

## **UK-Shrewsbury: Social work services with accommodation.**

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### Section I: Contracting Authority

#### I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Contact: Nigel Denton - Procurement Manager

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

#### I.2) Type of the contracting authority:

Regional or local authority

#### I.3) Main activity:

General Public Services

#### I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

### Section II: Object Of The Contract: SERVICES

#### II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: EMC 027 - Specialist Residential Care Services for Looked After Children

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

Service Category: 25

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves a public contract

#### II.1.5) Short description of the contract or purchase:

Social work services with accommodation. Shropshire Council on behalf of its Children's Services Directorate seeks to procure the provision of this service externally.

The service will provide specialist residential care for some of Shropshire Council's Looked After Children and young people, aged 8-17 at time of admission.

The service excludes educational provision.

The service excludes emergency care placements.

The needs of our looked after children are diverse. We seek to establish a number of block contracts with different providers to achieve a diverse offer of residential settings. Each block contract will have the option to spot purchase additional beds based on the council's need.

The age range for this service will be 8-17, at time of admission. Some children and young people will have challenging emotional and/or behavioural disorders. Some will have a tendency to engage in risky behaviour. Many will have an Education – Health – Care plan.

Successful tenderers will become part of the corporate family and will be equally accountable for ensuring that they achieve best outcomes for children in their care.

As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and

economic impact of the proposed contract.

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article 74 being Social Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment)

Regulations '2006 ('TUPE') may apply to this contract.

The contract will be for an initial period of 3 years with an option exercisable on behalf of the council to extend for a maximum further period of two times twelve months.

II.1.6) Common Procurement Vocabulary:

85311000 - Social work services with accommodation.

II.1.7) Information about Government Procurement Agreement (GPA):

The contract is covered by the Government Procurement Agreement (GPA): No

II.1.8) Lots:

This contract is divided into lots: No

II.1.9) Information about variants:

Variants will be accepted: No

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:

Not Provided

II.2.2) Options: No

II.2.3) Information about renewals:

This contract is subject to renewal: No

II.3) Duration Of The Contract Or Time-Limit For Completion

Starting: 01/09/2015

Completion: 31/08/2018

Information About Lots

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required:

See tender documents

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

See tender documents

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

Joint and severable liability

III.1.4) Other particular conditions:

The performance of the contract is subject to particular conditions: Yes

If Yes, description of particular conditions:

See tender documents

III.2) Conditions For Participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

See tender documents

III.2.2) Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:

See tender documents

Minimum Level(s) of standards possibly required:

See tender documents

III.2.3) Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:

See tender documents

III.2.4) Information about reserved contracts: Not Provided

III.3) Conditions Specific To Service Contracts

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: Not Provided

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: No

Section IV: Procedure

IV.1) Type Of Procedure

IV.1.1) Type of procedure: Open

IV.2) Award Criteria

IV.2.1) Award criteria:

The most economically advantageous tender in terms of

The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2) Information about electronic auction:

An electronic auction will be used: No

IV.3) Administrative Information

IV.3.1) File reference number attributed by the contracting authority: EMC 027

IV.3.2) Previous publication(s) concerning the same contract: No

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

Date: 28/05/2015

Payable documents: No

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

Date: 29/05/2015

Time: 12:00

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

IV.3.7) Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8) Conditions for opening tenders

Not Provided

Section VI: Complementary Information

VI.1) This Is A Recurrent Procurement: Yes

Estimated timing for further notices to be published: 5 years

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be

awarded on the basis of the most economically advantageous tender.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services-with-accommodation./747Q5KM648>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/747Q5KM648>

GO-201549-PRO-6509958 TKR-201549-PRO-6509957

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Not Provided

VI.4.2)Lodging of appeals: The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

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

Not Provided

VI.5) Date Of Dispatch Of This Notice: 09/04/2015

#### ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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.

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

**Commissioning & Procurement**

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: [REDACTED]

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

**EMC 027 – SPECIALIST RESIDENTIAL CARE SERVICES FOR LOOKED AFTER CHILDREN  
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Invitation to Tender – Commissioning Intentions & Specification Document
5. TUPE Confidentiality Letter

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. 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 29<sup>th</sup> May 2015**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

### European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 9th April 2015 to appear in the Supplement to the Official Journal of the European Union.

### 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.

**Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).**

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

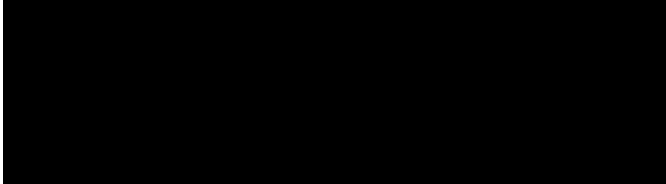
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response

personal info

Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

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

Yours faithfully



Procurement Manager  
Commissioning & Procurement  
Enc



## **INSTRUCTIONS FOR TENDERING**

**EMC 027 – SPECIALIST  
RESIDENTIAL CARE SERVICES  
FOR LOOKED AFTER CHILDREN**



## Shropshire Council Instructions for tendering

### **Contract Description:**

#### **Specialist Residential Care Services for Looked After Children**

Shropshire Council on behalf of its Children's Services Directorate seeks to procure the provision of this service externally.

The service will provide specialist residential care for some of Shropshire Council's Looked After Children and young people, aged 8-17 at time of admission.

The service excludes educational provision.  
The service excludes emergency care placements.

The needs of our looked after children are diverse. We seek to establish a number of block contracts with different providers to achieve a diverse offer of residential settings. Each block contract will have the option to spot purchase additional beds based on the council's need.

The age range for this service will be 8-17, at time of admission. Some children and young people will have challenging emotional and/or behavioural disorders. Some will have a tendency to engage in risky behaviour. Many will have an Education – Health – Care plan.

Successful tenderers will become part of the corporate family and will be equally accountable for ensuring that they achieve best outcomes for children in their care.

The contract will be for an initial period of 3 years commencing in August 2015 (at the earliest) with an option exercisable on behalf of the council to extend for a maximum further period of two times twelve months.

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### 1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of Specialist Residential Care Services for Looked After Children as detailed in the Tender Response Document and Invitation to Tender Document. The contract(s) will be for an initial period of 3 years commencing August 2015 at the earliest with the option to extend for a further period of up to 2 years.
- 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.

## **2.2 Terms and Conditions**

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

### **3.0      Preparation of Tenders**

#### **3.1      Completing the Tender Response Document**

**3.1.1**      Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2**      All documents requiring a signature must be signed;

- a)      Where the Tenderer is an individual, by that individual;
- b)      Where the Tenderer is a partnership, by two duly authorised partners;
- c)      Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3**      The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2      Tender Preparation and Costs**

**3.2.1**      It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2**      Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3**      Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4**      The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5**      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. Tenders must be submitted by the deadline of **noon, 29<sup>th</sup> May 2015**.
- 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 submitting via Delta, our electronic tender portal. 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** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 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 **22<sup>nd</sup> May 2015**.
- 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.

**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 .....



**EMC 027:**

**Specialist Residential Care Services**

**for Looked After Children**

**Invitation to Tender:**

**Commissioning Intentions & Specification Document**

**The latest date for submission of applications will be 12 noon, 29 May 2015**

===

Shropshire Council seeks to procure this service externally on behalf of its Children's Services Directorate. The service will provide residential care for looked after children, aged 8-17, placed by Shropshire Council.

The needs of our looked after children are diverse. We seek to establish a number of block contracts with different providers to achieve a diverse offer of residential settings.

We intend to start contracts from August 2015 onwards for an initial period of three years with the option to extend for a further maximum period of two years.

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## 1. Background

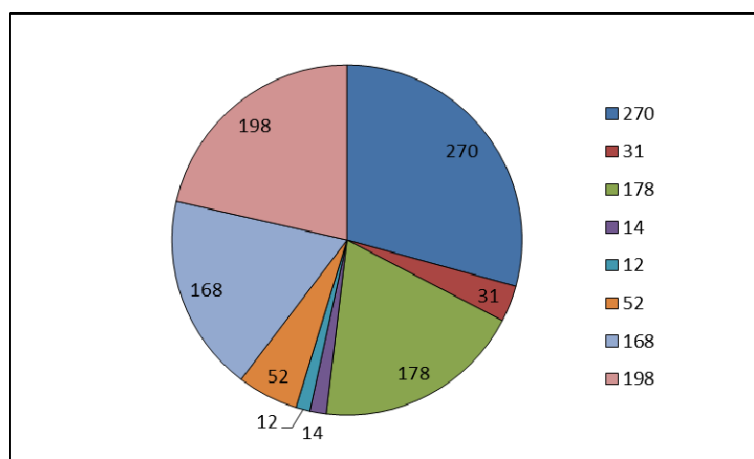
1.1 Children and young people are in care either by a Court Order made in public law proceedings or with the agreement of the child's parent or guardian. A child or young person may come into care as a result of temporary or permanent problems facing their parents, as a result of abuse or neglect or a range of difficulties; those in shared care/respite arrangements; those remanded into care – criminal proceedings and unaccompanied asylum seeking children.

Corporate parenting responsibilities extend to the age of 21 years (or 25 if remaining in education) for those young people who left care at 18 years.

Children and young people in care are individuals, come from all walks of life and have different aspirations, ambitions and cultural identities.

Many looked after children are at greater risk of social exclusion than their non-looked after peers, both because of their experiences prior to coming into care, and by virtue of the fact that they are in care. It is essential, therefore, that the Council, as a Corporate Parent, ensures that their experience of being in care is a positive and supportive one and maximizes their full potential.

1.2 The following figures were captured on the 1<sup>st</sup> April 2014 for Shropshire



- 270 children looked after by Shropshire Council
- 31 children are placed at a distance from Shropshire
- 178 children are placed with foster carers  
(68 of whom are with relatives & friends who are assessed as foster carers)
- 14 children placed for adoption
- 12 children placed at home with parents
- 52 children placed in residential care



- 168 children are in the care of the council through a legal order
- 198 young people are care leavers aged between 18-24 still in receipt of statutory services

1.3 We know that the number of children entering care has increased in the last three years. We also know that children who are temporarily in care now stay for an average of 3 months in care.

The age range for children in residential care is 8 to 17 on date of admission.

The needs of looked after children are diverse and we don't observe particular patterns. We intend to have full and detailed discussions with providers about individual needs prior to any placement.

However, what we can safely add is that

- Some children and young people will have challenging emotional and/or behavioural disorders.
- Some children will seek to engage or be involved in risk taking behaviour
- All children will be receiving support from universal health and educational settings. Some children will be receiving support from other specialist services, such as Child & Adolescent Mental Health Services (CAMHS).
- Many will have an Education – Health – Care plan (known as special Educational Needs Statement prior to September 2014)
- Some children and young people may already have had the experience(s) of placements

1.4 From the 1<sup>st</sup> of April 2015, Shropshire Council will operate two residential units in Shropshire: *Chelmaren* - 6 beds and *Havenbrook* - 5 beds. Havenbrook serves as a short-stay setting (Section 17 of Children Act 1989), which can also provide a bed in a crisis situation. We also operate an in-house foster care service.

Shropshire Council currently delivers an Adoption Service across Shropshire, Telford & Wrekin.

We employ a Looked-after Children and Health Team who support children's educational and health needs. This team is led by the Virtual Head Teacher. We also employ an Independent Reviewing Officers.

We currently commission an independent visitor service from SOVA. We commission an independent advocacy service from CORAM-VOICE.

The Shropshire area is covered by one Clinical Commissioning Group.

Shropshire has links with the West Mercia Police Missing Person Co-ordinator and in the future there will be a Child Sexual Exploitation Co-ordinator with whom these links will be extended.

## 2. Our vision: What we want to achieve in Shropshire

Shropshire Council aims to support the majority of its children and young people within their own families and communities. However for a small number this is not possible and they require alternative short term or long term care.

Corporate Parenting is the term used for the collective responsibility of the Council and it's partners to ensure safe, meaningful and effective protection of children and young people in care, and care leavers.

Our vision mirrors that in "Care Matters: Time to deliver for children in care" DCSF 2008:

*"Our aspirations for children in care reflect those we would have for our own children. We know they are often in much greater need than other children and we must ensure they obtain all the help they require. We aim to create a home and community environment that provides every child with a safe, happy, healthy, secure and loving childhood, nurturing their aspirations and enabling them to meet their full potential"*

So, we want to

- A. be confident as Corporate Parents that we know what it is like to be a child in the care of Shropshire Council;
- B. act as Corporate Family and engaging fully our partners in this role;
- C. provide opportunities to help our children and young people (for whom we have Corporate Parenting responsibilities) meet our pledge.

## 3. Our approach to achieving this

*"If this were my child I would..."*

A good corporate parent must offer the same as any good parent and improving the role of the corporate parent is key to improving all outcomes for our children. This relies on addressing the difficulties children and young people in care experience and the challenges of parenting within a complex system of different services. It is also important that the children and young people themselves have the opportunity to shape and influence the parenting they receive.

While good parenting requires continuity, organisations by their nature are continuously changing. Elected members and employees move on and structures, procedures and partnerships are modified and refined. One challenge of being a good corporate parent is to manage these changes and ensuring each individual child and young person has the opportunity to maintain a sense of stability.

Below is the link to our corporate parenting strategy 2014-16:

<https://shropshire.gov.uk/committee-services/documents/s5834/Shropshire%20Corporate%20Parenting%20Strategy%202014.pdf>

#### 4. Our commissioning intentions

We want to have access to

- Sufficient provision and good practice
- Diverse provision and expertise to meet the diverse needs of children in our care
- Flexible provision, ranging from full-time care to phased care, which can support returns to families and transition to independent living
- Provision which represents value for money and therefore allows us to make the most of our resources

We want to place children

- In Shropshire, whenever it is safe to do so
- Into 2, 3 or 4 bed residential units
- On occasion into gender or age specific units
- On occasion into units which offer needs specific support
- With providers whose care will contribute to the outcomes of individual care plans

To achieve this diversity and choice, we seek to establish a number of block contracts, including option to spot purchase additional beds, with different providers to achieve a diverse offer of residential settings. Where possible, each block contract will have the option to spot purchase additional beds, based on our need. We also intend to continue our in-house provision and to access to the West Midlands Framework for spot-purchasing residential care.

#### 5. Factors influencing future development

The service will not be a static one. What we mean by that is that we expect that there will be local and national developments throughout the term of the contract. There will be an expectation from us that the service will be able to respond to developments, such as

- The number of looked after children requiring residential care varies throughout the year
- Other council provision supporting families and children will continue to evolve
- Other public services, who we work in partnership with, will continue to evolve
- This service will be involved and will have to respond to learning from joint inspection of multi-agency arrangements for the protection of children (Ofsted)
- There may be changes in the legislative or national context
- The service will have to respond to developments associated with the council's Children in Care Council (CiCC), called Care Council Crew <sup>1</sup>.

This list is not meant to be exhaustive. It is what we anticipate at the time of tendering.

<sup>1</sup> [http://www.safeguardingshropshireschildren.org.uk/lac/care\\_council\\_crew.html](http://www.safeguardingshropshireschildren.org.uk/lac/care_council_crew.html)

(Website is due to change shortly)

## 6. Specification for Service

This section specifies what is known at the time of procurement and the outcomes the service needs to achieve. The final contract specification will be an adaptation of this section. The council reserves the right to make amendments and add detail resulting from new legislation and guidance, as well as detail from successful tender applications.

### 6.1 Admissions criteria - the service is for

- 6.1.1 planned placements
- 6.1.2 exclusive use of the council
- 6.1.3 boys or girls aged 8-17 at date of admission
- 6.1.4 children, whose needs will relate to what we know and have described in section 1.3, including but not limited to

- Some children and young people will have challenging emotional and/or behavioural disorders.
- Some children will seek to engage or be involved in risk taking behaviour
- All children will be receiving support from universal health and educational settings. Some children will be receiving support from other specialist services, such as Child & Adolescent Mental Health Services (CAMHS).
- Many will have an Education – Health – Care plan (known as special Educational Needs Statement prior to September 2014)
- Some children and young people may already have had the experience(s) of placements

### 6.2 Admissions process

- 6.2.1 We will look at the availability of placements and we will determine the most suitable arrangement for a specific child. The Duty Officer will contact the proposed provider and will collate and send the relevant information, including care plan and latest assessment.
- 6.2.2 If the provider requires additional information, they can contact the referrer directly within a 24 hour period.
- 6.2.3 A placement planning meeting will be arranged by the social worker and will take place within statutory timeframes and during this meeting any areas of clarification can be addressed.

