

UK-Shrewsbury: Other community, social and personal services.

UK-Shrewsbury: Other community, social and personal services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Other-community%2C-social-and-personal-services./9G9FA22DQG>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/9G9FA22DQG> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/9G9FA22DQG>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMCV 223 - Floating Housing Support in Shropshire

Reference Number: AMCV 223

II.1.2) Main CPV Code:

98000000 - Other community, social and personal services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

II.1.5) Estimated total value:

Value excluding VAT: 2,800,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: 6

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Not provided

II.2) Description

II.2) Description Lot No. 1

II.2.1) Title: AMCV 208 - Central Shropshire Floating Support

Lot No: AMCV 208

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county. Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own. The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.

- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups. It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need. Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 527,919

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

II.2) Description Lot No. 2

II.2.1) Title: AMCV 217 - North East Shropshire Floating Support

Lot No: AMCV 217

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

•Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.

•Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

•Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 221,417

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

II.2) Description Lot No. 3

II.2.1) Title: AMCV 211 North West Shropshire Floating Support

Lot No: AMCV 211

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
 - increase Service Users' capacity in decision-making
 - be responsive to the changing needs of housing-related support services identified in Shropshire
 - provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
 - target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
 - deliver preventative outcomes and support individual Service Users' achievement
- Support will be provided through a mixed model incorporating
- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.
 - Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
 - Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 221,417

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

II.2) Description Lot No. 4

II.2.1) Title: AMCV 213 South East Shropshire Floating Support

Lot No: AMCV 213

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.

- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 221,417

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

II.2) Description Lot No. 5

II.2.1) Title: AMCV 215 South West Shropshire Floating Support

Lot No: AMCV 215

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.

•Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

•Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 221,417

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

II.2) Description Lot No. 6

II.2.1) Title: AOCV 020 Countywide Acquired Brain Injury and Autism Floating Support

Lot No: AOCV 020

II.2.2) Additional CPV codes:

98000000 - Other community, social and personal services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in

their home as independently as possible or to find and settle into a suitable home of their own. The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.

- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length. Lots will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 36,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 31/03/2019

This contract is subject to renewal: Yes

Description of renewals: 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation.

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

III.2.2) Contract performance conditions

See tender documentation.

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided
IV.2.2) Time limit for receipt of tenders or requests to participate
Date: 20/01/2017

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,
IV.2.6) Minimum time frame during which the tenderer must maintain the tender:
Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:
Date: 20/01/2017
Time: 12:00
Place:
Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence
This is a recurrent procurement: Yes
Estimated timing for further notices to be published: 2 years
VI.2) Information about electronic workflows
Electronic ordering will be used No
Electronic invoicing will be accepted No
Electronic payment will be used 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.
For more information about this opportunity, please visit the Delta eSourcing portal at:
<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Other-community%2C-social-and-personal-services./9G9FA22DQG>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/9G9FA22DQG>

VI.4) Procedures for review
VI.4.1) Review body:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk
VI.4.2) Body responsible for mediation procedures:
Not provided
VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:
Not Provided
VI.4.4) Service from which information about the lodging of appeals may be obtained:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 743252992
VI.5) Date Of Dispatch Of This Notice: 12/12/2016



12th December 2016

Tel: (01743) 252993

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Bidder

AMCV 223 - FLOATING HOUSING SUPPORT IN SHROPSHIRE INCORPORATING THE FOLLOWING LOTS:

AOCV 020 – Countywide Acquired Brain Injury & Autism Floating Support

AMCV 208 – Central Shropshire Floating Support

AMCV 211 – North West Shropshire Floating Support

AMCV 217 – North East Shropshire Floating Support

AMCV 215 – South West Shropshire Floating Support

AMCV 213 – South East Shropshire Floating Support

SHROPSHIRE COUNCIL

You have been invited to tender for on or more of the above Lots in connection with the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Draft Form of Contract
3. Draft Specification for each Lot
4. Tender Response Document (for completion)
5. TUPE Confidentiality Undertaking letter
6. Housing Support Commissioning Intentions 2017 - 2019

Tenders should be made on the enclosed Tender Response Document spreadsheet. Your Tender must be completed, signed and returned along 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 Friday 20th January 2017** 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**

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 raise all clarification questions before the deadline of 10th January 2017.

