



TENDER NOTICE

SMN 001 – EARLY HELP COMMISSIONED SERVICE

Applicants are invited to tender for the provision of an Early Help Commissioned Service to Shropshire Council for a period of 19 months commencing on 1st September 2013.

The Service we wish to commission will be part of Shropshire's Early Help Offer and will work within the Early Help Pathway and through collaboration with other services.

The Council is seeking applications from Expert Service Providers who will be responsible for the delivery of the Early Help Commissioned Service in its entirety and expert pre-contract advice. The possible models for delivery include, but are not limited to:

- Delivering the service as a single provider
- Delivering the service as a legal entity representing a consortium of Providers
- Delivering parts of the service and take on the role of lead provider, responsible for co-ordinating other parts of the service in partnership with other providers

If you wish to receive tender documents, please email or write as soon as possible to [REDACTED], Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or email procurement@shropshire.gov.uk quoting reference **SMN 001**.

The deadline for the return of completed tenders is **12 noon 15th May 2013**

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.



13 August 2013

Tel: (01743) 252993

Fax: (01743) 255901

SMN001

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

**SMN 001 – EARLY HELP COMMISSIONED SERVICE
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers
2. Shropshire Council Terms and Conditions for Service Contracts
3. Tender Response Document
4. TUPE Confidentiality Letter
5. Service Specification
6. Return Label

Tenders should be made on the enclosed Tender Specification and 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 to Tenderers and Special Terms and Conditions'. 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 15th May 2013** 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

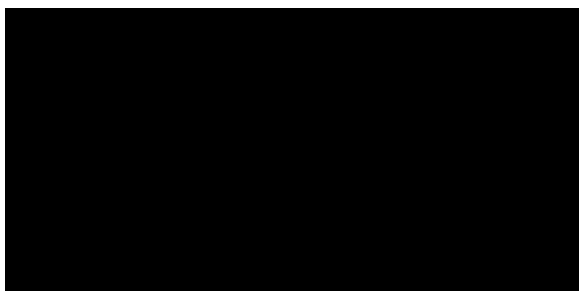
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises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

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

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



procurement@shropshire.gov.uk

Tel: 01743 252993

Enc

SHROPSHIRE COUNCIL

TERMS AND CONDITIONS FOR CHILDRENS SERVICES CONTRACTS

THIS CONTRACT is made the day of 20 hereinafter called the "Contract" between

(1) SHROPSHIRE COUNCIL of Shirehall Abbey Foregate Shrewsbury SY2 6ND ("the Council") and

(2) **[add in legal entity name]** of **[add in legal entity address]**
(company number X) whose registered charity number is X (the "Service Provider")

(herein after called "the Parties")

NOW IT IS AGREED as follows:

DEFINITIONS

For the purpose of this Contract the following words shall have the following meanings:

Commencement **[add in letter format ie 1st December 2012]**

Date

Commissioning **(*person that manages the contract*) [add in name, job title**
Manager **and address]** or other nominated officer of the Council
authorised to oversee contractual arrangements in respect of
the Service

Expiry Date **[add in letter format ie 1st December 2012]**

Exempt Any information or class of information (including but not limited
Information to any document, report or other material containing
information) relating to this Contract or otherwise relating to the
Parties to this Contract which potentially falls within an
Exemption to FOIA (as set out therein)

Outcomes effects of the Services provided on the Service Users as
detailed in schedule 2

Payment the payment to the Service Provider as detailed in Clause 2

Public Body as defined in the FOIA 2000

Notice	a written communication issued in accordance with Clause 8 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Financial Year	<i>Legal to add definition in</i>
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.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
EIR	Means the Environmental Information Regulations 2004 (as may be amended from time to time)
Performance Indicators	the performance indicators relating to this Contract set out in Schedules 2 and 3
Receiving Party	a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Request For Information	a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Service(s)	the Service(s) 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 Staff	the Specification contained in the Schedules to this Contract 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.
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

WHEREAS

- (A) The Council in the exercise of performing its obligations is desirous of making provision within its area for Children and Young People ('the Service Users')
- (B) The Council has caused to be prepared a detailed Specification in respect of the Service which the Service Provider is willing to provide to the Service Users.
- (C) 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 Payment 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 9 (Breach) and 12 (Termination) in accordance with the terms of this Contract

2 PAYMENT

- 2(a) ***In each Financial Year a maximum of £0.00 (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 / half yearly / quarterly in advance / arrears** upon receipt of a **satisfactory invoice / or bank transfer to (detail appropriate SS finance team)**

- 2(c) ***The Service Provider shall not make a charge to the Service User or any third party for the Service provided.***
- 2(d) The Council reserves the right to set off against the Payment any sums owed or becoming due to the Council from the Service Provider.
- 2(e) The Council shall not be liable, for any expenses, charges, costs, fees except the Payment as set out in this Contract

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 COMPLIANCE

- 4(a) The Council undertakes to:
- 4(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 4(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate
- 4(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 4(b)(i) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 4(b)(ii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the **Service [if keeping this clause remove 27(c)]**
 - 4(b)(iii) all standards required by Ofsted in order to maintain registration thereunder
 - 4(b)(iv) the Council's policy "Speaking up About Wrongdoing"
 - 4(b)(vi) the Data Protection Act 1998 and the Caldicott Principle
 - 4(b)(vii) the Human Rights Act 1998. The Service Provider shall not do anything in breach of the Act.
 - 4(b)(viii) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance and provide evidence of doing so to the Council at any time upon request
- 4(c) 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 Commissioning Manager forthwith in writing of its failure and the reasons. Compliance with

this clause shall not prejudice the Council's rights under clauses 9 (Breach) and 12 (Termination)

5 VARIATION

- 5(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 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.
- 5(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.

6 AGENCY

- 6(a) The Service Provider is an independent Service Provider and nothing in this Contract shall render it an agent of the Council or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties 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.
- 6(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

7 ACCOUNTING

- 7(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.
- 7(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. ***[Is this needed ?]***
- 7(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. ***[Is this needed ?]***
- 7(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.

- 7(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 7(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.
- 7(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 any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

8 NOTICES

- 8(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.
- 8(b) Any Notice under this Contract must be in Writing and can only be sent by:
 - 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 8(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 **[add in Name, Job Title and address]**.
- 8(d) The Council's address for the purpose of delivery of a Notice is **[REDACTED]**
Procurement Manager, Shropshire Council Shirehall, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Commissioning Manager.
- 8(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.

9 BREACH

- 9(a) In the event that either party is in breach of his obligations under this Contract then the innocent party may serve a Notice requiring the defaulting party to take such action as the innocent party deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice
- 9(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:
- 9(b)(i) Failure to comply with a Notice to remedy a breach 9(a)
 - 9(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - 9(b)(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
 - 9(b)(iv) If the Service Provider is issued with a notice from the Health and Safety Executive or registration body prohibiting it from operating

10 ANTI-BRIBERY AND CORRUPTION

- 10(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:
- 10(a)(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
 - 10(a)(ii) favoured or discriminated against any person in relation to this Contract or any other contract with the Council; or
 - 10(a)(iii) in the reasonable opinion of the Council appears to have committed an offence in relation to any contract with the Council under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

11 INDEMNITY AND INSURANCE

- 11(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 Staff servants or agents unless due to any act of neglect of the Council or any person for whom the Council is responsible.

- 11(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 (unlimited for death or personal injury) together with compulsory insurance under the Employers' Liability (Compulsory Insurance) Act 1969 (to a minimum of £10 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 Commissioning 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.
- 11(c) The insurance policies shall remain in force from the Commencement Date to the Expiry Date
- 11(d) 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.

12 TERMINATION

- 12(a) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 12(a)(i) by either the Council or the Service Provider by giving 6 months Notice in Writing to the other party
- 12(a)(ii) if in the reasonable opinion of either party 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

- 12(a)(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
- 12(b) 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 Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met)
- 12(c) 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 this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback 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:
- 12(c)(i) Fraud or theft from Service Users
 - 12(c)(ii) Neglect of Service Users
 - 12(c)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 12(c)(iv) Financial malpractice
 - 12(c)(v) Sexual relationships between Staff and Service Users
 - 12(c)(vi) Racial harassment
 - 12(c)(vii) Loss of registration with registration body
 - 12(c)(viii) Under investigation by the Council
- 12(d) If the Contract is terminated as provided by Clause 9 (Breach) or 10 (Anti bribery and Corruption) or 13 (Disputes) above the Council shall:

- 12(d) (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;
- 12(d) (ii) be entitled to make other arrangements and if necessary pay other persons to provide the Service
- 12(d) (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 Service provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

- 12(e) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 12(a)(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

13 DISPUTES

- 13(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 as follows:-
- 13(a)(i) 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
- 13(b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the parties may serve the Council's [**add in here senior/current post**] and the Service Provider's [**add in here senior but current post**] 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

- 13(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

14 ASSIGNMENT AND SUB-CONTRACTING

- 14(a) Neither Party shall be entitled to assign, delegate, novate, transfer, charge, sub-contract or otherwise dispose of all or any of its rights or obligations under this Contract without the prior written consent of the other Party.
- 14(b) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 14(c) In the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 14(d) The Service Provider must notify the Council if:
- 14(d) 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
 - 14(d) ii it merges with another organisation
 - 14(d) iii it transfers its engagements to another organisation
 - 14(d) iv it in any way transfers its business to another organisation
 - 14(d) v as a result of any misconduct or mismanagement on the part of the Service Provider or a registration body directing an inquiry into or making an order of any kind in relation to the Service Provider's affairs; or
 - 14(d) 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
- 14(e) The Council reserves the right to share any information with any registration body about the Service Provider, Service Provider Staff or Service Users regarding the provision of the Service to investigate and safeguard the well being of Service Users
- 14(f) If 20% of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) then this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

- 14(g) 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.
- 14(h) 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 Sub Contractor or any employee agent of each Sub Contractor 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 Sub Contractor 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 FORCE MAJEURE

- 15(a) Subject to the provisions of clause 15(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
- 15(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):-
- 15(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 15(b)(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
- 15(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Council and its Staff or Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors

16 WAIVER

Failure at any time by either party to enforce at any time or for any period any one or more 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 either party to enforce any provision of this Contract in accordance with its terms at any time

17 SEVERANCE

If any provision of this Contract prohibited by law or judged by any court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract

18 STATUTORY DUTIES

- 18(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
- 18(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

19 GOVERNING LAW

- 19(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**.
- 19(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
- 19(c) Any reference to an act includes reference to any statutory re enactment or modification there of

- 19(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

20 RIGHTS OF THIRD PARTIES

The Parties to this Contract do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contract (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof)

21 REMEDIES CUMULATIVE

Any remedy or right which either party may exercise in relation to a breach shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available under the Contract

22 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

23 CONCLUSION OF CONTRACT

Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give (or at the written request of the Council destroy) to the Commissioning Manager 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 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 source and will demonstrate how they contribute to the achievements of the Council's Sustainability Policy and guidance notes

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

- 25(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.
- 25(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.

25(c) The Service Provider shall :

25(c)(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;

25(c)(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

25(c)(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.

25(c)(iv) ensure that any Subcontractor also complies with the provisions detailed above

25(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract 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.

25(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

25(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:

25(f)(i) in certain circumstances without consulting the Service Provider; or

25(f)(ii) following consultation with the Service Provider and having taken

their views into account; provided always that where sub-clause 25(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.

- 25(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by Law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 25(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 Contract or otherwise relating to any other party.
- 25(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:
 - 25(i)(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 Contract or otherwise relating to the other party;
 - 25(i)(ii) they are required by law to consider each and every Request for Information made under FOIA;
 - 25(i)(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.
 - 25(i)(iv) Notwithstanding anything in this Contract 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.
- 25(i)(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
- 25(i)(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 Contract or otherwise relating to the other party.
- 25(i)(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.

26 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 26(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).
- 26(b) The Service Provider will comply with the conditions set as a result of DOLS Authorisation being given.

