

UK-Salford: customer-loyalty programme

2009/S 17-024386

CONTRACT NOTICE

Services

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT(S):

Manchester Primary Care Trust and The Council of the City of Manchester (together 'the Authority') (See also section VI.3), c/o CBS, 3rd Floor, St James's House, Pendleton Way, Attn: Jonathan Christian, UK-Salford M6 5FW . Tel. +44 1612126025. E-mail: jonathan.christian@gmpcts.nhs.uk. Fax +44 1612126030.

Internet address(es):

General address of the contracting authority: <http://www.manchester.nhs.uk/> and <http://www.manchester.gov.uk/>.

Further information can be obtained at: As in above-mentioned contact point(s).

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at: As in above-mentioned contact point(s).

Tenders or requests to participate must be sent to: As in above-mentioned contact point(s).

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES:

Other: Local authority and body governed by public law. See Section VI.3.

General public services.

Public order and safety.

Environment.

Economic and financial affairs.

Health.

Housing and community amenities.

Social protection.

Recreation, culture and religion.

Education.

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

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

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

Points4life Loyalty Programme.

II.1.2) Type of contract and location of works, place of delivery or of performance:

Services.

Service category: No 27.

Main place of performance: The services will mostly be delivered for the population of Manchester, England.

NUTS code: UKD3.

II.1.3) The notice involves:

A public contract.

II.1.4) Information on framework agreement:

Justification for a framework agreement, the duration of which exceeds four years: Not a framework agreement.

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

Points4life is a loyalty programme designed to enable people to live happier and healthier lives through eating better and moving more. It will take knowledge and technology from the private sector and apply them to the public sector. Through the use of government, local authority and private sector funding, points4life will offer members unrivalled benefits. The points4life loyalty programme will seek to drive behavioural change through rewarding individuals for making positive choices around their health behaviour. This programme will be based on working with and applying the learning and experience of the private sector, but look to deliver public sector priorities. Participants in the scheme will be awarded “points4life” for making positive choices. These points will be redeemable against goods and services from a range of public and private sector sources. The services required as part of this procurement are described below.

The Catalogue of Goods will feature healthy goods and services for cardholders to redeem their points against. In addition it is envisaged that at key promotional periods aspirational/ money can't buy rewards will be featured to stimulate cardholder activity (e.g. opportunity to train with a Premiership football club).

The Contact Centre will deliver an integrated solution enabling the customer service agent (CSA) to answer and resolve phone, SMS, instant online chat and email queries from all audiences participating in points4life.

The Distribution and Fulfilment centre will be required to store, collate and despatch communication materials to all audiences involved in the points4life programme.

The Loyalty Platform / points engine will be required to manage the earning and redemption of all cardholder points, interface with all other relevant elements of the solution and provide information for points issuing partners as required.

The Management services require the co-ordination of all the services (and organisations) involved in delivering the requirements of the Authority.

Marketing Services will be required including the delivery of integrated communications solutions and any media buying requirements. All communications (including business to consumer, business to business and business to Healthcare professionals) will need to be processed through an account handling team.

Mystery Shopping will be required to assess the effectiveness of the operation. This will include ensuring that points are being issued in the correct quantity and against the correct (i.e. 'healthy') purchases or activities.

An Unstructured Physical Activity loyalty solution is required to capture physical activity outside of formal gym environments. Examples of this might include cycling, walking and running in parks or walking to school. The unstructured solution is designed to capture activity where no formal booking or payment system is involved and thus there is no formal method to capture the activity.

Public Relations services will be totally integrated with the marketing services segment to form a cohesive marketing solution. Communications required will include business to consumer, business to business and business to Healthcare professionals.

A Website will be required to deliver a solution, content managed, with Search Engine Optimisation that integrates into the Loyalty Platform along with other aspects of the programme. Through secure log in it will be used both by consumers to view accounts and private partners to award points in agreed instances.

The Mobile Communications / SMS Engine service will enable communication through mobile handsets to in turn enable user engagement and registration in the points4life programme.

The Partner Recruitment and Management services will involve the recruitment of private sector partners so that points4life has scale and sufficient locations at which points can be earned so as to drive consumer engagement. This will require delivering promotional campaigns, driving incremental sales and thus points issuance and setting up redemption solutions deals.