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

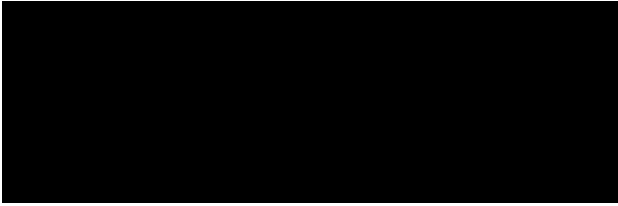
TUPE information is available to all bidders. To obtain the same please complete the TUPE Confidentiality Undertaking enclosed and email a signed copy to procurement@shropshire.gov.uk.

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 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.

personal info

If you have any queries relating to this invitation to tender, please contact me through email:
procurement@shropshire.gov.uk .

Yours faithfully



Procurement Manager
Procurement & Contracts
Enc



INSTRUCTIONS FOR TENDERING

AMCV 223 - FLOATING HOUSING SUPPORT IN SHROPSHIRE INCORPORATING THE FOLLOWING LOTS:

- **AOCV 020 – Countywide Acquired Brain Injury & Autism Floating Support**
- **AMCV 208 – Central Shropshire Floating Support**
- **AMCV 211 – North West Shropshire Floating Support**
- **AMCV 217 – North East Shropshire Floating Support**
- **AMCV 215 – South West Shropshire Floating Support**
- **AMCV 213 – South East Shropshire Floating Support**

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council is seeking a Provider or Providers to deliver Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.
- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-

Contract Description (cont.):

based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length.

Lots available through this tender are:

| Lot Reference | Lot Name | Fixed Annual Contract Value |
|----------------------|--------------------------------------------------------------|------------------------------------|
| AMCV 208 | Central Shropshire Floating Support | £527,919 |
| AMCV 217 | North East Shropshire Floating Support | £221,417 |
| AMCV 211 | North West Shropshire Floating Support | £221,417 |
| AMCV 213 | South East Shropshire Floating Support | £221,417 |
| AMCV 215 | South West Shropshire Floating Support | £221,417 |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | £36,000 |

Lots AMCV 208 to AMCV 215 will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems. Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

Index

| <u>Section</u> | <u>Description</u> | <u>Page</u> |
|-----------------------|-----------------------------------------|--------------------|
| 1.0 | Invitation to Tender | 4 |
| 2.0 | Terms and Conditions | 4 |
| 3.0 | Preparation of Tenders | 5 |
| 3.1 | Completing the Tender Response Document | 5 |
| 3.2 | Tender Preparation and Cost | 5 |
| 3.3 | Parent Company Guarantee | 6 |
| 3.4 | Warranty | 6 |
| 4.0 | Tender Submission | 6 |
| 5.0 | Variant Bids | 7 |
| 6.0 | Transfer of Undertakings | 7 |
| 7.0 | Tender Evaluation | 8 |
| 8.0 | Clarifications | 8 |
| 9.0 | Continuation of the Procurement Process | 8 |
| 10.0 | Confidentiality | 9 |
| 11.0 | Freedom of Information | 10 |
| 12.0 | Disqualification | 11 |
| 13.0 | E-Procurement | 12 |
| 14.0 | Award of Contract | 12 |
| 14.1 | Award Criteria | 12 |
| 14.2 | Award Notice | 12 |
| 14.3 | Transparency of Expenditure | 12 |
| 15.0 | Value of Contract | 12 |
| 16.0 | Acceptance | 13 |
| 17.0 | Payment Terms | 13 |
| 18.0 | Liability of Council | 13 |
| 19.0 | Agreement to Attend Council Meeting | 14 |
| 20.0 | Declaration | 14 |