Any queries pre admission should be directed to the Duty Officer at Shropshire Council's Placement Service.

This process may be adapted and improved over time.

### **6.3 No exclusion**

- 6.3.1 Shropshire Council staff (the referrer) will have full and detailed discussions with the provider about individual needs prior to any placement. This will take place in the placement planning meeting.
- 6.3.2 Providing that each potential service user meets the admissions criteria, then the provider is expected to accept the referral. The young person will be placed and receive the service in the agreed unit with the agreed support.
- 6.3.3 Once a young person has been placed with a provider it will under no circumstances exclude that young person. It is the provider's responsibility to ensure that it can meet challenging behaviour and changing needs of that young person by being flexible with the use of its resources and staff ratios. It is the provider's responsibility to communicate changes to the referrer and to seek agreement if the changes have cost implications for the referrer.
- 6.3.4 Once a young person has been placed with a provider, it will not move the young person to another residential unit, unless it is an emergency or a planned move that has been agreed with the referrer. We believe that an emergency move should be a brief intervention to address an immediate situation. The provider will work with the referrer to seek an arrangement that will maximise placement stability.

### **6.4. Outcome requirements for the service**

#### **6.4.1 Local Outcomes**

From a commissioner perspective, we want the service to achieve the following outcomes for all our children in care, as described in our Corporate Parenting Strategy:

- Children are safely supported in a person-centred / personalised way
- Children's health, emotional well-being and resilience is supported
- Children's educational needs are supported
- Children's views are listened to and influence practice and service development
- Children feel recognised, supported and respected regarding their identity
- Children are supported to develop basic independent living skills

The children and young people currently in our care value the following qualities in a good care provider:

- Staff who support me and help me get used to the rules
- Staff that help you to do things in the future
- Staff that are always honest with me so I know where I stand
- Staff who help me enjoy activities

- Staff who are caring and understanding
- Staff who are a good listener, and someone I can talk to
- Being patient, being supportive
- Include me as part of a family
- Be happy and positive
- Staff who listen to me
- Staff who are honest
- Someone who does not judge me because I am in care
- Someone who helps with school work
- Someone who genuinely cares about me

Our charter for children in care reflects these values:

<http://shropshire.gov.uk/committee-services/Data/Council/20131219/Agenda/7%20Charter%20for%20Children%20in%20Care%20Care%20Leavers%20Council%20Appendix%20A.pdf>

#### 6.4.2 National outcomes for children's homes (Ofsted)

Full Ofsted inspections will be evaluated on

- Overall effectiveness
- Outcomes for children and young people
- Quality of care
- Safeguarding children and young people
- Leadership and management

Evaluations are based on outcomes described in the framework linked to here:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/407739/Inspection\\_of\\_children\\_s\\_homes\\_framework\\_for\\_inspection\\_to\\_31\\_March\\_2015.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/407739/Inspection_of_children_s_homes_framework_for_inspection_to_31_March_2015.pdf)

### 6.5 Requirements for providers

Successful tenderers will become part of the corporate family and will be equally accountable for ensuring that they achieve best outcomes for children in their care. These requirements will be tested in the procurement process and will apply for the duration of the contract.

#### 6.5.1 All applicants will have to meet the requirements relating to legislation relevant to operating a children's home. These include

- Registration with Ofsted (April 2012)  
[www.gov.uk/government/publications/how-to-open-a-childrens-home](http://www.gov.uk/government/publications/how-to-open-a-childrens-home)
- Inspections of children's homes (Updated March 2015)

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/407739/Inspection\\_of\\_children\\_s\\_homes\\_framework\\_for\\_inspection\\_to\\_31\\_March\\_2015.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/407739/Inspection_of_children_s_homes_framework_for_inspection_to_31_March_2015.pdf)

- Children Act 1989 Guidance and Regulations, Volume 5: Children's Homes  
[www.education.gov.uk/publications/standard/publicationDetail/Page1/DFE-00024-2011](http://www.education.gov.uk/publications/standard/publicationDetail/Page1/DFE-00024-2011)
- Children's Homes Regulations 2001 & amendments made in 2011  
[www.legislation.gov.uk/uksi/2001/3967/contents/made](http://www.legislation.gov.uk/uksi/2001/3967/contents/made)  
[www.legislation.gov.uk/uksi/2011/583/made](http://www.legislation.gov.uk/uksi/2011/583/made)
- DfE & DH: Promoting the health and wellbeing of looked after children (March 2015)  
<https://www.gov.uk/government/publications/promoting-the-health-and-wellbeing-of-looked-after-children--2>
- Relevant staff are registered with Health & Care Professions Council  
[www.hpc-uk.org](http://www.hpc-uk.org)

New regulations came into effect on 1 April 2015. Draft regulations and guidance can be found at

[www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/355576/Draft\\_Children\\_s\\_Homes\\_Regulations\\_for\\_Consultation.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/355576/Draft_Children_s_Homes_Regulations_for_Consultation.pdf)

[www.gov.uk/government/publications/childrens-homes-regulations-including-quality-standards-guide](http://www.gov.uk/government/publications/childrens-homes-regulations-including-quality-standards-guide)

- 6.5.2 All applicants will have to demonstrate understanding and compliance with local safeguarding procedures as determined by Shropshire's Safeguarding Children Board (SSCB).

<http://www.safeguardingshropshireschildren.org.uk/scb/>

This will include a new inter agency protocol for Missing Children, due to be published by the SSCB.

- 6.5.3 Notification of serious events & record keeping

All applicants will have to comply with the council's and the Children's Homes Regulations 2015 requirements to notify without delay when specific situations arise in relation to the young person in their care. Examples include, but are not limited to

- a child being the victim or perpetrator of a serious assault
- a serious illness or accident
- a serious incident of self-harm

This includes notifying the council if there is an

- Admission to hospital or accident & emergency on an unplanned basis.

The Council's contact in the first instance will be

Monday – Friday	09:00 – 17:00	Placement Duty Desk or allocated social worker
All other times		Emergency Duty Team

All applicants are required to comply with the council's and Children's Homes Regulations 2015 requirements to keep records for the children in their care.

This includes keeping records for resources given to children directly. Examples include, but are not limited to

- Clothing, pocket money, birthday money, shoes, leisure articles

#### 6.5.4 In addition, we want to work with providers who

- Will work with us and support our values and priorities
- Consider quality of care and safeguarding as a basic requirement
- Provide more than just the basic requirements, such as
  - Contribute to outcomes of care plans, regardless of length of stay
  - Have strategies and are committed to play their part in managing children's challenging or risky behaviour, e.g. going missing.
  - Where necessary, will act more like a key worker to facilitate communication between children and their health or education providers
  - Support exit plans to reunite children with their families, e.g. manage phased returns
- Employ skilled staff and support them to provide basic and 'more than basic' care. This would include enabling staff to participate in locally arranged conferences or training, e.g. alcohol awareness, CSE, attendance at provider meetings chaired by our Director of Children Services.
- Demonstrate effective and pro-active leadership, management and communications
- Demonstrate consistently good or better Ofsted ratings
- Can demonstrate how their appointment might improve the economic, social and environmental well-being of the community in which they operate. The council's Social Value Commissioning & Procurement framework can be accessed via this link: <http://www.shropshire.gov.uk/media/1146871/Shropshire-Council-Social-Value-Framework.pdf>

#### 6.6 What we offer to providers

- Allocated qualified social workers
- One consistent worker who will know the history and the journey of the child, such as a social worker, an independent review officer, a looked-after-children teacher.
- Very effective health and education support
- Pro-active communications and contract monitoring
- Access to Shropshire based training and events / conferences



## **6.7 Contract, contract review and monitoring**

We have said that we want to have diversity and choice in externally commissioned residential settings and that we intend to establish a number of block contracts with different providers to achieve this. Where possible, each block contract will have the option to spot purchase additional beds based on need.

By block contract we mean 'buying a fixed number of bed(s) from a provider, guaranteed for our use'. By spot purchase, we mean 'buying a bed from a provider only when we need it and a bed is available.'

We currently estimate that we will need 15 beds at any one time. This number may vary in time, in line with demand and our strategy to minimise the number of family breakdowns and children requiring corporate parenting.

With this in mind

- Contracts can last for three years, with an option to extend by two further twelve months periods.
- Each year consists of 365 days & nights, covering educational and holiday periods.
- The value of the individual contracts is not fixed and depends on the response and offer from providers.
- Contracts will include the option to spot-purchase placements in addition to the block purchase.
- We expect all tendered prices will be fixed for the duration of a contract
- We are looking for an efficient way of paying for non-occupancy. This will include an option to negotiate a reduction of the number of beds in a block contract, if a bed has been un-occupied for a significant period of time, e.g. 8-12 weeks, and it is unlikely that we will need the bed in the future.
- Prices will include allowances paid to children & young people (e.g. pocket money, holidays, Christmas)
- Prices do not include health care or education provision. Those provisions are expected to be provided by existing local provision.
- Prices do not include business related staff travel. Transport costs will be the responsibility of the provider as part of the service.
- Contracts will be monitored regularly on a quarterly basis or more often if required.
- Contracts will be reviewed in relation to future commissioning needs.
- Quality assurance in the main will be framed around Ofsted inspections. In addition, each residential unit will have an independent visitor (IV) assigned to it to undertake "reg 33" visits. Reports from these visits will be sent to Shropshire Council and to Ofsted.

- The Council reserves the right to sell placements to other Local Authorities from time to time subject to the admissions criteria if Council has insufficient referrals from within its own looked after population

## 7. Procurement process & tendering

### 7.1. Timescales and dates

9 Apr 2015	Publish tender
	Providers have 6 weeks to respond
22 May 2015	Dead line for clarifying questions
<b>29 May 2015</b>	<b>12 noon - deadline for submission of application</b>
8-18 Jun 2015	Evaluation of tenders
15 Jun 2015	If required: Day reserved for site visits
19 Jun 2015	If required: Clarification meeting with applicants
26 Jun 2015	Contact all applicants of decision
26 Jun – midnight 6 Jul 2015	10 day mandatory stand still period
8 Jul 2015	Confirm successful bidder(s)
From August 2015	Contract starts
Varied	Contract ends

### 7.2. Documents

The Council is using an open tender process.

We have said that we want to have diversity and choice in externally commissioned residential settings and that we intend to establish a number of block contracts with different providers to achieve this. Where possible, each block contract will have the option to spot purchase additional beds based on need.

For this reason, our tender response document will require that all providers complete a service and price matrix that enables us to evaluate providers' offers fairly and transparently.

The opportunity is known as EMC 027 and is advertised on the Council's tender opportunity page: [www.shropshire.gov.uk/procurement.nsf/open/1A0F42A371DC199880256F6B005E2DEC](http://www.shropshire.gov.uk/procurement.nsf/open/1A0F42A371DC199880256F6B005E2DEC)

Tenders are to be submitted through Delta, our electronic tender portal

Applicants will be sent

- Instructions for tendering
- Tender response document
- Invitation to Tender - Commissioning Intentions & specification document
- The Council's general terms & conditions
- TUPE confidentiality letter

Applicants will be required to follow instructions precisely. Applicants are encouraged to familiarise themselves with all the information published in the documents, including links to websites and the appendices.

### **7.3. Evaluation of tenders**

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

Our evaluation will consist of two steps

- 1) The initial selection criteria are made up of pass/fail questions which will provide proof of compliance, expertise and ability to meet essential criteria.

Only applications, which have passed this step, will then continue to be evaluated by a panel made up of a three service managers and a commissioning officer.

- 2) The subsequent evaluation criteria focus on price and quality. The tender response document describes how quality questions will be weighted and scored.

If placements on offer exceed our requirements, then the council reserves the right to establish contracts with providers in a way which is economically advantageous and best fits our requirements in terms of good care, value for money, diversity and specialisms.

If this procurement does not result in meeting our requirements entirely, then the council reserves the right to approach alternative providers.

### **7.4 Transfer of Undertakings Regulations 2006 (TUPE)**

TUPE may apply.

The existing contract provides 15 – 20 beds. The existing contractor has made TUPE information available for the whole contract. This information can be requested by signing the TUPE confidentiality letter enclosed in the tender documents and returning to the Council via Delta, our electronic tender portal

# **SHROPSHIRE COUNCIL**

## **GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND WORKS**

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

## 1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

<b>'Agreement'</b>	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
<b>'Associated Person'</b>	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
<b>'Bribery Act'</b>	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>“Council Data”</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
<b>"Council Software"</b>	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
<b>"Council System"</b>	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
<b>“Council Representative”</b>	the representative appointed by the Council
<b>"Council"</b>	means Shropshire Council
<b>“Commercially Sensitive Information”</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>“Confidential Information”</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.

<b>"Contractor Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
<b>"Contractor Software"</b>	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
<b>"FOIA"</b>	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
<b>"FOIA notice"</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
<b>"Form of Agreement"</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
<b>"Goods"</b>	means all goods specified in the Agreement.
<b>"Hazardous Goods"</b>	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
<b>"Law"</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;



<b>“Malicious Software”</b>	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;
<b>“Packages”</b>	includes bags, cases, cylinders, drums, pallets and other containers
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Price”</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
<b>‘Prohibited Act’</b>	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
<b>“Public body”</b>	as defined in the FOIA 2000
<b>'Purchase Order'</b>	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
<b>“Receiving Party”</b>	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
<b>‘Regulated Activity’</b>	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
<b>‘Regulated Provider’</b>	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
<b>“Request for Information”</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>"Security Policy"</b>	the Council's security policy as updated from time to time;
<b>“Services”</b>	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
<b>'Software'</b>	Specially Written Software, Contractor Software and Third Party

	Software;
<b>'Specially Written Software'</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
<b>'Sub-Contract'</b>	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
<b>'Sub-Contractor'</b>	the third parties that enter into a Sub-Contract with the Contractor.
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
<b>"Working Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>"Works"</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
<b>'Writing'</b>	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.  
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:  
(i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and  
(ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

## **2 GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

## **3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS**

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

## **4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

## **5 PRICE AND PAYMENT**

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

## **6 DELIVERY**

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services

during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

## **7. LOSS OR DAMAGE IN TRANSIT**

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

## **8. INSPECTION**

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

## **9. REJECTION**

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## **10 TITLE - PASSING PROPERTY**

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

## **11 THE COUNCIL'S OBLIGATIONS**

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
  - b) provide the Contractor with any information reasonably required by the Contractor;
  - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
  - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

## **12. WARRANTIES**

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## **13 INDEMNIFICATION**

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

## **14 TERMINATION AND CANCELLATION**

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:
- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
  - b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
  - c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - d). the other party ceases to carry on its business or substantially the whole of its business; or
  - e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **15 PREVENTION OF BRIBERY (W) (Z)**

- 15.1 The Contractor:
- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 15.2 The Contractor shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
  - b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.
- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
  - b) with the actual knowledge;
- of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
  - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
  - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
  - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.



## **16 INTELLECTUAL PROPERTY RIGHTS**

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

## **17 INDEPENDENT CONTRACTORS**

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

## **18 SEVERABILITY**

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING**

- 19.1 The Council may, subject to clause 19.2:  
(a) assign any of its rights under the Agreement; or  
(b) transfer all of its rights or obligations by novation, to another person.
- 19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:  
(a) the assignment or transfer is to an Associated Person of the Council; or  
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement.  
Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

- 19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

## **20 WAIVER**

- 20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

## **21 HAZARDOUS GOODS**

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

## **22 NOTICES**

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

## **23 CONFIDENTIALITY (W) (Z)**

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 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;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

### **23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)**

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

## 24 **COUNCIL DATA**

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such backup copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

- 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor 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 Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor 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.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 24.9.2 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).