27 CONFIDENTIALITY & DATA PROTECTION

- 27(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.
- 27(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.

- 27(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.
- 27(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 27(d)(i) treat the other Party's Confidential Information as confidential; and
 - 27(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 27(e) Clause 27(d) shall not apply to the extent that:
 - 27(e)(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
 - 27(e)(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
 - 27(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 27(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 27(e)(v) it is independently developed without access to the other party's Confidential Information.
- 27(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.
- 27(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.
- 27(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.

- 27(i) The Service Provider shall ensure that its employees and agents are aware of and comply with **paragraphs XX 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.
- 27(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 27(j)(i) only use the Confidential Information for the purposes of this Contract
 - 27(j)(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
 - 27(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 27(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 27(k)(i) to any consultant, contractor or other person engaged by the Council
 - 27(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 27(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.
- 27(m) The provisions of this Clause shall survive the expiration or termination of this Contract.

28 CONTRACT STATUS AND TRANSPARENCY

- 28(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 Contract and any associated tender documentation provided by the Service Provider (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 Contract or the tender submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 28(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and any tender

submission in its entirety, including from time to time agreed changes to the Contract, to the general public.

- 28(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 28(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and any tender Submission.

29. COUNCIL DATA

- 29(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 29(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.
- 29(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.
- 29(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.
- 29(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:
 - 29(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 29(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 29(e)(iii) Transfer of data to and from the system is conducted in a secure manner.

- 29(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:
- 29(f)(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
 - 29(f)(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.**
(pending clarification from [REDACTED])
- 29(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.
- 29(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.
- 29(i) Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 29(h) above shall be borne by the Parties as follows:
- 29(i)(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
 - 29(i)(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).

30. PROTECTION OF PERSONAL DATA

- 30(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.
- 30(b) The Service Provider shall:

- 30(b)(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);
- 30(b)(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;
- 30(b)(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;
- 30(b)(iv) take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data;
- 30(b)(v) obtain prior written consent from the Council in order to transfer the Personal Data to any Subcontractor for the provision of the Services;
- 30(b)(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;
- 30(b)(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;
- 30(b)(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;
- 30(b)(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); and
- d) providing the Council with any information requested by the Council;

30(b)(x) Permit an officer of the Council or Council representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Service Provider's data Processing activities (and/or those of its agents, subsidiaries and Sub-Service Providers) 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;

30(b) (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); and

30(b) (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

30(b) (xiii) 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.

- 30(b) (xiv) The Service Provider shall ensure that its Staff Subcontractors 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.

31 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 31(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:
- 31(a)(i) to review the integrity, confidentiality and security of the Council Data;
- 31(a)(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;
- 31(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.
- 31(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:
- 31(c)(i) All information requested by the Council within the permitted scope of the audit;
- 31(c)(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;
- 31(c)(iii) Access to Service Provider Personnel
- 31(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 Services.
- 31(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.
- 31(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.

- 31(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.

32 EMERGENCY PLANNING

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

33 SAFEGUARDING

- 33(a) Shropshire Safeguarding Children's Board (SSCB) has defined procedures aimed at all those working (including volunteers) in SSCB partner agencies and in private, voluntary or community sector organisations with responsibilities for children living in Shropshire.
- 33(b) The SSCB procedures have been written so as to be part of the wider goal of improving the overall wellbeing of children and achieving the five 'Every Child Matters' outcomes. They focus on the 'Staying Safe' outcome and provide a framework for an integrated approach to safeguarding children from harm
- 33(c) To fulfill their commitment to safeguard and promote the welfare of children, all organisations that provide services for children need to have the following in place:
- 33 (c)(i) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
 - 33(c)(ii) A clear commitment by senior management to the importance of safeguarding and promoting children's welfare;
 - 33(c)(iii) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children; roles and accountability for taking action and reporting internally and between agencies is properly defined and understood by those involved
 - 33(c)(iv) Recruitment and human resources management procedures that take account of the need to safeguard and promote the welfare of children, including safe recruitment policies and practices, including enhanced Criminal Record Bureau (CRB) checks, for

all staff, including agency staff, students and volunteers, working with children

- 33(c)(v) Procedures for dealing with allegations of abuse against members of staff and volunteers;
- 33(c)(vi) Arrangements to ensure that all staff receive supervision and undertake appropriate training to equip them to carry out their responsibilities effectively, and keep this up to date by refresher training at regular intervals; and that all staff, including temporary staff and volunteers who work with children, are made aware of the establishment's arrangements for safeguarding and promoting the welfare of children and their responsibilities for that
- 33(c)(vii) Policies to safeguard and promote the welfare of children including a child protection policy, and procedures that are in accordance with Shropshire's Safeguarding Children Board procedures;
- 33(c)(viii) Their own complaints procedure for Service Users;
- 33(c)(ix) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children, including arrangements for sharing information;
- 33(c)(x) Culture of listening to and engaging in dialogue with children and seeking their views in ways appropriate to their age and understanding, and taking account of those both in individual decisions and the establishment or development of services; and,
- 33(c)(xi) Appropriate whistle blowing procedures and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed

33(d) All staff and volunteers who work with children and families should be able to:

- 33(d)(i) Understand the risk factors and recognise children in need of support and/or safeguarding
- 33(d)(ii) Recognise the needs of parents who may need extra help in bringing up their children, and know where to refer for help;
- 33(d)(iii) Recognise the risks of abuse to an unborn child;
- 33(d)(iv) Contribute to enquiries from other professionals about a child and their family or carers;
- 33(d)(v) Liaise closely with other agencies including other health professionals
- 33(d)(vi) Plan and respond to the needs of children and their families, particularly those who are vulnerable
- 33(d)(vii) Contribute to planning support for children at risk of Significant Harm e.g. children living in households with domestic violence, parental substance misuse;
- 33(d)(viii) Help ensure that children who have been abused and parents under stress (e.g. who have mental health problems) have access to services to support them;
- 33(d)(ix) Play an active part, through the Child Protection Plan, in safeguarding children from Significant Harm;
- 33(d)(x) As part of generally safeguarding children and young people, provide ongoing promotional and preventative support through proactive work with children, families and expectant parents
- 33(e) The Service Provider will adhere to Shropshire's Safeguarding Children's Board Procedures which means that the following situations will need to be reported appropriately:
 - 33(e)(i) Situations where children or young people are thought to be at risk of significant harm need to be reported to Shropshire's Assessment & Support Service and to the Providers Service Manager.
Assessment & Support Service: Tel: 0345 678 9000
Tel: 0845 678 9040 (after 5pm or at weekends)

- 33(e)(ii) Situations where there is a concern about a vulnerable adult need to be reported to Shropshire's Community Services and to the Provider's service manager.
Community Services: Tel: 0345 678 9005
Tel: 0345 678 9040 (after 5pm or at weekends)
- 33(e)(iii) Situations where there are safeguarding concerns about provider staff or volunteers need to be reported by the provider to the Council's Designated Officer and the Commissioner
Local Authority Designated Officer: Tel: 01743 253617
- 33(f) The Service Provider must ensure that it follows the guidance of the Independent Safeguarding Council and complies with the requirements of the Shropshire Safeguarding Children's Board and shall ensure that it undertakes enhanced disclosure CRB checks prior to its employees, volunteers or other persons under its control commencing work on the Services to be provided to the Council and shall monitor the level and validity of the checks for each employee, volunteer or other person under its control during the term of this Contract.
- 33(g) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33(h) The Service Provider shall not employ or use the services of any person barred from or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users

34 EQUALITIES

- 34(a) The Service Provider and any Sub-Contractor employed by 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
- a) in the supply and provision of Service under this Contract, and
 - b) in its employment practices.
- 34(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 34(c) In addition, the Service Provider and any Sub-Contractor or person(s) employed by or under the control of the Service Provider in providing Services will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful discrimination and promote equality of opportunity and good relations

between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities' to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women or any replacement duties imposed on local authorities under the Equalities Act 2010 or any subsequent law.

- 34(d) The Service Provider and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 34(e) In the event of any finding of unlawful discrimination being made against the Service Provider and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Service Provider and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 34(f) The Service Provider and any Sub-Contractor employed by 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.

35 RESTRICTION ON EMPLOYMENT

- 35(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.
- 35(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.
- 35(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.

- 35(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.

36 COMPLAINTS

- 36(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:

36(a)(i) easy to access and understand

36(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress

36(a)(iii) confidential to protect Staff and the complainant

36(a)(iv) informative – providing information to management so that services can be improved

36(a)(v) fair – with a full procedure for investigations

36(a)(vi) effective – dealing with all points raised and providing suitable remedies

36(a)(vii) regularly monitored and audited – to make sure that it is effective and improved

- 36(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.

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

36(c)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

36(c)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

36(c)iii the Service Provider will ensure that it responds to the complainant

within a max of 20 days of receiving the complaint.

- 36(d) Each party shall make its complaints procedure available to the other party on request.
- 36(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.
- 36(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.
- 36(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 Commissioning Manager upon request.
- 36(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.
- 36(i) Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately by telephone and confirmed in writing as soon as reasonably practical but no later than five Working Days.
- 36(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. Shropshire's Safeguarding Children's Board Procedures must 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 Commissioning Manager of any complaints and actions taken in individual cases and the nature of the complaint if it is from a Service User.

37 PUBLIC INTEREST DISCLOSURE ('Whistleblowing')

The Service Provider will ensure that its Staff and Sub-contactors 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.

38 WARRANTIES LIABILITIES AND INDEMNITIES

The Service Provider warrants, represents and undertakes that it will:

- 38(a) complete the Service by the Expiry Date
- 38(b) perform the Service with all due care, skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Service Provider
- 38(c) provide the Service in accordance with the Specification
- 38(d) ensure that the Service Provider's Staff and Sub Contractors will have the necessary skill, professional qualifications, experience and sufficient training to deliver the Services in accordance with the Specification and best practice
- 38 (e) have an adequate number of Staff to provide the Service
- 38 (f) use its best endeavours to achieve the outcomes referred to in the Specification
- 38(g) has full capacity and authority to enter into this Contract
- 38(h) it has obtained all necessary and required licences, consents and permits to provide the Service
- 38(i) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Service Provider's Staff to perform the Services
- 38(j) ensure that no aspect of the Service funded by the payments made under this Contract is or appears to be party political in intention use or presentation

39 PROJECT MATERIALS

The Council shall be entitled to all property copyright and other intellectual property rights in the project materials which property and other intellectual property rights the Service Provider will full guarantee assigns to the Council. This provision shall survive the expiration or termination of this Contract.

40 ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.



SMN 001: Early Help Commissioned Service

Specification

Shropshire Council seeks to procure this service externally on behalf of its Children Services. The service will provide targeted / preventative support for vulnerable children and young people and their families who will have a wide range of needs at an Early Help Level.

The service will be delivered in the Shropshire area. It will start on 1st September 2013 and end on 31st March 2015.

This opportunity will be publicised on 2 April 2013 on the Council's website. The latest date for submission of applications will be 12 noon, 15 May 2013.

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1. Definitions and a description of the service

Most children, young people and their families have their needs met within universal provision. However some require additional support to help them achieve good outcomes. This additional targeted / preventative support is termed **Early Help**. Early Help support reduces when the thresholds for acute specialist services, such as children's social care, are met. Early Help services will however remain relevant as part of the step-up and step down processes into / out of specialist services.

Early Help support can apply to a wide range of needs and includes children and young people aged 0-19 living in Shropshire. (More details in Section 8)

The aim is to meet needs early, to maximise the impact of support and to prevent problems from becoming more serious or complex. Early Help support will provide a range of early interventions and support to children and young people at an **Early Help Level**. Where appropriate it will also support parents and carers.

The service we wish to commission will be a part of Shropshire's **Early Help Offer** (More details in Section 4.1) and will work within the **Early Help Pathway** and through collaboration with other services.

