



TENDER : PREVENTATIVE SERVICES
Tender Reference No. EMC 001

Shropshire Council currently holds contracts with two providers for significantly sized preventative services which are due to expire on 31st March 2013. The existing services are being retendered and the new contract/s will commence on the 1st April 2013 for 3 years with an option to extend for a further period.

The Council is therefore inviting organisations to express interest in tendering for these services, which seek to enable older people to stay at home and remain independent for as long as possible through the provision of assistance and support (of a non-personal care nature) and to identify and to help older and vulnerable people to become more 'connected' - into their communities; their families; and with people of similar interests – and on their terms to make an active and valued contribution. Older people will be equipped with the knowledge related to ageing well in their own homes and communities so that they can remain independent for longer.

Applications for a tender pack must be in writing or by email quoting the tender reference number above for the attention of [REDACTED] Commissioning and Procurement, Third Floor Shirehall, Abbey Foregate, Shrewsbury SY2 6ND (procurement@shropshire.gov.uk) by **Noon Thursday 13th September 2012** at the latest. Tender packs will be despatched by email after this date and therefore interested providers should submit an email address with their expression of interest.

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



14 September 2012

Tel: (01743) 253909

Fax: (01743) 253910

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

**EMC 001 - PROVISION OF PREVENTATIVE SERVICES
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Form of Contract
3. Tender Response Document
4. Potential TUPE information. Please note that there are two worksheets contained in the spreadsheet attachment for Service 1.
5. Return Label

Tenders should be made on the enclosed Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 19 October 2012**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

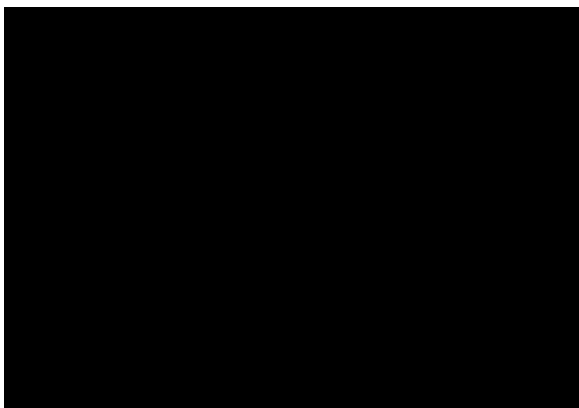
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Yours faithfully



Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

EMC 001
Provision of Preventative
Services

Shropshire Council Instructions for tendering

Contract Description:

Preventative Services to older people and vulnerable people

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a preventative service/preventative services as detailed in the Tender Response Document. The contract/s will be for an initial period of 3 years commencing on the 01.04.13 with the option to extend up to the 31.03.18.
- 1.2** Tenders are to be submitted in accordance with the Form of Contract and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 3.1.2** All documents requiring a signature must be signed;
- a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.6** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.7** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender Response is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions.

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of noon, **19.10.12**. One hard copy and one CD copy of your Tender Response Document must be returned.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable

of acceptance for a period of at least 90 days.

- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006

- 6.1** Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') may apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

- 6.2** Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract are included. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

- 7.1** The Tenderers may be called for interview on 15.11.12 to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 7.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** Any queries arising in relation to this invitation to tender should be raised by email for the attention of [REDACTED] (email: procurement@shropshire.gov.uk) quoting the tender reference and title.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible by email, in any event not later than **12.10.12**.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

- 9.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;

- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 9.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 9.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.
- 10.0 Confidentiality**
- 10.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 10.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 10.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this Invitation to Tender.
- 10.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 10.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - 10.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to Tender to their professional advisors, sub-contractors or to another person provided that:

- 10.5.1** this is done for the sole purpose of enabling an Invitation to Tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

11.0 Freedom of Information

- 11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 11.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 11.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the

commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to Tender or is in breach of clause 15 of the Council's Contract relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement 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 Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will 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. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

- 16.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 01.04.13.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

- 18.1** The Council does not bind himself to accept the lowest or any tender.
- 18.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 18.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 18.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 Declaration

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated

20

BETWEEN

SHROPSHIRE COUNCIL

and

XXXXXXX

FOR
THE PROVISION OF PREVENTATIVE SERVICES

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FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
The Legislation	the Health Services and Public Health Act 1968 (Older People Service) the Community Care Act 1990 (Universal Service)
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Older People	Adults over the age of 65
Payment Review	the review of Payment as detailed in Clause 4
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	the performance indicators relating to this Contract issued by the Council from time to time
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor
Subcontractors	any person(s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract

Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive

WHEREAS

- (A) Service 1 - In the exercise of performing its powers under the Legislation and in accordance with the Secretary of State's approval of arrangements to promote the welfare of Older Persons generally as set out in Circular 19/71 the Council is desirous of making provision within its area for preventative services for Older People ('the Service Users')
- Service 2 – In the exercise of performing its powers under the Legislation the Council is desirous of making provision within its administrative area for a universal preventative service
- (B) This Agreement shall be to provide the Service in accordance with the Service Specification
- (C) The parties have agreed that it is not at this time necessary to satisfy the requirements for registration under the Health and Social Care Act 2008
- (D) This Contract including the Specification shall form the entire Contract between the parties and supersedes any previous agreements or arrangements.

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract.
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clause 10 and 13 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) *In each Financial Year of the Term a maximum of £x (x pounds only) per annum shall be payable by the Council to the Service Provider for the Service.*
- 2(b) Payment will be made **monthly/ quarterly** (to be agreed) upon receipt of a satisfactory invoice to the Service Manager Development – Assessment and Eligibility.

- 2(c) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.

3 VAT

- 3(a) The Payment does not include VAT and if VAT is payable then the Council will pay this in addition to the Payment provided that the Service Provider supplies the Council with an appropriate VAT notice.

4 PAYMENT REVIEW

- 4(a) The Service Provider may request the Council to review the Payment under this Contract on the 1st of April following the first full year of operation of the Service and once in each subsequent year of the Contract provided that such request is submitted to the Council by 1st of March in the previous Financial Year to which the increase will apply.
- 4(b) Following such review the Council may increase the fee payable to the Service Provider which shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing.
- 4(c) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 4(d) An agreed revised Payment submitted in accordance with 4(c) above shall be back-dated to that date.
- 4(e) The Council's decision after the completion of the payment review shall be final.

5 COMPLIANCE

- 5(a) The Council undertakes to:
- (i) make the Payments to the Service Provider in accordance with Clause 2
 - (ii) liaise with the Service Provider regarding the provision of the Service where appropriate
- 5(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- (i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - (ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - (iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
 - (iv) the Council's Multi Agency Adult Protection Policy and Procedures
 - (v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 29 Equalities

- (vi) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - (vii) the Data Protection Act 1998
 - (viii) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act
 - (ix) the principles of Best Value
 - (x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - (xi) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council
- 5(c) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 5(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Extension and Termination).

6 VARIATION

- 6(a) This Contract may only be varied by consent of both of the parties and any such variation must be in writing and signed by an authorised officer from the Service Provider and an appropriately authorised officer of the Council authorised under the Council's Constitution and it must be annexed to this Contract and shall record the date from which the agreed variation shall have effect.
- 6(b) The Service Provider will not enter into any negotiations either directly or indirectly with any Service User or Third Party the effect of which would be to vary or amend the terms of this Contract without the prior written agreement of the Council.

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.

- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council.
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time assessing the financial viability and monitoring the performance of the Service Provider.
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.
- 8(g) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the "statutory auditors of the Council" shall include anybody appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
 - (i) recorded delivery post or
 - (ii) personal delivery.
- 9(c) The Service Provider's address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider's **[Job Title]**.
- 9(d) The Council's address for the purpose of delivery of a Notice is Service Manager Development – Assessment and Eligibility and a separate copy to Contracts Manager both at Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.
- 10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:
- (i) Failure to comply with a Notice to remedy a breach 10(a)
 - (ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - (iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - (iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 ANTI-BRIBERY AND CORRUPTION

- 11(a) The Council may cancel this Contract by way of a written Notice with immediate effect and recover from the Service Provider the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Service Provider or any person employed by the Service Provider or acting on his behalf whether with or without the knowledge of the Service Provider has:
- (i) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Contract or any other contract with the Council; or
 - (ii) favoured or discriminated against any person in relation to this Contract or any other contract with the Council; or
 - (iii) committed an offence in relation to any Agreement with the Council under the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended)

12 INDEMNITY AND INSURANCE

- 12(a) The Service Provider shall be liable for and shall indemnify the Council against any expense liability loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever (which shall be deemed to include the Service User) or damage to any property real or personal arising out of or in the course of the performance or defective performance or otherwise of this Contract by the Service Provider, its employees servants or agents unless due to any act or neglect of the Council or any person for whom the Council is responsible.
- 12(b) Without prejudice to its liability to indemnify the Council as aforesaid the Service Provider shall take out and maintain such insurances as are necessary to cover his aforementioned liabilities to include any third party and passenger liability in respect of all vehicles used in the provision of the Service and Public Liability insurance to a minimum of £5 million for any one event together with compulsory insurance under the Employers' Liability (Compulsory Insurance) Act 1969 (to a minimum of £5 million) and

any other category of insurance which the Council may reasonably require from time to time and shall upon its annual renewal forward to the Council's Contracts Manager copies of schedules confirming the existence of the above minimum requirements including the amount of any deductibles and produce original copies of the relevant policies upon request.

- 12(c) If the Council becomes aware that any of the policies of insurance do not provide cover to comply with the above insurance requirements then without prejudice to any other remedy available the Council may issue a Notice requiring the Service Provider to rectify the position within the time specified in the Notice.

13 EXTENSION AND TERMINATION

- 13(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force from the Commencement Date until the Expiry Date. The Council may in its absolute discretion extend the duration of this Contract by a further period of **two years** commencing from the Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of Clause 6.

- 13(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-

- (i) by either the Council or the Service Provider by giving **6 months'** notice in writing to the other party
- (ii) if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the parties
- (iii) if the Service Provider becomes the subject of a voluntary arrangement under Section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days

- 13(c) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).