## **25 PROTECTION OF PERSONAL DATA**

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 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 Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 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;
- 25.2.3 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;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel 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 ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 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;

25.2.9 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;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 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

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

## **26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS**

26.1 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:

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor'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;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

- 26.3 Subject to the Council's obligations of confidentiality, the Contractor 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:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 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 Agreement which may be conducted as specified in this Agreement.

**27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)**

- 27.1 The Contractor will ensure that his employees and agents 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

**28. INSURANCE**

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

**29. EQUALITIES (W) (Z)**

29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

29.6 The Contractor and any Sub-Contractor employed by the Contractor 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 Contractor's compliance with the above conditions.

**30 HUMAN RIGHTS (W) (Z)**

30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

**31 HEALTH AND SAFETY AT WORK (Z)**

31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

**32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)**



- 32.1 The Contractor 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.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor 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.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 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;
- 32.3.2 provide the Council, at the Contractor'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
- 32.3.3 provide at the Contractor'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.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor 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 Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledge that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 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.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
  - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 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
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 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.

### **33 SAFEGUARDING(W) (Z)**

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
  - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity 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.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

#### **34 SUSTAINABILITY**

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

#### **35 EXPIRY**

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

#### **36 AUDIT AND MONITORING (W) (Z)**

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

#### **37 RIGHTS OF THIRD PARTIES**

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **38 ENTIRE AGREEMENT**

- 38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

#### **39 FORCE MAJEURE**

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

#### **40 GOVERNING LAW AND JURISDICTION (W)**

40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement 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

#### **41 COMPLAINTS PROCEDURE (W) (Z)**

41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 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 Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **42 DISPUTES**

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 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
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

<b>Additional definitions for clauses 43 and 44</b>	
<b>"Security Plan"</b>	the Contractor's security plan prepared pursuant <i>[to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)]</i> ;
<b>"Staff Vetting Procedures"</b>	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

## **43 STAFFING SECURITY**

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the

commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

#### **44 SECURITY REQUIREMENTS**

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



**EMC 027:**  
**Specialist Residential Care Services**  
**for Looked After Children**

**Tender Response Document**

Name of TENDERING  
ORGANISATION  
(please insert)

**BetterCare Keys Limited**

# Shropshire Council Tender Response Document

## **Contract Description:**

### ***Specialist Residential Care Services for Looked After Children***

Shropshire Council on behalf of its Children's Services Directorate seeks to procure the provision of this service externally.

The service will provide specialist residential care for some of Shropshire Council's Looked After Children and young people, aged 8-17 at time of admission.

The service excludes educational provision.  
The service excludes emergency care placements.

The needs of our looked after children are diverse. We seek to establish a number of block contracts with different providers to achieve a diverse offer of residential settings. Each block contract will have the option to spot purchase additional beds based on the council's need.

The age range for this service will be 8-17, at time of admission. Some children and young people will have challenging emotional and/or behavioural disorders. Some will have a tendency to engage in risky behaviour. Many will have an Education – Health – Care plan.

Successful tenderers will become part of the corporate family and will be equally accountable for ensuring that they achieve best outcomes for children in their care.

The contract will be for an initial period of 3 years with an option exercisable on behalf of the council to extend for a maximum further period of two times twelve months.

## **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 via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.



3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

## **Contents**

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A4	Declaration of Connection with Officers or Elected Members of the Council	9
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E	Health & Safety, Equal Opportunities, Safeguarding	15
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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.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
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 & 3	Adequate Health & Safety, Equal Opportunities, Safeguarding, Health & Safety for children
Section F / Q 1 & 2	References and adequate experience to meet essential requirements
Section G / Q 1	Adequate Accreditations, Inspections and Staff 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 and safeguarding children and adults, they may be excluded.

Section F Experience and References & G Accreditations, Inspections 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.

We want to have diversity and choice in externally commissioned residential settings. We intend to establish a number of contracts with different providers to achieve this.

We will be looking for value for money when we consider tenderers' unit prices. If supply exceeds our requirements, then the council reserves the right to establish contracts with providers in a way which is economically advantageous and best fits our requirements.

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
<b>Price 50% (500 marks)</b>		
Section H / Q 1.2	Price	50% / 500 max marks
<b>Total for price</b>		<b>50% / 500 max marks</b>
<b>Quality 50% (500 marks)</b>		
Section H / Q 2.1	Support for independence skills & exit strategies	14% / 140 max marks
Section H / Q 2.2	Strategies for dealing with risky / difficult behaviour	14% / 140 max marks
Section H / Q 2.3	Added Value & diversity	14% / 140 max marks
Section H / Q 2.4	Social Value	8% / 80 max marks
<b>Total for quality</b>		<b>50% / 500 max marks</b>

### **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
<b>Excellent</b>	<b>10</b>	<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>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<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>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<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>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<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>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<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>
	<b>1</b>	

<b>Unacceptable</b>	<b>0</b>	<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 overall will receive the full 50% 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 overall.**

### **Price Evaluation and scoring**

Total price will be taken from tender response to question 1.2 in section H.

The price evaluation will be based on prices for one bed in a 1, 2, 3 or 4 bed block contract.

Prices will be compared in a like-for-like way. By this we mean:

- A tender for a price for 'one bed in a 1 bed block contract' will only be compared to a 'one bed in a 1 bed block contract'.
- A tender for a price for 'one bed in a 2 bed block contract' will only be compared to a price for 'one bed in a 2 bed block contract', etc.

For example:

- The most competitively priced tender for 'one bed in a 1 bed block contract' will receive the maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.
- The most competitively priced tender for 'one bed in a 2 bed block contract' will receive the maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

## **Section A:**

### **1. Form of Tender**

Form of Tender

#### **Shropshire Council**

Tender for Specialist Residential Services for Looked After Children

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 Specialist Residential Care Services for Looked After Children 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 PLEASE SEE SIGNED COPY

Name...

Date 22 May 2015

Designation ...Chief Finance Officer.....

Company BetterCare Keys Limited

Address Laganwood House, 44 Newforge Lane, Belfast

.....

Post Code BT9 5NW

Tel No 02890 386050

Fax No 02890 664418

E-mail address [info@keyschildcare.co.uk](mailto:info@keyschildcare.co.uk)

Web address [www.keyschildcare.co.uk](http://www.keyschildcare.co.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 or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

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

Signed (1) PLEASE SEE SIGNED COPY [REDACTED] Status Chief Executive Officer

Signed (2) ..... [REDACTED] [REDACTED] Status Chief Finance Officer

(For and on behalf of BetterCare Keys Limited)

Date 25 May 2015

**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) PLEASE SEE SIGNED COPY [REDACTED] [REDACTED] Status Chief Executive Officer

Signed (2) ..... [REDACTED] [REDACTED] Status Chief Finance Officer

(For and on behalf of BetterCare Keys Limited)

Date 25 May 2015

**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) PLEASE SEE SIGNED COPY [REDACTED] Status Chief Executive Officer

Signed (2) [REDACTED] Status Chief Finance Officer

(For and on behalf of BetterCare Keys Limited)

Date 25 May 2015



## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>
1.1	<p>Name of contracting Company/Organisation: BetterCare Keys Limited</p> <p>Address: Laganwood House, 44 Newforge Lane, Belfast</p> <p>Postcode: BT9 5NW</p> <p>Tel: 02890 386050</p> <p>Email: <a href="mailto:info@keyschildcare.co.uk">info@keyschildcare.co.uk</a></p>
1.2	<p>Registered name (if different from above): As above</p> <p>Registered Office Address: Laganwood House, 44 Newforge Lane, Belfast</p> <p>Postcode: BT9 5NW</p> <p>Company registration number: NI53253</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: Business Manager</p> <p>Correspondence Address: Suite 4, Littlemoor Business Centre, Eckington, Derbyshire</p> <p>Postcode: S21 4EF</p> <p>Tel: 01246 433750</p> <p>Email: [REDACTED]</p>
1.4	<p>Please name the person(s) who will lead on contract and service development prior to contract start.</p> <p>Name: [REDACTED]</p> <p>Job title: Project Director</p> <p>Tel: 07702 916188</p> <p>Email: [REDACTED]</p>
1.5	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>NO</p> <p>YES</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 8 December 2004	
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:</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 Specialist Residential Care Services for Looked After Children?</p> <p>_____</p>	
2.5	Total number of employees: _____	
2.6	<p>Total number of employees engaged solely in the provision of Specialist Residential Care Services for Looked After Children</p> <p>_____</p>	

## **Section C:** **Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<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 Insurance and Royal Sun Alliance</p> <p>Date policy taken out              1 August 2014</p> <p>Expiry date of the policy          31 July 2015</p> <p>Policy number/reference          <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>Conditions/Exceptions</p> <p><span style="background-color: black; color: black;">[REDACTED]</span></p> <p>Further details can be supplied if required</p>	
1.2 (a)	Please confirm that you hold a minimum of £10,000,000 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>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Zurich Insurance</p> <p>Date policy taken out              1 August 2014</p> <p>Expiry date of the policy          31 July 2015</p> <p>Policy number/reference          <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>Conditions/Exceptions</p>	

	£10M any one claim or series of claims arising out of one incident inclusive of all costs and expenses reducing to £5M in respect of terrorism  Further details can be supplied if required																					
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES																				
<b>2.</b>	<b>Financial Details</b>																					
*	<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 net profit in the last 3 years.  <b>(Please insert figures – do not refer to attached accounts)</b>          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" data-bbox="295 1052 1391 1494"> <tr> <th colspan="3"><u>Company</u></th><th><b>Account s Enclosed</b></th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> <tr> <td>2012/13</td><td></td><td></td><td>YES</td></tr> <tr> <td>2013/14</td><td></td><td></td><td>YES</td></tr> <tr> <td>2014/15</td><td></td><td></td><td>YES</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			<b>Account s Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2012/13			YES	2013/14			YES	2014/15			YES
<u>Company</u>			<b>Account s Enclosed</b>																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2012/13			YES																			
2013/14			YES																			
2014/15			YES																			
2.2	<p>Please show below your company's turnover in the provision of Specialist Residential Care Services for Looked After Children' support in the last three financial years.  <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1" data-bbox="395 1785 1291 1888"> <tr> <th><u>Year</u></th><th>Turnover in relation to Specialist Residential Care Services for Looked After Children</th></tr> </table>		<u>Year</u>	Turnover in relation to Specialist Residential Care Services for Looked After Children																		
<u>Year</u>	Turnover in relation to Specialist Residential Care Services for Looked After Children																					

	<div> <div>2012/13</div> <div>2013/14</div> <div>2014/15</div> </div> <div> <div></div> <div></div> <div></div> </div>	
	(If exact figures are not available please provide your best estimate of the figures required)	
2.3	Do you have a policy or procedure relating to the handling of money YES	

## **Section D:**

### **Outstanding Claims and Contract Terminations**

<b>1. Outstanding Claims / County Court Judgements</b>		
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES
1.2	If YES to 1.1 please provide further details.  <div></div> <div></div> <div></div>	
	Further details of the claims can be given if required	

<b>2. Contract Terminations/Deductions</b>	
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.  <div></div>

## **Section E:**

### **Health & Safety, Equal Opportunities and Safeguarding**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<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 &amp; 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: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></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 &amp; 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> <p>N/A</p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	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.)	

1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given. <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	



	<div data-bbox="276 145 1396 521" style="background-color: black; width: 100%; height: 168px;"></div> <div data-bbox="276 548 1396 656" style="background-color: black; width: 100%; height: 48px;"></div> <div data-bbox="276 705 1396 1048" style="background-color: black; width: 100%; height: 153px;"></div>	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system?  Please give details below:  <div data-bbox="276 1456 1236 1798" style="background-color: black; width: 100%; height: 153px;"></div> <div data-bbox="276 1825 1236 1933" style="background-color: black; width: 100%; height: 48px;"></div> <div data-bbox="276 1960 1236 2033" style="background-color: black; width: 100%; height: 33px;"></div>	NO

	<div>[REDACTED]</div>					
1.12	<div>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.</div> <div><div>Total</div><table border="1"><tr><td>No. of accidents reported under RIDDOR last year</td><td><div>[REDACTED]</div></td></tr><tr><td>No. of accidents reported under RIDDOR this year</td><td><div>[REDACTED]</div></td></tr></table></div>	No. of accidents reported under RIDDOR last year	<div>[REDACTED]</div>	No. of accidents reported under RIDDOR this year	<div>[REDACTED]</div>	
No. of accidents reported under RIDDOR last year	<div>[REDACTED]</div>					
No. of accidents reported under RIDDOR this year	<div>[REDACTED]</div>					
1.13	<div>Does your company consult with employees on health and safety?</div> <div>If YES, please give details below.</div> <div>[REDACTED]</div>	YES				

	<div style="background-color: black; width: 100%; height: 100%;"></div>	
1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are.  <div style="background-color: black; width: 100%; height: 100%;"></div>	
1.16	If YES to 1.14 how do you ensure they are competent?  <div style="background-color: black; width: 100%; height: 100%;"></div>	

	<div><div>i</div><div></div></div>
1.17	<div><div>Where do you get your competent health and safety advice?</div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

	<p>• [REDACTED]</p> <p>[REDACTED]</p>
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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> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i></p> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2010</li> </ul> <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p>[REDACTED]</p>	Enclosed YES

	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
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> <ul style="list-style-type: none"> <li>• Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;</li> <li>• Advance equality of opportunity between those who share protected characteristics and those who do not;</li> <li>• Foster good relations between those who share protected characteristics and those who do not.</li> </ul> <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <div>[REDACTED]</div> <div>[REDACTED]</div>	

	<p>Equality and diversity training is a mandatory training programme and all staff are required to undertake the training.</p> <p>Our recruitment practices encourage applicants from all ethnic backgrounds and our home managers foster a culture within their services of equality for all. It is commonplace within our homes for Managers and staff to hold cultural evenings/days where staff/young people from different backgrounds get to celebrate their ethnic origin by having special meals or dress for the day.</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES
2.4	<p>If YES to 2.3, please give details.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div>	
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	<p>If YES to 2.5, please give details.</p> <p>N/A</p>	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you 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 and career progression?</p>	

	<p>Please provide evidence of the above.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	YES



	Evidence attached - -Grievance Procedure	
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	<p>YES/NO</p> <p>N/A</p>

3.	Safeguarding of adults and children	
	<p><i>Why do we need to know this?</i>  <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</p> <p>“Statement of government policy on adult safeguarding” (May 2011)</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
3.1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>YES</p> <p>YES</p>
3.2	For information: our requests for references will include a question relating to your organisation's record for safeguarding.	
3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a></p> <p>Shropshire Council's approach to adult protection  <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

[illegible]



957/1000 Words

[illegible]

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4.2	<p>We consider it a mandatory requirement that providers have and implement policies / procedures on the following aspects of service delivery. Do you have a policy for</p> <div data-bbox="276 1261 1106 1373" style="display: flex; justify-content: space-between; align-items: center;"> <div style="background-color: black; width: 320px; height: 50px;"></div> <div style="background-color: black; width: 30px; height: 50px;"></div> </div>

**Section F:**  
**Contract Experience, References & essential requirements**

<b>1.</b>	<b>Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 <b>similar</b> contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	<b>Name of Organisation/Company</b>	<b>Contact name, address &amp; telephone number &amp; email</b>	<b>Annual value of Contract (£)</b>	<b>Details of service provided</b>	<b>Contract Dates (From – To)</b>
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

3	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
4	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
5	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
6	<div></div>	<div></div>		<div></div>	<div></div>

7					
8					
9					
10					



2.	<b>Section F continued</b>
2.1	<p data-bbox="264 230 1404 465">Please set out below why you feel your organisation is well placed to undertake this <b>specific</b> 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 that your organisation has the knowledge, skills and experience to deliver this service and work with us in Shropshire. Your response needs to demonstrate that you have understood the contract specification and its implications for your organisation. (maximum 2000 words)</p> <p data-bbox="264 499 1050 533">Please attach your statement of purpose to your application.</p> <div data-bbox="264 566 1422 2049"><div data-bbox="264 566 721 604"></div><div data-bbox="264 633 470 873"></div><div data-bbox="264 902 1422 1008"></div><div data-bbox="312 1037 1163 1276"><div data-bbox="312 1037 323 1276"></div><div data-bbox="360 1037 1163 1276"></div></div><div data-bbox="264 1305 1422 1411"></div><div data-bbox="312 1440 1422 1747"><div data-bbox="312 1440 323 1747"></div><div data-bbox="360 1440 1422 1747"></div></div><div data-bbox="264 1776 1422 1915"></div><div data-bbox="264 1944 1422 2049"></div></div>