1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of Floating Housing Support Services in Shropshire as detailed in the Tender Response Document. The contract will be for an initial period of **1 year** commencing on the **1st April 2017** with the option to extend for a further period of up to 12 months.
- 1.2 Tenders are to be submitted in accordance with the attached Shropshire Council Form of Contract and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 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 Form of Contract 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 if applicable 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 and through the Council's Delta e-tendering portal. Tenders must be uploaded and submitted through Delta by the deadline of **noon, Friday 20th January 2017**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

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

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

5.0 Variant Bids

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

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

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

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

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

6.2 Details of employees of companies who are currently carrying out the work that is included in the Contract are included in the attachment(s) '[Lot Reference] Floating Support Staffing Information'. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or

additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

- 7.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 8.2** Any queries arising in relation to this invitation to tender should be raised by email to (email:procurement@shropshire.gov.uk) quoting the contract reference and title.

- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **Tuesday 10th January 2017**.

- 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 11 of the Council's Form of Contract relating to Prevention of Bribery or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

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

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

12.1.4 The Tenderer :

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

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

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

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

- 16.3 Not Used
- 16.4 Not Used
- 16.5 Not Used
- 16.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2017**.

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 Agreement to Attend Council Meetings

The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

20.0 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

Dated

2016

BETWEEN

SHROPSHIRE COUNCIL

and

FOR

INDEX

| Heading | Clause |
|----------------------------------------------------------|---------------|
| Definitions | |
| Contract and Term | 1 |
| Payment | 2 |
| Compliance | 3 |
| Variation | 4 |
| Payment Review | 5 |
| VAT | 6 |
| Agency | 7 |
| Accounting | 8 |
| Notices | 9 |
| Breach | 10 |
| Prevention of Bribery | 11 |
| Insurance | 12 |
| Indemnity | 13 |
| Authorised Officer and Service Provider Representative | 14 |
| Intellectual Property | 15 |
| Extension & Termination | 16 |
| Consequences of Termination | 17 |
| Disputes | 18 |
| Assignment, Transfer and Subcontracting Statutory Duties | 19 |
| Force Majeure | 20 |
| Waiver | 21 |
| Severance | 22 |
| Law | 23 |
| Third Party Rights | 24 |
| Remedies Cumulative | 25 |
| Conclusion of Contract | 26 |
| Sustainability | 27 |
| Freedom of Information | 28 |
| TUPE | 29 |
| Equalities | 30 |
| Confidential Information | 31 |
| Council Data | 32 |

| | |
|---------------------------------------------|----|
| Data Protection | 33 |
| Protection of Personal Data | 34 |
| Council Data and Personal Information Audit | 35 |
| Agreement Status and Transparency | 36 |
| Deprivation of Liberty Safeguards | 37 |
| Complaints | 38 |
| Notification | 39 |
| Safeguarding | 40 |
| Counterparts | 41 |
| Entire Agreement | 42 |
| Conflict of Terms | 43 |
| Emergency Planning | 44 |
| Schedule One Service Specification | |
| Schedule Two Service Standards | |

THIS CONTRACT is made the day of 2016
hereinafter called "the Contract" between (1) SHROPSHIRE COUNCIL of Shirehall Abbey
Foregate Shrewsbury SY2 6ND ("the Council") and (2) of Company Number (the "Service
Provider") (together 'the Parties')

NOW IT IS AGREED as follows:

DEFINITIONS

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

| | |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Associated Person | 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. |
| Best Value | the requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement. |
| Bribery Act | 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. |
| Commencement Date | 1st April 2017 |
| Commercially Sensitive Information | comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss; |
| Confidential Information | all information as defined by Clause 31. |
| Contract | means this agreement |
| Contract Documents | means all of the documents annexed to, contained and referred to within this Contract |
| Contracts Manager | the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service. |
| Council Data | 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 Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or |
| | (b) any Personal Data for which the Council is the Data Controller. |
| Data Subject | shall have the same meaning as set out in the Data Protection Act 1998. |
| Data Controller | shall have the same meaning as set out in the Data Protection Act 1998. |
| Data Processor | shall have the same meaning as set out in the Data Protection Act 1998. |
| Data Protection Legislation | 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 |
| Employment Checks | means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks. |
| Exempt Information | any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein) |
| Expiry date | 31st March 2018 |

| | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Financial Year | the period of 12 months from and including 1 st April in one year to the 31 st March in the next. |
| First Point of Contact | the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for |
| FOIA | means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause. |
| FOIA notice | means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner. |
| Information | has the meaning given under section 84 of the Freedom of Information Act 2000 |
| Intellectual Property Rights | means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable |
| Malicious Software | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence |
| Notice | a written communication issued in accordance with Clause 9 of the Contract |
| Officer(s) | those officers of the Council who are authorised by the Council to perform functions in connection with this Contract |
| Payment Review | The review of Payment as detailed in Clause 5 |
| Parties | the Service Provider and the Council and 'Party' shall mean either one of them |
| Payment | the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2 |
| Performance Indicators | The performance indicators relating to this Contract issued by the Council from time to time |
| Personal Data | shall have the same meaning as set out in the Data Protection Act 1998 |

| | |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prohibited Act | <p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(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 Contract;</p> <p>(c) committing any offence;</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p> |
| Public body | as defined in the FOIA 2000 |
| Receiving Party | means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response |
| Regulatory Bodies | 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 Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly; |
| Regulated Activity | 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. |
| Regulated Activity Provider | as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006 |

| | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Relevant Transfer | means a relevant transfer for the purposes of TUPE |
| Request for Information | means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA |
| Review | means a formal review of the progress of the Services and the achievement of the Outcomes |
| Service | the Service as described in the Specification and Schedules of this Contract |
| Service Users | the persons or client group designated from time to time by the Council to receive the Service |
| Specification | the Specification contained in the Schedules to this Contract |
| Staff | all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid; |
| Sub-Contract | any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider 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 |
| Sub-Contractor | the third parties that enter into a Sub-Contract with the Service Provider |
| Tender | Means the tender dated XXXXXX submitted by [Provider Name] |
| Term | means the period commencing on the Commencement Date and expiring on the Expiry Date |
| Third Party | a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service |
| TUPE | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive |
| Working Days | Monday to Friday inclusive (not including national bank holidays) |
| Writing | includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as |

being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 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.
- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 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.
- 8 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.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider'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.
- 11 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.

WHEREAS:

- (A) The Council wishes to receive a housing support service in the administrative area of Shropshire Council
- (B) The Service Provider has the skills, background and experience in providing the Services required by the Council
- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract

1 CONTRACT AND TERM

- 1(a) In consideration of the Payment the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clause 10 and 16 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) In each Financial Year of the Term a maximum of £XXXXXX per annum shall be payable by the Council to the Service Provider for the Service
- 2(b) Payment will be made by the Council within 30 days of receipt of an invoice for those charges properly incurred in accordance with the delivery of the Service and invoices are to be submitted to the Council monthly in arrears.
- 2(c) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 2(c) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(d) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(e) If the Council fails to make any payment due to the Service Provider under this Contract by the due date for payment of an undisputed invoice then the Council shall pay interest on the overdue amount at the statutory rate above the Bank of England base rate from time to time further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:

- 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
- 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
- 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands and the West Mercia Consortium Inter Agency Child Protection Procedures
 - 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 Equalities
 - 3(b)(vi) the principles of Best Value
 - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - 3(b)(viii) the Data Protection Act 1998
 - 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
 - 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - 3(b)(xi) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
 - 3(b)(xii) The Services shall only be performed/delivered by the Service Provider unless

otherwise agreed in writing between the Parties

- 3(b)(xiii) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 3(b)(xiv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xv) before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 3(b)(xvi) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xvii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 30 hereof
- 3(b)(xviii) The Service Provider agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council
- 3(b)(xix) To support the national agenda of Public Health England the Service Provider will engage with future public health initiatives on the promotion of physical activity for adults and older adults.
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
 - 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the

Service may involve contact with vulnerable adults.