- 13(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / claw back of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:

- (i) Fraud or theft from Service Users

- (ii) Neglect of Service Users
- (iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
- (iv) Financial malpractice
- (v) Sexual relationships between Staff and Service Users
- (vi) Racial harassment
- (vii) Loss of registration with Registration Body
- (viii) Under investigation by the Council.

13(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Anti-bribery and Corruption) or 13 (Extension and Termination) above the Council shall:

- (i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
- (ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services
- (iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

13(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 13(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

14 DISPUTES

14(a) If any dispute or difference shall arise between the parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with in the first instance a special meeting of both the parties shall be arranged on 14 days written Notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute.

14(b) If the dispute cannot be resolved in accordance with the preceding clause then either one of the parties may serve the Council's Group Manager for Commissioning and Procurement and the Service Provider's (**Job Title**) with Notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such Notice.

14(c) if the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 14 days of the request of one party to the others in Writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed

for that purpose on the written request of either party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each party will bear its own costs of such referral.

15 ASSIGNMENT AND SUB-CONTRACTING

- 15(a) The Service Provider shall not assign or subcontract any of its obligations under this Contract or any part of it without the prior written consent of the Council which consent the Council shall be absolutely entitled to withhold. If the Council does give consent to subcontract the carrying out of the Service Provider's obligations under this Contract the Council can subsequently withdraw its consent provided that it acts reasonably in doing so and gives reasonable notice. The Service Provider will be required to terminate the subcontract in these circumstances.
- 15(b) In the event that consent is given by the Council it will not relieve the Service Provider of its obligations under this Contract and the Service Provider will remain responsible for the acts, defaults and neglect of any Subcontractor or any employee agent of each Subcontractor as if they were the acts defaults and neglect of the Service Provider. If consent is given to subcontract any part of the Service the Service Provider will ensure that the Subcontractor agrees with the Council that it will carry out the obligations to the standard required of the Service Provider under the terms of this Contract.
- 15(c) The Service Provider must notify the Council if:
- (i) there is a change in the control of the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation
 - (ii) it merges with another organisation
 - (iii) it transfers its engagements to another organisation
 - (iv) it in any way transfers its business to another organisation
 - (v) as a result of any misconduct or mismanagement on the part of the Service Provider a Registration Body directing an inquiry into or making an order of any kind in relation to the Service Providers affairs; or
 - (vi) any registration which the Service Provider must maintain in order to provide any of the Service is withdrawn or cancelled or is threatened to be withdrawn or cancelled
- 15(d) The Council reserves the right to share any information with the Registration Body about the Service Provider or its Staff or Service Users regarding the provision of the Service to investigate and safeguard the well-being of Service Users.
- 15(e) If 20% of the Service Provider's overall workforce is made up of Staff from agencies (or not employed directly by the Service Provider) then this may be considered assignment or subcontracting of the Service Providers obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

16 **FORCE MAJEURE**

- 16(a) Subject to the provisions of clause 16(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 16(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- (i) any charges arising from such delay or failure shall be borne by the party incurring the same
 - (ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination
- 16(c) For the avoidance of doubt “force majeure” shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider’s Subcontractors.

17 **WAIVER**

Failure at any time by either party to enforce any of the provisions hereof shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or the right of the Council to enforce any provision of this Contract in accordance with its terms.

18 **SEVERANCE**

If any of the provisions of this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

19 **STATUTORY DUTIES**

- 19(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service.
- 19(b) The Service Provider their Staff and Subcontractors must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost.

20 LAW

- 20(a) It is the responsibility of the Service Provider to comply with all relevant European and English legislation. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.
- 20(b) Where the Service Provider consists of 2 or more persons all the obligations of the Service Provider shall be deemed to be complied with by such persons jointly and severally and any reference to the masculine gender shall include reference to the female and any reference to the singular shall include referral to the plural.
- 20(c) Any references to an act include reference to any statutory re-enactment or modification thereof.
- 20(d) Where there is a conflict between the provisions of this Contract and any other Contract either between the parties then the provisions of this Contract will prevail at the sole discretion of the Council.

21 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Contract under the Contracts (Rights of Third Parties) Act 1999.

22 REMEDIES CUMULATIVE

Any remedy or right which the Council may exercise in relation to a breach committed by the Service Provider shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available to the Council.

23 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

Nothing in this Contract shall prejudice or affect the Council's right powers duties and obligations to the exercise of its functions as a local authority.

24 CONCLUSION OF CONTRACT

- 24(a) Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an Officer or any person the Council specifies all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract.
- 24(b) Clause 24(a) is subject to the provisions of Clause 30 Confidential Information.

25 SUSTAINABILITY

The Service Provider will at all times use its best endeavours to source all materials used to provide the Service from sustainable and renewable sources.

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

- 26(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 26(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 26(c) The Service Provider shall:
- (i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - (ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - (iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations
- 26(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 26(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 26(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services:
- (i) in certain circumstances without consulting the Service Provider; or
 - (ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 26(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

- 26(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 26(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 26(i) Where the Service Provider is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Service Provider. The Council and the Service Provider acknowledge and agree that:
- (i) as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
 - (ii) they are required by law to consider each and every Request for Information made under FOIA;
 - (iii) that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party
 - (iv) Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
 - a) confirm or deny that information is held by the other party, or
 - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause
 - (v) each party shall bear its own costs of:
 - a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
 - (vi) the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party
 - (vii) the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA

27 TUPE

- 27(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non-compliance by the Service Provider with this Clause 27(a) then:
- (i) the parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
 - (ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council Officer time
- 27(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 (Breach) or 11 (Anti-bribery and Corruption) or 13 (Extension & Termination) of this Contract within 28 days of giving or receiving Notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the purposes of TUPE (the "TUPE Information") which may include but shall not be limited to:-
- (i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Subcontractor employed in the Service.
 - (ii) the terms and conditions of employment of those Staff and
 - (iii) any information relating to those Staff as properly may be required by the Council under this clause.
- 27(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.
- 27(d) Throughout the period specified in paragraph 27(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.
- 27(e) The Service Provider shall if requested by the Council provide the same information relating to Staff or its Subcontractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Subcontractors.
- 27(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Subcontractors and agents in the orderly transfer of any relevant personnel.
- 27(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Council in connection with or as a result

of any claims demands or proceedings of whatever nature by any employee or former Staff of the Service Provider or its Subcontractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.

- 27(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Subcontractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.
- 27(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE
- 27(j) The Service Provider undertakes:
 - (i) if requested to do so by the Council to supply to the Council any and all relevant accurate information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.
 - (ii) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract.
 - (iii) to consult with Staff and trade unions during the whole process of TUPE

28 RESTRICTION ON EMPLOYMENT

- 28(a) Section 21 of the Immigration Asylum and Nationality Act 2006 (“the Act”) provides that an employer commits an offence if he employs a person subject to immigration control who has attained the age of 16, if the employee has not been granted leave to enter, or remain in, the United Kingdom, or if his leave is not valid and subsisting or is subject to a condition precluding him from taking up employment.
- 28(b) The Service Provider warrants that it has fully complied with its obligations under the Act with regard to checks on its Staff being provided under this Contract and in so doing has taken account of the requirements of the Act and of the requirements of the Immigration (Restriction on Employment) Order 2007 “the Order” or in any future statutory re-enactment or modification thereof.
- 28(c) In complying with the requirements of the Act and with the Order the Service Provider confirms that it has not infringed any equal opportunity legislation in particular the Equalities Act 2010 with regard to the appearance or perceived nationality of their Staff.
- 28(d) Notwithstanding the above the Service Provider agrees to indemnify the Council for any expense liability loss claim or proceedings whatever arising due to the Service Provider’s failure to comply with the requirements of the Act and the Order where a court or tribunal may subsequently find in law that the Service Provider’s Staff provided under this Contract is an employee of the Council.

29 EQUALITIES

- 29(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it.
- 29(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

30 CONFIDENTIAL INFORMATION

- 30(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 30(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 30(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 30(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- (i) treat the other Party's Confidential Information as confidential; and
 - (ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent

30(e) Clause 30(d) shall not apply to the extent that:

- (i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
- (ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
- (iii) such information was obtained from a third party without obligation of confidentiality
- (iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement
- (v) it is independently developed without access to the other party's Confidential Information

30(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.

30(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.

30(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 30 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.

30(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 9.4 and 9.5 of Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.

30(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:

- (i) only use the Confidential Information for the purposes of this Contract
- (ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
- (iii) not use the Confidential Information for the solicitation of business from the Council

30(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:

- (i) to any consultant, contractor or other person engaged by the Council
- (ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council

- 30(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 30(m) The provisions of this Clause shall survive the expiration or termination of this Agreement.

31 COUNCIL DATA

- 31(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 31(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 31(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 31(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back-up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 31(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- (i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data.
 - (ii) The system is kept up to date with the latest versions of operating system and anti-virus updates.
 - (iii) Transfer of data to and from the system is conducted in a secure manner.
- 31(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- (i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - (ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council's data.
- 31(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.

- 31(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 31(i) Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 31(h) above shall be borne by the Parties as follows:
- (i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
 - (ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

32 PROTECTION OF PERSONAL DATA

- 32(a) With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 32(b) The Service Provider shall:
- (i) Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Council to the Service Provider during the term of this Contract).
 - (ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body.
 - (iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
 - (iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data.
 - (v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
 - (vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
 - (vii) Ensure that no Service Provider Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council.
 - (viii) Notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation
 - (ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
 - (x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
 - (xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
 - (xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 32(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 32(d) The Service Provider shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

33 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 33(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- (i) to review the integrity, confidentiality and security of the Council Data
 - (ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services

- 33(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 33(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (i) all information requested by the Council within the permitted scope of the audit
 - (ii) reasonable access to any Sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - (iii) access to Service Provider's Staff
- 33(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 33(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 33(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 33(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

34 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise i.e. Pandemic influenza, powers cuts etc. and a copy must be sent to the Council upon request.