[illegible]

[illegible]



2.2	<p>In section 6.5.1 we said that all applicants will have to meet the requirements relating to legislation relevant to operating a children's home.</p> <p>a) Please describe how your organisation will meet this requirement as an organisation.</p> <p>b) Please describe how your organisation ensures that delivery staff are able to meet requirements, which are relevant to their posts.</p> <div style="background-color: black; height: 70px; width: 100%;"></div> <div style="background-color: black; height: 110px; width: 100%;"></div> <div style="background-color: black; height: 320px; width: 100%;"></div>

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





[illegible]

	<div data-bbox="260 147 1428 320" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="260 349 1428 488" data-label="Text"><p>[REDACTED]</p></div>
2.4	<p data-bbox="260 584 1428 685">In section 6.4.1, we list a number of outcomes which are important to our children and young people themselves. One of the quality standards in the April 2015 regulations relates to 'children's views, wishes and feelings'.</p> <ul style="list-style-type: none"> <li data-bbox="316 719 1428 786">a) Please describe how your service can respond to the sentiments expressed by our children and young people.</li> <li data-bbox="316 819 1428 887">b) Please describe how your service will listen to children's views, wishes and feelings and use them to influence practice and service development.</li> <li data-bbox="316 920 1428 954">c) Provide two examples to support your response to a) and b).</li> <li data-bbox="316 987 1428 1021">d) Please attach your children's guide.</li> </ul> <div data-bbox="260 1088 1428 1429" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="260 1458 1428 1731" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="260 1760 1428 1933" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="260 1962 1428 2029" data-label="Text"><p>[REDACTED]</p></div>

[illegible]



	<div data-bbox="263 147 1423 589" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 651 410 692" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 719 1423 824" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 853 1423 958" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 987 1423 1126" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="263 1155 1423 1664" data-label="Text"> <p>[REDACTED]</p> </div>
2.5	<p>In section 6.4.1, we said that this service needs to contribute to outcomes, like</p> <ul style="list-style-type: none"> <li>• Children's health, emotional well-being and resilience is supported</li> <li>• Children's educational needs are supported</li> <li>• Children's interests and aspirations are promoted</li> </ul> <p>These outcomes relate to three quality standards in the April 2015 regulations:</p> <ul style="list-style-type: none"> <li>• The health &amp; wellbeing standard</li> <li>• The education standard</li> <li>• The enjoyment and achievement standard</li> </ul>

a) Please describe your approach to achieving each of these these standards

b) Using examples, describe how your approach has worked well. Where is has worked less well, please describe how your experience has led you to improve your approach.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[illegible]



## **Section G:**

### **Accreditations, Ofsted inspections & staff skills level**

<b>1.</b>	<b>Accreditations, Ofsted inspections, staff skills levels</b>				
1.1	<p>Please list any professional or trade organisations by which your organisation is accredited. You should only list those that are <b>relevant to this contract</b> and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>	
	Independent Childrens Homes Association (ICHA)	[REDACTED]	23.2.1998	Renewed annually	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your organisation operates.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	None				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed NO
1.3	<p>In section 6.5.4 of our invitation to tender, we said that we wanted to work with providers who employ skilled staff and support them to provide basic and 'more than basic' care.</p> <p>For each residential unit you are proposing, please list the posts you would deploy in the delivery of this service, together with relevant qualifications and years of working in a care setting. Our evaluation of this criteria will be guided by the Children's Homes Regulations 2015.</p>				

Name of residential unit: The Meadows No of beds: \_\_\_\_\_

Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this

Name of residential unit: Church Cottage No of beds: \_\_\_\_\_

Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this

Name of residential unit: Pitcairn    No of beds: ____				

Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Name of residential unit: Four Oaks No of beds: [REDACTED]

Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



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Name of residential unit: Mill Cottage No of beds: 

██

Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this
<div>██████</div>	<div>██████████████████</div> <div>██████████████</div>	<div>████</div>	<div>████</div>
<div>██████</div>	<div>██████████████████</div> <div>██████████████</div>	<div>██████</div>	<div>██████</div>
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<div>████</div>	<div>██████████████████</div>	<div>████</div>	<div>████</div>

Name of residential unit: Kingswood No of beds: _____				
Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this	

[illegible]



[illegible]

[illegible]

	<div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 30px; width: 100%;"></div> <div style="background-color: black; height: 60px; width: 100%;"></div>
1.6	<p>In section 6.6.4 of the invitation to tender we said, that we wanted to work with providers who achieve good or better Ofsted grades.</p> <p>Please tell us how you achieve and maintain your Ofsted grades.</p> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 25%;"></div> <ul style="list-style-type: none"> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> <li> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div> </li> </ul> <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="width: 20px; height: 10px; background-color: black; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70%; height: 40px;"></div> </div>

[illegible]

1.7	<p>We consider it a mandatory requirement that providers have and implement policies on the following aspects of service delivery. Do you have a policy or procedure for</p> <ul style="list-style-type: none"> <li>• Complaints YES</li> <li>• Whistleblowing YES</li> <li>• Data handling &amp; protecting information YES</li> <li>• Lone / out of hours working YES</li> <li>• Staff recruitment, including DBS checks YES</li> </ul>
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## **Section H:** **Tender Schedule**

Applicants are advised to read the invitation to tender and questions carefully.  
Answers should be accurate and specific to this tender opportunity.

<b>1A Service &amp; Price Matrix for a proposed residential unit</b>			
			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider	[REDACTED]		
Name of unit	[REDACTED]		
Location & postcode	[REDACTED]		
Ofsted registration number	[REDACTED]		
Operated since	[REDACTED]		
Total number of beds in this unit	[REDACTED]	[REDACTED]	
Suitable for age range of (e.g. 11-15)	[REDACTED]		
Suitable for (circle one)	[REDACTED]	[REDACTED]	
Option to occupy part of a week	[REDACTED]		
Date of last Ofsted Inspection	[REDACTED]		
Grade obtained	[REDACTED]		
Date of previous Ofsted inspection	[REDACTED]		
Grade obtained	[REDACTED]		
Minimum number of beds available for a block contract in this residential unit	[REDACTED]		
Maximum number of beds available for a block contract in this residential unit	[REDACTED]		
<p>To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.</p> <p>This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact <a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a> with any queries.</p>			
<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		

Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract	£		
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type	£ per xxx		
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			

Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract	£		
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc	Unit price per hour / other	Additional info	
Type	£ per xxx		
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			



1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
1.1 Residential unit details		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
	08/2001		
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract	£		

Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			
<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type			
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)		Currently girls	
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds			

available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract	£		
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc	Unit price per hour / other	Additional info	
Type	£ per xxx		
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
1.1 Residential unit details		Additional info	Evaluation notes

Name of provider	[REDACTED]		
Name of unit	[REDACTED]		
Location & postcode	[REDACTED]		
Ofsted registration number	[REDACTED]		
Operated since	[REDACTED]		
Total number of beds in this unit	[REDACTED]		
Suitable for age range of (e.g. 11-15)	[REDACTED]		
Suitable for (circle one)	[REDACTED]	[REDACTED]	
Option to occupy part of a week	[REDACTED]		
Date of last Ofsted Inspection	[REDACTED]		
Grade obtained	[REDACTED]		
Date of previous Ofsted inspection	[REDACTED]		
Grade obtained	[REDACTED]		
Minimum number of beds available for a block contract in this residential unit	[REDACTED]		
Maximum number of beds available for a block contract in this residential unit	[REDACTED]		

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract	£		
Price for one bed in a 3 bed block contract	[REDACTED]	[REDACTED]	
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract	[REDACTED]		
Price for one bed as spot purchase	[REDACTED]	[REDACTED]	

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type	£ per xxx		
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract	£		
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price	Additional info	
	per hour / other		
Type	£ per xxx		
Residential Childcare Worker			
Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			

Total number of beds in this unit	1		
Suitable for age range of (e.g. 11-15)	11-15		
Suitable for (circle one)	11-15		
Option to occupy part of a week	1		
Date of last Ofsted Inspection	11/11/11		
Grade obtained	1		
Date of previous Ofsted inspection	11/11/11		
Grade obtained	1		
Minimum number of beds available for a block contract in this residential unit	1		
Maximum number of beds available for a block contract in this residential unit	1		

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	£		
Price for one bed in a 2 bed block contract	1111	1111	
Price for one bed in a 3 bed block contract	£		
Price for one bed in a 4 bed block contract	£		
Price for non-occupied bed in block contract	1111		
Price for one bed as spot purchase	1111	1111	

1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc	Unit price per hour / other	Additional info	
Type	£ per xxx		
Residential Childcare Worker	1111		

Waking Night			
Agency staff			
Therapy			
Mileage			
Enhanced staffing			
1:1			
2:1			

**If a tenderer wishes to submit more than one residential unit in their application, then please copy and paste the above table for each additional unit into this document here.**

2.	<b>Quality: Tender Specification Response</b> (Sections referred to relate to our Invitation to Tender document).
	Max. Mark
2.1	<p>In section 6.4.1, we said that we are looking for a service which supports children and young people to develop basic independent living skills.</p> <p>In section 6.5.4, we said that we want to work with providers who support exit plans to reunite children with their families, e.g. manage phased returns.</p> <p>Please describe your approach to these <b>two</b> requirements. Provide two examples to support your answer and reflect on what worked well and less well in each case. Where your approach has worked less well, please describe how you have improved your approach as a result.</p> <p>-----</p> <div data-bbox="276 1310 1262 1753" style="background-color: black; height: 198px; width: 100%;"></div> <div data-bbox="276 1783 1262 2022" style="background-color: black; height: 107px; width: 100%;"></div>



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	<div data-bbox="276 143 1259 383"></div> <div data-bbox="276 414 1259 654"></div> <div data-bbox="276 683 422 723"></div> <div data-bbox="276 750 820 790"></div> <div data-bbox="276 817 1259 1158"></div> <div data-bbox="276 1187 1259 1865"></div> <div data-bbox="276 1895 1259 2024"></div>	
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2.2	<p>In section 6.5.4, we said that we wanted to work with providers, who have strategies and are committed to play their part in managing children's challenging or risky behaviour.</p> <p>a) Using two recent and different examples, please tell us how you have successfully managed children's risky behaviour. What have you learned when your approach worked less well.</p> <p>b) Please describe you would approach the following scenario:</p> <div></div> <div></div>	140

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



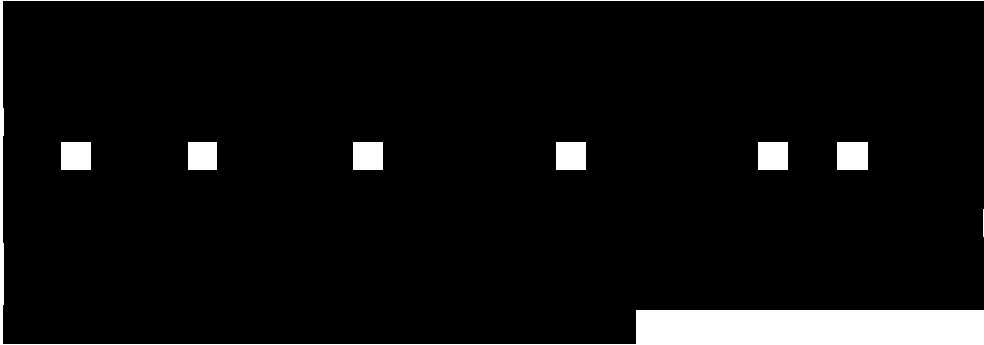

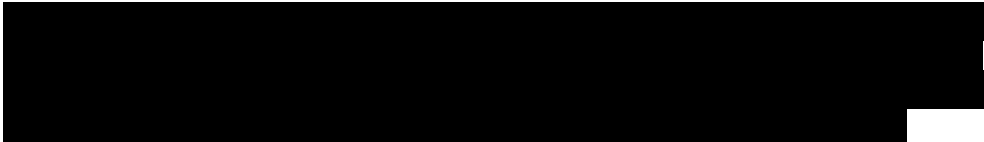
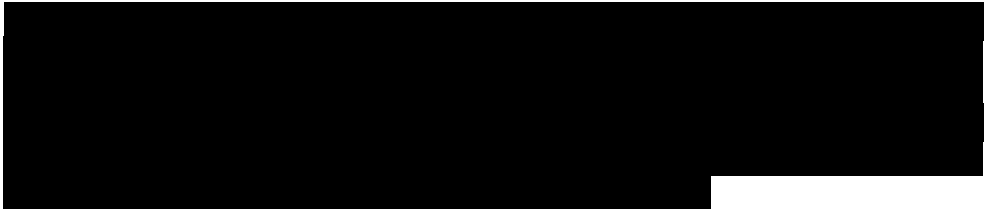

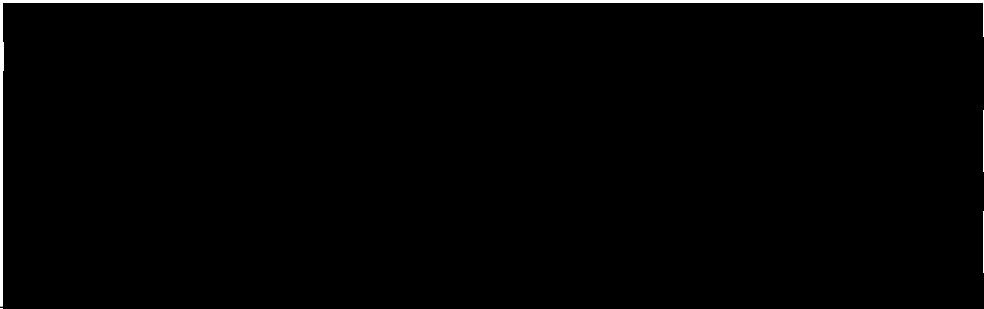


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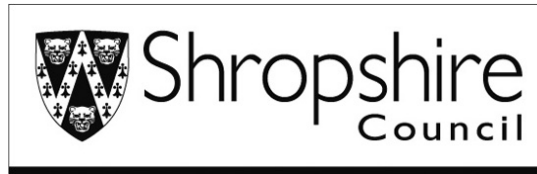
	<div style="background-color: black; width: 100%; height: 100%; min-height: 400px;"></div>	
2.3	<p>We said that we wanted to establish a number of block contracts in order to achieve a diverse range of provision.</p> <p>In the previous section (1.3), we asked you to list any additional or optional services, which you can offer. These could include therapies, additional staffing, and facilities.</p>	140

	<p>Please add information here that adds value to your proposal and may distinguish your tender response from others. This information could relate to price or qualitative aspects of your proposal. (Maximum 1000 words)</p> <div data-bbox="274 313 1262 656"></div> <div data-bbox="274 683 1262 958"></div> <div data-bbox="274 985 1262 1126"></div> <div data-bbox="274 1153 1262 1361"></div> <div data-bbox="274 1388 1262 1697"></div> <div data-bbox="274 1724 1262 2031"></div>	
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	<div></div> <div></div> <div></div>	
2.4	<p>In section 6.5.4, we said that we want to work with providers who can demonstrate how their appointment might improve the economic, social and environmental well-being of the community in which they operate.</p> <p>Our Social Value framework refers to outcomes and measures of success which are relevant to this service.</p> <p>Please describe how your service can contribute to an environmental benefit by describing what you can do to ensure that your setting’s role is understood by its neighbours and that neighbours will feel safe and supportive of its aims.</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	80



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**EMC 027:**  
**Specialist Residential Care Services**  
**for Looked After Children**

**Tender Response Document**

Name of  
TENDERING  
ORGANISATION  
(please insert)

**Reflexion Care Group Limited**

## Shropshire Council Tender Response Document

### **Contract Description:**

#### ***Specialist Residential Care Services for Looked After Children***

Shropshire Council on behalf of its Children's Services Directorate seeks to procure the provision of this service externally.