- 3(c)(iii) that a copy of the DBS check results are notified to the Council if requested
- 3(d) The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the Outcomes/Performance Indicator agreed between the Council and the Service Provider.
- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
 - 3(g)(i) serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
 - 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 herein
 - 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(i) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 16 (Extension and Termination).
- 3(j) The Service Provider warrants that the signing [execution] of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the

Service Provider enforceable against the Service Provider in accordance with their terms.

3(k) The Service Provider warrants that:

3(l)(i) it has full capacity and authority to enter into this Contract

3(l)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services

3(l)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services

3(l)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions

3(n) The Service Provider acknowledges and confirms that:

3(n)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;

3(n)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;

3(n)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);

3(n)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and

3(n)(v) it has entered into this Contract in reliance on its own diligence

3(n)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services

3(n)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have

been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW (NOT USED)

6 VAT

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

7 AGENCY

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

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any other funds held by the Service Provider.
- 8(b) NOT USED.
- 8(c) NOT USED.
- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.

- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.
- 8(g) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Council

9 NOTICES

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

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.

- 10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:
- 10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)
 - 10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - 10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - 10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

- 11(a) The Service Provider:
- 11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
 - 11(a)(ii) 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 Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.
- 11(b) The Service Provider shall:
- 11(b)(i) 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;
 - 11(b)(ii) the Service Provider 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 Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider 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 Contract.

- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
- 11(e)(i) with the authority; or,
 - 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
 - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;
 - 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:
- 11(g)(i) the interpretation of clause 11; or
 - 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

- 12(a) The Service Provider 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 legal liability which may be incurred by the Service Provider, arising out of the Service Provider'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 indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

12(b) NOT USED

12(c) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider 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 policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider 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) in respect of each and every claim.

12(d) The Service Provider shall hold and maintain any professional indemnity insurance required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

12(e) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

12(f) The Service Provider shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.

12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

- 12(h)(i) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
- a) details of the policy concerned; and
 - b) its proposed solution for maintaining the minimum limit of indemnity specified; and

- 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
- a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

13 INDEMNITY

- 13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Staff
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider's Staff; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff
- 13(b) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract.
- 13(c) Nothing in this Contract shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or

(c) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE:[NOT USED]

15 INTELLECTUAL PROPERTY

15(a) In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:

15(a)(i) in the course of performing the Services; or

15(a)(ii) exclusively for the purpose of performing the Services, shall vest in the Council on creation.

15(b) Unless stated expressly in writing in this Contract, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Contract

15(c) The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

15(d) This provision shall survive the expiration or termination of the Contract

16 EXTENSION AND TERMINATION

16(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force during the Term. The Council may in its absolute discretion extend the duration of this Contract by a further period of up to **one year** commencing from the day after the Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of Clause 16. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract shall be extended is one year from the Expiry Date.

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

16(b)(i) by either the Council or the Service Provider by giving **6 months'** Notice in Writing to the other party

16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or

fraudulently or there has been a serious breakdown of mutual trust between the Parties

- 16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.
- 16(b)(iv) by either Party if the other Party commits a material breach of this Contract 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 Contract.
- 16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may

reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:

16(d)(i) Fraud or theft from Service Users

16(d)(ii) Neglect of Service Users

16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse

16(d)(iv) Financial malpractice

16(d)(v) Sexual relationships between Staff and Service Users

16(d)(vi) Racial harassment

16(d)(vii) Loss of registration with Registration Body

16(d)(viii) Under investigation by the Council.

16(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Extension and Termination) above the Council shall:

16(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;

16(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services

16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

16(g) Where notice to terminate is given pursuant to this clause 16, this Contract shall terminate with effect on the date specified in the notice.

17 CONSEQUENCES OF TERMINATION

17(a) Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination

- 17(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect
- 17(c) Termination of this Contract, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 17(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

18 DISPUTES

- 18(a) If any dispute or difference shall arise between the Parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-
- 18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 18(a)(ii) 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 Service Provider'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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,
- (a)(i) assign any of its rights under this Contract; or
- (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;

- 19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider 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 and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 20(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 20(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by

Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.