35 SAFEGUARDING

- 35(a) The Service Provider must fulfil its commitment to safeguard and promote the welfare of vulnerable adults and shall have the following in place:
- (i) Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents;
 - (ii) A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults.
 - (iii) A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and that roles and accountability for taking action and reporting internally and in accordance with the Council's Multi Agency Adult Protection Policy and Procedure is properly defined and understood by those involved.
 - (iv) Recruitment and human resources management procedures to take account of the need to safeguard and protect vulnerable adults including safe recruitment policies and practices and enhanced Criminal Record Bureau (CRB) checks for all Staff including agency staff students and volunteers

working with vulnerable adults.

- (v) Procedures for instigating the Council's Multi Agency Adult Protection Policy and for dealing with allegations of abuse against members of Staff and volunteers.
- (vi) Arrangements to ensure that all Staff receive supervision and undertake training in respect of safeguarding specifically protection of vulnerable adults training in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults.
- (vii) Policies to safeguard and protect vulnerable adults and procedures that are in accordance with the Council's Multi Agency Protection Policy.
- (viii) Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to protect vulnerable adults including arrangements for sharing information.
- (ix) A culture of listening to and engaging in dialogue with vulnerable adults and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.
- (x) Ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults to be raised. A copy of the Council's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Council's website at www.shropshire.gov.uk.

- 35(b) The Service Provider shall ensure that all policies required by the Council are implemented in respect of the Services.

36 AGREEMENT STATUS AND TRANSPARENCY

- 36(a) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 36(b) Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 36(c) The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 37(a) The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always

consult the relevant codes of practice for further detailed guidance. The Service Provider Manager is the managing authority for the purpose of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).

- 37(b) The Service Provider will comply with the conditions set as a result of DOLS Authorisation being given.

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:

- (i) easy to access and understand
- (ii) speedy – with fixed time limits for action and keeping people informed of progress
- (iii) confidential to protect Staff and the complainant
- (iv) informative – providing information to management so that services can be improved
- (v) fair – with a full procedure for investigations
- (vi) effective – dealing with all points raised and providing suitable remedies
- (vii) regularly monitored and audited – to make sure that it is effective and improved

- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.

- 38(c) whichever complaint system is used the Service Provider shall ensure that:

- (i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
- (ii) the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
- (iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint

- 38(d) Each party shall make its complaints procedure available to the other party on request.

- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.

- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.

- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.

- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.
- 38(i) Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to the appropriate Council's Adults and Carers team by telephone and confirmed in writing as soon as reasonably practical but no later than five Working Days.
- 38(j) Where a complaint is made against a member of Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. The Council's Multi Agency Adult Protection Policies and Procedures should be followed and strictly adhered to in any case of actual or suspected abuse. In all such cases the Service Provider shall notify the Council's Contracts Unit of any complaints and actions taken in individual cases and the nature of the complaint if it is from a Service User.

SCHEDULE (SERVICE 1)

SERVICE SPECIFICATION FOR THE PROVISION OF A SERVICE FOR OLDER PEOPLE

1.0 OBJECTIVES

- 1.1 To provide services that assist Older People, and Older People with dementia/cognitive impairment, to retain their independence and wellbeing for as long as possible and prevent their need for care services. To support them at home the Service Provider will endeavour to:
- 1.1.1 promote opportunities for participation in community activities (social inclusion), and contribute to the mental, physical, emotional and social wellbeing of Service Users.
 - 1.1.2 seek to delay deterioration in the quality of life of Older People.
 - 1.1.3 make the most effective use of the various other range of services designed to support independence which may be available.
- 1.2 The Service Provider will ensure that Service Users receive the Services as assessed by the Service Provider at the frequency and at the times / days agreed between the Service Provider and the individual Service User.

2.0 ASSESSMENT CRITERIA

The Service Provider shall operate assessment criteria and this shall be set out in a policy document "the Assessment Criteria".

3.0 ACCESS TO THE SERVICE

- 3.1 The Service Provider shall not provide or shall cease to provide the Service or any component part of the Service to any potential or particular Service User if that person does not comply with or no longer complies with the Assessment Criteria.
- 3.2 If in the reasonable opinion of the Council a Service User does not comply with or no longer complies with the Assessment Criteria then the Council may notify the Service Provider in writing and the Service Provider shall forthwith cease to provide the Service or the relevant component part or parts of the Service to that particular Service User as the Council shall specify in the aforesaid notice except where such notice is disputed by the Service Provider and in such circumstances the Service shall continue to be provided at the sole discretion of the Service Provider pending agreement between the Service Provider and the Council or resolution of the dispute pursuant to clause 14 of this Contract.
- 3.3 For the purposes of clarity nothing in this Contract shall require the Service Provider to seek the consent of the Council to any application for the Service.

4.0 RIGHTS OF SERVICE USERS

The Service Provider shall ensure that Service Users:

- 4.1 are treated as individuals with unique needs
- 4.2 are encouraged to exercise personal independence and choice
- 4.3 have their personal dignity respected
- 4.4 have their cultural social religious and emotional needs respected
- 4.5 have access to all personal information held by the Service Provider
- 4.6 participate in formulating their own assessment of needs
- 4.7 participate in any reviews or re-assessment of their needs
- 4.8 receive a non-discriminatory service
- 4.9 have access to a formal complaints procedure
- 4.10 maintain their entitlements associated with citizenship
- 4.11 have the right to be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service and to comment on the Service by means of an independent representative if necessary without fear of reprisal.

5.0 OUTPUTS

- 5.1 **Component parts of the Service and activities will be agreed with the successful provider on the basis of their tender** but are expected to include practical assistance including general household and clerical tasks, transport and arrangement of other services which would be at the expense of the Service User.

- 5.2 The Service will include benefits advice (only by Staff trained to give such advice) or referral to an appropriate agency to provide benefits advice or point to self-help via the internet where possible.
- 5.3 The Service Provider will support the Service User to remain connected to their local communities through for example befriending, telephone contact and the promotion and where appropriate demonstration of assistive and other technology.
- 5.4 The provision of Services **excludes**:
- 5.4.1 Those tasks which include nursing and personal care for example:
- administration of medication
 - changing dressings
 - tasks involving the lifting and moving of people
 - bathing
 - dressing
 - assistance with using the toilet
 - catheter care/ peg feeding
- 5.4.2 Some household and repair and maintenance tasks specifically the cleaning of all external windows, glazing, carpentry, painting and decorating, gas and electrical installation. However the Service Provider may refer to other appropriate agencies as required.
- 5.5 So far as is reasonably practical the Service will be available 52 weeks per year.
- 5.6 The Service Provider will promote increased awareness of the Service.
- 5.7 A half yearly report will be submitted by the Service Provider in April and October for each year of the Contract on the previous half year of the service which shall detail:
- Hours provided
 - Number of Service Users
 - Number of Staff
 - Referrals
 - Information on Service Users leaving the Service
 - Benefits take up
 - Liaison with third parties who provide similar services
 - Any other information relevant to the added value aspects of the service to be agreed with the successful Service Provider

6.0 OUTCOMES

- 6.1 It is envisaged that the provision of the Service will result in a medium to long term benefit for the majority of Service Users.
- 6.2 The outcomes expected of the Service for the majority of Service Users are:
 - 6.2.1 That Older People within the geographical area of the administrative area of the Council are enabled to access the Service.
 - 6.2.2 That Older People will have opportunities for social inclusion, networking and volunteering that are appropriate to their individual circumstances.
 - 6.2.3 That the quality of life of Service Users is maintained or improved.
 - 6.2.4 That appropriate identification and liaison with any third parties providing services which are the same, similar or complementary to the Service is undertaken.
 - 6.2.5 That the emotional and mental health and wellbeing of Older People is improved.
 - 6.2.6 That Older People will be enabled to live independently for longer in their own homes without the need to receive higher level domiciliary care or be admitted to residential care.
 - 6.2.7 That Service Users are able to exercise choice in how they engage with the Service.

SCHEDULE (SERVICE 2)

SERVICE SPECIFICATION FOR A UNIVERSAL PREVENTATIVE SERVICE TO SUPPORT PEOPLE TO LIVE INDEPENDENTLY IN THEIR LOCAL COMMUNITIES

1.0 DESCRIPTION OF SERVICE

- 1.1 The Service will promote people's independence and well being by enabling them to stay active and connected in the communities in which they live.
- 1.2 The primary aim of the prevention model is to:
 - 1.2.1 Promote independence and put the individual in control
 - 1.2.2 Prevent or delay the deterioration of well being
 - 1.2.3 Delay the need for more costly intensive services
 - 1.2.4 Promote effective, appropriate and cost effective solutions in response to the needs of an individual and defined communities
 - 1.2.5 Address the needs of the individual and ensure they have access to correct information, advice and advocacy to allow the individual and family carers to make good decisions about the support they need
- 1.3 The purpose of the Service is to assist adults including older people, people with mental health problems, physical or learning disabilities, autism and adult carers to:

- 1.3.1 Reduce the likelihood of deterioration of health and living conditions brought upon as a result of increased need for support
- 1.3.2 Allow choice, dignity and the opportunity for people to generate their own social resources and where appropriate their own economic resources in order to meet their needs
- 1.3.3 Provide choice in how the individuals needs are met and able to access universal services such as transport, leisure, education, housing, health and opportunities for employment regardless of age or disability
- 1.3.4 Identify opportunities and initiatives for the development of Preventative Services for example new or additional types of exercise for older people or other innovative activities that will improve health, well-being and quality of life
- 1.3.5 Commit to and be involved with the developing Community Hubs

2.0 OBJECTIVES AND OUTCOMES OF THE SERVICE

2.1 The Service aims to meet the following objectives leading to:

- 2.1.1 A champion of preventative services
- 2.1.2 Better interagency links and the development of joint working with a range of organisations which will continue to develop and be built upon
- 2.1.3 Development of a supportive framework that promotes community, statutory and private involvement in preventative work
- 2.1.4 Initiatives to reduce social exclusion
- 2.1.5 Provision and access to appropriate activities which are beneficial to health
- 2.1.6 Continuing development of partnerships, collaboration and co-production to ensure the most effective way of targeting resources and avoiding duplication
- 2.1.7 Build on current work to explore and strengthen capability to respond and work on the production of interagency culture of prevention with the following key elements and stakeholders:
 - The Primary Care Trust
 - The Clinical Commissioning Group
 - GP practices
 - Social work teams
 - Housing departments and associations
 - Home improvement agency
 - Health promotion teams
 - Religious groups
 - Transport initiatives

- Voluntary sector support groups
- Town and parish councils
- Health visitors
- Schools
- Community development workers
- County carer co-ordinators
- Chiropody services
- Trading standards
- Local community safety partnerships
- Local funders
- Police
- Fire service

2.2 The Service will be innovative and demonstrate improved long term sustainability with realistic and comprehensive business plans and fundraising strategies to maximise income from existing resources.