The funding available for this service is



The Council is seeking applications from expert providers. The contract will be awarded to one organisation to deliver parts of the service and take on the role of lead provider. As lead provider the organisation will be responsible for the delivery of the entire service and the pre-contract expert advice.

The possible models for delivery include, but are not limited to,

- Deliver the service as a single provider
- Deliver the service as a legal entity representing a consortium of providers

Definitions:

Early Help: Term for additional, early support given to some children to help them achieve good outcomes.

Early Help Offer: Term for the services, tools, pathway and approaches Shropshire will use to support families at this early stage.

Early Help Pathway: Term to describe flow of support from initial enquiry to support.

Early Help Service(s): Term for all services which provide the additional support.

Early Help Commissioned Service: One of the Early Help Services, to be commissioned by the Council from external provider(s) and described in this document.

Lead provider: We use the term loosely in this document, because we do not wish to preclude a particular model of service delivery. We mean the organisation which will have overall responsibility for the service and whose representative will be part of the Early Help and Resource Panel.

2. Contextual information

2.1. Background

The term **Early Help** was developed in the Munro Review of Child Protection Final Report: A Child Centred System¹ (Munro, 2011). It is the term that the Shropshire Safeguarding Children Board (SSCB) will use to describe the work of Early Intervention and preventative services.

The Government has been clear on the importance of early help in families lives and has given each Safeguarding Children's Board (SSCB) the responsibility to decide how this will be delivered. (See government response to Munro report on www.dfe.gov.uk)

In Shropshire, the **Early Help Offer** was developed following the SSCB review into early intervention and prevention, 'Back to Basics Review'².

¹ www.education.gov.uk/publications/standard/publicationDetail/Page1/CM%208062

² www.shropshire.gov.uk/childrenfamilies.nsf/open/FBB9B17E03E6B45F8025753D0050A4C5

The review confirmed that early intervention works. As our safeguarding duties remain within legislation it was acknowledged that

"The Early Help Offer needs to be understood, accessible and resourced through collaboration, so that the Child's Journey from identification of needing help, to receiving it, is enabled more effectively.

We want to ensure that

- *the needs of the whole family are considered*
- *the children who need additional support can receive it more quickly*
- *the parents who can self-support safely can be signposted more quickly*
- *the parents who need access to support are enabled more effectively*

The Offer needs to build capacity and resilience of families and communities to access information and support earlier so that issues of vulnerability do not escalate. In addition where vulnerability or need is identified and interventions applied, Early Help acts as a way of sustaining contact and supports as the issues deescalate."

(Source: Early discussion with Safeguarding Service Managers)

2.2. Strategic links

The Early Help Offer, including the Commissioned Service, links to the following local priorities:

Shropshire Council priority:

- Keeping children safe

Children and Young People Plan 2013¹ (CYPP) priorities:

- Ensuring the mental wellbeing of CYP by focusing on prevention and early intervention
- Keeping more CYP healthy and reducing health inequalities
- Narrowing the achievement gap in education and work
- Working with our partners to develop our collective capacity to ensure we improve outcomes for CYP

Health & Wellbeing Board² (HWB) priorities:

- Improve the emotional wellbeing and mental health of children and young people, by focussing on prevention and early support.

Shropshire Safeguarding Children Board³ (SSCB) priorities:

- Compromised parenting, with particular focus on households with domestic abuse, substance misuse, parental mental health issues

¹ www.2shrop.net/live/images/cme_resources/Groups/g06B07AAE-FA02-415E-9047-93FC019FDFB2/Final-CYPP.pdf

² www.2shrop.net/2shropnet/AToZOfMini-sites/S/ShropshirePartnership/ShadowHealthWellbeingBoard/ShropshiresHealthAndWellbeingStrategy

³ www.shropshire.gov.uk/childrenfamilies.nsf/open/FBB9B17E03E6B45F8025753D0050A4C5

2.3. Factors influencing future development

We want to commission a model of delivery that is flexible and can adapt to the changing context. We anticipate

- Changes to the operating model and function of the Council and other public services
- Development of local commissioning – solutions need to be responsive to local needs and resources.
- Changes in legislation and policy
- Proposed joint inspection of multi-agency arrangements for the protection of children
- Learning from the development of the Early Help implementation and roll-out
- Further changes to resources, including funding arrangements
- Development of more collaborative working between organisations and creation of new organisations, such as VCS consortia and spin-outs from the public sector

3. Vision for Early Help – What we want to achieve together

We want to keep children safe. We want to ensure that they are thriving and are well prepared throughout the journey of childhood into adulthood.

The Early Help Offer will equip children, young people and their parents / carers with knowledge, awareness and skills to support this journey.

Together with our service partners, we want to achieve the following long-term outcomes/benefits for children and young people, including

- Enhance the resilience of children, young people and the family as a whole
- Reduce the number of children in care
- Reduce the number of child protection plans
- Reduce the achievement gap between pupils eligible for free school meals and their peers
- Increase school attendance
- Decrease the number of fixed term and permanent exclusions from school
- Decrease the number of young people Not in Education, Employment or Training (NEET)
- Reduce the number of first time entrants to the youth justice system
- Reduce drug and alcohol misuse in children and young people
- Reduce the number of children with mental health issues
- Increase the number of children and young people with a healthy weight
- Improve breast feeding rates at 6-8 weeks from birth

Shropshire's Early Help Services will contribute to those long-term outcomes.

The Early Help Offer will be underpinned by a set of shared values/principles which help to support the best outcomes for children, young people and their families. The Offer sets out the professional accountability to act — we are all responsible for the well-being and safeguarding of children in our care.

It seeks to develop professional capacity and confidence in Early Help approaches through promoting and expecting the culture of a learning organisation. It promotes peer support in which we share good practice and work together in the best interests of the child.

It is a less prescriptive way of working which promotes professional judgement and decision making based on evidence drawn from the work we do and from assessments. The increased access to social work expertise through the appointment of the Early Help Advisors and creation of the Early Help and Resource Panel will ensure that professionals providing Early Help can get guidance when they need it with reduced bureaucracy. (See section 4.1 for more details)

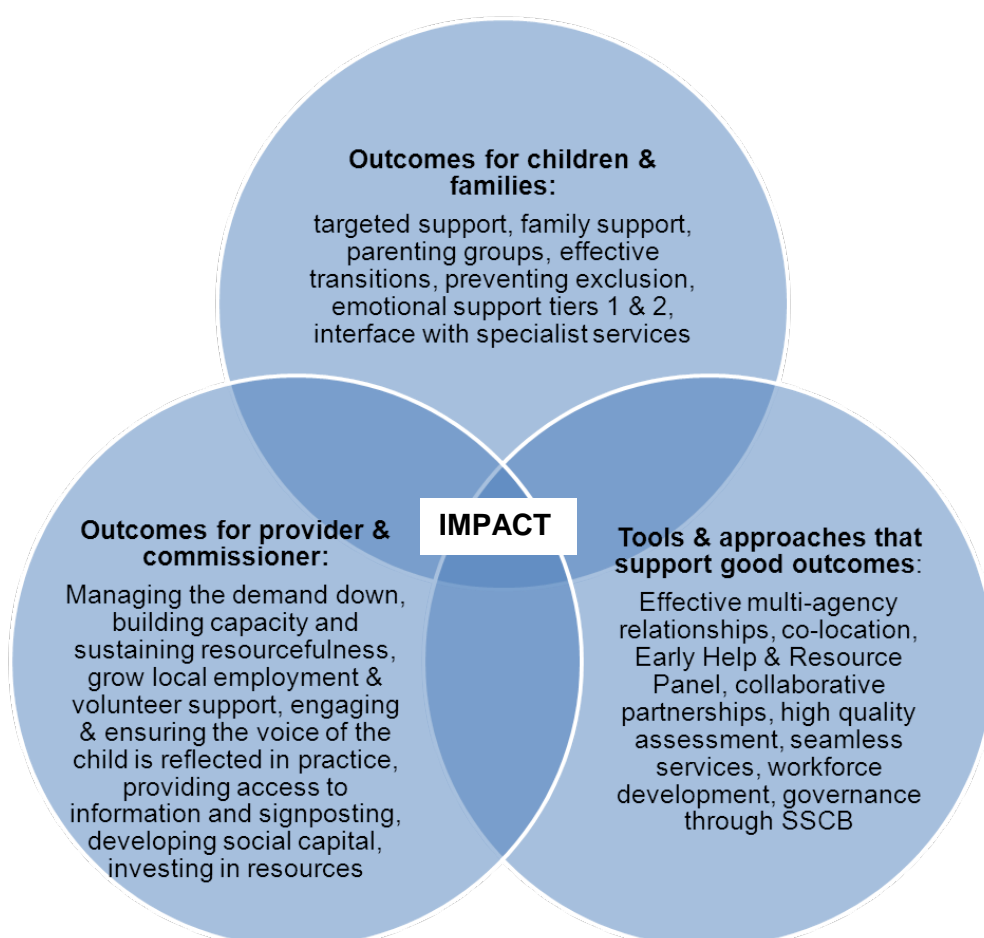
It will support the work of the Munro review in measuring the impact of services for children and families. It will help to meet the new Ofsted requirement for a multi-agency inspection framework, in which individual agencies are held accountable for the work they do to support the “child’s journey” and are judged on the effectiveness of the way they work effectively with other agencies in their area.

This information was shared in the 2012 SSCB conference and is available in the Early Help Newsletters. The materials can be found on this link:

www.shropshire.gov.uk/childrenfamilies.nsf/open/9FEC535AE8ABA2348025753D0050A4C4

Shropshire’s Parenting Strategy is links closely to the Early Help Offer. The action in the last twelve months has focused on adopting the Solihull Parenting Programme and training multi-agency professionals to train the wider workforce.

We are already developing tools and approaches to support providers and commissioners to achieve good outcomes for children. We believe that the synergy created at the centre of our approach will **strengthen the impact of what we want to achieve together**.



We believe that our vision and implementation will also contribute to the Council's other three priorities:

- By supporting parents and preparing young people for adulthood we can **support vulnerable adults**
- By working with educational providers we can support **high quality education**
- By seeking to grow local employment and volunteer opportunities we can support **economic growth in Shropshire**

We believe that our vision and implementation will also have a wider benefit to the community and support the aspirations of the **Public Services (Social Value) Act 2012**.

An example would be the economic benefit of growing local employment and volunteer opportunities. Another example would be the social benefit of supporting parents, reducing isolation as a result, and ensuring further engagement with services in the future.

4. Our approach to implementation of Early Help

4.1 Early Help Offer

The Offer started to roll out from January 2013 and continues to develop. The Council already operates a website which reports on developments and hosts tools for practitioners.

www.shropshire.gov.uk/isa.nsf

The development of the offer is based on the following **principles**:

- Shared values
- Professional accountability to act
- Development of a learning culture
(Professional discourse, sharing of skills across professional boundaries, etc)
- Development of professional capacity and confidence
- Less prescriptive way of working
- Professional judgement and decision making
- Looks at service delivery from the perspective of the child's journey
- Enables quality, audit and governance

At the heart of the offer is the **Early Help Pathway**. It describes the flow of support from identifying need to receiving universal and/or targeted help. It also illustrates the interaction with specialist services, when concerns escalate.

The pathway can be accessed in flexible ways. For example:

- A parent, carer or support worker can contact the Family Information Service about support in their area.
- A parent, carer, or support worker can contact Shropshire Council's **Concerns Line**, where they can ask for a consultation with an **Early Help Advisor (a senior social worker)**.

A diagram of the pathway can be found on the Early Help webpage (see above).

The preferred assessment tool in the offer is the **Early Help Assessment Form** (EHAF).

A crucial element of the pathway is the **Early Help and Resource Panel**. This comprises operational managers and offers consultation and resource on finding solutions for cases which appear to be 'stuck'. The panel will discuss and agree which services and interventions best meet the needs of a child or young person. The benefit of this panel is to reduce duplication, avoid time delays and reduce waiting lists.