- 20(c) For the avoidance of doubt “force majeure” shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider’s Subcontractors.

21 WAIVER

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

22 SEVERANCE

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

23 LAW

This Contract shall be governed and construed in accordance with the laws of England and the Parties agree to submit to the jurisdiction of the English Courts.

24 THIRD PARTY RIGHTS

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

25 REMEDIES CUMULATIVE

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

26 CONCLUSION OF CONTRACT

- 26(a) Upon the expiry or termination of this Contract and upon the Council’s request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract and the Service Provider must retain Service User records for a minimum of 6 years after the Expiry Date

- 26(b) Clause 26(a) is subject to the provisions of Paragraph 9 of Schedule 2.

27 SUSTAINABILITY

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

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

- 28(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 28(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 28(c) The Service Provider shall:
- 28(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 28(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the

FOIA, or the EIR to disclose information concerning the Service Provider or the Services:

- 28(f)(i) in certain circumstances without consulting the Service Provider; or
- 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.

28(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

29 TUPE

29(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non compliance by the Service Provider with this Clause 29(a) then:

- 29(a)(i) the Parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
- 29(a)(ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council officer time.

29(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 Breach or 16 Extension & Termination of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the

purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-

29(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Sub-Contractor employed in the Service

29(b)(ii) the terms and conditions of employment of those Staff and

29(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause.

29(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.

29(d) Throughout the period specified in Clause 29(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.

29(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Sub-Contractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Contractors.

29(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Sub-Contractors and agents in the orderly transfer of any relevant Staff.

29(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its Sub-Contractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.

29(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Sub-Contractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.

29(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE

- 29(j) Throughout the period specified in Clause 29 (b) the Service Provider undertakes:
- 29(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract
- 29(j)(ii) to consult with Staff and trade unions during the whole process of TUPE.
- 29(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

30 EQUALITIES

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

31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) NOT USED
- 31(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 31(d)(i) treat the other Party's Confidential Information as confidential; and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:
 - 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
 - 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage

sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.

- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 9.3 and 9.4 Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
 - 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
 - 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause shall survive the expiration or termination of this Contract

32 COUNCIL DATA

- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.

- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and

- 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

33 DATA PROTECTION

- 33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
- 33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and
- 33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 33(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 33(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 33(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 33(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data

- 33(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
- 33(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 33(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

34 PROTECTION OF PERSONAL DATA

- 34(a) With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 34(b) The Service Provider shall:
 - 34(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998
 - 34(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 34(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 34(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
 - 34(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
 - 34(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
 - 34(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
 - 34(b)(viii) Notify the Council (within five Working Days) if it receives:

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

- 34(d) The Service Provider shall ensure that its Staff, 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.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 35(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 35(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 35(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services
- 35(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 35(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 35(c)(i) all information requested by the Council within the permitted scope of the audit
 - 35(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 35(c)(iii) access to Service Provider's Staff
- 35(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 35(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 35(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 35(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

- 36 (a) Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except

for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

- 36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always consult the relevant codes of practice for further detailed guidance.

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
 - 38(a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.
- 38(c) Whichever complaint system is used the Service Provider shall ensure that:
 - 38(c)(i) under no circumstances is a complaint investigated by a member of Staff who

- may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
- 38(c)(ii) the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
- 38(c)(iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

39 NOTIFICATION

- 39(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:
- 39(a)(i) a formal written complaint received from the Service User
 - 39(a)(ii) allegation of or actual abuse to a Service User
 - 39(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 39(a)(viii) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
 - 39(a)(ix) allegation of or actual racial harassment or discrimination
 - 39(a)(x) any other serious issues causing concern about the well being of a Service User.

40 SAFEGUARDING

- 40(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall:

- 40(a)(i) 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
- 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider's Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of 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.
- 40(c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.
- 40(d) The Service Provider 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.
- 40(e) The Service Provider 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.
- 40(f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

41 COUNTERPARTS

- 41(a) This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 41(b) Transmission of the executed signature page of a counterpart of this Contract (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted,

without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

42 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it together with any Individual Care Agreement as appropriate issued in connection with this Contract contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

43 CONFLICT OF TERMS

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

44 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise for example pandemic influenza, power cuts etc.