3.0 SERVICE OUTPUTS

The component parts of the Service and activities will be agreed with the successful provider on the basis of their tender.

3.1 The Service Provider will:

- 3.1.1 Establish an annual work programme for three years from the commencement of this Contract.
- 3.1.2 Prepare a report for the Annual Review of the services including the data requested in paragraphs 3.1.3 and 3.1.4 and any 'quality of life' data available to support the value of the Services.
- 3.1.3 Provide data to the Council both qualitative and quantitative to inform the Council's performance indicators and general requirements.
- 3.1.4 Provide information and self-monitoring evidence as requested by the Council in order to meet general monitoring requirements such as Best Value and in accordance with changing local and statutory requirements.
- 3.1.5 implement, highlight and evidence good models of practice on a range of issues including quality assurance and service models which could be promoted and shared.

SCHEDULE 2 SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The parties will seek to provide a Service that:
- 1.1.1 encourages the rights of Service Users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes
 - 1.1.4 ensures that the privacy and individuality of all Service Users is respected
 - 1.1.5 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in the Service Users support
 - 1.1.6 fosters independence and enables Service Users to reach their full potential
 - 1.1.7 is committed to safeguarding and protecting Service Users when they are vulnerable
- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service.
- 1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Registration Body if appropriate.

2.0 INFORMATION FOR SERVICE USERS

- 2.1 The Service Provider will produce information detailing the Service its philosophy and operation and ensure that it is available to all Service Users the Council and relevant agencies. The document must include information on how a Service Users can make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached.

3.0 POLICIES, PROCEDURES AND GUIDANCE

- 3.1 As a minimum all Staff must receive written and verbal guidance during induction on:
- Smoking Policy
 - Disciplinary and Grievance Policy
 - Customer Care Policy

- Volunteers Policy
 - Equal Opportunities Policy
 - Health and Safety Policy
 - Lone Working Policy
 - Lifting/Moving and Handling Policy
 - Food Safety Policy
 - Financial policy
 - Confidentiality policy
 - Procedures to be followed by Staff in the event of emergency situations including:
 - Service User found deceased
 - Service User found injured/on floor/ in distress
 - medical emergencies
 - Whistleblowing procedures
 - Protection of vulnerable adults in accordance with the Multi-Agency Adult Protection Policy
 - Code of Conduct
- 3.2 Staff must sign to confirm that they have read and understood all the above policies and procedures.

4.0 STAFFING

Recruitment and Selection

- 4.1 From the Commencement Date the Service Provider will ensure that all new Staff used to provide the Service are recruited in accordance with the staff recruitment and selection requirements as detailed below.
- 4.2 The Service Provider must inform Staff that the Council reserves the right to view their Staff records.
- 4.3 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.
- 4.4 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed

- by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 4.5 The Service Provider shall provide a means of identification to its entire Staff and shall require them to produce such identification on request.
- 4.6 The Service Provider will ensure that:
- 4.6.1 There is a clear written job description and employee specification for all Staff.
 - 4.6.2 Job applications are in writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 4.6.4 References are received and checked before employment commences, including the authenticity of the reference.
 - 4.6.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
 - 4.6.6 Contract Clause 35 (Safeguarding) is strictly adhered to.
 - 4.6.7 The identity of all Staff is verified prior to employment using an official document.
 - 4.6.8 The authenticity of qualifications prior to employment is checked.
 - 4.6.9 Staff are provided with information about their conditions of employment, disciplinary, grievance procedures and Whistleblowing policies
 - 4.6.10 All Staff make a written undertaking in respect of confidentiality.
- 4.7 In the event of any agency Staff being used the Service Provider must ensure that it can evidence that Safeguarding procedures set out in Contract Clause 35 have been adhered to.
- 4.8 All new Staff must be appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the induction programme. This provision must also apply to internal transfers.
- 4.9 Where any concerns have been raised about a potential member of Staff by a referee or through the CRB check and the person is nevertheless deemed to be suitable for employment appropriate and sufficient monitoring must be undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 4.10 Should a member of Staff be dismissed for abuse of a vulnerable adult prior to the abuse being referred to the Council in accordance with the Multi Agency Adult Protection Policy the Council's Contracts Manager should be informed of the name of that member of Staff and the reason for dismissal and a referral must be made to the

Council in accordance with the Multi Agency Adult Protection Policy. Where an adult protection investigation is on-going the Service Provider shall continue with disciplinary proceedings of any members of Staff in accordance with the Council's procedure outlined in the Multi Agency Adult Protection Policy even if they resign or are dismissed from their post with the Service Provider and shall refer them to the Independent Safeguarding Authority (ISA) for inclusion on the barred list if the criteria for the referral has been met. The Service Provider shall also ensure that it notifies the Council's Adult Protection Team in Writing of the outcome of any referral to ISA.

Qualifications and Experience

- 4.11 It is essential that all Staff recruited to the Service meet the requirements of any relevant legislation.
- 4.12 The Service Provider's manager should provide evidence of the effective systems in place to manage Staff and systems effectively and to establish positive relationships with other professionals.

Induction and Training

- 4.13 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include:
 - 4.13.1 A programme introducing Staff to the Service Provider's organisation its policies procedures and standards
 - 4.13.2 An introduction to the principles, nature and quality standards of the service as outlined in the this specification
 - 4.13.3 Confidentiality and security of Service User information and access to information
 - 4.13.4 Health and safety training (to cover lifting policy)
 - 4.13.5 Adult protection in accordance with the Council's Multi-Agency Adult Protection Policy
 - 4.13.6 Equal opportunities
 - 4.13.7 The way in which the Service Users and their families and / or carers should be treated.
- 4.14 The Service Provider will ensure that all Staff used to provide the Service will receive their induction within 12 weeks of starting work with the Service Provider.

Supervision

- 4.15 The Service Provider will ensure that appropriately regular supervision takes place between all Staff and their line manager and written records kept on the content and outcome of each meeting and the Council has the right to view these on request.

Use of cars to deliver the Service

- 4.16 Staff using their cars to deliver the Service must ensure that they comply with all road traffic regulation and have appropriate business class insurance; a copy of the insurance certificate will be kept on the Staff members file and will be available for inspection.
- 4.17 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and must have a current MOT certificate if over 3 years old. Any concerns about roadworthiness and safety reported to the Service Provider's manager.
- 4.18 Any Staff used by the Service Provider to transport Service Users must:-
- Declare any driving convictions
 - Be authorised by the Service Provider
 - Hold a current driving licence appropriate for the vehicle driven.

5.0 RISK MANAGEMENT AND HEALTH & SAFETY

- 5.1 The Service Provider will have a risk management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User. The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on Staff.
- 5.2 The Service Provider will ensure that:
- 5.2.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors
- 5.2.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents. Where there are four or less employees the Service Provider will have a statement which will be issued by the Council and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council
- 5.2.3 it undertakes a risk assessment in respect of each Service User at least annually or other such frequency as shall be agreed
- 5.3 Records of all Health & Safety training, including refresher training must be kept and held locally.

- 5.4 The Service Provider must have a policy and procedure for dealing with violence, aggression and the use of restraint physical intervention in accordance with MAPA (Management of Actual and Potential Aggression).
- 5.6 All accidents, incidents and violent 'near misses' involving Staff and Service Users must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an accident book.

6.0 QUALITY ASSURANCE

- 6.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Council Officers will observe appropriate levels of Confidentiality at all times.
- 6.2 The Service Provider must have documented systems which enable it to:
 - 6.2.1 check on whether it is delivering the Service in accordance with the terms of this Contract and
 - 6.2.2 check whether it is doing this efficiently and effectively
 - 6.2.3 check on whether Staff are provided safe systems of work
 - 6.2.4 check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and satisfaction
 - 6.2.5 check to ensure that all records are up to date
 - 6.2.6 check whether in the view of Service Users' family / carers the Council and other relevant agencies the quality of the Service can be improved
 - 6.2.7 provide information to the Council evidencing that the systems are in place and being used where requested

7.0 MONITORING

- 7.1 Officers of the Council may seek to monitor this Contract by:
 - 7.1.1 visiting the premises where the Service is provided to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety
 - 7.1.2 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the premises where the Service is provided

7.2 The Service Provider will:

- 7.2.1 allow Officers of the Council access to the premises where the Service is provided (upon the production by Council Officers of an identity badge) to carry out a monitoring visit
- 7.2.2 give assistance to Council Officers and prompt access to any file information or record it holds in respect of Service Users or the provision of Service to the Service Users as required by this Contract
- 7.2.3 access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)
- 7.2.4 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
- 7.2.5 supplying to the Council upon request the names of Service Users who utilise the Service and/or any contact details the Service Provider holds for next of kin or family / friends of the Service User for the purpose of contacting them to ascertain their views of the Service provided
- 7.2.7 meet reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider, the reliability of service provision throughout the Contract period, consistency and standards, the Service User's and/or their representative's views of the Service.

7.3 The Service Provider will ensure that it obtains any necessary consent from Staff and/or Service Users to allow the Council access to files to monitor the provision of the Service.

8.0 ADMINISTRATION

- 8.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Central Government Departments' requirements or as required for Performance Indicators.
- 8.2 Data provided to the Council must be accurate and robust and the Service Provider will take all necessary steps to ensure the quality and integrity of data supplied.