The panel will support children aged 5-19 and will link to an under-5's panel. It currently meets fortnightly. From September 2013, it will be made up of the

- The Council's Early Help Team Manager
- The Council's Targeted Youth Support Senior Practitioner
- A representative from CAMHS

- A representative from the Family Information Service
- The lead provider of the Early Help Commissioned Service
- A representative from the Family Solutions programme

The size of the panel is deliberately small. The panel will be committed to learning and communicating to find solutions with all potential providers. The role of the lead provider of the Early Help Commissioned service includes the link to other providers and to coordinate support outside the membership of the panel. It is therefore expected that the lead provider will know and understand how other providers can contribute to the offer.

The Early Years (under 5's) Early Help Panel (EYEHP) currently meets monthly and operates as central, north and south panels. It is made up of

- Representative of Children's Centre management
- Children's Centre Social Worker
- Health Visitor Coordinator
- Relevant Early Help Commissioned Service representation from Sept 2013

The EYEHP is under review and will be adapted to ensure alignment to the development of the 5-19 panel.

Professionals can refer to the panel when they have undertaken an assessment that identifies needs which cannot be met entirely within their own service area and it is unclear who can provide the best solution to meet those needs. Making an assessment prior to referral will ensure that the panel's discussion will be based on assessed need.

Referrals into the panel will be via a single referral form. Referrals will be quality assured prior to submission to the panel. Assessments and referrals which do not contain enough information will be discussed with the person making the referral. The person will be asked to undertake further work, so that the panel has enough evidence to reach a satisfactory conclusion.

Early Help services will focus on:

- Increasing the number of families who provide loving, caring and stable homes for their children;
- Contributing to the readiness of children to start school aged 5 years;
- Improving social relationships and behaviour of children and young people;
- Ensuring families can benefit from activities that encourage healthy lifestyles;
- Promoting good physical and mental health for both children and their family;
- Increasing the number of families taking up health visitor support and advice;
- Increasing the number of young people making sensible life choices with regard to sexual relationships;
- Ensuring families know what is available to them;
- Identifying and supporting families who require additional support;

- Encouraging families to develop life skills and improve and develop their existing skills that enable them to access education, training and employment;
- Encouraging families to become involved in the decision making process within their local area.

4.2. Shared values

Commitment to

- Work with target families and commitment to evidence that target families are being sought and reached.
 - Work in partnership with families, based on a 'Whole Family' approach.
 - Work in a holistic way to support better outcomes for children and young people.
 - Support is child-centred and premised on child's journey from needing to receiving help (as referred to in Munro Report, May 2011)
 - Seek evidence from children, young people and families to demonstrate that outcomes are being met.
 - Demonstrate how the Voice of the Child is heard and responded to in order for outcomes to be realised.
-
- Work with other professionals and the commissioning organisation in flexible partnerships, promoting a learning culture
 - Effective triaging of cases with colleagues and partners
 - Referrals & resources are prioritised on the basis of need, preventing escalation of need and on likely impact.
 - Staff and volunteers are supervised & developed
 - Develop new ways of providing services, including use of social media
 - Co-locate relevant staff in Multi-agency Teams where possible to enable effective decision making and targeting resources based on need by full engagement in EH and resource panel
-
- Work in the context of the Early Help Pathway, at Early Help Level.
 - Work within the context of a single point of contact
 - Respond to need by taking the lead and seeking solutions in collaboration with delivery partners.
 - Interventions are based on assessed need (i.e. Early Help Assessment) and child / family specific outcomes, routinely measured and progress reviewed, demonstrating evidence of outcomes and impact reviewed & developed based on impact
 - Interventions and tools are designed to enable self-help and to build resilience
 - Commit to the development of services that take account of co-production, that is evolving to develop community capacity to sustain support rather create or sustain service demand.
 - Achieve effective transitions in and from schools, Further Education Settings, Adult Services and Specialist services ('effective/seamless step up or step down')
 - Where possible move the emphasis to flexible and multifaceted delivery in localities.

4.3. Our commitment

We will support the commissioned service development through

- Information sharing via our website, newsletters, stakeholder meetings, enhanced Family Information Service
- An Early Help Implementation Enquiry Telephone Line
- Access to Early Help Training (e.g. analysis and decision making, Solihull Parenting Programme)
- Appointment of Early Help Advisers and Implementation Lead
- An Early Help And Resource Panel
- Development of tools and website
- Multi-agency co-location, where practical, including administrative assistance
- Broadening the reach of Targeted Mental Health Support (TAMHS)
- Promotion of role of Designated Safeguarding Leads in organisations
- Contribution to funding of this service for the duration of the contract.

5. Specification

We are using an outcomes based approach for this tender opportunity. What follows are the minimum requirements. Within the contract we expect to create a significant 'space' for local judgement and service innovation. The emphasis will be less on a prescriptive approach of inputs and meeting target but will focus on

- quality and results
- demand and the needs of the users
- use of efficient processes & interventions that best support these
- evidence to prove that activities make a difference

5.1. Requirements for the Early Help Commissioned Service

The service will support the following two elements:

- Targeted support at Early Help level to children young people (0-19) and their families who will have a wide range of needs. Examples include poor school attendance, behavioural problems, at risk of offending.
- Where parenting skills are compromised (e.g. domestic abuse, parents with substance misuse, mental health issues, hard to reach parents) provision of support is ensured to enhance parental access to services. By this we mean help parents navigate the complex world of professionals, to mentor, advocate and mediate on their behalf, to act as the lead professional when required and wherever possible encourage families to self-determine.

Aim: As a part of the Early Help Offer, the Early Help Commissioned Service will equip children, young people and their parents / carers with knowledge, awareness and skills to support this journey.

The following list illustrates what we mean by this, but is not intended to be prescriptive or comprehensive.

- Anger management skills
- Skills to build self-esteem
- Skills to improve school attendance
- Skills to improve relationships within families
- Skills to improve relationships with peers and the community
- Knowledge of parenting strategies and improved parenting skills

- Sexual health awareness
- Drug and alcohol awareness
- Skill building leading to prevention of offending behaviour, such as
 - Problem solving & consequential thinking
 - Victim empathy
 - Understanding the youth justice system and restorative justice
- Parenting support & advice to address emotional & behavioural concerns, including for those families where children are on the 'edge of care'.

The Early Help Commissioned Service can include a range of resources, interventions, activities and tools. These can include, but are not limited to

- Support workers, volunteers, social media, mentors for children and young people, mentors for parents
- One-to-one work, group work, social media support, telecommunication
- Emotional resilience work with children and young people and, where necessary, their parents
- Recruitment and training of volunteers through a managed network who would take on the coordinating / lead / professional role where required.
- Growing local volunteering and employment opportunities. This could include access to apprenticeships and work experience for the most vulnerable groups including young carers, looked after children (LAC), children leaving care (LCT) and children not in education, employment or training (NEET).



5.2. Responsibilities of the lead provider

We use the term lead provider loosely in this document, because we do not wish to preclude a particular model of service delivery. When we refer to lead provider we mean the organisation whose representative will be part of the Early Help and Resource Panel.

- Demonstrate awareness and understanding of need, resource analysis and implications for service delivery
- Instigate and develop working relationships with all other organisations, including Council provision and schools, who may contribute to the Early Help Offer.

- Be an effective member of the Early Help and Resource Panel: contribute to the panel's management through the coordination of support from own and partner organisations' resources.
- To ensure that the solutions can be tailored to the requirements of local communities based on need, demand, priorities and other local factors.

5.3. Types of interventions and activities

We have said that the aim of the service is to target vulnerable children and young people at Early Help Level and to equip them and, where relevant, their parents / carers with knowledge, awareness and skills so that children are safe, thriving and well prepared throughout the journey of childhood into adulthood.

We have described the long term outcomes this service will contribute to. We expect that the service will meet the child and family specific outcomes to be captured in a framework to be agreed by local stakeholders.

We have said that the service can use a range of resources and interventions to meet the local demand and to achieve those aims.

We do not wish to be more specific than that in order to give tenderers an opportunity to describe flexible, evidence-based solutions that meet the local demand and our aims.

5.4. Early Help Outcomes - children and young person centred outcomes

Our long-term outcomes are described on page 6 in section 3.

Providers will contribute to an agreed framework of Early Help outcomes, which will be governed through the Shropshire Stakeholder Group. These outcomes will include

- Child and family specific outcomes
- Outcomes linking to the long-term outcomes and of interest to Shropshire Safeguarding Children Board, Shropshire's Children Trust, Shropshire's Health & Wellbeing Board, Shropshire Council Members.

5.5. Relationship to other services

It is clear from the analysis in Section 8 that the needs of children and young people are varied and can be comprehensive. Our response to this is to commission a flexible, innovative service without specific age boundaries, without specific need boundaries, without specific geography boundaries. We believe that this can be achieved through collaboration and coordination and that this will result in flexible boundaries between services, as opposed to gaps between services that children can fall through.

For this reason, we expect that the lead provider will work proactively and collaboratively with other services supporting children and families. A list of current services can be found in section 10 of the Appendix.

We also expect that the lead provider will be able to coordinate their own resources with those of other providers in order to respond flexibly and timely to the needs of the children and young people.

In order to achieve the necessary degree of coordination and collaboration, we expect that a reasonable degree of information sharing has to be enabled. We believe that gaining consent from children and parents is an essential element of this. We would also expect that the lead provider will support the Early Help implementation in establishing an information sharing agreement with all providers.

Commissioning happens at a number of levels. We expect that services have a flexible approach to the role they can play. For example, a school can act as a provider, a sign poster or a commissioning organisation, if they want to buy support for their pupils.

6. Contract review, monitoring, measures

We will ascertain whether our investment and approach has been effective and whether we are making decisions based on outcomes.

The contract will be monitored on a quarterly basis. At a minimum, we wish to know who is accessing the service, how they have been supported and the impact of the support. We also wish to understand how the support contributes to the child's journey.

For this reason, we will require management information relating to

- Source of referrals and destination of any subsequent referrals
- Need, demand and characteristics of service users
- Types and volume of support and intervention
- Quality and impact, including the user and partner organisation perspective

7. Procurement process & tendering

As this service is a social service, it is considered as a Part B service under European Procurement Regulations.

The service is expected to operate from 1 September 2013 until 31 March 2015. The contract will include an extension period of 12-24 months, subject to performance, funding and other developments.

7.1. Timescales and dates

- From 2nd April, 6 weeks window for providers to submit tender applications.
- Tenderers can ask seek clarification until 8th May by emailing procurement@hsropshire.gov.uk. Responses of interest to all tenderers will be forwarded to all tenderers.
- **15th May, 12 noon deadline for submission of tenders**
- 26th June, optional date to meet with applicants to clarify submissions
- 28th June, preferred bidder is informed
- 1st July – 12th July, standstill period
- 15th July, contract award is confirmed
- 15th July – 31st August, 6 week handover period
- 17th July, Contract set up meeting, 14:00 - 16:00, SH – EDR2
- 13th August, Contract set up meeting, 14:00 – 16:00 – EDR1
- **1st September – start of EH commissioned services contract**

Potential applicants can seek clarifying information from procurement@shropshire.gov.uk from 2nd April until 8th May 2013. Unless the response is provider specific, clarification responses are usually collated and emailed to all tenderers.

7.2. Documents

The Council is using a competitive open tender process, where TUPE may apply. TUPE information will have been requested prior to 2nd April and should be available to potential providers from 2nd April.

The opportunity is known as SMN 001 and is be advertised on the Council's tender opportunity page:

www.shropshire.gov.uk/procurement.nsf/open/1A0F42A371DC199880256F6B005E2DEC

Applicants can request the tender documents by emailing procurement@shropshire.gov.uk

Applicants will be sent a

- Instructions for tendering
- Tender response document
- Specification document
- The Council's general terms & conditions for a services contract.