The service will provide specialist residential care for some of Shropshire Council's Looked After Children and young people, aged 8-17 at time of admission.

The service excludes educational provision.  
The service excludes emergency care placements.

The needs of our looked after children are diverse. We seek to establish a number of block contracts with different providers to achieve a diverse offer of residential settings. Each block contract will have the option to spot purchase additional beds based on the council's need.

The age range for this service will be 8-17, at time of admission. Some children and young people will have challenging emotional and/or behavioural disorders. Some will have a tendency to engage in risky behaviour. Many will have an Education – Health – Care plan.

Successful tenderers will become part of the corporate family and will be equally accountable for ensuring that they achieve best outcomes for children in their care.

The contract will be for an initial period of 3 years with an option exercisable on behalf of the council to extend for a maximum further period of two times twelve months.

### **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 via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;



- c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

### **Contents**

<b>Section</b>	<b>Description</b>	<b>Page</b>
A1	Form of Tender	6
A2	Non-Canvassing Certificate	7
A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety, Equal Opportunities, Safeguarding	15
F	References, Contract Experience & essential requirements	22
G	Accreditations, Inspections and Skills Level	25
H	Tender Schedule	28

### **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.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
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 & 3	Adequate Health & Safety, Equal Opportunities, Safeguarding, Health & Safety for children
Section F / Q 1 & 2	References and adequate experience to meet essential requirements
Section G / Q 1	Adequate Accreditations, Inspections and Staff 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 and safeguarding children and adults, they may be excluded.

Section F Experience and References & G Accreditations, Inspections 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.

We want to have diversity and choice in externally commissioned residential settings. We intend to establish a number of contracts with different providers to achieve this.

We will be looking for value for money when we consider tenderers' unit prices. If supply exceeds our requirements, then the council reserves the right to establish

contracts with providers in a way which is economically advantageous and best fits our requirements.

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
<b>Price 50% (500 marks)</b>		
Section H / Q 1.2	Price	50% / 500 max marks
<b>Total for price</b>		<b>50% / 500 max marks</b>
<b>Quality 50% (500 marks)</b>		
Section H / Q 2.1	Support for independence skills & exit strategies	14% / 140 max marks
Section H / Q 2.2	Strategies for dealing with risky / difficult behaviour	14% / 140 max marks
Section H / Q 2.3	Added Value & diversity	14% / 140 max marks
Section H / Q 2.4	Social Value	8% / 80 max marks
<b>Total for quality</b>		<b>50% / 500 max marks</b>

#### **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
<b>Excellent</b>	<b>10</b>	<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>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<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>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<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>
	<b>5</b>	

<b>Minor Reservations</b>	<b>4</b>	<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>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<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>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<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 overall will receive the full 50% 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 overall.**

### **Price Evaluation and scoring**

Total price will be taken from tender response to question 1.2 in section H.

The price evaluation will be based on prices for one bed in a 1, 2, 3 or 4 bed block contract.

Prices will be compared in a like-for-like way. By this we mean:

- A tender for a price for 'one bed in a 1 bed block contract' will only be compared to a 'one bed in a 1 bed block contract'.
- A tender for a price for 'one bed in a 2 bed block contract' will only be compared to a price for 'one bed in a 2 bed block contract', etc.

For example:

- The most competitively priced tender for 'one bed in a 1 bed block contract' will receive the maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.
- The most competitively priced tender for 'one bed in a 2 bed block contract' will receive the maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Specialist Residential Services for Looked After Children

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 Specialist Residential Care Services for Looked After Children 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.....

Date .....

Designation .....

Company.....

Address .....

.....

..... Post Code .....

Tel No ..... Fax No .....

E-mail address .....

Web address .....

**See attachment: Signed document uploaded – Ref: Section A – 1. Form of Tender**

**Section A:**  
**2. Non-Canvassing Certificate**

Non-Canvassing Certificate

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

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

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

Signed (1) ..... Status.....

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

(For and on behalf of .....)

Date .....

**See attachment: Signed document uploaded – Ref: Section A – 2. Non-Canvassing Certificate**

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) ..... Status.....

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

(For and on behalf of .....)

Date .....

**See attachment: Signed document uploaded – Ref: Section A – 3. Non-Collusive Tendering Certificate**

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

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

**Yes / No**

If yes, please give details:

Name	Relationship

***Please note:***

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

Signed (1) ..... Status.....

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

(For and on behalf of .....)

Date .....

**See attachment: Signed document uploaded – Ref: Section A – 4. Declaration of Connection with Officers or Elected Members of the Council**



## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>
1.1	<p>Name of contracting Company/Organisation:</p> <p>Reflexion Care Group Limited - Trading as 'New Reflexions'</p> <p>Address: Head Office Black Birches Hadnall Nr Shrewsbury Shropshire</p> <p>Postcode: SY4 3DH</p> <p>Tel: 01939 210040</p> <p>Email: <a href="mailto:enquiries@newreflexions.co.uk">enquiries@newreflexions.co.uk</a></p>
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: New Reflexions Head Office Black Birches Hadnall Nr Shrewsbury Shropshire</p> <p>Postcode: SY4 3DH</p> <p>Company registration number: 06413244</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: Operations Director</p> <p>Correspondence Address:  Head Office  Black Birches  Hadnall  Nr Shrewsbury  Shropshire</p> <p>Postcode: SY4 3DH</p> <p>Tel: 01939 210040</p> <p>Email: [REDACTED]</p>	
1.4	<p>Please name the person(s) who will lead on contract and service development prior to contract start.</p> <p>Name: [REDACTED]</p> <p>Job title: Care Director</p> <p>Tel: 01939 210040</p> <p>Email: [REDACTED]</p>	
1.5	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>N/A</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 5 <sup>th</sup> Nov 2007	
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: N/A</p> <p>Registered Address: N/A</p> <p>Postcode: N/A</p> <p>Registration Number: N/A</p>	
2.4	<p>How many years has your company been providing Specialist Residential Care Services for Looked After Children?</p> <p style="text-align: right;">█ years</p>	
2.5	Total number of employees: █	
2.6	<p>Total number of employees engaged solely in the provision of Specialist Residential Care Services for Looked After Children</p> <p>█</p>	

## **Section C:**

### **Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<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      MARKEL</p> <p>Date policy taken out              5<sup>th</sup> November 2014</p> <p>Expiry date of the policy          4<sup>th</sup> November 2015</p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions;</p> <p>Advise insurers of known arsonists and provide copy of risk assessment</p>	
1.2 (a)	Please confirm that you hold a minimum of £10,000,000 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      MARKEL</p> <p>Date policy taken out              5<sup>th</sup> November 2014</p> <p>Expiry date of the policy          4<sup>th</sup> November 2015</p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions;</p> <p>Advise insurers of known arsonists and provide copy of risk assessment</p>	

1.3	<p>Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals</p> <p><b>See attachment Ref: Section C - 1.3 - Financial &amp; Insurance Information- Insurance certificate - a, b and c</b></p>	Enclosed YES																				
<b>2.</b>	<b>Financial Details</b>																					
*	<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 net profit in the last 3 years.  <b>(Please insert figures – do not refer to attached accounts)</b>          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><b>Accounts Enclosed</b></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>2012/13</td><td>██████████</td><td>██████████</td><td><b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial &amp; Insurance Information – 2012 -2013</td></tr> <tr> <td>2013/14</td><td>██████████</td><td>██████████</td><td><b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial &amp; Insurance Information – 2013 -2014</td></tr> <tr> <td>2014/15</td><td>██████████</td><td>██████████</td><td><b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial &amp; Insurance Information – 2014 -2015</td></tr> </tbody> </table>		<u>Company</u>			<b>Accounts Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2012/13	██████████	██████████	<b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial & Insurance Information – 2012 -2013	2013/14	██████████	██████████	<b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial & Insurance Information – 2013 -2014	2014/15	██████████	██████████	<b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial & Insurance Information – 2014 -2015
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2013/14	██████████	██████████	<b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial & Insurance Information – 2013 -2014																			
2014/15	██████████	██████████	<b>YES – See Attachment Ref:</b> Section C - 1.3 - Financial & Insurance Information – 2014 -2015																			

	(If exact figures are not available please provide your best estimate of the figures required)								
2.2	<p>Please show below your company's turnover in the provision of Specialist Residential Care Services for Looked After Children' support in the last three financial years.</p> <p>(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 Specialist Residential Care Services for Looked After Children</th></tr> </thead> <tbody> <tr> <td>2012/13</td><td>██████████</td></tr> <tr> <td>2013/14</td><td>██████████</td></tr> <tr> <td>2014/15</td><td>██████████</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 Specialist Residential Care Services for Looked After Children	2012/13	██████████	2013/14	██████████	2014/15	██████████
<u>Year</u>	Turnover in relation to Specialist Residential Care Services for Looked After Children								
2012/13	██████████								
2013/14	██████████								
2014/15	██████████								
2.3	<p>Do you have a policy or procedure relating to the handling of money</p> <p>Yes</p> <p><b>See attachment: Ref- Section C - 2.3 - Petty Cash</b></p>								

### **Section D:**

### **Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	<p>If YES to 1.1 please provide further details.</p> <p>N/A</p>	

<b>2.</b>	<b>Contract Terminations/Deductions</b>
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>None</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>None</p>

## **Section E:**

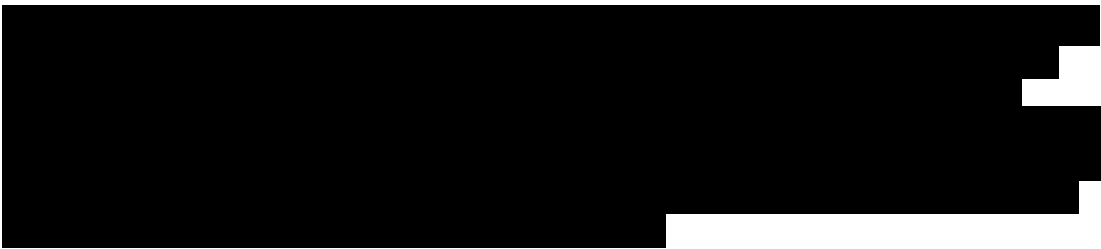

### **Health & Safety, Equal Opportunities and Safeguarding**

<b>1.</b>	<b>Health &amp; Safety at Work</b>
*	<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 &amp; 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: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></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 &amp; Safety at Work Act 1974)</p>
	YES

	Please tick here if copy enclosed <input checked="checked" type="checkbox"/>  <b>See attachment Ref: Section E – 1.1 – Health &amp; Safety Policy</b>	
1.2	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?	NO
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: N/A Reference No: N/A Date accreditation expires or is to be renewed: N/A Please tick here if a copy of certificate attached N/A <input type="checkbox"/>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).  N/A	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<b>If YES to 1.6 please state what has been assessed.</b> <b>(At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</b>  <div style="background-color: black; height: 60px; width: 100%;"></div>  <div style="background-color: black; height: 40px; width: 100%;"></div>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<b>If YES to 1.8 please state what training has been given.</b>  <div style="background-color: black; height: 20px; width: 100%;"></div>	



	<div style="background-color: black; width: 100%; height: 100%;"></div>							
1.10	Does your company monitor:  (a) Accidents  (b) Ill health caused by work  (c) Health & Safety Performance	YES  YES  YES						
1.11	Does your company have a recognised health & safety management system?  Please give details below:	NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">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	<b>Does your company consult with employees on health and safety?</b>  <b>If YES, please give details below.</b> <div style="background-color: black; width: 100%; height: 100%;"></div>	YES						

1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are. N/A	
1.16	If YES to 1.14 how do you ensure they are competent? N/A	
1.17	<b>Where do you get your competent health and safety advice?</b>    	



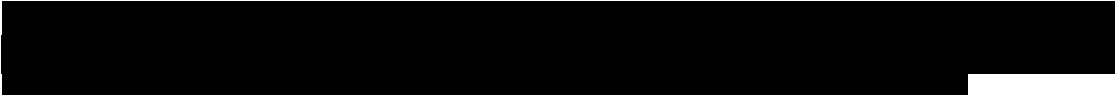
2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply 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> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i></p> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2010</li> </ul> <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p><b>See attachment Ref: Section E - 2.1 - Children's Policy, Values and Principles</b></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> <ul style="list-style-type: none"> <li>• Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;</li> <li>• Advance equality of opportunity between those who share protected characteristics and those who do not;</li> <li>• Foster good relations between those who share protected characteristics and those who do not.</li> </ul> <p><b>How do you promote equality in your service delivery and towards your employee management as part of your operations?</b></p> <p>At New Reflexions we embrace the right to be an individual and actively encourage our</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul>	
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	(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)	

	<p><b>How do you 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 and career progression?</b></p> <p><b>Please provide evidence of the above.</b></p> <div style="background-color: black; height: 100px; width: 100%;"></div> <div style="background-color: black; height: 60px; width: 100%;"></div> <div style="background-color: black; height: 80px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p> <p><b>See attachment Ref: Section E - 2.8 - Grievance Procedures</b></p>	YES
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES

<b>3.</b>	<b>Safeguarding of adults and children</b>	
	<p><i>Why do we need to know this?</i></p> <p><i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p>	

	<p>"Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)"</p> <p>"Statement of government policy on adult safeguarding" (May 2011)</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
3.1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p><b>See attachment Ref: Section E - 3.1 - Child Protection Referrals</b></p> <p></p>	<p>YES</p> <p></p>
3.2	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>	
3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a></p> <p>Shropshire Council's approach to adult protection <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed ..... Status..... (For and on behalf of .....)</p> <p>Date .....</p> <p><b>See attachment – Ref – Section E - 3.3 (Signed document uploaded)</b></p>	
3.4	<p><b>In section 6.5.2 of the Invitation to Tender, we said that we require that all applicants can demonstrate understanding and compliance with local safeguarding procedures as determined by Shropshire's Safeguarding Children Board.</b></p> <p><b>Please describe how your organisation will ensure that it can meet this requirement from the start and throughout the contract. (maximum 1000 words).</b></p> <p></p>	

	<div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div>
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<b>4.</b>	<b>Health &amp; Safety relating to children &amp; young people</b>
4.1	<p>In section 6.5.2 of the Invitation to Tender, we said that all applicants will have to comply with the council's and the Children's Homes Regulations 2015 requirements to notify without delay when specific situations arise in relation to the young person in their care.</p> <p>Please describe how your organisation will meet this requirement.</p> <div style="background-color: black; height: 120px; width: 100%;"></div>
4.2	<p>We consider it a mandatory requirement that providers have and implement policies / procedures on the following aspects of service delivery. Do you have a policy for</p> <ul style="list-style-type: none"> <li>• The control &amp; administration of medicine <div style="background-color: black; height: 1.2em; width: 100%;"></div> </li> <li>• Positive handling / control and restraint <div style="background-color: black; height: 1.2em; width: 100%;"></div> </li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Risk Management</b> Ref: Section E – 4.2 - Risk Assessment Procedure</li> </ul>	<b>YES – See attachment -</b>
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**Section F:**  
**Contract Experience, References & essential requirements**

1.	Contract Experience and References				
1.1	Please list below up to a maximum of 10 <b>similar</b> 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	Annual value of Contract (£)	Details of service provided	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]





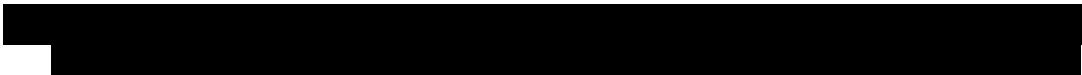
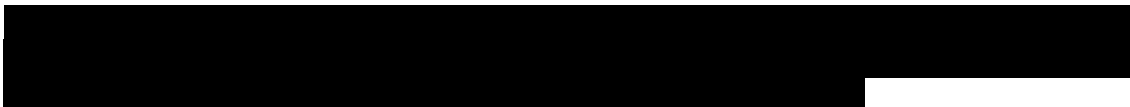