The Authority is seeking a single comprehensive solution that meets all of its requirements. It will therefore consider submissions from prime contractors and consortia (and in each case whether or not the relevant prime contractor or consortium enters into sub-contracting arrangements) provided that the relevant prime contractor or consortium can provide a single comprehensive solution.

Further details relating to the requirements can be found in a Memorandum of Information which is contained on the following website: www.points4lifeojeu.co.uk.

There will also be a Bidder's Conference held on 16th February 2009.

II.1.6) **Common procurement vocabulary (CPV):**

79342321, 34430000, 72413000, 32412120, 64212300, 64212200, 79310000, 48110000, 72224000, 63121000, 63120000, 48100000, 48444100, 79540000, 79530000, 79512000, 79510000, 79000000, 79811000, 79800000, 79571000, 79570000, 48612000, 48611000, 48610000, 48000000, 64212100, 79421000, 79416200, 79415200, 79411100, 79411000, 79410000, 79342320, 79342311, 79342310, 79342200, 79342100, 79341400, 79341200, 79341100, 79341000, 79340000, 79311200, 79311100, 79311000, 75112100, 75112000, 73110000, 72415000, 72321000, 72317000, 72316000, 72314000, 72313000, 72310000, 72300000, 72260000, 22114300, 22140000, 22150000, 22160000, 22450000, 22458000, 22459100, 22460000, 22461000, 22461100, 22462000, 22900000, 30000000, 30160000, 30161000, 30162000, 30163000, 30216130, 30216200, 30233300, 30233320, 32412110, 79823000, 79824000, 79900000, 79933000, 79990000, 79991000, 79999200, 92111200, 92111210, 92211000, 37400000, 79416100, 79413000, 79342300, 72322000, 18200000, 18300000, 18800000, 18000000, 37416000.

II.1.7) **Contract covered by the Government Procurement Agreement (GPA):**

Yes.

II.1.8) **Division into lots:**

No.

II.1.9) **Variants will be accepted:**

Yes.

II.2) **QUANTITY OR SCOPE OF THE CONTRACT**

II.2.1) **Total quantity or scope:**

Please refer to section II.1.5.

Estimated value excluding VAT:

Range: between 4 000 000 and 15 000 000 GBP.

II.2.2) **Options:**

Yes.

Description of these options: The Authority requires a unilateral option to extend the initial contract term of 3 years by up to a further 4 years.

II.3) **DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION:**

Duration in months: 36 (from the award of the contract).

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) **CONDITIONS RELATING TO THE CONTRACT**

III.1.1) **Deposits and guarantees required:**

The Authority's particular requirements will be set out in the Invitation to Participate in Dialogue documentation and may include (amongst other things) performance bond(s) and/or parent company guarantee(s) and / or other forms of security.

- III.1.2) **Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them:**
Payment arrangements will be addressed with those economic operators invited to participate in the Competitive Dialogue stage of the procurement.
- III.1.3) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**
The Authority's particular requirements are to be determined but the Authority may require that any contract(s) awarded shall be entered into by a single legal entity on the part of the successful candidate.
- III.1.4) **Other particular conditions to which the performance of the contract is subject:**
No.
- III.2) **CONDITIONS FOR PARTICIPATION**
- III.2.1) **Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:**
Information and formalities necessary for evaluating if requirements are met: Candidates will be assessed in accordance with Part 4 of the Public Contracts Regulations 2006, as amended, (implementing Title II, Chapter VII Section 2 of Directive 2004/18/EC), on the basis of information provided in response to a pre-qualification questionnaire (PQQ) copies of which are available at <https://gmcbs.bravosolution.com/web/login.shtml>. Completed PQQs must be returned to the Authority via the aforementioned website before the deadline specified in Section IV.3.4 below.
In the first instance economic operators should access the points4life website (www.points4lifeofjeu.co.uk), where they will find further information relating to the procurement, including documentation that outlines the specific conditions for participation and instructions for candidates.
- III.2.2) **Economic and financial capacity:**
Information and formalities necessary for evaluating if requirements are met: See the PQQ.
- III.2.3) **Technical capacity:**
Information and formalities necessary for evaluating if requirements are met: See the PQQ.
- III.2.4) **Reserved contracts:**
No.
- III.3) **CONDITIONS SPECIFIC TO SERVICES CONTRACTS**
- III.3.1) **Execution of the service is reserved to a particular profession:**
- III.3.2) **Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service:**