9.0 CONFIDENTIAL INFORMATION AND RECORD KEEPING

- 9.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 9.2 The following information must be recorded in respect of each Service User:
 - 9.2.1 name, address, date of birth (and a recent photograph)
 - 9.2.2 gender, ethnic origin, spiritual preference and significant, relevant items of personal/medical history and critical incidents
 - 9.2.3 next of kin - name, address and telephone number
 - 9.2.4 GP - name, address and telephone number
 - 9.2.7 current risk assessment
- 9.3 A register of Staff must be maintained which should include the following information
 - 9.3.1 name, address and telephone number
 - 9.3.2 position held (including the date started) and hours worked
 - 9.3.3 next of kin - name, address and telephone number
 - 9.3.4 GP - name, address and telephone number
 - 9.3.5 Date of issue of identification and retrieval if appropriate
 - 9.3.6 Recruitment details including references, evidence of CRB disclosure and interview
 - 9.3.7 Induction and training records
 - 9.3.8 Copies of identification, training certificates and qualifications
- 9.4 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 9.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 9.5.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and must be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this
 - 9.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be

given with the third party's permission

- 9.5.3 when the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible
- 9.5.4 Staff sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
- 9.5.5 it has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly reviewed
- 9.5.6 Staff induction contains training on confidentiality procedures. Staff files must evidence the date and nature of the induction on confidentiality that was given to new Staff
- 9.5.7 confidentiality and security training needs are assessed on an on-going basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 9.5.8 Staff contracts explicitly mention confidentiality and disclosure issues.
- 9.5.9 the flows of Service User information are reviewed
- 9.5.10 information collections have a named owner (member of Staff) who is responsible for protecting access
- 9.5.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it
- 9.5.12 protocols governing the sharing of Service User information with other organisations is agreed and understood
- 9.5.13 a named individual is appointed who will have responsibility for data security
- 9.5.14 it has a programme to review typical risks regarding Service Users' identifiable information
- 9.5.15 incidents involving security breaches are anticipated and dealt with appropriately
- 9.5.16 security issues are monitored and reported
- 9.5.17 passwords are used to safeguard information held on computer regarding the Service

9.5.18 only authorised persons have access to information and only if they need it to carry out their roles

9.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

10.0 FINANCIAL TRANSACTIONS

The Service Provider must ensure that any part of the Service involving financial transactions is completed in accordance with the following:

- 10.1 Staff should not accept any money as payment or accept payment in kind for any tasks as part of the Service unless authorised by the Service Provider.
- 10.2 Staff should not accept any gifts from any Service Users other than gifts up to an aggregate value of not more than £10 in any calendar year from each Service User which gifts must be notified to the Service Provider's manager.
- 10.3 If a Service User or Service Users relative indicates that a Staff is a beneficiary in a will it should be declared to the Service Provider's manager.
- 10.4 Under no circumstances should a Staff or a member of their family assist in drawing up a will for a Service User.
- 10.5 Under no circumstances must money be accepted or borrowed from Service Users save as required or allowed elsewhere by this Contract.
- 10.6 Under no circumstances must money be lent to Service Users. If Staff have concerns over a Service User's apparent lack of money it should be referred to the Service Provider.
- 10.7 Under no circumstances should Staff purchase or sell goods from catalogues belonging to Service Users, nor sell goods to Service Users from a catalogue.
- 10.8 Under no circumstances should Staff become involved with or undertake any business transactions with Service Users involving goods, possessions or money unless this has been specifically authorised by the Service Provider.
- 10.9 When dealing with a Service User's pension / benefits or shopping, receipts must be obtained and given to the Service User. Under no circumstances must Staff have access to any Service User's pin card number.
- 10.10 Pensions and / or benefits should be counted out to the Service User.
- 10.11 Duplicate receipt books must be used for all financial transactions which detail:-
 - 10.11.1 the amount of money provided by a Service User to Staff.
 - 10.11.2 the purpose of providing the money e.g. shopping.
 - 10.11.3 purchases/expenditure supported by receipt.
 - 10.11.4 any change to be returned to the Service User.

- 10.12 Lottery, pools, betting or other gambling transactions may only be carried out by Staff in line with the procedure determined by the Service Provider.

11.0 WORKING PRACTICES

- 11.1 The Service Provider must instruct Staff that they must not carry out paid or unpaid tasks that have not been sanctioned by the Service Provider's manager either within their rostered hours or within their own time with any Service Users receiving the Service from the Service Provider. Where a need for additional tasks is identified by Staff or requested by a Service User this information must be passed back to the Service Provider's manager for approval.
- 11.2 Managers and Staff must establish how the Service User wishes to be addressed and ensure that this is adhered to.
- 11.3 Staff must establish how the Service User prefers tasks to be carried out and follow those wishes as far as possible. Where there is difficulty in doing so the problem should be discussed with the Service User.
- 11.4 The Service Provider should ensure that Staff clearly understand that they should never be accompanied by any unauthorised person when attending a Service User's home.
- 11.5 Staff must carry identification at all times.
- 11.6 Staff must adopt a non smoking policy in a Service User's home and during transport provision.



Tender Response Document

EMC001 PROVISION OF PREVENTATIVE SERVICES

Name of TENDERING
ORGANISATION
(please insert)

Age UK Shropshire Telford & Wrekin

Shropshire Council Tender Response Document

Contract Description:

The provision of preventative services to older and vulnerable people

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact [REDACTED] via email quoting the contract reference and title to procurement@shropshire.gov.uk.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed:
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References and Ability to provide a service in the geographical area from the commencement of contract.
Section G / Q 1	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit section

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

The Council wishes to operate two services as described in the Form of Contract Schedules 1 and 2. Tenderers should refer to these Schedules and should complete either the questions in Tender Response 1 or Tender Response 2 under Section H at the end of this document. Tenderers should complete questions in both Tender Responses if tendering for both services.

Each service will need to be delivered on a County wide basis.

The available budget for these services is as follows:

1. Service 1 - A preventative service to older people in their own homes - £543,000 per annum for the delivery of the proposed service
2. Service 2 – A universal preventative service to support people to live independently in their local communities - £84,000 per annum for the delivery of the proposed service.

The Council reserves the right to redistribute a small amount funding between these services prior to award of contract but after negotiation with the preferred provider/s if it is felt necessary to do so.

The contracts for both services will be for an initial three years from 01.04.13 with a possibility to extend for a further two years.

Tenders will also be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. Shortlisted tenderers may be invited to meet with officers of the Council on 15th November 2012 to present their tenders in more detail and clarify any questions relating to their tender. The following award criteria shows how each criteria is to be weighted.

Preventative Service 1 - A preventative service to older people in their own homes

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Section H / Q 1.1	Maximisation of activities and the range of services within the envelope of funding	40% / 40 max marks
Section H / Q 1.2	Innovative proposals to support older people to remain in their own homes using a variety of strategies	20% / 20 max marks
Section H / Q 1.3	Ability to deliver a high standard provision of service to older people	10%/ 10 max marks
Section H / Q 1.4	Ability to maximise funding from other funding streams	10%/ 10 max marks
Section H / Q 1.5	Ability to network and develop networks across the administrative area of Shropshire Council	10%/ 10 max marks
Section H / Q 1.6	Development of staff skills base	10%/ 10 max marks
Total		100% / 100 max marks

Preventative Service 2 - A universal preventative service to support people to live independently in their local communities

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Section H / Q 2.1	Maximisation of activities and range of services within the envelope of funding	30% / 30 max marks
Section H / Q 2.2	Innovative proposals to support older people to remain in their own homes using a variety of strategies	30% / 30 max marks
Section H / Q 2.3	Ability to maximise funding from other funding streams	10% / 10 max marks
Section H / Q 2.4	Ability to network and develop networks across the administrative area of Shropshire Council	10% / 10 max marks
Section H / Q 2.5	Ability to develop a self-sustaining service	10% / 10 max marks
Section H / Q 2.6	Development of staff skills base	10% / 10 max marks
Total		100% / 100 max marks

Quality Questions/ Scoring Scheme

Questions within the sections shown above will be scored using the following scoring scheme. Each answer will be given a mark between 0 and 10 (or multiples of 10 where applicable; for example if the section has 30 marks available the scoring will be multiplied by 3) with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of a Preventative Service

We confirm that this, our tender, represents an offer to Shropshire Council for Service 1 (delete Service 1 or Service 2 if you are only applying for one of the two services) that if accepted in whole, or in part, will create a binding contract for the supply/provision of a Preventative Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions contained in the Form of Contract, copies of which we have received.

Signed .

Name

Date

Designation

Company Age Concern Shropshire Telford & Wrekin

Address: 3 Mardol Gardens,
Shrewsbury,
Shropshire.

Post Code SY1 1PR

Tel No 01743 233 123

Fax No 01743 248848

E-mail address

Web address ...www.ageukshropshireandtelford.org.uk.....

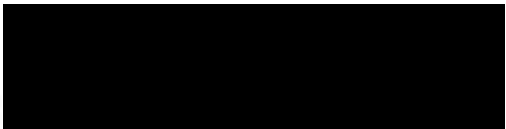
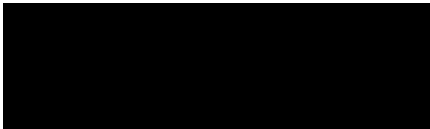
Section A:
2. Non-Canvassing Certificate

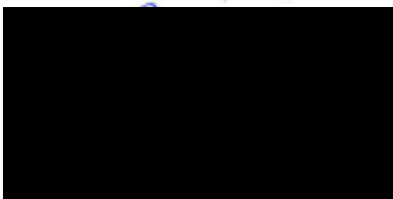

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

We hereby certify that We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf will do any such act.