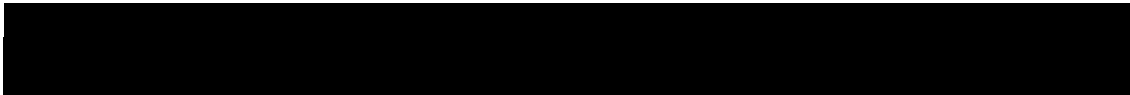
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	Aimee Lowther	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

9					
10					

2.	<b>Section F continued</b>
2.1	<p data-bbox="268 248 1396 483">Please set out below why you feel your organisation is well placed to undertake this <b>specific</b> 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 that your organisation has the knowledge, skills and experience to deliver this service and work with us in Shropshire. Your response needs to demonstrate that you have understood the contract specification and its implications for your organisation. (maximum 2000 words)</p> <p data-bbox="440 517 1225 551">Please attach your statement of purpose to your application.</p> <div data-bbox="263 584 1331 692"><div></div></div> <div data-bbox="263 719 1422 958"><div></div></div> <div data-bbox="263 987 1422 1193"><div></div></div> <div data-bbox="263 1223 1422 1397"><div></div></div> <div data-bbox="263 1426 1422 1563"><div></div></div> <div data-bbox="263 1592 1422 1666"><div></div></div> <div data-bbox="263 1695 1422 1800"><div></div></div> <div data-bbox="263 1830 1422 1935"><div></div></div> <div data-bbox="263 1964 1422 2033"><div></div></div>

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2.2	<p data-bbox="264 181 1342 248"><b>In section 6.5.1 we said that all applicants will have to meet the requirements relating to legislation relevant to operating a children’s home.</b></p> <p data-bbox="316 282 1366 349"><b>a) Please describe how your organisation will meet this requirement as an organisation.</b></p> <div data-bbox="264 383 1422 1368"><div data-bbox="264 383 1422 488"></div><div data-bbox="264 517 1377 589"></div><div data-bbox="264 618 1422 723"></div><div data-bbox="264 752 1316 790"></div><div data-bbox="264 819 1422 1234"><div data-bbox="264 819 967 857"></div><div data-bbox="312 857 1422 1093"></div><div data-bbox="312 1122 1422 1234"></div></div><div data-bbox="264 1263 1422 1368"></div></div>
2.3	<p data-bbox="264 1431 1385 1498"><b>In section 6.5.4, we said that we want to work with providers who will contribute to the outcomes of care plans, regardless of length of stay.</b></p> <p data-bbox="264 1532 1193 1565"><b>Please describe how your organisation will meet this requirement.</b></p> <div data-bbox="264 1599 1398 1973"><div data-bbox="264 1599 1398 1805"></div><div data-bbox="264 1834 1398 1973"></div></div>

2.4	<p data-bbox="261 174 1404 280"><b>In section 6.4.1, we list a number of outcomes which are important to our children and young people themselves. One of the quality standards in the April 2015 regulations relates to ‘children’s views, wishes and feelings’.</b></p> <p data-bbox="312 309 1404 380"><b>a) Please describe how your service can respond to the sentiments expressed by our children and young people.</b></p> <div data-bbox="261 412 1396 553"></div> <div data-bbox="261 580 1396 788"></div> <div data-bbox="261 815 1396 956"></div> <div data-bbox="261 983 1396 1158"></div> <div data-bbox="309 1184 1396 1258"></div> <div data-bbox="261 1285 1396 1391"></div> <div data-bbox="261 1417 1396 1523"></div> <div data-bbox="261 1550 1396 1691"></div> <div data-bbox="261 1718 1396 1823"></div> <div data-bbox="309 1850 1209 1899"></div> <div data-bbox="261 1926 1396 2031"></div>
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	<div></div> <div></div> <div></div> <div></div>
2.5	<p>In section 6.4.1, we said that this service needs to contribute to outcomes, like</p> <ul style="list-style-type: none"><li>• Children’s health, emotional well-being and resilience is supported</li><li>• Children’s educational needs are supported</li><li>• Children’s interests and aspirations are promoted</li></ul> <p>These outcomes relate to three quality standards in the April 2015 regulations:</p> <ul style="list-style-type: none"><li>• The health &amp; wellbeing standard</li><li>• The education standard</li><li>• The enjoyment and achievement standard</li></ul> <p><b>a) Please describe your approach to achieving each of these standards</b></p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>



[REDACTED]

[REDACTED]

**b) Using examples, describe how your approach has worked well. Where is has worked less well, please describe how your experience has led you to improve your approach.**

[REDACTED]

[REDACTED]

[REDACTED]

## **Section G:**

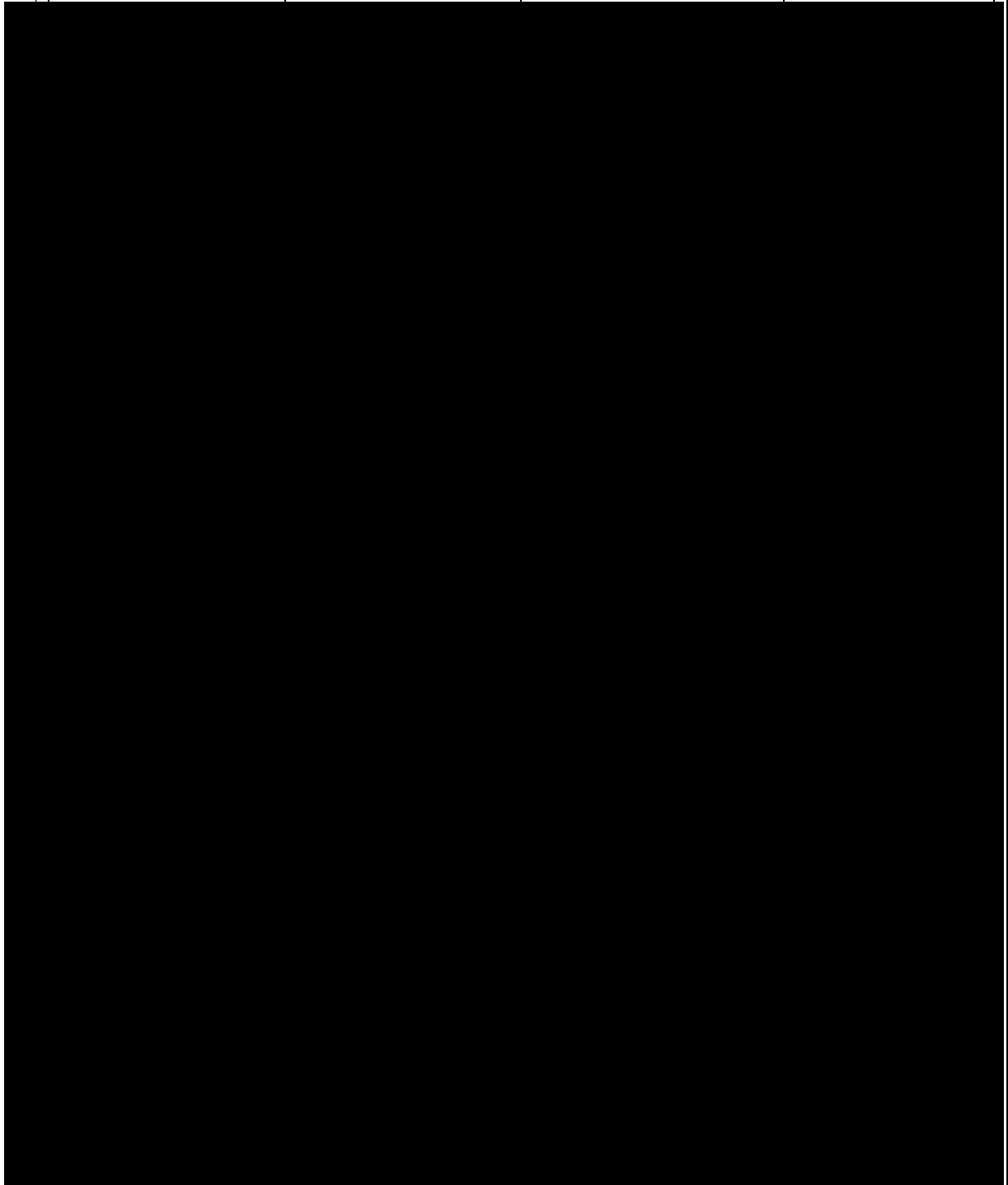
### **Accreditations, Ofsted inspections & staff skills level**

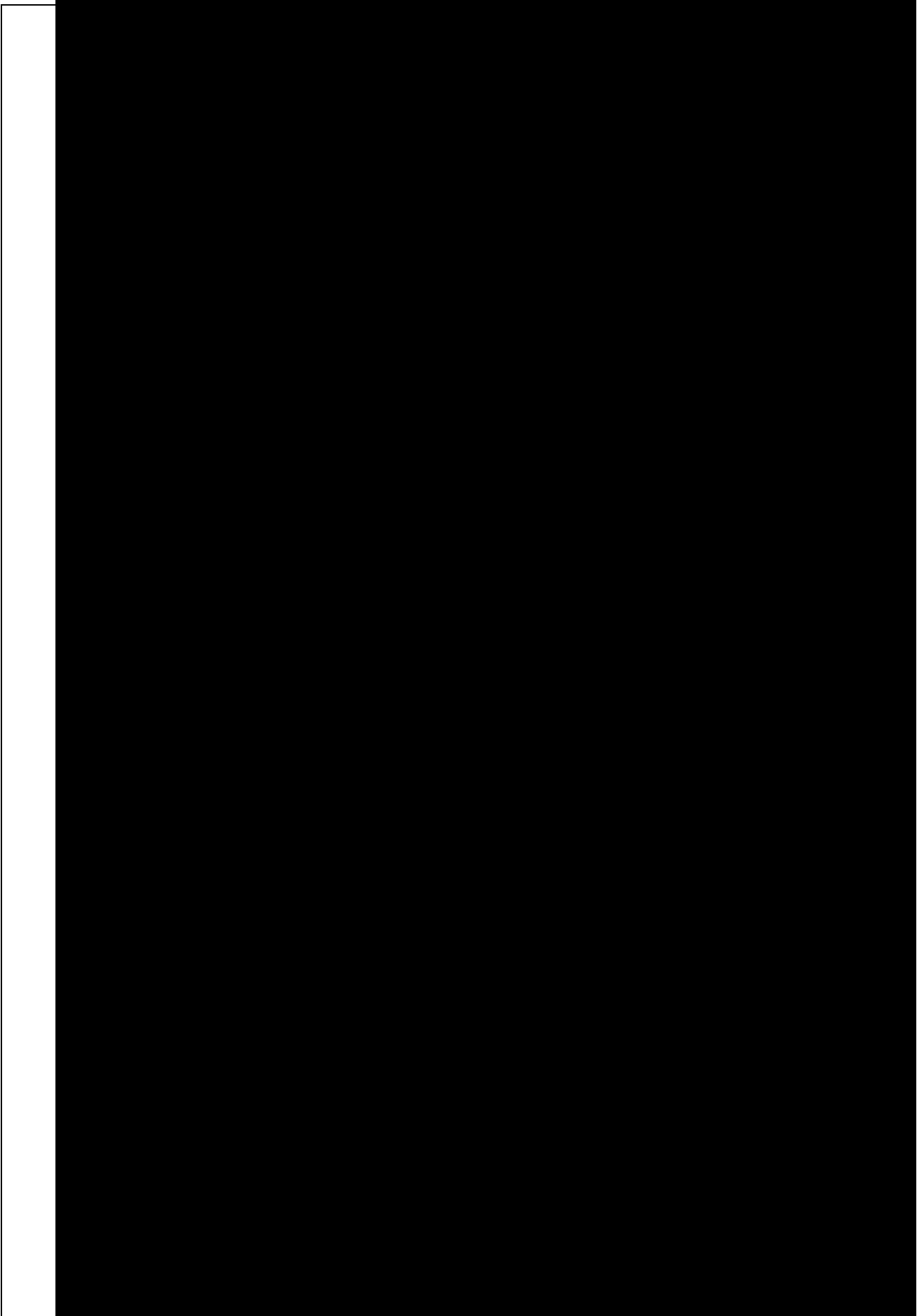
<b>1.</b>	<b>Accreditations, Ofsted inspections, staff skills levels</b>				
1.1	<p>Please list any professional or trade organisations by which your organisation is accredited. You should only list those that are <b>relevant to this contract</b> and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>	
	None				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed N/A
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your organisation operates.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	None				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed N/A
1.3	<p>In section 6.5.4 of our invitation to tender, we said that we wanted to work with providers who employ skilled staff and support them to provide basic and 'more than basic' care.</p>				

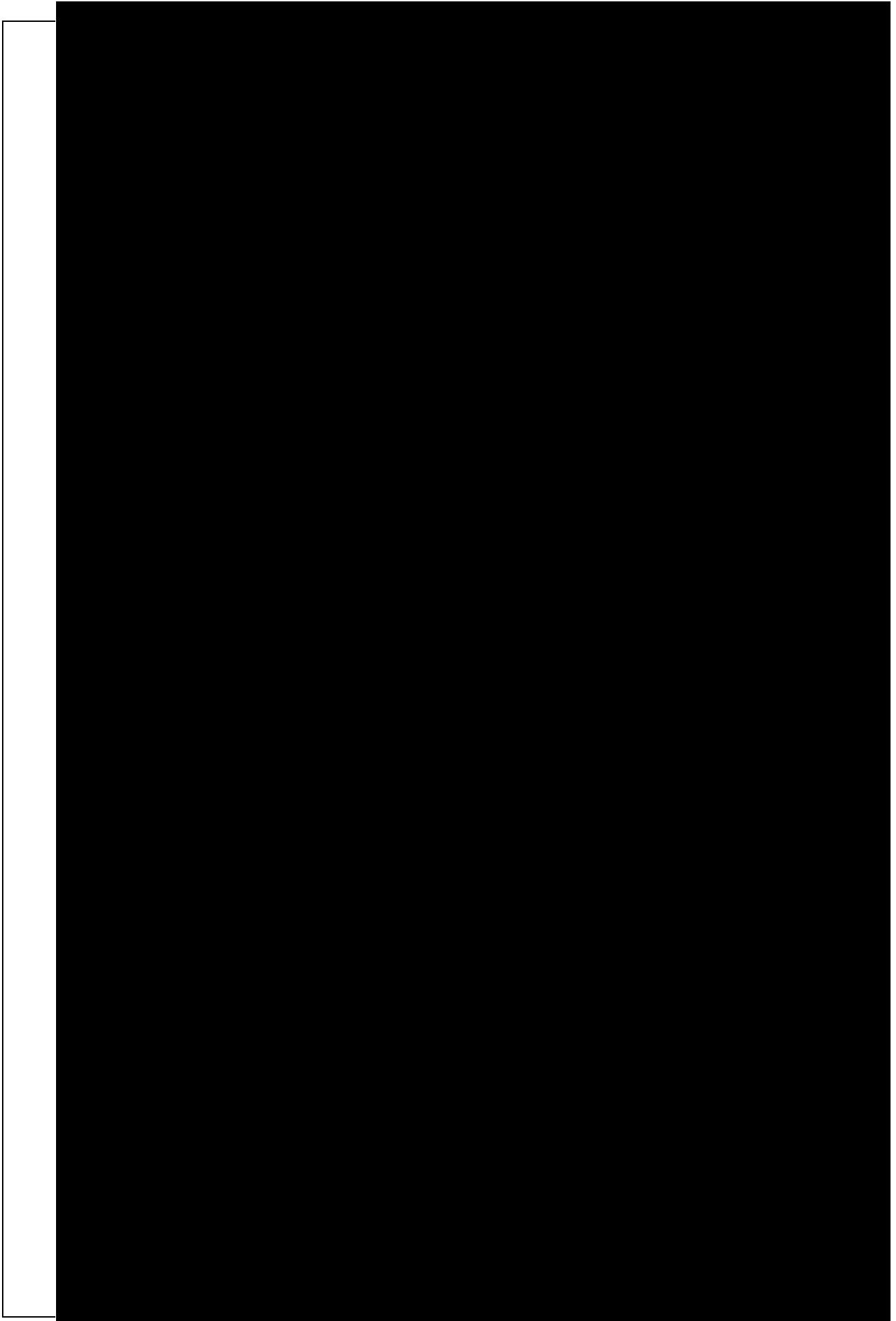
For each residential unit you are proposing, please list the posts you would deploy in the delivery of this service, together with relevant qualifications and years of working in a care setting. Our evaluation of this criteria will be guided by the Children's Homes Regulations 2015.

