spend per month, which should be fully itemised to ensure transparency. • Volumes of the products purchased per month
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Fully Compliant Non-Compliant

Supplementary Response for 3.3.19:

3.3.20	M	<p>Invoicing & Payment <u>Invoices</u> Upon award of the Contract and every subsequent financial year thereafter (1st April to 31st March), the Customer will issue the successful Contractor with an annual purchase order. The purchase order number must be included on all invoices for the period in question.</p> <p><u>Payment</u> Payment by the Customer will be made within 30 days of receipt of a correct invoice.</p>
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Agreed & Understood

Supplementary Response for 3.3.20:

3.3.21	M	<p>Expert Witnesses – Where the Tenderer has tested donor samples for legal purposes, the Tenderer’s laboratory staff may be required to attend court dates and provide expert witness testimony. The Tenderer will be responsible for ensuring that its</p>
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		staff has adequate training to undertake this requirement if requested.
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Agreed & Understood

Supplementary Response for 3.3.21:

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3.3.22	I	Under circumstances where there is a positive test result with the necessary test result report, the Customer or Consortium Member may require a witness statement from the Contractor. Where such a witness statement is required, the Customer or Consortium Member will pay an agreed nominal sum to the Contractor.
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Agreed & Understood

Supplementary Response for 3.3.22:

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3.2.23	M	Provide a method statement for testing process from sample receipt to result delivery including timescales.
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Agreed & Understood

Response for 3.3.23:

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3.3.24	M	Detail your continuity process and risk assessment in the event of a major emergency e.g. major fire disruption at the testing centre
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Agreed & Understood

Response for 3.3.24:

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4 Price Schedule



The Provision of a Drug Testing Service using Hair and Urine Samples

NHS Shared Business Services Framework Agreement –
Point of Care Testing of Drugs Abuse – Ref No: SBS/17/RK/KCA/9128

Description	Estimated Quantity	Cost	(Excluding VAT)
Urine Samples			
Test Kit		£	Each
Full Lab Test for Positives		£	Per Test Including Medical Review
With Cause Call Out			
Pre-Planned (Greater than 24/48 hours' notice)		£	Including Medical Review
2 Hours' Notice (7.00am - 7.00pm)		£	Including Medical Review
2 Hours' Notice (7.00pm - 7.00am)		£	Including Medical Review
Hair Samples			
Sample Collection Kit for Force to use (Including Sample Pick Up by Contractor)		£	Per Sample (Including Kit, all Laboratory Analysis and Dispatch to Laboratory and Medical Review)
On-site Collection of Sample by Contractor		£	Per Test Including Medical Review
Operation Testing of Police Officers		£	Per Test Including Medical Review
Other Costs			
Referral Tests (Pre Planned)		£	
Medical Review		£	
Training (For Collection of Samples)		£	Per Day
Witness Statements (For Presentation to Court)		£	Per Day
Attendance at Hearing		£	Per Day

DELIVERY

What would the delivery timescales be for this Contract from receipt of an official order?

PAYMENT TERMS

*Net Monthly Account

*Subject to ____% discount for payment in _____ days.

*(Please delete or insert as necessary)

RETROSPECTIVE DISCOUNT (If applicable)

Based on a minimum expenditure of **£50k** per annum a further retrospective discount of ____% can be offered. Please state if this discount is offered off the total amount above the trigger point only, or off the total expenditure once the trigger point is reached_____

N.B. Any retrospective discounts due will be claimed two months after each 12 month anniversary of the Contract, or, if a one off Contract, upon completion of the Contract.

I/We offer to supply the goods and/or services as per the Price Schedule(s) above, in accordance with the Specification, Conditions of Contract and all other documents forming the Contract:

Yes No

I/We also confirm the prices detailed on the above Price Schedule(s) are true and accurate:

Yes No

Name: _____

Company: _____

Position in Company: _____

Date: _____

Please sign and date the Certificate of Tender

5 Schedule of Clarification

Any further information or alternative proposals in support of your Tender submission should be included in this schedule or on a separate sheet and be clearly marked as 'Alternative Proposal(s)'. The Customer may or may not consider any Alternative Proposals at its sole discretion.

6 Collusive Tendering Certificate



The Provision of a Drug Testing Service using Hair and Urine Samples

NHS Shared Business Services Framework Agreement –
Point of Care Testing of Drugs Abuse – Ref No: SBS/17/RK/KCA/9128

I/We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- (a) communicate to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
- (b) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any Tender to be submitted.
- (c) offering or paying or giving or agreeing to pay or give 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 any other Tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate the word "person" includes any person or any body in association, corporate or unincorporate; and "any agreement or arrangement" includes any such transaction formal or informal; and whether legally binding or not.

Confirmed: Yes No

Name: _____

Company: _____

Position in Company: _____

Date: _____

Please sign and date the Certificate of Tender

7 Form of Tender



The Provision of a Drug Testing Service using Hair and Urine Samples

NHS Shared Business Services Framework Agreement – Point of Care Testing of Drugs Abuse – Ref No: SBS/17/RK/KCA/9128

I/We the undersigned having read the General Conditions of Contract, Special Conditions of Contract (if any), Specification and Collusive Tendering Certificate and other documentation as are contained or incorporated in the Invitation to Tender, hereby offer to supply and deliver the Provision of a Drug Testing Service using Hair and Urine Samples as may from time to time be required to be delivered to the West Midlands Police Customer for the period and at the prices and terms set out in this Tender and I /We hereby agree that this Tender, together with your written acceptance, either in whole or in part, shall constitute a binding Contract between us.

I/We agree that this Tender shall remain open to be accepted or not by the West Midlands Police Customer and shall not be withdrawn for a period of 12 weeks from the closing date for receipt of Tenders.

Limited Company/PLC

IN WITNESS whereof we the undermentioned have executed this instrument as a Deed the day and year set out below.

Dated this Select day of Select 20Select

Executed as a Deed by (1) acting by a Director and its Secretary/two Directors whose names are here subscribed

Namely: _____ Director

Namely: _____ Director/Secretary

(1) Please insert full title of Company/PLC

Individual/Partnership (1)

IN WITNESS whereof I/We the undermentioned have signed this instrument as a Deed in the presence of the persons mentioned below and day and year set out below.

Dated this Select day of Select 20Select

(2) Signed as a Deed by))))

..... (Signature)

in the presence of

Witness Name:

Address:

Occupation:

(2) SIGNED as a Deed by)
)
)
) (Signature)

in the presence of

Witness Name:

Address:

Occupation:

- (1) In the case of a Partnership each partner is required to sign. In the event of more than two partners a further sheet can be inserted setting out the above information and signed by each additional partner.
- (2) Please print full name of signatory

Please sign and date the Certificate of Tender

8 Certificate of Tender



west midlands
police and crime
commissioner

The Provision of a Drug Testing Service using Hair and Urine Samples

NHS Shared Business Services Framework Agreement –
Point of Care Testing of Drugs Abuse – Ref No: SBS/17/RK/KCA/9128

I / we certify our acceptance / compliance with the following documentation in this Tender Document and confirm the documentation has been completed in full with true and accurate information:-

- Conditions of Contract
- Price Schedule(s)
- Collusive Tendering Certificate
- Form of Tender

Note: Please print this page and sign & date below, and then scan in the signed document and upload it as a separate attachment to the main Tender response.

Signed: _____

Name: _____

Company: _____

Position in Company: _____

Date: _____