Applicants will be required to follow instructions precisely.

7.3. Evaluation of applications

Tenders will be evaluated on the answers they provide in the Tender Response Document.

Some award criteria are made up of pass/fail questions which will provide proof of compliance and expertise.

Tenders will then be evaluated by a panel of two commissioners and two Children Service Managers. Tenders will be judged against the award criteria, which are made up of quality (70%) and price (30%). The Tender Response Document describes how each criterion is weighted and marked.

Appendix

8. Needs analysis and reach data

(Source: Back to Basics review 2012, reach data for Ofsted 2012)

Geography

Shropshire is a predominantly rural county covering an area of 319,736 hectares (3197 square kilometres or 1235 square miles). The 2011 census statistics state there are currently 68,100 children and young people aged 0 – 19 years living in Shropshire, 22.4% of Shropshire's total population. 52900 children are aged 5 or over.

Births Information

In Shropshire Infant Mortality rate per 1000 live births in 2010 was 2.4% compared to a National average of 4.3%.

In 2010 of 687,007 live births nationally, 2,889 (0.4%) were in Shropshire.

Children with Disability

There are approximately 2000 children and young people who have a disability in Shropshire.

The number of children recorded on the Short Breaks database 2009 – 2012 were 1511 and those registered with the "All In" project were 398, and a further 778 children not registered with the All in project accessed the support.

In the first six months of 2012/13, 594 children with disabilities had Short Breaks.

Looked After Children

As of mid-September 2012 there were 207 Looked After Children who were the responsibility of Shropshire Council, 19% of LAC were under five years of age.

Social Care

There were 1984 referrals received in 2011-12 by Children's Social Care National Indicator (NI) 68 refers to children's social care referrals going on to initial assessment

In Shropshire this was 858, of these 823 (96%) were completed within 10 working days of referral.

Child Protection

By mid-September 2012 there were 199 children in the county with Child Protection Plans

Family Group Conferencing

Over 140 family group conferences took place in 2012/13.

Vulnerable Children and Young People

There were 764 Common Assessments (CAF's) completed in 2011/12, a decrease of 12% from 2010/11

There were 245 initial Team around the Child Meetings held in 2011/12, a decrease of 32% from 2010/11

40% of CAF episodes during 2011/12 were closed due to satisfactory outcomes being achieved

In the first six months of 2012/13,

- 75 over 5 year olds received targeted support in children centres
- 216 children and young people were supported by the Council's Targeted Youth Support
- 359 of over 5 year olds received targeted support from externally commissioned family support workers or volunteers (Barnardo's, Home-Start)
- 284 young carers received targeted support (British Red Cross)
- This means that these services reached 4.6% of the population over a six months period. In 2011/12, these services reached 13% of the population over a 12 months period.

Children Living In Poverty

NI 116 measures the proportion of children who live in families who receive out of work benefits and working families whose income is below 60% of the average income. In Shropshire, approximately 6,995 (13.9%) of children live in poverty, according to this definition.

Teenage pregnancy

The conception rate for the year 2011-12 was 21.1 per 1000.

Children's Centres

In 2011 - 12 the overall number of Children Centres members and families who accessed services was 4159.

In the first six months of 2012/13, 75 over 5 year olds received targeted support in children centres.

Not in Education, Employment or Training (NEETs)

In March 2012 there were 304 young people not in education, employment or training.

Targeted Mental Health in Schools (TAMHs)

76% of all schools have accessed TAMHs training and are providing support to children.

Family Information Service (FIS)

During 2011-12 there were 6673 requests for information made to the FIS; this was a 4% increase on 2010-11 figure of 6407, which was a 36% increase on 2009-10 figure of 4707.

Domestic Abuse

July 2011 to June 2012 saw 914 reported substantive Domestic Abuse crimes, compared to 810 for the same period in 2010/11. In the period 2011/12 117 Domestic abuse crimes were solved.

The Multi-Agency Risk assessment Conference (MARAC) process started in Shropshire in October 2006. In the 12 months June 2011 to July 2012 there have been 118 referrals to MARAC, 28 of those being repeat cases.

Attainment

NI 75 measures the achievement of 5 or more A*- C grades at GCSE or equivalent including English and Maths. In 2011 59.9% of Shropshire pupils attained these grades compared to a national average of 58.9%

Of Shropshire pupils with Special Educational Needs 20% achieved 5 A*- C GCSE including English and Maths compared to a national average: 24.7% (2011)

Of our pupils with Special Educational Needs 20% achieved Key Stage 2 English and Maths in 2011 compared to a national average of 15%.

Early Years Foundation Stage

In the 2011 Early Years Foundation Stage assessments, Shropshire children achieved well with 65% gaining 78 or more points across the 13 assessment areas.

Childhood Obesity

In 2010-2011 the prevalence of obesity at reception age was 23.9% compared to a national average of 22.6% and the prevalence of obesity in Year 6 was 31.7% (national average of 33.4%)

Youth Offending

In 2011 there were 514 first time entrants to the Youth Justice System aged 10 – 17 compared to a national average of 876.

The Council's DIVERT project, delivered by YSS, received 86 referrals in the period from January 2012 to December 2012. The project's workload for the year was 164 children and young people.

Drug Treatment Service

For 2010/2011 the number of parents in effective DOMES adult drug treatment was 153 (28%), compared to regional figures of 23% and national figures of 33%. It is important to note Shropshire has a higher proportion of parents who do not live with their children than the national figure.

The Adult Drug Treatment System – (Drug Interventions Team) reported 38 parents in effective treatment (18%)

Young People's Substance Misuse Team

According to needs assessment data in 2010-2011 a total number of 69 young people were referred to Young people's Substance Misuse Services; of these 30 (43%) were aged under

16 and 39 were aged 16 years old or older (57%). In the same year a total of the 121 young people were recorded in treatment and 54 young people left treatment.

Jan to Mar 2012 showed a total of 101 young people were in contact with young people's treatment services.

The main substance used by young people at referral breaks down as

- Stimulants (12)
- Cannabis & alcohol (5)
- Alcohol only (5)
- Cannabis Only (1)

62.5% (10 of the 16 referrals) of the Children and Family Services referrals were for males
83% (5 of the 6 referrals) referrals from the Looked After Service was for females

Parent Support Training

We estimate that in the last 12 months up to 200 parents have accessed a support group over a six week period (Triple P). We estimate that up to 100 parents joined a one-off support group (Triple P).

The Council is currently trialling the Solihull Approach to support parents.

Autism related needs

- The National Autistic Society reports that autism is much more common than many people think. Their national statistics suggest that nearly 700 children and young people may be affected by autism at any one time in Shropshire.
- Autism West Midlands supports on average 240 children and young people per year in Shropshire.
- The CAMHS team reports that the number of children recorded on its database with a diagnosis of autism has stabilised around 100 per year since 2009.

Shropshire's Joint Strategic Needs Analysis (JSNA) www.shropshire.gov.uk/jsna.nsf

9. Resource analysis

139 primary schools

32 secondary schools

2 specialist schools (Severndale, Woodlands)

31 Children centre bases

5 Multi Agency Team bases

(Shrewsbury, Oswestry, Market Drayton, Broseley, Craven Arms)

45 GP Practices

Shropshire Children and Young People Summit is a forum for voluntary community sector representatives who support children and families. We believe that the forum currently represents 40 VCS organisations.

Resources are also identified in Shropshire's Joint Strategic Needs Analysis (JSNA)
www.shropshire.gov.uk/jsna.nsf

11. Other services contributing to Early Help Offer

(This list comprises closely related services and is not exhaustive; there are other services and resources which contribute to the offer)

Information for Shropshire Families (0-19) FIS is a statutory service delivered by Shropshire Council. It provides free and impartial information on all aspects of family life for parents and carers of children. Aspects include activities for children and families, money matters, childcare, housing and many more.	Family Information service (FIS)
Access to leisure time activities (10-19) A statutory service, currently delivered by Shropshire Council, to improve well-being, develop social and emotional capabilities, build resilience. Has a universal and a targeted element, prioritising vulnerable groups such as disabled, gay, lesbian children and young people.	Positive Activities
Access to information, advice and guidance on learning and work (13-19)	IAG about learning and work
Targeted Mental Health Support (5-16) Promotion of emotional health & wellbeing to children and young people, families and professionals, using strategies to promote confidence & resilience. For example: SEAL (social and emotional aspects of learning), SUMO (stop, understand and move on), STAR (Skills treasure ambitions roles), emotional management tools	TAMHS

Shropshire Council supports this way of working and supports the development by providing training. All Shropshire schools have accessed the training.	
Family support workers target vulnerable families with children aged 0-5. This service is currently delivered by Shropshire Council.	Children Centres
Three coordinators provide support to parents and children (0-19) with autism related traits in the community and at home.	Autism West Midlands
Support for children (18 months – 16) in shelter & via outreach. Support can be one-to-one, play groups, creches, help with homework, outings. Currently delivered by Shropshire Housing Association.	Support for children of mothers in domestic violence shelter
Support workers give advice and help for children (13-19). Currently delivered by a range of agencies.	Young People Substance Misuse Team
Support workers to prevent escalation of needs relating to substance misuse, offending, homelessness, underachieving (13-19). This service is currently delivered by Shropshire Council.	Targeted Youth Support
<p>Links to Troubled Families Initiative (no age criteria applies)</p> <p>The programme is about making positive change by helping families to take responsibility for their own issues, ambitions and sustainable solutions. It targets 455 families in Shropshire.</p> <p>This could be applicable to households who reach the national 3 of 4 criteria:</p> <ol style="list-style-type: none"> 1) Someone within the household who is involved in anti-social behaviour or an under 18 year old involved in crime. 2) Household affected by truancy or exclusion from school 3) Household with one adult who is on out-of-work benefits 4) Household causing a high-cost to taxpayers <p>This service is currently coordinated by Shropshire Council.</p>	Family Solutions Programme
Supports families by mediating in Family Group Conferences. This service is currently delivered by Mediation Works.	Family Group Conferencing
<p>Child and Adolescent Mental Health Service</p> <p>The specialist Tier 3 service is currently delivered by Shropshire Community Health Trust.</p>	CAMHS

Social Care (0-18) currently provided by Shropshire Council.	Children Safeguarding Services



INSTRUCTIONS FOR TENDERING

**SMN 001 – EARLY HELP
COMMISSIONED SERVICE**

Shropshire Council Instructions for tendering

Contract Description:

The Service we wish to commission will be part of Shropshire's Early Help Offer and will work within the Early Help Pathway and through collaboration with other services.

The Council is seeking applications from Expert Service Providers who will be responsible for the delivery of the Early Help Commissioned Service in its entirety and expert pre-contract advice. The possible models for delivery include, but are not limited to:

- Deliver the service as a single provider
- Deliver the service as a legal entity representing a consortium of Providers
- Deliver parts of the service and take on the role of lead provider, responsible for coordinating other parts of the service in partnership with other providers

The contract will commence on 1st September 2013 and end on 31st March 2015. The contract will include an extension period of 12-24 months, subject to performance, funding and other developments.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of an Early Help Commissioned Service as detailed in the Tender Response Document. The contract will be for a period of **19 months** commencing on the **1st September 2013**. The contract will include an extension period of 12-24 months, subject to performance, funding and other developments.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council 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.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.0 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** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in

pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 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.

3.2.8 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.

3.2.9 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 if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire 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, 15th May 2013. 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 (Delete if not applicable)**
- 6.1** Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. 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 can be requested by signing the enclosed TUPE Confidentiality Letter and emailing it to procurement@shropshire.gov.uk

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 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 in writing with [REDACTED] Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract 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 (in writing), in any event not later than **8th May 2013**.
- 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 ITT.

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.

10.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may 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.

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 General Terms and Conditions 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 the lowest or 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 arrangement being **1st September 2013**.