**Name of residential unit: Battlefield House    No of beds: 3**

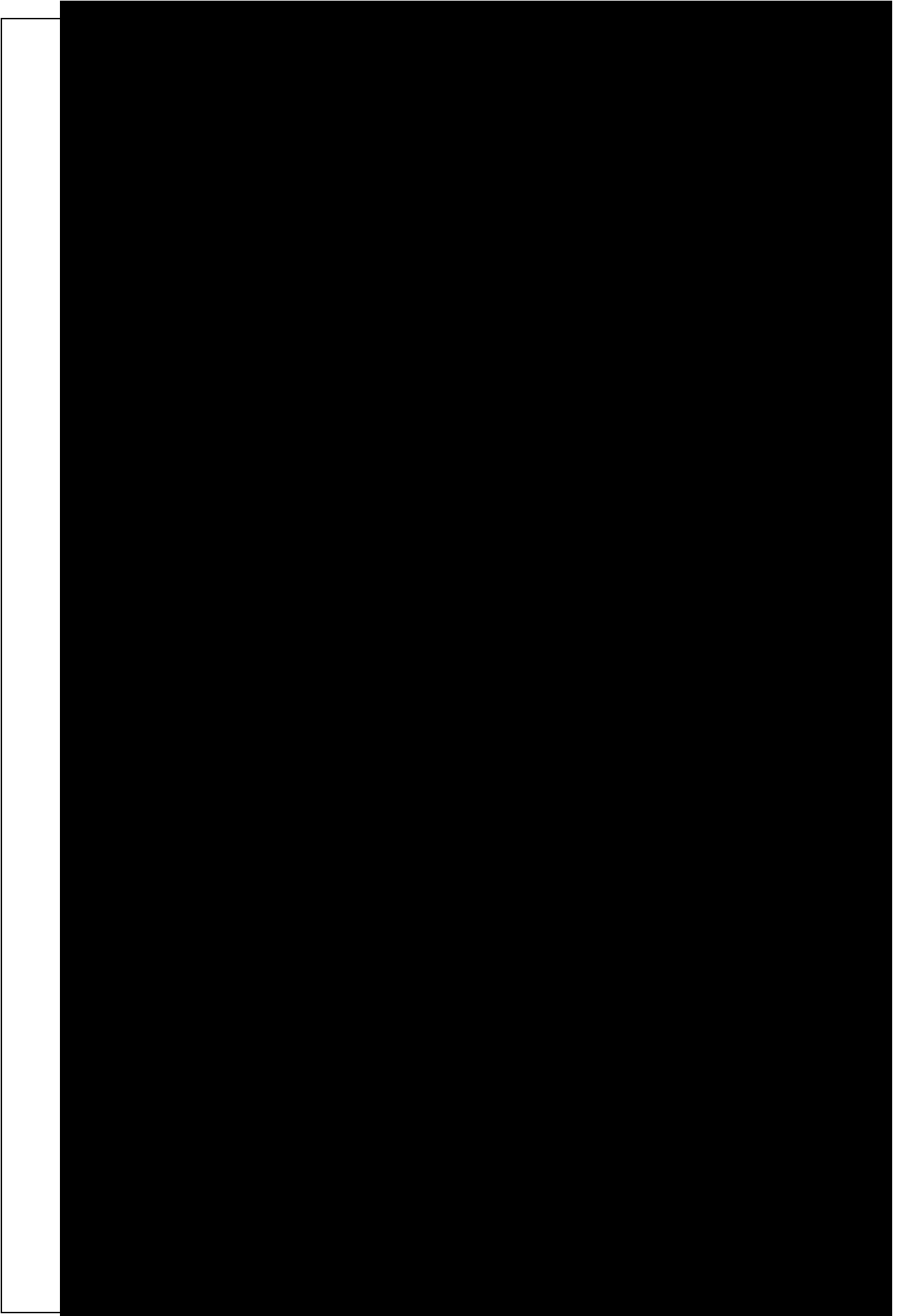
Post	Qualification (achieved or worked towards)	No. of years of experience in post in your organisation	Total no. of years of experience in a post like this
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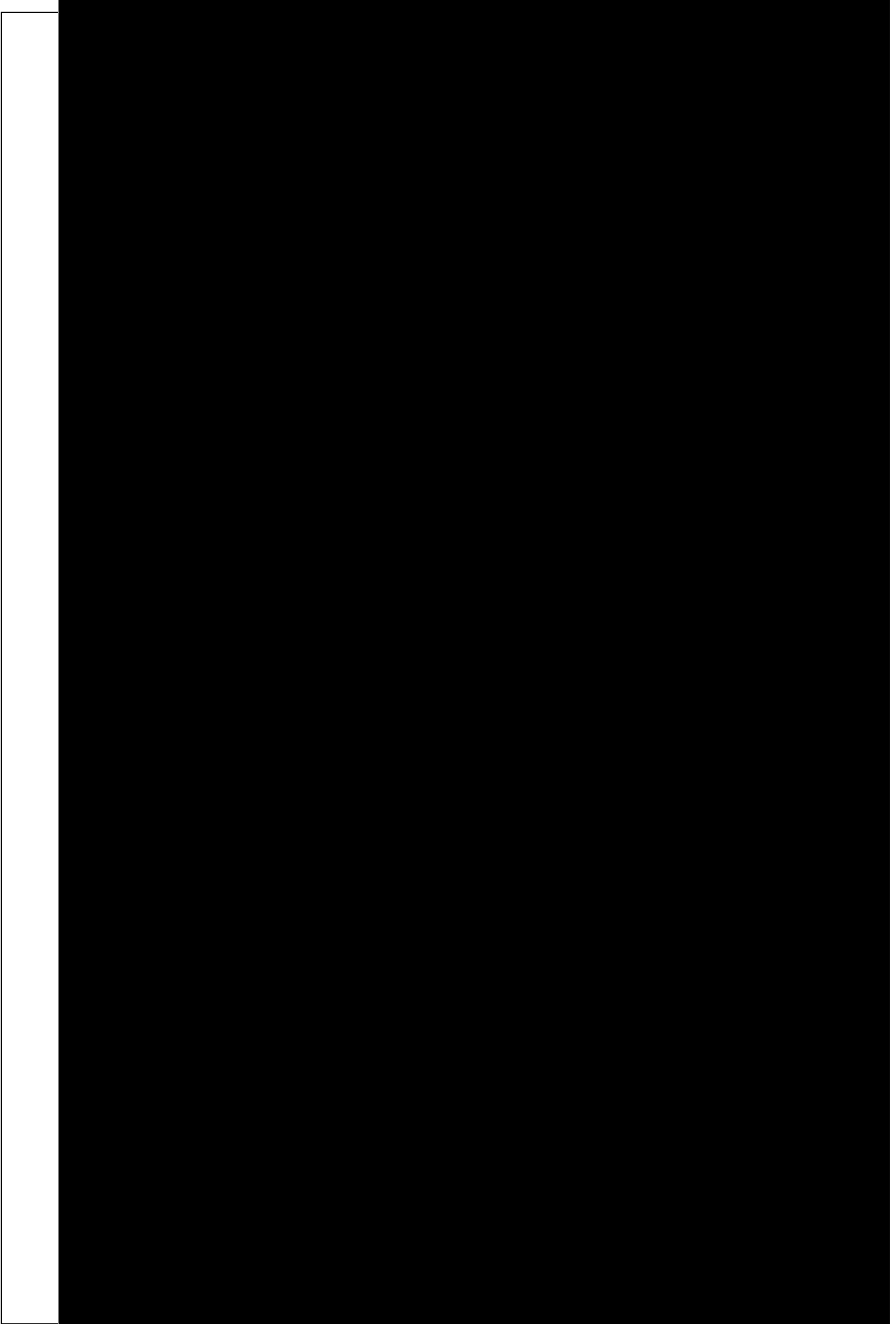