Signed (1)  Status 

Signed (2)  Status 

(For and on behalf of Age Concern Shropshire Telford & Wrekin)

Date 17th October 2012

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

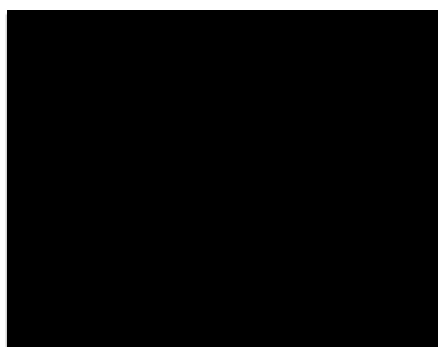
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

We certify that this is a bona fide Tender, intended to be competitive and that We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

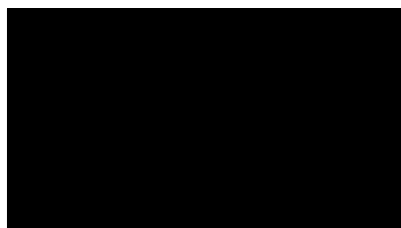
We also certify that We have not done and undertake that We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement 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 Services any act or omission.

Signed (1)



Status



Signed (2)

Status

(For and on behalf of Age Concern Shropshire Telford & Wrekin)

Date 17th October 2012.

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

personal info

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No

If yes, please give details:

Name	Relationship
	There are no known relationships but it is possible that a Shropshire Council Employee could be related to a Service User of Help @ Home

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)		Status	
Signed (2)		Status	
(For and on behalf of Age Concern Shropshire Telford & Wrekin)			
Date 17th October 2012			

Section B:

Applicant Organisation Details

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Age Concern Shropshire Telford & Wrekin</p> <p>Please note that, in line with the national charity, we have adopted the trading name of Age UK Shropshire Telford & Wrekin from April 2011. Our legal registered company and charity name remains unchanged as above. In this document we have referred to Age Concern where there is a legal requirement to sign and to Age UK when referring to the operational provision of the service.</p> <p>Address: 3 Mardol Gardens, Shrewsbury, Shropshire.</p> <p>Postcode: SY1 1PR</p> <p>Tel: 01743 233 123</p> <p>Email: [REDACTED]</p>	
	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode: SY1 1PR</p> <p>Company registration number: [REDACTED]</p> <p>Charity registration number: [REDACTED]</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: Heather Osborne</p> <p>Job title: Chief Executive</p> <p>Correspondence Address: 3 Mardol Gardens, Shrewsbury, Shropshire.</p> <p>Postcode: SY1 1PR</p> <p>Tel: 01743 233 123</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	

(c)	Private Limited Company	
(d)	Public Limited Company	✓
(e)	Charity/Social enterprise	✓
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>N/A</p>

2.	Company History/Background	
2.1	Date Company established: Age Concern Shropshire Telford & Wrekin Company Ltd by Guarantee was established on 24/09/01 Age Concern Shropshire Telford & Wrekin local Charity was established on 11/11/50. Charity No: 1090445	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: N/A Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been operating? <div style="text-align: right;">■■■ years</div>	
2.5	Total number of employees: <div style="text-align: right;">■■■ employees</div>	
2.6	Total number of employees engaged solely in the provision of preventative services <div style="text-align: right;">■■■</div>	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company XXXXXXXXXX</p> <p>Date policy taken out XX/XX/XX</p> <p>Expiry date of the policy XX/XX/XX</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>...NONE.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company XXXXXXXXXX</p> <p>Date policy taken out XX/XX/XX</p> <p>Expiry date of the policy XX/XX/XX</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>.....</p>	
1.3	Please enclose photocopies of the relevant pages of your schedule of insurance or a letter from your insurers duly signed as authentic copies of the originals to demonstrate 1.1 and 1.2 above	Enclosed <u>Appendix 1</u>

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2009/10</td> <td></td> <td></td> <td>YES Appendix 2</td> </tr> <tr> <td>2010/11</td> <td></td> <td></td> <td>YES Appendix 3</td> </tr> <tr> <td>2011/12</td> <td></td> <td></td> <td>YES Appendix 4</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10			YES Appendix 2	2010/11			YES Appendix 3	2011/12			YES Appendix 4
<u>Company</u>			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2009/10			YES Appendix 2																		
2010/11			YES Appendix 3																		
2011/12			YES Appendix 4																		

Section D: **Outstanding Claims and Contract Terminations**

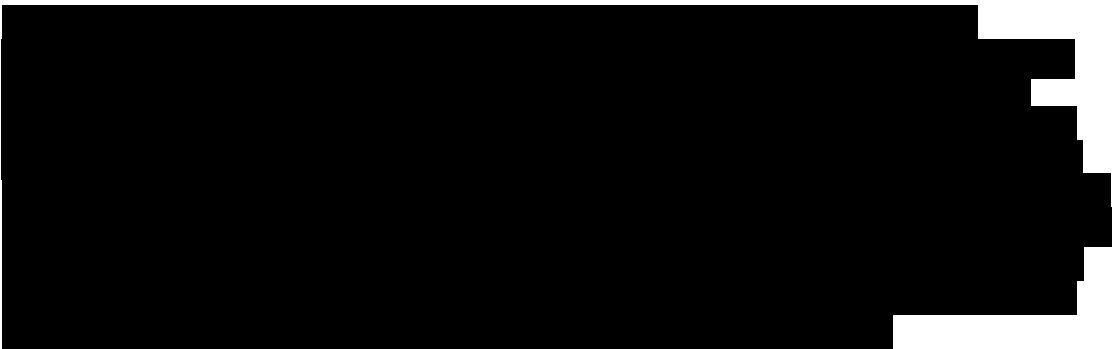


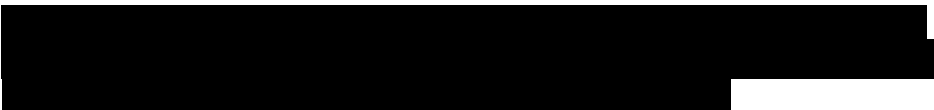


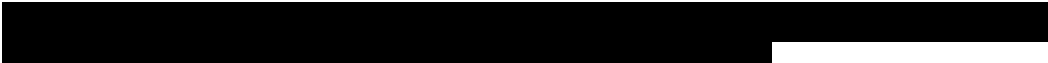




1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details. N/A	
2.	Contract Terminations/Deductions	
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>NONE</p>	
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>NONE</p>	

Section E: **Health & Safety and Equal Opportunities**

1.	Health & Safety at Work
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p>

	<p>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</p> <p>Health and Safety Executive's website: http://www.hse.gov.uk/</p> <p>Looking after your Business: http://www.hse.gov.uk/business/</p> <p>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="checked" type="checkbox"/></p> <p>We have an up to date health & safety policy which is reviewed on a regular basis. It is agreed and monitored by the Resources & Development Committee.</p> <p>Copy in Appendix 5</p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: N/A</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p>N/A</p>	

[illegible]

								
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES						
1.11	Does your company have a recognised health & safety management system? Please give details below:   	YES						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" data-bbox="432 1720 1115 1912"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </tbody> </table> 		Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <div style="background-color: black; width: 100%; height: 60px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 120px;"></div>	YES
1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are. N/A	
1.16	If YES to 1.14 how do you ensure they are competent? N/A	
1.17	<p>Where do you get your competent health and safety advice?</p> <div style="background-color: black; width: 100%; height: 100px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <p>See Appendix 18</p>	

<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
<p>2.1</p>	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010</p>	<p>Enclosed YES</p> <p>Appendix 19</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; Advance equality of opportunity between those who share protected characteristics and those who do not; Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both Service Users and employees as part of your operations?</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	N/A

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	N/A
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="checked" type="checkbox"/></p> <p>See Appendix 19 & Appendix 22</p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

	<div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <p>See Appendix 24</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed N/A</p>	YES/NO

Section F:

Contract Experience, References and Ability to Provide the Service from Commencement of Contract

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address & email address where known	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] ⁴
2	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]		[REDACTED]
3	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] ⁹		[REDACTED]
4	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]		[REDACTED]
5	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]		[REDACTED]

commercial info

6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED] 2	[REDACTED]	[REDACTED]

2.	
2.1	<p data-bbox="264 208 1385 409">Please set out below why you feel your organisation is well placed to undertake this service/these services. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for this service, as well as demonstrating your current ability or proposed future ability from commencement of contract to deliver the service specifically in the administrative area of Shropshire.</p> <div data-bbox="264 477 1390 752"></div> <div data-bbox="264 779 1394 1122"></div> <div data-bbox="264 1149 1374 1391"></div> <div data-bbox="264 1417 1331 1525"></div> <div data-bbox="264 1552 1386 1760"></div> <div data-bbox="264 1787 1377 2036"></div>

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	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

[illegible]

Section G: **Accreditations and Skills Level**

1.	Accreditations														
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p> <table border="1"> <thead> <tr> <th>Name of Awarding Organisation/Body</th><th>Level of Accreditation</th><th>Date Achieved</th><th>Date of Expiry/Renewal</th></tr> </thead> <tbody> <tr> <td>None relevant to this contract</td><td></td><td></td><td></td></tr> </tbody> </table>					Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal	None relevant to this contract					
Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal												
None relevant to this contract															
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed NO											
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates for example relevant ISO equivalent or EU Equivalent.</p> <table border="1"> <thead> <tr> <th>Name of Awarding Organisation/Body</th><th>Registration Number</th><th>Name of Quality Assurance System</th><th>Date Achieved</th><th>Date of Expiry/Renewal</th></tr> </thead> <tbody> <tr> <td>[REDACTED]</td><td>[REDACTED] 1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>					Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal	[REDACTED]	[REDACTED] 1	[REDACTED]	[REDACTED]	[REDACTED]
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal											
[REDACTED]	[REDACTED] 1	[REDACTED]	[REDACTED]	[REDACTED]											
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES Appendix 27											

Section H:
Tender Schedule

Service 1- A preventative service to older people in their own homes

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

1.	Tender Specification Response 1
1.1	<p>Please detail your proposals for the levels and range of activity for the service for the contracted price and any additional value/social value your organisation will bring to the contract.</p> <div style="background-color: black; width: 100%; height: 100%; min-height: 500px;"></div>

[illegible]

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1.2a	<div>Please detail any proposals which you consider innovative which will support older people to remain in their own homes using a variety of strategies.</div> <div></div> <div></div> <div></div> <div></div>