SECTION IV: PROCEDURE

- IV.1) **TYPE OF PROCEDURE**
- IV.1.1) **Type of procedure:**
Competitive dialogue.
- IV.1.2) **Limitations on the number of operators who will be invited to tender or to participate:**
Envisaged minimum number: 3. Maximum number: 5
Objective criteria for choosing the limited number of candidates: The Authority intends to invite between 3 to 5 candidates to participate in a dialogue on the basis of the ranking of candidates at the qualification/ PQQ evaluation stage at which the criteria referred to in Part 4 of the Public Contracts Regulations 2006, as amended (implementing articles 45-52 inclusive of Directive 2004/18/EC) will be assessed and marked.
- IV.1.3) **Reduction of the number of operators during the negotiation or dialogue:**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated yes.

IV.2) **AWARD CRITERIA**

IV.2.1) **Award criteria:**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document.

IV.2.2) **An electronic auction will be used:**

No.

IV.3) **ADMINISTRATIVE INFORMATION**

IV.3.1) **File reference number attributed by the contracting authority:**

Not applicable.

IV.3.2) **Previous publication(s) concerning the same contract:**

Prior information notice

Notice number in OJ: 2008-002428 of 17.10.2008.

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

Payable documents: no.

IV.3.4) **Time-limit for receipt of tenders or requests to participate:**

26.3.2009 - 12:00.

IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates:**

IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up:**

English.

Other: Not applicable.

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

IV.3.8) **Conditions for opening tenders:**

SECTION VI: COMPLEMENTARY INFORMATION

VI.1) **THIS IS A RECURRENT PROCUREMENT:**

No.

VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS:**

No.

VI.3) **ADDITIONAL INFORMATION:**

Manchester Primary Care Trust and The Council of the City of Manchester are in the process of establishing a joint venture vehicle for the purposes of this project ('NewCo'). The Trust and Council are conducting this procurement process for themselves, as principal, and also as agent for NewCo, and for the avoidance of doubt they shall together be the Authority for the purpose of this procurement. Any contract(s) awarded may be entered into by and/or for the benefit of any of these bodies. NHS Commissioning Business Service is acting as procurement consultant on this project.

Section II.1.9 : Variant bids may be requested by the Authority within parameters to be set out (if applicable) in the Invitation to Participate in Dialogue documentation.

The Authority will require a unilateral option to extend an initial contract term of three years by up to a further four years.

The Authority expressly reserves the rights:

(i) not to award any contract as a result of the procurement process commenced by publication of this notice;

- (ii) to make whatever changes it may see fit to the content and structure of the tendering competition;
- (iii) to award (a) contract(s) in respect of any part(s) of the services covered by this notice; and
- (iv) to award contract(s) in stages,

And in no circumstances will the Authority or NewCo be liable for any costs incurred by candidates.

Additional information relating to the procurement can be found at www.points4lifeojeu.co.uk.

There will also be a Bidder's Conference on 16.2.2009.

VI.4) **PROCEDURES FOR APPEAL**

VI.4.1) **Body responsible for appeal procedures:**

Body responsible for mediation procedures:

Not applicable..

VI.4.2) **Lodging of appeals:**

Precise information on deadline(s) for lodging appeals: The Authority will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Applicants have two working days from the notification of the award decision to request additional debriefing and that information has to be provided a minimum of three working days before the expiry of the standstill period. Such additional information should be required from the addressee in section I.1.

If an appeal regarding the award of the contract has not been successfully resolved, The Public Contracts Regulations 2006 (SI 2006 No. 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within three months). Where a contract has not been entered into, the Court may order the setting aside of the award decision or order the authority to amend any document and may award damages. If the contract has been entered into the Court may only award damages. The purpose of the standstill period referred to above is to allow parties to apply to the Courts to set aside the award decision before the contract is entered into.

VI.4.3) **Service from which information about the lodging of appeals may be obtained:**

VI.5) **DATE OF DISPATCH OF THIS NOTICE:**

23.1.2009.