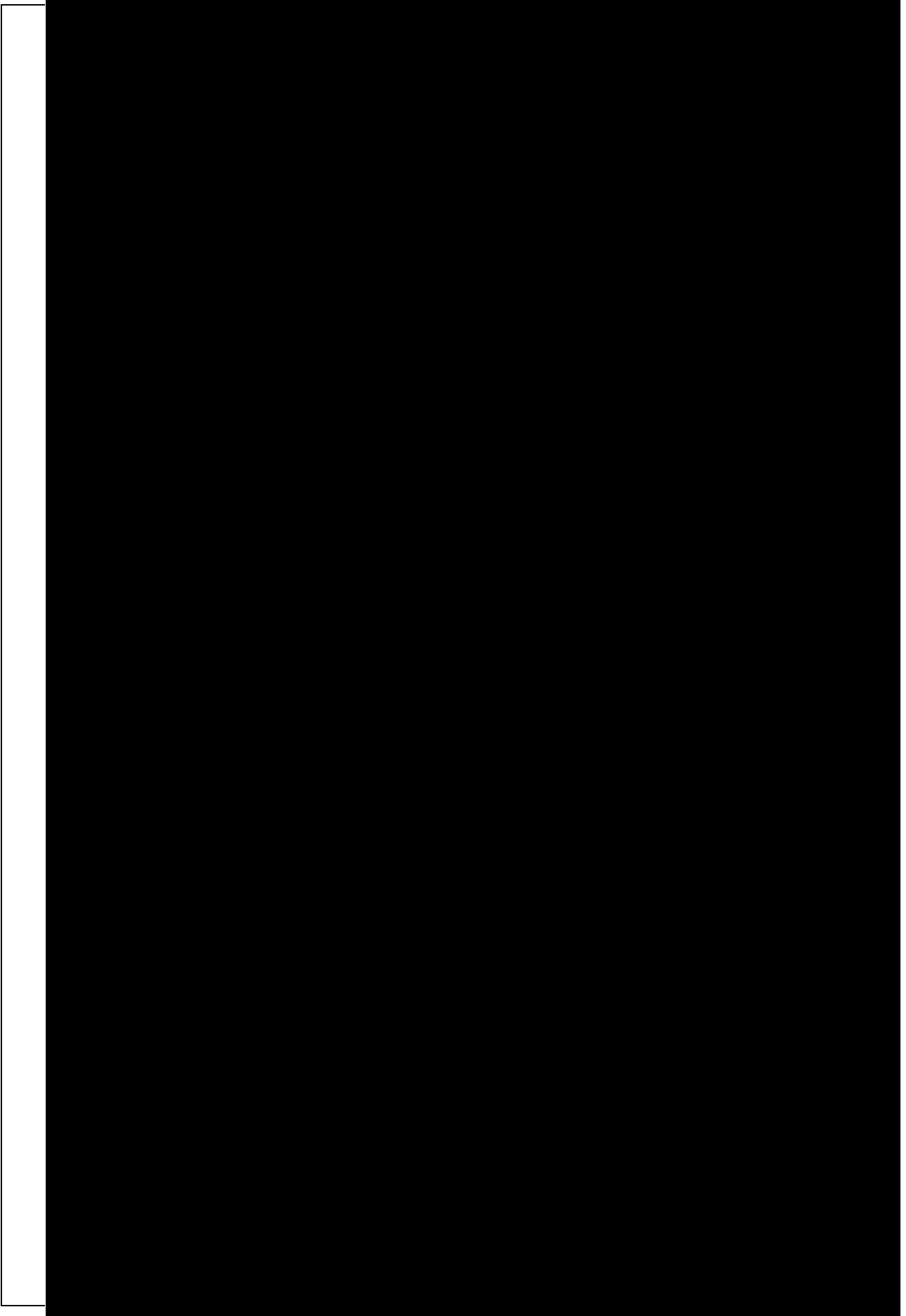


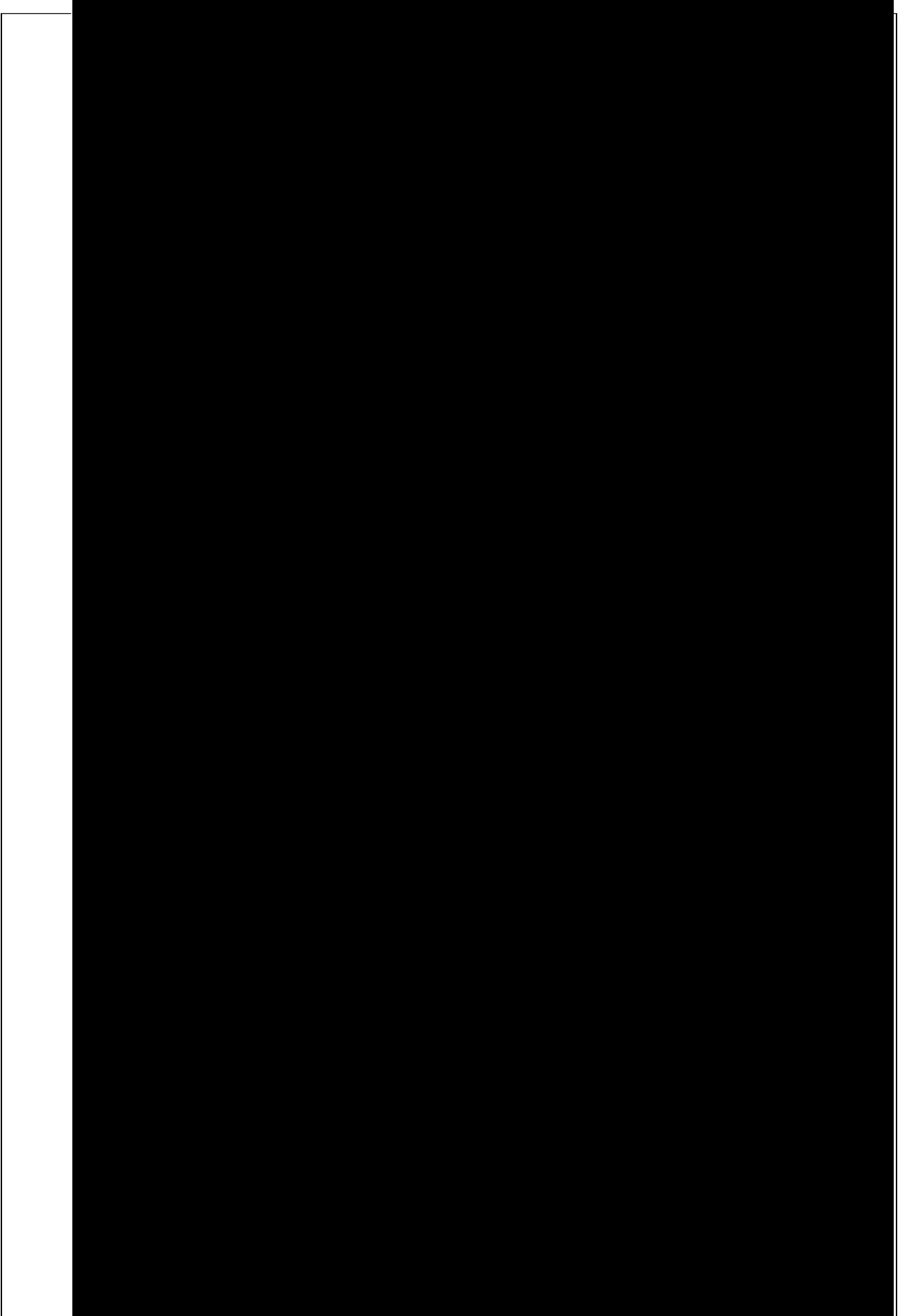


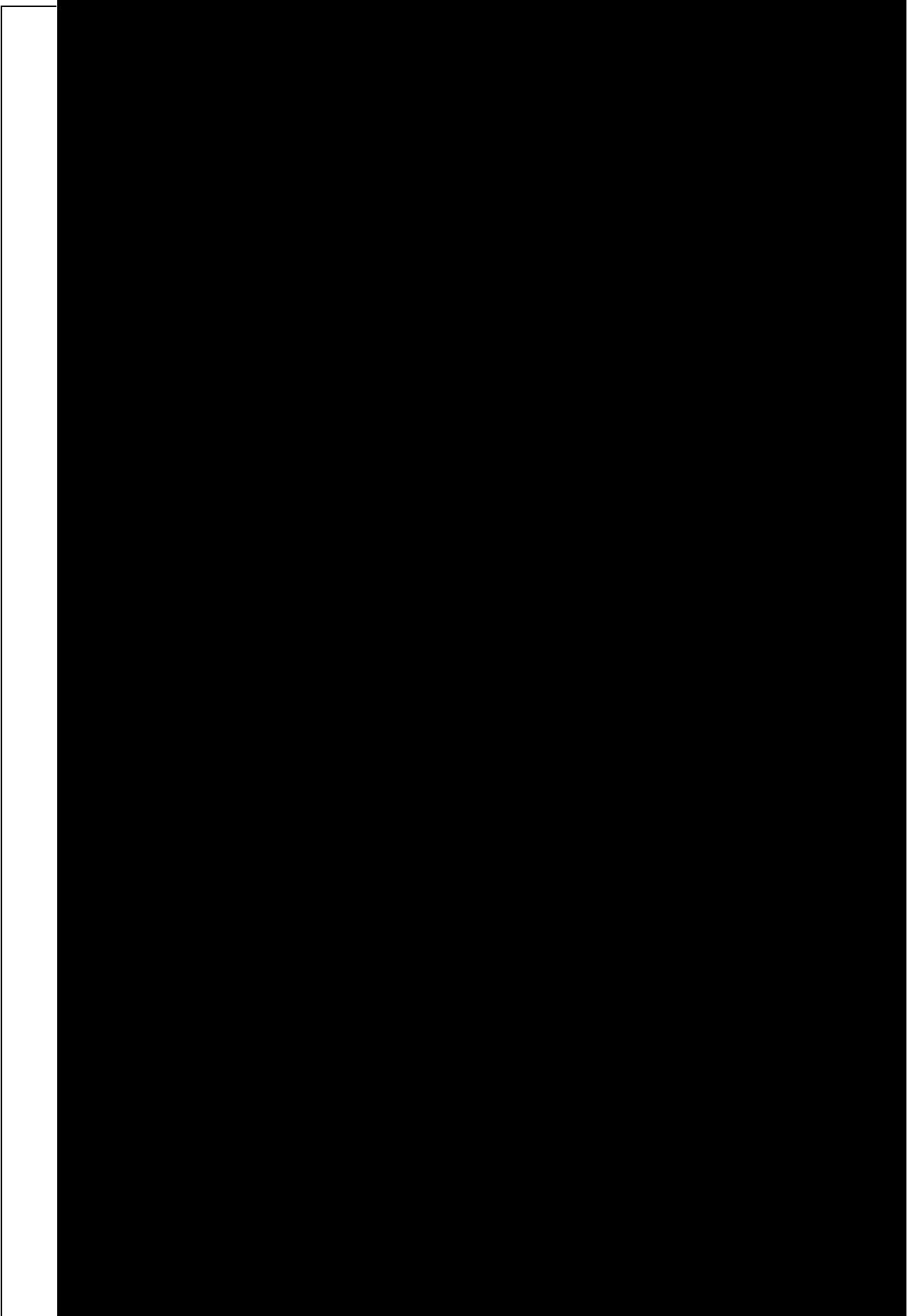














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	<div></div>
1.4	<p><b>Please describe your approach to ensuring that the care setting is always adequately staffed in terms of number of staff and their experience. Include here your approach to using agency staff and how you ensure that agency staff have the required skills and can keep children safe.</b></p> <div></div> <div></div> <div></div>
1.5	<p><b>In section 6.5.4 of the invitation to tender, we said that we want to work with providers who employ skilled staff (including agency staff) and support them to provide basic and ‘more than basic’ care.</b></p>

	<p><b>a) Please give us a brief overview of how you apply your policies / procedures on staff development, supervision and capability processes to retain a skilled workforce.</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>1.6</p>	<p><b>In section 6.6.4 of the invitation to tender we said, that we wanted to work with providers who achieve good or better Ofsted grades.</b></p> <p><b>Please tell us how you achieve and maintain your Ofsted grades.</b></p>

	<p>All of our homes are decorated to a high standard and maintained to this standard.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
1.7	<p><b>We consider it a mandatory requirement that providers have and implement policies on the following aspects of service delivery. Do you have a policy or procedure for</b></p> <ul style="list-style-type: none"> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> </ul>



## **Section H:** **Tender Schedule**

Applicants are advised to read the invitation to tender and questions carefully.  
Answers should be accurate and specific to this tender opportunity.

<b>1A Service &amp; Price Matrix for a proposed residential unit</b>			
			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit	1		
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week	1		
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit	1		
Maximum number of beds available for a block contract in this residential unit	1		
<p>To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.</p> <p>This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact <a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a> with any queries.</p>			

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	██████		
Price for one bed in a 2 bed block contract	██████		
Price for one bed in a 3 bed block contract	██████		
Price for one bed in a 4 bed block contract	████		
Price for non-occupied bed in block contract	██████		
Price for one bed as spot purchase	██████		
<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type			
Education	████████████████		
Therapy	████████████████		
2:1 Staffing	████████████████		

<b>1A Service &amp; Price Matrix for a proposed residential unit</b>			
			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider	████████████████		
Name of unit	████████████████		
Location & postcode	████████████████		
Ofsted registration number	████████████████		
Operated since	████████████████		
Total number of beds in this unit	████		
Suitable for age range of (e.g. 11-15)	████		
Suitable for (circle one)	████		
Option to occupy part of a week	████		
Date of last Ofsted Inspection	████████████████		

Grade obtained	■■■■		
Date of previous Ofsted inspection	■■■■■		
Grade obtained	■■■■		
Minimum number of beds available for a block contract in this residential unit	■		
Maximum number of beds available for a block contract in this residential unit	■		

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	■■■■■		
Price for one bed in a 2 bed block contract	■■■■■		
Price for one bed in a 3 bed block contract	■■■■■		
Price for one bed in a 4 bed block contract	■■■		
Price for non-occupied bed in block contract	■■■■■		
Price for one bed as spot purchase	■■■■■		

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type			
Education	■■■■■		
Therapy	■■■■■		
2:1 Staffing	■■■■■		

**1A Service & Price Matrix for a proposed residential unit**

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

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<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract			
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract			

Price for one bed in a 4 bed block contract	██████		
Price for non-occupied bed in block contract	██████		
Price for one bed as spot purchase	██████		
<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>			
	Unit price per hour / other	Additional info	
Type			
Education	██████████		
Therapy	██████████		
2:1 Staffing	██████████		

1A Service & Price Matrix for a proposed residential unit			
			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider	██████████		
Name of unit	██████████		
Location & postcode	██████████		
Ofsted registration number	██████████		
Operated since	██████████		
Total number of beds in this unit	1		
Suitable for age range of (e.g. 11-15)	██████		
Suitable for (circle one)	██████		
Option to occupy part of a week	██████		
Date of last Ofsted Inspection	██████████		
Grade obtained	██████		
Date of previous Ofsted inspection	██████████		
Grade obtained	██████		
Minimum number of beds available for a block contract in this residential unit	1		

Maximum number of beds available for a block contract in this residential unit	1		
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To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

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1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract			
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract			
Price for one bed in a 4 bed block contract			
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc	Unit price per hour / other	Additional info	
Type			
Education			
Therapy			
2:1 Staffing			

#### 1A Service & Price Matrix for a proposed residential unit

			Office use only
1.1 Residential unit details		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			

Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

1.2 Price details for this unit*	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract			
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract			
Price for one bed in a 4 bed block contract			
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type			
Education			
Therapy			
2:1 Staffing			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit			
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.



This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	████████		
Price for one bed in a 2 bed block contract	████████		
Price for one bed in a 3 bed block contract	████████		
Price for one bed in a 4 bed block contract	██████		
Price for non-occupied bed in block contract	████████		
Price for one bed as spot purchase	████████		

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price	Additional info	
	per hour / other		
Type			
Education	████████		
Therapy	£ ██████████		
2:1 Staffing	████████		

#### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider	████████		
Name of unit	████████		
Location & postcode	████████		
Ofsted registration number	████████		
Operated since	████████ 9		
Total number of beds in this unit	██████		
Suitable for age range of (e.g. 11-15)	██████		

Suitable for (circle one)	■		
Option to occupy part of a week	■		
Date of last Ofsted Inspection	■■■■4		
Grade obtained	■		
Date of previous Ofsted inspection	■■■■■		
Grade obtained	■		
Minimum number of beds available for a block contract in this residential unit	■		
Maximum number of beds available for a block contract in this residential unit	■		

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		
Price for one bed in a 1 bed block contract	■■■■■		
Price for one bed in a 2 bed block contract	■■■■■		
Price for one bed in a 3 bed block contract	■■■■■		
Price for one bed in a 4 bed block contract	■■■		
Price for non-occupied bed in block contract	■■■■■		
Price for one bed as spot purchase	■■■■■		

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price	Additional info	
	per hour / other		
Type			
Education	■■■■■		
Therapy	■■■■■		

2:1 Staffing			

### 1A Service & Price Matrix for a proposed residential unit

			Office use only
<b>1.1 Residential unit details</b>		Additional info	Evaluation notes
Name of provider			
Name of unit		Crisis Response Home	
Location & postcode			
Ofsted registration number			
Operated since			
Total number of beds in this unit			
Suitable for age range of (e.g. 11-15)			
Suitable for (circle one)			
Option to occupy part of a week			
Date of last Ofsted Inspection			
Grade obtained			
Date of previous Ofsted inspection			
Grade obtained			
Minimum number of beds available for a block contract in this residential unit			
Maximum number of beds available for a block contract in this residential unit			

To ensure that our evaluation of the service and price matrix is fair and equitable, we ask applicants to quote separately for the price of a care bed and for the price of additional / optional services available in each unit. We cannot accept quotes for care beds, which automatically include other services.

This means that some applicants who offer 'packages of care + additional support' will have to split their prices when they quote. Applicants can use the space provided to explain their arrangements. Please contact [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) with any queries.

<b>1.2 Price details for this unit*</b>	Unit price	Additional info	
	per week		

Price for one bed in a 1 bed block contract			
Price for one bed in a 2 bed block contract			
Price for one bed in a 3 bed block contract			
Price for one bed in a 4 bed block contract			
Price for non-occupied bed in block contract			
Price for one bed as spot purchase			

<b>1.3 Additional / optional specialist services available in this unit, e.g. access to therapy, increased staff ratios, etc</b>	Unit price per hour / other	Additional info	
Type			
Outdoor Education			
Therapy			
2:1 Staffing			

**If a tenderer wishes to submit more than one residential unit in their application, then please copy and paste the above table for each additional unit into this document here.**

2.	<b>Quality: Tender Specification Response</b> (Sections referred to relate to our Invitation to Tender document).	
		Max. Mark
2.1	<p>In section 6.4.1, we said that we are looking for a service which supports children and young people to develop basic independent living skills.</p> <p>In section 6.5.4, we said that we want to work with providers who support exit plans to reunite children with their families, e.g. manage phased returns.</p> <p>Please describe your approach to these <b>two</b> requirements. Provide two examples to support your answer and reflect on what worked well and less well in each case. Where your approach has worked less well, please describe how you have improved your approach as a result.</p> <p>-----</p> <div data-bbox="276 1915 1265 2002" style="background-color: black; height: 120px; width: 100%;"></div>	140

	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
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	<div></div> <div></div> <div></div> <div></div> <div></div>	
2.2	<p>In section 6.5.4, we said that we wanted to work with providers, who have strategies and are committed to play their part in managing children’s challenging or risky behaviour.</p> <p>a) Using two recent and different examples, please tell us how you have successfully managed children’s risky behaviour. What have you learned when your approach worked less well.</p> <p>b) Please describe you would approach the following scenario:</p> <div></div> <div></div> <div></div> <div></div> <div></div>	140

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





	<div></div>	
2.3	<p>We said that we wanted to establish a number of block contracts in order to achieve a diverse range of provision.</p> <p>In the previous section (1.3), we asked you to list any additional or optional services, which you can offer. These could include therapies, additional staffing, facilities.</p> <p>Please add information here that adds value to your proposal and may distinguish your tender response from others. This information could relate to price or qualitative aspects of your proposal. (Maximum 1000 words)</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	140

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
2.4	<p><b>In section 6.5.4, we said that we want to work with providers who can demonstrate how their appointment might improve the economic, social and environmental well-being of the community in which they operate.</b></p> <p><b>Our Social Value framework refers to outcomes and measures of success which are relevant to this service.</b></p> <p><b>Please describe how your service can contribute to an environmental benefit by describing what you can do to ensure that your setting's role is understood by its neighbours and that neighbours will feel safe and supportive of its aims.</b></p> <p>[REDACTED]</p>	80

	<div></div> <div></div> <div></div> <div></div>	
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# **EMC 027 – SPECIALIST RESIDENTIAL CARE SERVICES FOR LOOKED AFTER CHILDREN**

## **Confidentiality Undertaking Regarding TUPE**

[Date] 2015

[NAME]

Your ref: \*

Our ref: \*

Dear **XXXXXX** ,

We have taken legal advice in this matter and anticipate preparing a tender on the basis that the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 and the EC Acquired Rights Directive 23 of 2001 may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Tender
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Tender and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

**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 the Procurement & Contracts Team via Delta, our electronic tendering portal



personal & commercial info

[REDACTED]  
Bettercare Keys Limited  
Suite 4  
Littlemoor Business Centre  
Eckington  
Derbyshire  
S21 4EF

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 28 July 2015

Dear Sirs

## **EMC 027 & Specialist Residential care service for LAC**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to the Public Contracts Regulations (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 the Regulations; this period will end at midnight on 7th August 2015.

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.

### **Award criteria:**

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

[REDACTED]  
[REDACTED]  
[REDACTED]

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

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

[REDACTED]

Your tender was placed into category one.

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

Criteria	Your Weighted Score
Price (out of 500 marks)	[REDACTED]
Quality (out of 500 marks)	[REDACTED]
Overall	[REDACTED]

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

EMC 027 - Specialist Residential Care for LAC	
Quality - 500 max marks	Bettercare Keys Ltd

[REDACTED]

\_\_\_\_\_

- \_\_\_\_\_

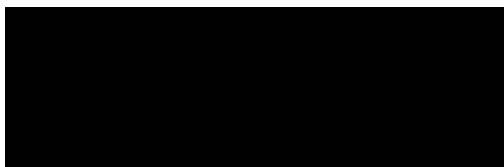
[illegible]

Following that, we will arrange a meeting for you and the council's Commissioning Service Manager (Placements) to discuss the details of the contract and the transition from the existing arrangements to the new one.

personal info

In the meantime, please contact me with any queries you have.

Yours faithfully



Commissioning Officer  
01743 253795





personal & commercial info

[REDACTED]  
Reflexion Care Group Ltd  
Head Office  
Black Birches  
Hadnall  
Nr Shrewsbury  
Shropshire

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 28 July 2015

Dear Sirs

## **EMC 027 & Specialist Residential care service for LAC**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to the Public Contracts Regulations (the "Regulations").

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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.

### **Award criteria:**

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

[REDACTED]  
[REDACTED]  
[REDACTED]

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

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

[REDACTED]

Your tender was placed into category two.

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

Criteria	Your Weighted Score
Price (out of 500 marks)	[REDACTED]
Quality (out of 500 marks)	[REDACTED]
Overall	[REDACTED]

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

EMC 027 - Specialist Residential Care for LAC	
Quality - 500 max marks	Reflexion Care Group Ltd

[REDACTED]

[REDACTED]

[REDACTED]

commercial & personal info

| [REDACTED]  
| [REDACTED]  
| [REDACTED]

[REDACTED]

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

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

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

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

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

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

Yours faithfully

[REDACTED]

Commissioning Officer  
01743 253795