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	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>(This question is weighted 10% and worth 10 marks)</div>
1.3	<div>Please state how you propose to ensure and assess quality with examples and case studies where appropriate.</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

[illegible]

	<div data-bbox="328 147 1021 185" style="background-color: black; height: 17px; width: 434px;"></div> <div data-bbox="280 215 1386 421" style="background-color: black; height: 92px; width: 693px;"></div> <div data-bbox="280 450 1374 521" style="background-color: black; height: 32px; width: 685px;"></div> <div data-bbox="280 551 1383 723" style="background-color: black; height: 77px; width: 691px;"></div> <div data-bbox="280 752 1394 992" style="background-color: black; height: 107px; width: 698px;"></div> <div data-bbox="280 1021 1331 1093" style="background-color: black; height: 32px; width: 658px;"></div> <div data-bbox="280 1122 1391 1294" style="background-color: black; height: 77px; width: 696px;"></div> <div data-bbox="280 1323 1358 1462" style="background-color: black; height: 62px; width: 675px;"></div> <div data-bbox="280 1491 1335 1563" style="background-color: black; height: 32px; width: 661px;"></div> <p>(This question is weighted 10% and worth 10 marks)</p>
1.4	<p>Please state how you will maximise funding towards these services from other funding streams.</p> <div data-bbox="280 1711 1390 1850" style="background-color: black; height: 62px; width: 695px;"></div> <div data-bbox="328 1861 1182 1901" style="background-color: black; height: 18px; width: 535px;"></div> <div data-bbox="328 1912 1348 1953" style="background-color: black; height: 18px; width: 639px;"></div> <div data-bbox="328 1964 1361 2004" style="background-color: black; height: 18px; width: 647px;"></div>

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1.5	<p>(This question is weighted 10% and worth 10 marks)</p> <p>Please state how you will develop networks and relationships with other providers and how you intend to refer people into those networks.</p> <div></div> <div><div></div><div></div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

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	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED]

	<p>(This question is weighted 10% and worth 10 marks)</p>
1.6	<p>Please state how you will develop the skills of your staff to deliver a range of services that will support older people to live independently at home.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]rt
(This question is weighted 10% and worth 10 marks)	

Service 2 - A universal preventative service to support people to live independently in their local communities

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

the appropriate section of question number:	
2.	Tender Specification Response 2
2.1	<p>Please detail your proposals for the levels and range of activity for the service for the contract price and any additional value/social value your organisation will bring to the contract.</p> <p>[REDACTED]</p> <p>(This question is weighted 30% and worth 30 marks)</p>

2.2a	<p>Please detail any proposals which you consider innovative which will support people to remain in their own homes using a variety of strategies.</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
2.2b	<p>Please state how you propose to measure and assess outcomes for individuals</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
2.2c	<p>Please state how you will utilise the funding to ensure early identification of those with needs to offer community based interventions</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
2.3	<p>Please state how you will maximise funding towards these services from other funding streams.</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
2.4	<p>Please state how you will develop networks and relationships with other providers and how you intend to refer people into those networks.</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
2.5	<p>Please state how you intend to develop a self-sustaining service during the term of the contract so that local authority funding can be used to develop further additional preventative services.</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>

2.6	<p>Please state how you will develop the skills of your staff to deliver a range of services that will support people to live independently in their local communities.</p> <p>N/A</p> <p>(This question is weighted 10% and worth 10 marks)</p>
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Appendix Index

Appendix	Document
1	Copies of Employers & Public Liability £5m
2	Trustees and Final Statement 2009/10
3	Trustees and Final Statement 2010/11
4	Trustees and Final Statement 2011/12
5	Health & Safety Policy
6	Risk Assessment (Purple form red folder)
7	VDU
8	Fire Assessment
9	Risk Assessment
10	H&S Event Assessment
11	H&S Venue Risk Assessment
12	COSHH
13	Accident/Incident Form
14	Safe Guarding Vulnerable Adults
15	Induction Programme

16	Refresher Training (Powerpoint)
17	I.D.R
18	Copy of RS Chartered Membership IOSH
19	Equality & Diversity Policy
20	Equalities Action Plan
21	Survey Monkey (H.O)
22	Advert For HSW (with Equality Statement)
23	Application Form
24	Grievance Procedure
25	Governance & Management Meetings Structure
26	Office Staff List
27	ISO 9001 :2008 Certificate
28	Assessment Criteria
29	Task sheet
30	Recruitment and Retention Strategy HSW
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58	Disciplinary Policy & Procedure
59	Job Description
60	Personal Specification



Tender Response Document

EMC001 PROVISION OF PREVENTATIVE SERVICES

Name of TENDERING
ORGANISATION
(please insert)

Shropshire RCC

Shropshire Council Tender Response Document

Contract Description:

The provision of preventative services to older and vulnerable people

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact [REDACTED] via email quoting the contract reference and title to procurement@shropshire.gov.uk.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed:
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
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A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References and Ability to Provide Service in Shropshire	21
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H	Tender Schedule	25

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References and Ability to provide a service in the geographical area from the commencement of contract.
Section G / Q 1	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit section

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

The Council wishes to operate two services as described in the Form of Contract Schedules 1 and 2. Tenderers should refer to these Schedules and should complete either the questions in Tender Response 1 or Tender Response 2 under Section H at the end of this document. Tenderers should complete questions in both Tender Responses if tendering for both services.

Each service will need to be delivered on a county wide basis.

The available budget for these services is as follows:

1. Service 1 - A preventative service to older people in their own homes - £543,000 per annum for the delivery of the proposed service
2. Service 2 – A universal preventative service to support people to live independently in their local communities - £84,000 per annum for the delivery of the proposed service.

The Council reserves the right to redistribute a small amount funding between these services prior to award of contract but after negotiation with the preferred provider/s if it is felt necessary to do so.

The contracts for both services will be for an initial three years from 01.04.13 with a possibility to extend for a further two years.

Tenders will also be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. Shortlisted tenderers may be invited to meet with officers of the Council on 15th November 2012 to present their tenders in more detail and clarify any questions relating to their tender. The following award criteria shows how each criteria is to be weighted.

Preventative Service 1 - A preventative service to older people in their own homes

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Section H / Q 1.1	Maximisation of activities and the range of services within the envelope of funding	40% / 40 max marks
Section H / Q 1.2	Innovative proposals to support older people to remain in their own homes using a variety of strategies	20% / 20 max marks
Section H / Q 1.3	Ability to deliver a high standard provision of service to older people	10%/ 10 max marks
Section H / Q 1.4	Ability to maximise funding from other funding streams	10%/ 10 max marks
Section H / Q 1.5	Ability to network and develop networks across the administrative area of Shropshire Council	10%/ 10 max marks
Section H / Q 1.6	Development of staff skills base	10%/ 10 max marks

Total	100% / 100 max marks
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Preventative Service 2 - A universal preventative service to support people to live independently in their local communities

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Section H / Q 2.1	Maximisation of activities and range of services within the envelope of funding	30% / 30 max marks
Section H / Q 2.2	Innovative proposals to support older people to remain in their own homes using a variety of strategies	30% / 30 max marks
Section H / Q 2.3	Ability to maximise funding from other funding streams	10% / 10 max marks
Section H / Q 2.4	Ability to network and develop networks across the administrative area of Shropshire Council	10% / 10 max marks
Section H / Q 2.5	Ability to develop a self-sustaining service	10% / 10 max marks
Section H / Q 2.6	Development of staff skills base	10% / 10 max marks
Total		100% / 100 max marks

Quality Questions/ Scoring Scheme

Questions within the sections shown above will be scored using the following scoring scheme. Each answer will be given a mark between 0 and 10 (or multiples of 10 where applicable; for example if the section has 30 marks available the scoring will be multiplied by 3) with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>

	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of a Preventative Service

We confirm that this, our tender, represents an offer to Shropshire Council for Service 1 and for Service 2 (delete Service 1 or Service 2 if you are only applying for one of the two services) that if accepted in whole, or in part, will create a binding contract for the supply/provision of a Preventative Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions contained in the Form of Contract, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement 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 Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Shropshire RCC Address: 4 The Creative Quarter, Shrewsbury Business Park, Shrewsbury, Shropshire. Postcode: SY2 6LG Tel: 01743 360641 Email: enquiries@shropshire-rcc.org.uk	
1.2	Registered name (if different from above): Community Council of Shropshire Registered Office Address: As per 1.1 Postcode: As per 1.1 Company registration number: XXXXXXXXXX	
1.3	Details of the individual completing this application and to which we may correspond: Name: XXXXXXXXXX Job title: XXXXXXXXXXXXXXXXXXXX Correspondence Address: As per 1.1 Postcode: As per 1.1 Tel: 01743 237874 Email: XXXXXXXXXXXXXXXXXXXX	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	✓

(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: [REDACTED]	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES /NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been operating? <div style="text-align: right;">[REDACTED] years</div>	
2.5	Total number of employees: [REDACTED]	
2.6	Total number of employees engaged solely in the provision of preventative services [REDACTED]	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p style="text-align: center; color: blue;">None</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p style="text-align: center; color: blue;">None</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of the relevant pages of your schedule of insurance or a letter from your insurers duly signed	Enclosed YES/NO

	as authentic copies of the originals to demonstrate 1.1 and 1.2 above																					
2.	Financial Details																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts)</p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="295 846 1391 1245"> <tr> <th colspan="3"><u>Company</u></th><th>Accounts Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> <tr> <td>2009/10</td><td></td><td></td><td>YES/NO</td></tr> <tr> <td>2010/11</td><td></td><td></td><td>YES/NO</td></tr> <tr> <td>2011/12</td><td></td><td></td><td>YES/NO</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10			YES/NO	2010/11			YES/NO	2011/12			YES/NO
<u>Company</u>			Accounts Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2009/10			YES/NO																			
2010/11			YES/NO																			
2011/12			YES/NO																			

Section D: **Outstanding Claims and Contract Terminations**

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES /NO
1.2	If YES to 1.1 please provide further details.	
2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. NIL	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. None	