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 our authorised representative, accept these Instructions to Tender as creating a contract between ourselves 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

SMN 001 – EARLY HELP COMMISSIONED SERVICE

[REDACTED]

[Date] 2013

[NAME]

Your ref: *

Our ref: *

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DATED THIS DAY OF

Signature (as in Form of Tender)

Duly authorised to sign for and on behalf of the Tenderer (print full name and address of Tenderer)

Please return to procurement@shropshire.gov.uk



Tender Response Document

SMN 001 – EARLY HELP COMMISSIONED SERVICE

Name of TENDERING
ORGANISATION
(please insert)

Youth Support Services (YSS)LTD

Shropshire Council Tender Response Document

Contract Description:

The Service we wish to commission will be part of Shropshire's Early Help Offer and will work within the Early Help Pathway and through collaboration with other services.

The Council is seeking applications from Expert Service Providers who will be responsible for the delivery of the Early Help Commissioned Service in its entirety and expert pre-contract advice. The possible models for delivery include, but are not limited to:

- Deliver the service as a single provider
- Deliver the service as a legal entity representing a consortium of Providers
- Deliver parts of the service and take on the role of lead provider, responsible for coordinating other parts of the service in partnership with other providers

The contract will commence on 1st September 2013 and end on 31st March 2015. The contract will include an extension period of 12-24 months, subject to performance, funding and other developments.

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], Procurement Manager on 01743 252993 or via email quoting the contract reference 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		
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D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
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G	Accreditations and Skills Level	23
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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
Section G / Q 1	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

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

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 30% (300 marks)		
Section H / Q 1.1	Price	15% / 150 max marks
Section H / Q 1.2	Financial detail & approach	15% / 150 max marks
Total for price		30% / 300 max marks
Quality 70% (700 marks)		
Section H / Q 2.1	Delivery Model - description	15% / 150 max marks
Section H / Q 2.2	Delivery Model - rationale	10% / 100 max marks
Section H / Q 2.3	Lead provider approach	10% / 100 max marks
Section H / Q 2.4	"Hard to reach family" approach	10% / 100 max marks
Section H / Q 2.5	Outcomes approach	10% / 100 max marks
Section H / Q 2.6	Social Value approach	5% / 50 max marks
Section H / Q 2.7	Case study question	10% / 100 max marks
Total for quality		70% / 700 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 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.

The tender receiving the highest mark for quality will receive the full % available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

Price Evaluation and scoring

Section H – Q 1.1

The tender with the lowest nominal average price for the highest number of eligible children will receive the maximum mark for price being 150.

Tenders with higher nominal averages will receive a % of the maximum mark that represents the difference in cost between that tender and lowest nominal average price per eligible child tender.

Section H – Q 1.2

This question relates to price and finance, but will be scored using the quality scoring scheme.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for SMN001 – Provision of an Early Help Commissioned Service

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of an Early Help Commissioned Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed

Name..... [REDACTED]

Date ...7 May 2013

Designation [REDACTED]

Company.....Youth Support Services (YSS) Ltd.....

Address ...3, Ryelands Business Centre, Rylands Lane, Elmley Lovett, Worcs.

Post CodeWR90PT.....

Tel No01299 252 300.....

Fax No 01299 253897.....

E-mail address

... [REDACTED]
.....

Web address

.....www.yss.org.uk.....

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 of 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 ofYouth Support Services (YSS) Ltd.....)

Date7 May 2013

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 ofYouth Support Services (YSS) Ltd)

Date7 May 2013

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?

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..... [REDACTED]

Signed (2) Status.....Director.....




(For and on behalf ofYouth Support Services LTD(YSS).....)

Date7 May 2013

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Youth Support Services Ltd (YSS)</p> <p>Address: Unit 3, Ryelands Business Centre Rylands Lane Elmley Lovett Worcs</p> <p>Postcode:WR90PT</p> <p>Tel: 01299 252 300</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: as above</p> <p>Postcode:</p> <p>Company registration number: [REDACTED]</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: [REDACTED]</p> <p>Correspondence Address: as above</p> <p>Postcode: WR90PT</p> <p>Tel: 01299 252 301</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>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: 1986. Became independent registered charity : 2000	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company: n/a</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been providing targeted / preventative support for vulnerable children and young people?</p> <p>.....  years</p>	
2.5	<p>Total number of employees: </p>	
2.6	<p>Total number of employees engaged solely in the provision of targeted / preventative support for vulnerable children and young people?</p> <p></p>	

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 Zurich</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>.....</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 Zurich.....</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>[REDACTED]</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

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>Account s 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>2010/11</td><td>£..... [REDACTED]</td><td>£..... [REDACTED]</td><td>YES</td></tr> <tr> <td>2011/12</td><td>£ ... [REDACTED] ...</td><td>£... [REDACTED]</td><td>YES</td></tr> <tr> <td>2012/13</td><td>£..... [REDACTED]</td><td>£..... [REDACTED]</td><td>YES</td></tr> </tbody> </table> <p>Profit/Loss figures are surpluses/deficits to charity unrestricted reserves and do not include restricted movements to profit and loss in each year.</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2010/11	£..... [REDACTED]	£..... [REDACTED]	YES	2011/12	£ ... [REDACTED] ...	£... [REDACTED]	YES	2012/13	£..... [REDACTED]	£..... [REDACTED]	YES
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2010/11	£..... [REDACTED]	£..... [REDACTED]	YES																		
2011/12	£ ... [REDACTED] ...	£... [REDACTED]	YES																		
2012/13	£..... [REDACTED]	£..... [REDACTED]	YES																		
	<p>Please show below your company's turnover in the provision of targeted / preventative support in the last two financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th>Turnover in relation to targeted / preventative support</th></tr> </thead> <tbody> <tr> <td>2010/11</td><td>£... [REDACTED]</td></tr> <tr> <td>2011/12</td><td>£... [REDACTED]</td></tr> <tr> <td>2012/13</td><td>£... [REDACTED]</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to targeted / preventative support	2010/11	£... [REDACTED]	2011/12	£... [REDACTED]	2012/13	£... [REDACTED]												
<u>Year</u>	Turnover in relation to targeted / preventative support																				
2010/11	£... [REDACTED]																				
2011/12	£... [REDACTED]																				
2012/13	£... [REDACTED]																				

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.	

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. None	
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
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:</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>	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>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.)</p> <p>Building and fire risk assessments for all sites Risk Assessments for any activities Risk assessment for working with each service user</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</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>	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work	YES

	(c) Health & Safety Performance	YES YES						
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>[REDACTED]</p>	YES						
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>[REDACTED]</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	YES						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>[REDACTED]</p>							
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>[REDACTED]</p>							

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 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></p>	

2.	Equal Opportunities	
*	<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></p>	

	http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/ <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/	
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; 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> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></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.	



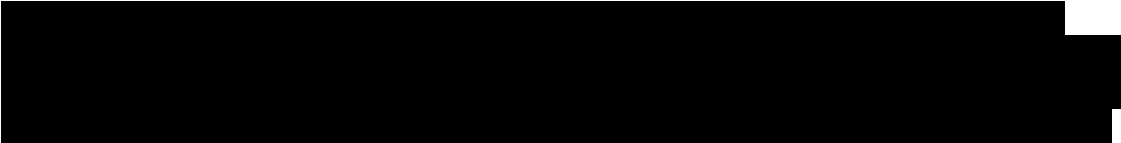
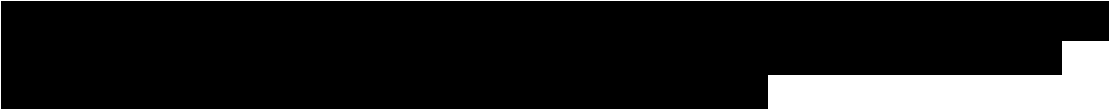
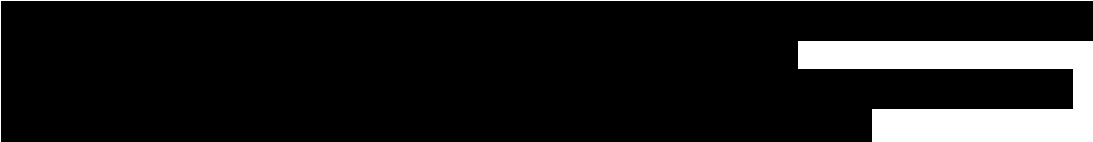
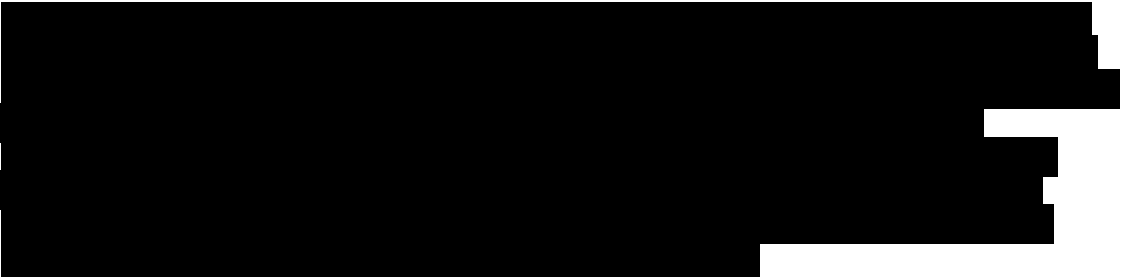
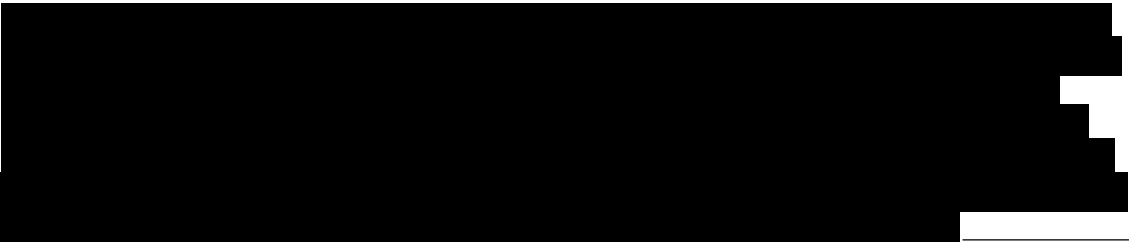
	n/a	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details. n/a	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <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>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>EO policy and Recruitment policy</p>	
2.9	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>Provide evidence of the above.</p> <p>EO policy and grievance procedure</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. n/a</p> <p>Confirmed</p>	YES/NO

Section F: Contract Experience and References

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 Telephone Number & email address	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]

6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2.	
2.1	<p data-bbox="264 208 1358 342">Please set out below why you feel your organisation is well placed to undertake this contract. 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 the required services?</p> <div data-bbox="264 376 1390 651"></div> <div data-bbox="264 678 1390 987"></div> <div data-bbox="264 1014 1390 1155"></div> <div data-bbox="264 1182 1378 1290"></div> <div data-bbox="264 1317 1362 1458"></div> <div data-bbox="264 1485 1390 1760"></div> <div data-bbox="264 1787 1398 2027"></div>

[illegible]

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

[illegible]

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Section G: **Accreditations and Skills Level**

[illegible]

	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates. – ALL OF THE ABOVE				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO

Section H:

Tender Schedule

1.	Pricing Schedule (30% weighting) (You are not allowed to alter the format of the questions)			
1.1 <div style="background-color: black; width: 20px; height: 10px; margin-bottom: 5px;"></div>	Please describe your income model for year 1 <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div>			
	Funding from Shropshire Council	Funding you can add from other sources	Estimated number of eligible children who can be supported	Nominal average per eligible child: divide Shropshire Council funding by estimated number of eligible children
	<div style="background-color: black; width: 50px; height: 15px;"></div>	<div style="background-color: black; width: 50px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 30px; height: 15px;"></div>
	Please describe your income model for year 2 (1 Apr. 2014 – 31 March 2015)			
	Funding from Shropshire Council	Funding you can add from other sources	Estimated number of eligible children who can be supported	Nominal average per eligible child: divide Shropshire Council funding by estimated number of eligible children
	<div style="background-color: black; width: 50px; height: 15px;"></div>	<div style="background-color: black; width: 50px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 30px; height: 15px;"></div>