SCHEDULE 1 SERVICE SPECIFICATION

SCHEDULE 2 SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The parties will seek to provide a Service that:
 - 1.1.1 encourages the rights of Service Users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes
 - 1.1.4 ensures that the privacy and individuality of all Service Users is respected

- 1.1.5 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in the Service User's support
- 1.1.6 fosters independence and enables Service Users to reach their full potential
- 1.1.7 is committed to safeguarding and protecting Service Users when they are vulnerable
- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service.
- 1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Registration Body if appropriate.

2.0 INFORMATION FOR SERVICE USERS

- 2.1 The following information must be available to Service Users accessing the Service:
 - 2.1.1 A written statement/brochure or alternative method of communication detailing the philosophy of the Service including information on the relationship between the Service Provider and the Council.
 - 2.1.2 A complaints procedure which must be in line with the Council's complaints procedure for the Adult Services Directorate.
 - 2.1.3 Policies on equal opportunities and confidentiality.

3.0 POLICIES, PROCEDURES AND GUIDANCE

- 3.1 As a minimum all Staff must receive written and verbal guidance during induction on:
 - Smoking Policy
 - Disciplinary and Grievance Policy
 - Customer Care Policy
 - Volunteers Policy
 - Equal Opportunities Policy
 - Health and Safety Policy
 - Lone Working Policy
 - Lifting/Moving and Handling Policy
 - Confidentiality Policy
 - Whistleblowing Policy
 - Code of Conduct
 - Risk Management Policy

- Dealing with Violence and Aggression, including the use of physical intervention and restraint
 - Service User Rights
- 3.2 Staff must sign to confirm that they have read and understood all the above policies and procedures.

4.0 STAFFING

Recruitment and Selection

- 4.1 The Service Provider must inform Staff that the Council reserves the right to view their Staff records.
- 4.2 The Service Provider shall at all times during the period of this Agreement engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.
- 4.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 4.4 The Service Provider will ensure that:
- 4.4.1 There is a clear written job description and employee specification for all Staff.
 - 4.4.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 4.4.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
 - 4.4.4 References are received and checked before employment commences, including the authenticity of the reference.

- 4.4.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
 - 4.4.6 Recruitment procedures are in accordance with clause 34 of this Agreement (Safeguarding)
 - 4.4.7 The identity of all Staff is verified prior to employment using an official document.
 - 4.4.8 The authenticity of qualifications is checked prior to employment.
 - 4.4.9 Staff are provided with information about their conditions of employment.
 - 4.4.10 All Staff make a written undertaking in respect of confidentiality.
 - 4.4.11 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.
 - 4.4.12 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for support work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 4.5 The Service Provider must inform Staff on commencement of employment that their names, addresses and telephone contact number will be released to the Council at the time of monitoring in order that a random selection of Staff to interview on a confidential basis may be undertaken by the Council. This information will only be used for this purpose and will not be retained (other than in an anonymised format in relation to Staff interviewed after completion of the monitoring exercise).

Qualifications and Experience

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

Induction

- 4.8 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include:
 - 4.8.1 A programme introducing Staff to the Service Provider's organisation its policies procedures and standards

- 4.8.2 Confidentiality and security of Service User information and access to information
- 4.8.3 Adult protection in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands and where appropriate the West Mercia Consortium Inter Agency Child Protection Procedures
- 4.8.5 Health and Safety
- 4.8.4 Working practices and how the Service Provider's organisations policies procedures and standards apply to a day on a day basis
- 4.8.5 The Service Provider will ensure that its Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them
- 4.8.6 Infection Control (where applicable)
- 4.8.7 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and Procedure.
- 4.9 NOT USED
- Supervision
- 4.10 The Service Provider will ensure that appropriately regular supervision takes place between all Staff and their line manager and written records kept on the content and outcome of each meeting and the Council has the right to view these on request.
- Use of cars to deliver the Service
- 4.11 Staff using their cars to deliver the Service must ensure that they comply with all road traffic regulation and have appropriate business class insurance; a copy of the insurance certificate will be kept on the Staff members file and will be available for inspection.
- 4.12 Vehicles used by Staff to transport Service Users should be regularly serviced and must have a current MOT certificate if over 3 years old. Any concerns about roadworthiness and safety reported to the Service Provider's manager.
- 4.13 Any Staff used by the Service Provider to transport Service Users must:-
- Declare any driving convictions
 - Be authorised by the Service Provider
 - Hold a current driving licence appropriate for the vehicle driven.