Section E: **Health & Safety and Equal Opportunities**

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="checked" type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	<div>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</div> 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1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td>0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Formal structures for consultation with employees and volunteers include</p> <div></div> <div></div>	YES/NO						
1.14	Will you be using any sub contractors as part of this contract?	YES/NO						
1.15	If YES to 1.14 please give details of who your sub contractors are.							
1.16	If YES to 1.14 how do you ensure they are competent?							
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you</p>							

	<p>comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010</p>	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;</p>	

	<p>Advance equality of opportunity between those who share protected characteristics and those who do not; Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p>	<p>YES</p> <p>YES</p> <p>YES</p>

	Please tick here if enclosed <input checked="" type="checkbox"/>	
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	

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2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO

Section F:
Contract Experience, References and Ability to Provide the Service from Commencement of Contract

1.	Contract Experience and References				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address & email address where known	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this service/these services. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for this service, as well as demonstrating your current ability or proposed future ability from commencement of contract to deliver the service specifically in the administrative area of Shropshire.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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Section G: **Accreditations and Skills Level**

1.	Accreditations				
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
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	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates for example relevant ISO equivalent or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
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	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES / NO

Section H: **Tender Schedule**

Service 1- A preventative service to older people in their own homes

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

1.	Tender Specification Response 1
1.1	<p>Please detail your proposals for the levels and range of activity for the service for the contracted price and any additional value/social value your organisation will bring to the contract.</p> <p>(This question is weighted 40% and worth 40 marks)</p>
1.2a	<p>Please detail any proposals which you consider innovative which will support older people to remain in their own homes using a variety of strategies.</p> <p>(This question is weighted 10% and worth 10 marks)</p>
1.2b	<p>Please state how you propose to measure and assess outcomes for individuals.</p> <p>(This question is weighted 10% and worth 10 marks)</p>
1.3	<p>Please state how you propose to ensure and assess quality with examples and case studies where appropriate.</p> <p>(This question is weighted 10% and worth 10 marks)</p>
1.4	<p>Please state how you will maximise funding towards these services from other funding streams.</p> <p>(This question is weighted 10% and worth 10 marks)</p>
1.5	<p>Please state how you will develop networks and relationships with other providers and how you intend to refer people into those networks.</p> <p>(This question is weighted 10% and worth 10 marks)</p>

1.6	<p>Please state how you will develop the skills of your staff to deliver a range of services that will support older people to live independently at home.</p> <p>(This question is weighted 10% and worth 10 marks)</p>
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Service 2 - A universal preventative service to support people to live independently in their local communities

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

2.	Tender Specification Response 2
2.1	<p data-bbox="284 353 1431 454">Please detail your proposals for the levels and range of activity for the service for the contract price and any additional value/social value your organisation will bring to the contract.</p> <div data-bbox="284 488 1409 604"></div> <div data-bbox="284 633 1423 824"></div> <div data-bbox="284 853 1423 1081"></div> <div data-bbox="284 1111 1375 1346"></div> <div data-bbox="284 1375 1318 1456"></div> <div data-bbox="284 1485 1414 1637"></div> <div data-bbox="284 1666 1385 1785"></div> <div data-bbox="284 1814 1422 1966"></div> <div data-bbox="284 1995 1375 2038"></div>

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>(This question is weighted 30% and worth 30 marks)</p>
2.2a	<p>Please detail any proposals which you consider innovative which will support people to remain in their own homes using a variety of strategies.</p> <p>[REDACTED]</p>

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	<div>(This question is weighted 10% and worth 10 marks)</div>		
2.2c	<div>Please state how you will utilise the funding to ensure early identification of those with needs to offer community based interventions</div> <div></div> <div></div> <div></div>		

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	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <p>(This question is weighted 10% and worth 10 marks)</p>
2.3	<p>Please state how you will maximise funding towards these services from other funding streams.</p> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

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	<div data-bbox="280 147 1426 273" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 309 1426 515" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 555 1426 721" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 766 970 804" data-label="Text"><p>(This question is weighted 10% and worth 10 marks)</p></div>
2.4	<p data-bbox="280 819 1350 889">Please state how you will develop networks and relationships with other providers and how you intend to refer people into those networks.</p> <div data-bbox="280 922 1426 1214" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 1243 1299 1283" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 1317 1407 1503" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 1536 1401 1747" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="280 1776 1401 1986" data-label="Text"><p>[REDACTED]</p></div>

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	[REDACTED]	[REDACTED]	[REDACTED]
(This question is weighted 10% and worth 10 marks)			
2.5	<p>Please state how you intend to develop a self-sustaining service during the term of the contract so that local authority funding can be used to develop further additional preventative services.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		

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	<p>(This question is weighted 10% and worth 10 marks)</p>
2.6	<p>Please state how you will develop the skills of your staff to deliver a range of services that will support people to live independently in their local communities.</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

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personal info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND


Age UK
3 Mardol Gardens
Shrewsbury
Shropshire
SY1 1PR

Date: 19th November 2012
My ref:
Your ref:

Dear Heather

EMC001 – PROVISION OF A PREVENTATIVE SERVICE (SERVICE 1)

Subject to Contract

We confirm that your tender, dated 17th October 2012, is accepted for the provision of a Preventative Service – Service 1. This agreement is subject to final contract documents being prepared and executed by all parties.

The contract will be for an initial period of 3 years commencing on 1st April 2013 with an option exercisable by Shropshire Council to extend for a further 2 years.

This acceptance is subject to your tender dated 17th October 2012, the invitation to tender documents dated 14th September 2012 and the Terms and Conditions of Shropshire Council.

Rod Ward will liaise with you in order to finalise the contract terms as above.

Thank you for your detailed and comprehensive tender response which was very well received by both the shortlisting and interview panels.

Yours faithfully



 -
Assessment & Eligibility

[REDACTED]
4 The Creative Quarter
Shrewsbury Business Park
Shrewsbury
Shropshire

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 20th November 2012

Dear Sue

EMC001 – PREVENTATIVE SERVICE (SERVICE 2)

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept Shropshire RCC's offer of the above service as set out in your recent tender.

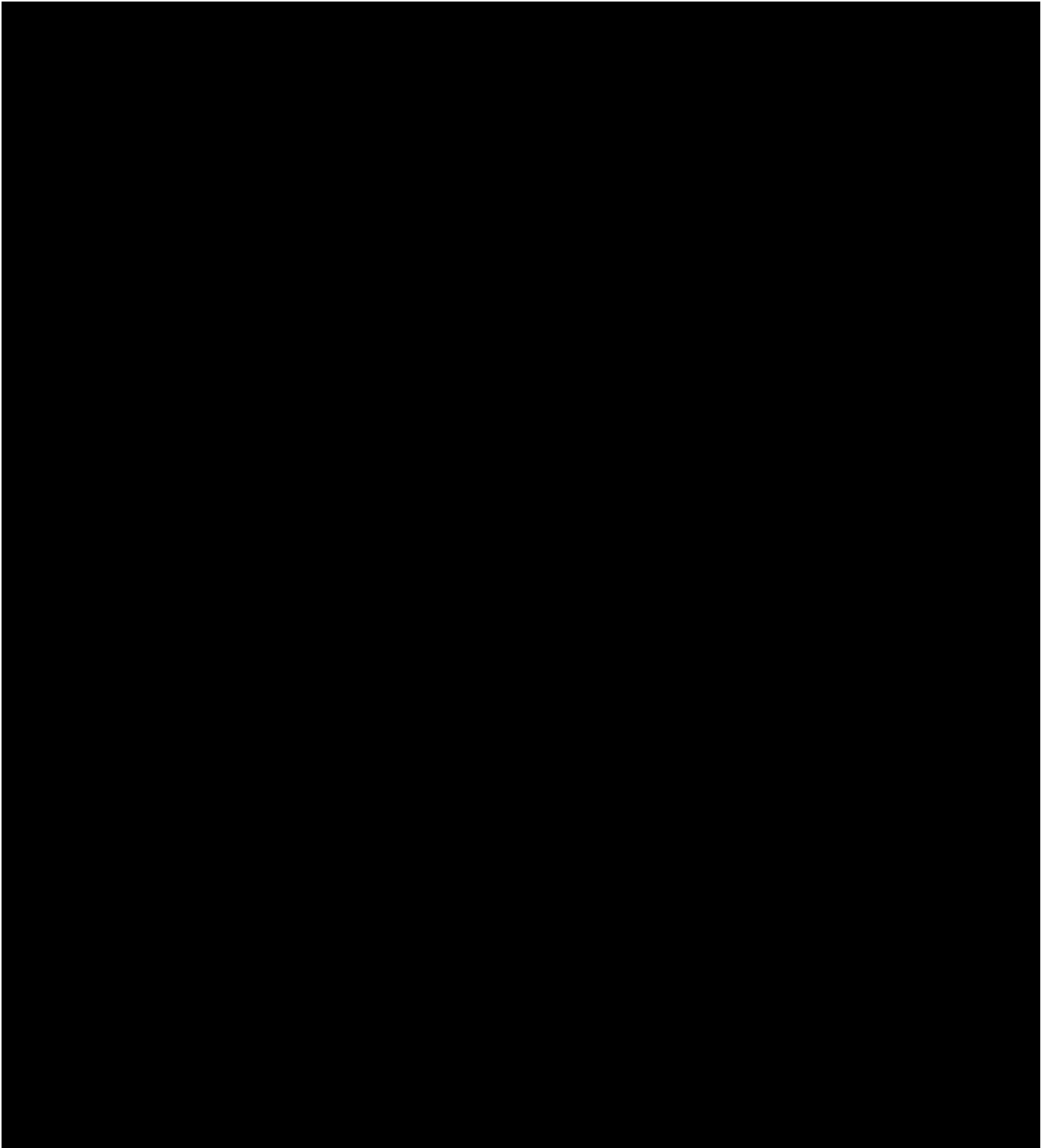
However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 30th November 2012.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender. We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 3 tenders received)
Overall	74	74	1

Please find details of the marks allocated to you and the reasoning behind the marks as follows:-



We will be in touch with you again at the end of the standstill period.

Yours sincerely

[Redacted signature]

[Redacted signature]

Assessment & Eligibility