1.2

We want to understand how you are planning to use the funding to secure sustainable front line resources for the service. Please provide a breakdown of the costs for each of the four headings. **(5%)**
(Where necessary, please add lines between headings)


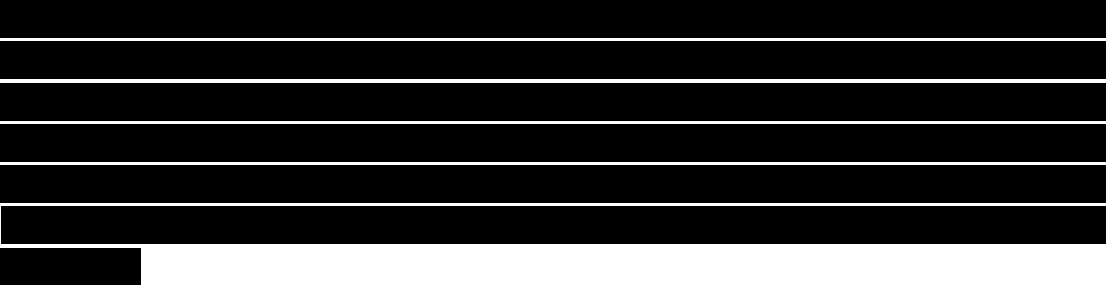





Please describe

Resource	Staff – full time equivalent	Full cost per annum
		£
Management:		
Project Manager		
Delivery staff:		
TUPE		
Team Manager/Senior		
Case workers/Volunteer Co-ordinators		
Project Administrator		
SPC – commissioned services		
Discretionary fund		
Associated with staff & volunteers		
Travel		
Volunteer costs		
Mobiles, stationery, consumables		
Associated with back office		
Contract Management		
Overheads(Backoffice, HR, finance, IT, insurances, legal,audit)		
Evaluation/SROI		
Total		

	<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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	<p>We want to be confident that your organisation has a thorough and sound approach to financial governance and budget management (5%).</p>
	<p>Please describe your arrangements and processes for</p>
	<p>Financial governance</p>
	<div></div>
	<div></div>
	<div></div>
	<p>Budget management</p>
	<div></div>
	<div></div>

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2.	Quality Response (70% weighting)
2.1	<p data-bbox="268 241 1316 280">Please describe your model for delivery clearly. Include, but not limited to,</p> <div data-bbox="164 315 209 344"></div> <div data-bbox="279 315 1407 353" style="border: 1px solid black; padding: 2px;">Description of your model for delivery</div> <div data-bbox="279 423 1390 707"></div> <div data-bbox="279 736 1390 1184"></div> <div data-bbox="279 1214 1018 1254"></div> <div data-bbox="279 1281 1390 1525"></div> <div data-bbox="279 1554 1390 1883"></div> <div data-bbox="279 1910 1390 2033"></div>

[illegible]

[illegible]

[illegible]

[illegible]

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	Use of resources from other organisations
	<div></div>
	Use of local resources
	<div></div>
	Access for service users & stakeholders
	<div></div>
	Link to Early Help Pathway & Early Help and Resource Panel
	<div></div> <div></div>
	Geographical cover
	<div></div> <div></div>

[illegible]

	<ul style="list-style-type: none">█ [REDACTED]█ [REDACTED]█ [REDACTED]█ [REDACTED]
	Financial arrangements
	[REDACTED]
	[REDACTED]
	Sustainability
	[REDACTED]
Implementation: timeline and steps	
<ul style="list-style-type: none">█ [REDACTED]█ [REDACTED]█ [REDACTED]	
Other aspects you wish to describe	

	<div></div>
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2.2	<p>Please explain the rationale for your model: how your model will meet the demands, aims and challenges of the service and provide evidence to support your explanation.</p>
	<div data-bbox="264 293 1270 367"></div> <div data-bbox="264 400 1382 723"></div> <div data-bbox="264 757 1382 1010"></div> <div data-bbox="264 1043 1382 1366"></div> <div data-bbox="264 1400 1382 1722"></div> <div data-bbox="264 1756 1382 2022"></div>

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	<div><div></div><div></div><div></div></div>
2.3	<div><div>From section 4.1 of the specification:</div><div><div></div><div></div><div></div><div></div><div></div></div></div>

	<div>[REDACTED]</div> <div>[REDACTED]</div>
2.4	<p>Section 8 provides a local need analysis.</p> <div>[REDACTED]</div> <p>In your view, what would be a 'hard to reach family' in Shropshire? Please provide evidence of your experience, approach and effectiveness to engaging these families?</p> <div>[REDACTED]</div> <div>[REDACTED]</div>

	<div>[REDACTED]</div>
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	<div>[REDACTED]</div>
	<div>[REDACTED]</div>
	<div>[REDACTED]</div>

	[REDACTED]
	Please provide evidence of your experience, approach and effectiveness to engaging these families?
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

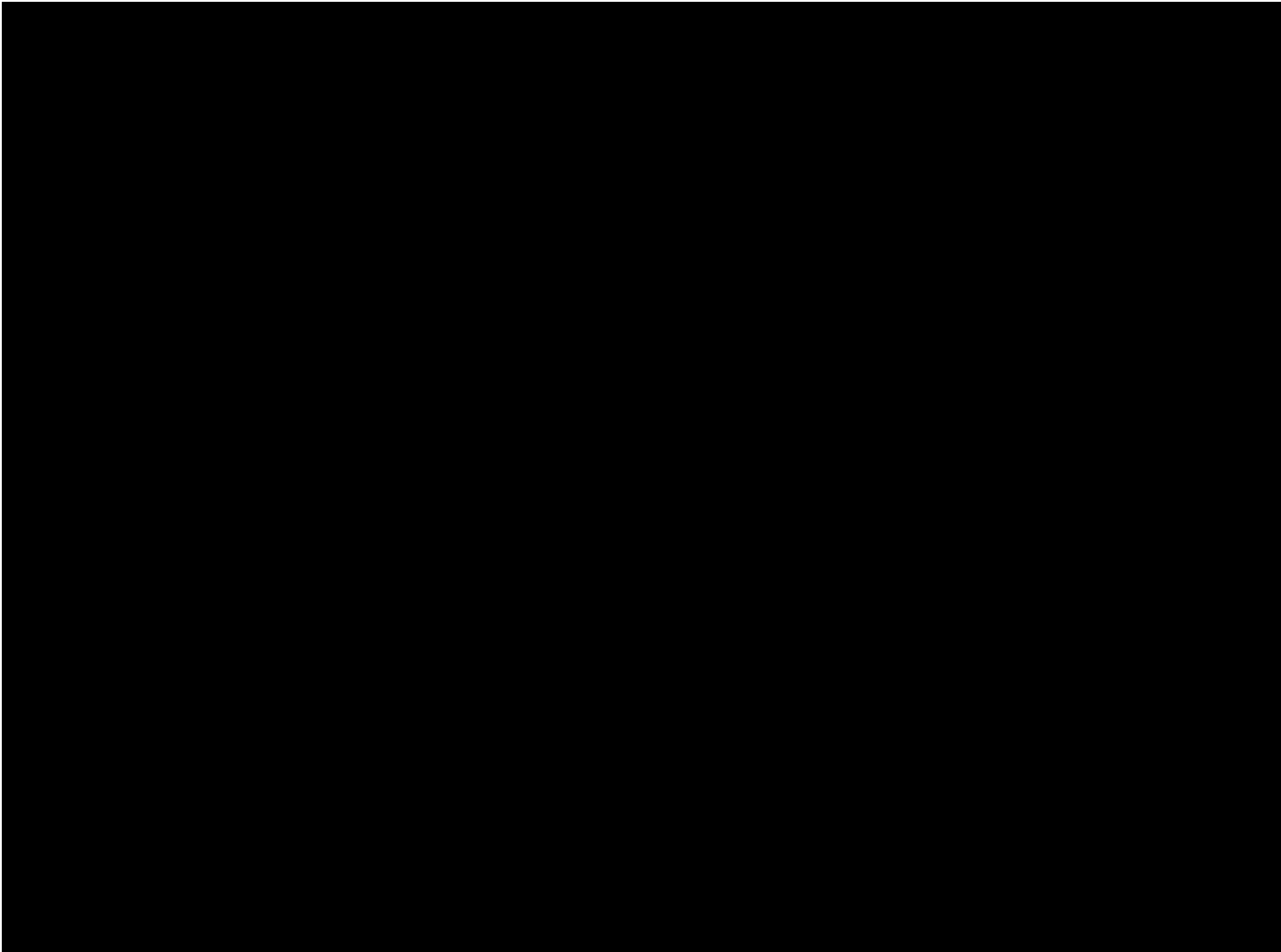
	<div style="background-color: black; height: 80px; width: 90%; margin-bottom: 10px;"></div> <div style="background-color: black; height: 60px; width: 90%;"></div>
2.5	<p>From section 5.4 of the specification:</p> <div style="background-color: black; height: 100px; width: 90%; margin-top: 10px;"></div> <div style="margin-top: 10px;"> What child specific outcomes and long-term outcomes would you develop for this service? </div>

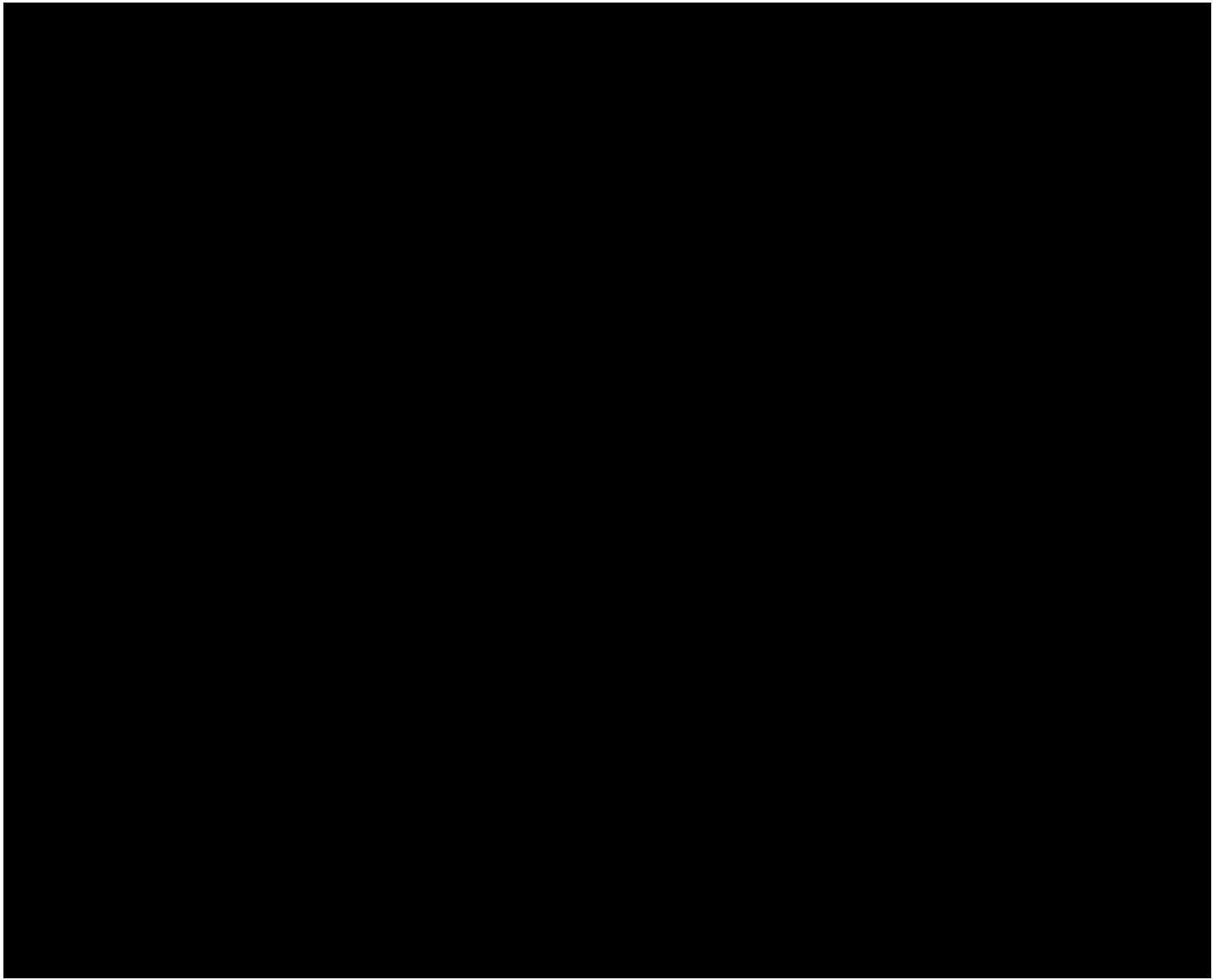
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

	<div data-bbox="276 147 655 185" data-label="Text"> <p>[REDACTED]</p> </div>
<p>2.6</p> <div data-bbox="164 544 199 577" data-label="Image"> </div>	<p>The Public Services (Social Value) Act 2012 came into force on 8 March 2013. Social value asks the question: “If £1 is spent on the delivery of services can that same £1 be used to also produce a wider benefit to the community?” (Source: www.socialenterprise.org.uk)</p> <p>How would the wider community benefit from your approach to the service? Your response can include, but is not limited to, economic, social and environmental benefits.</p> <div data-bbox="263 797 1406 976" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 1012 1406 1155" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 1191 1406 1440" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 1476 1406 1798" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 1834 1406 1942" data-label="Text"> <p>[REDACTED]</p> </div>

2.7 ■	<p>We want to understand how you would apply your approach to a specific situation. Case Study question:</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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Youth Support Services Ltd
Unit 3 Ryelands Business Park
Rylands Lane
Elmley Lovett
Worcestershire
WR9 0PT

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 12th June 2013

Dear Sirs

SMN001 – EARLY HELP COMMISSIONED SERVICE

SUBJECT TO CONTRACT

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

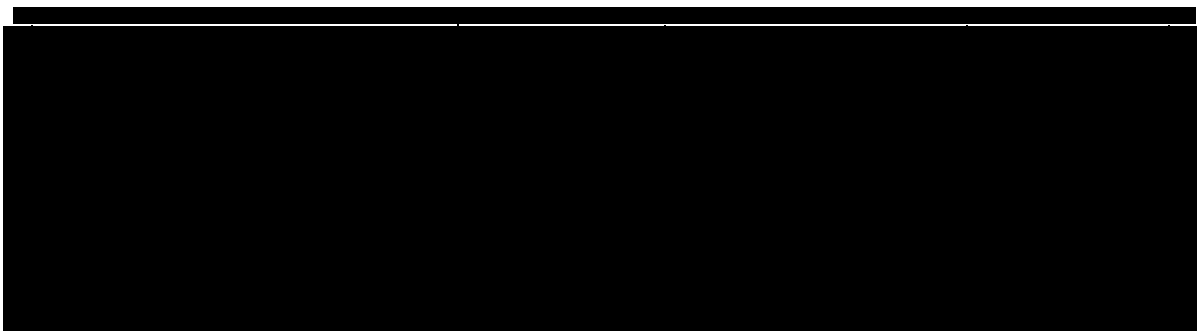
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed contract as set out in your recent tender.

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 Monday 24th June 2013.

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 contract after the expiry of the standstill period.

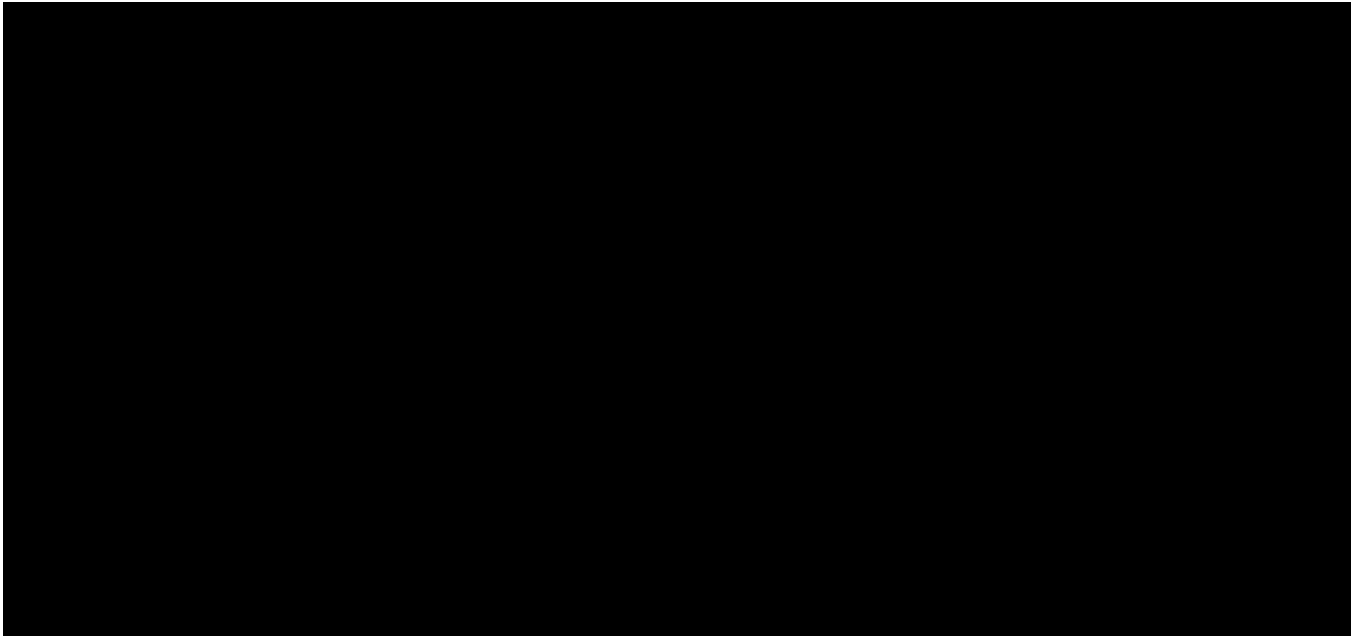
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 70% and price for 30% of the total marks.

We can confirm that your tender received the following scores and ranking:-



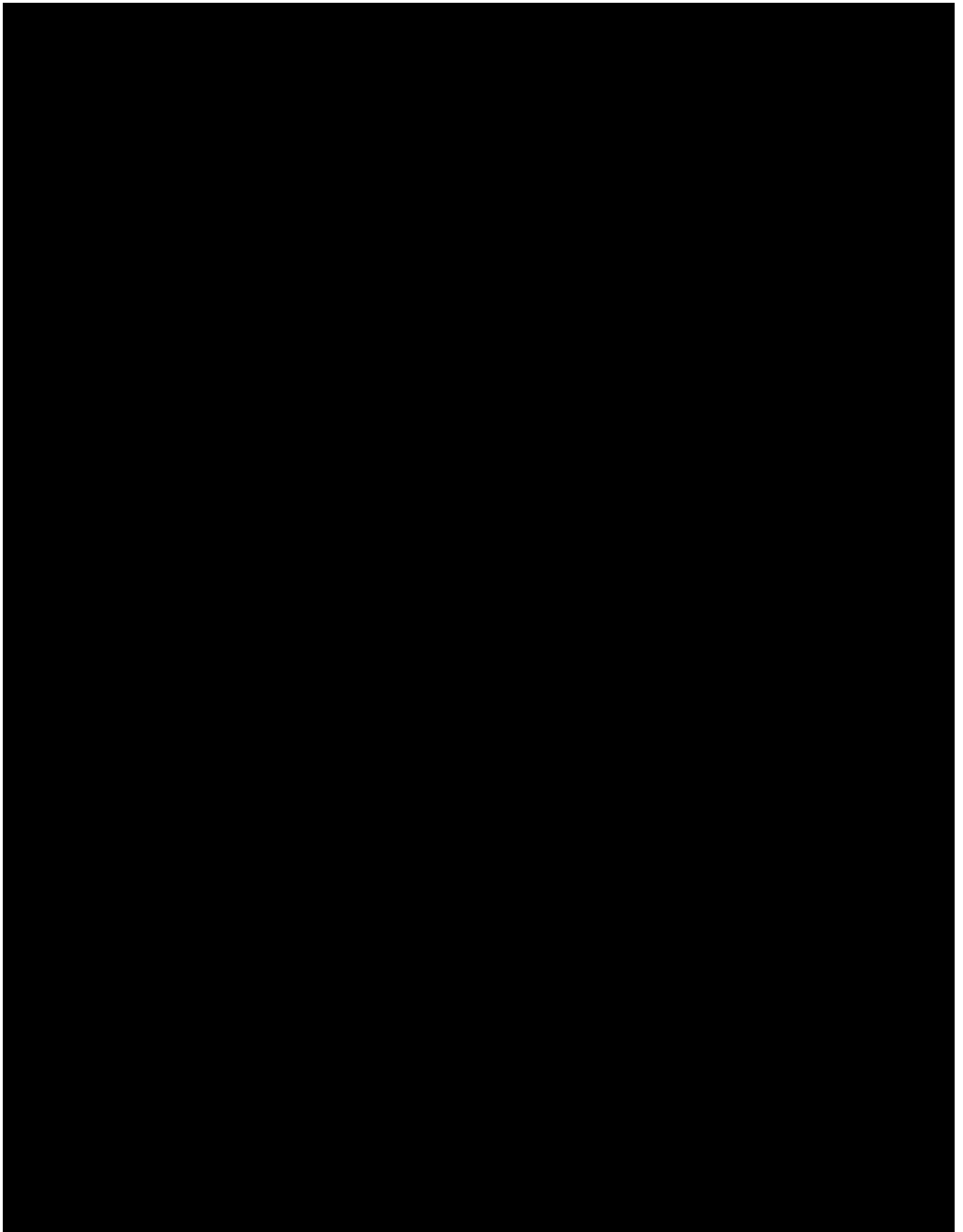
commercial info

Please find details of the marks allocated to you for Financial Detail & Approach and reasoning behind the marks: -



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

commercial info



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

Yours faithfully

personal info



Commissioning & Procurement

personal info

[REDACTED]
Youth Support Services Ltd
Unit 3 Ryelands Business Park
Rylands Lane
Elmley Lovett
Worcestershire
WR9 0PT

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 27th June 2013

Dear Mr Smith

**SMN001 – EARLY HELP COMMISSIONED SERVICE
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

I am pleased to inform you that, having received no notice of challenge during the mandatory standstill period that expired at midnight on Monday 24th June 2013, Shropshire Council proposes to accept your offer for the Proposed Contract as set out in our previous letter to you dated the 12th June 2013.

The information provided by the invitation to tender documentation and your tender response will form the basis of this contract. This contract is subject to Shropshire Councils Terms and Conditions for Children's Service contracts together with our invitation to tender documentation, copies of which you have already received and your tender response.

The contract will commence on 1st September 2013 and end on 31st March 2015. The contract will include an extension period of 12-24 months, subject to performance, funding and other developments.

We will now prepare a contract for both parties to sign and this will be forwarded to you in due course to execute.

We propose to meet with you on Tuesday 02nd July 2013 at 2.00pm at Shirehall to put in place arrangements for the contract start date of 1st September 2013. Please contact me on 01743 253795 or [REDACTED] to confirm your attendance.

Yours faithfully

[REDACTED]
Commissioning & Procurement