5.0 HEALTH & SAFETY

- 5.1 The Service Provider will ensure that:
- 5.1.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health

and Safety Executive and the local authority Environmental Health Inspectors

- 5.1.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents. Where there are four or less employees the Service Provider will have a statement which will be issued by the Council and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council
- 5.2 Records of all Health & Safety training, including refresher training must be kept and held locally.
- 5.3 All accidents, incidents and violent 'near misses' involving Staff must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an accident book.

6.0 QUALITY ASSURANCE

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

7.0 MONITORING

- 7.1 Officers of the Council may seek to monitor this Contract by:
- 7.1.1 visiting the premises where the Service is provided to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on

premises controlled by the Service Provider respect Service Provider's rules as to security health and safety

- 7.1.2 carrying out a quality assurance exercise which may involve contacting Service Users and ascertaining their views on the provision of the Service at the premises where the Service is provided

7.2 The Service Provider will:

- 7.2.1 allow Officers of the Council access to the premises where the Service is provided (upon the production by Council Officers of an identity badge) to carry out a monitoring visit
- 7.2.2 give assistance to Council Officers and prompt access to any file information or record it holds in respect of the provision of Service as required by this Contract
- 7.2.3 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
- 7.2.4 meet reasonable requests by Officers for information in order to investigate complaints made by Carers; or to assess the financial viability of the Service Provider, the reliability of service provision throughout the Contract period, consistency and standards and Carers' views of the Service.
- 7.2.5 Allow representatives of the Shropshire Housing Support Group access to the premises from where the Service is provided and to Service Users who wish to be interviewed by prior arrangement and upon production by representatives of an identity badge for the purpose of carrying out a peer review visit

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

8.0 ADMINISTRATION

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

9.0 CONFIDENTIAL INFORMATION AND RECORD KEEPING

- 9.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 9.2 A register of Staff must be maintained which should include the following information
 - 9.2.1 name, address and telephone number (and a recent photograph)

- 9.2.2 position held (including the date started) and hours worked
- 9.2.3 next of kin - name, address and telephone number
- 9.2.4 GP - name, address and telephone number
- 9.2.5 Date of issue of identification and retrieval if appropriate
- 9.2.6 Recruitment details including references, evidence of enhanced disclosure check and interview
- 9.2.7 Induction and training records
- 9.2.8 Copies of identification, training certificates and qualifications
- 9.3 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 9.4 The Service Provider will maintain appropriate records of Service Users and in accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 9.4.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and must be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this
 - 9.4.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission
 - 9.4.3 when the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined
 - 9.4.4 Staff sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 9.4.5 it has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly reviewed
 - 9.4.6 Staff induction contains training on confidentiality procedures. Staff files must evidence the date and nature of the induction on confidentiality that was given to new Staff
 - 9.4.7 confidentiality and security training needs are assessed on an on-going basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
 - 9.4.8 Staff contracts explicitly mention confidentiality and disclosure issues.
 - 9.4.9 the flows of Service Users information are reviewed

- 9.4.10 information collections have a named owner (member of Staff) who is responsible for protecting access
- 9.4.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it
- 9.4.12 protocols governing the sharing of Service Users' information with other organisations is agreed and understood
- 9.4.13 a named individual is appointed who will have responsibility for data security
- 9.4.14 it has a programme to review typical risks regarding Service Users' identifiable information
- 9.4.15 incidents involving security breaches are anticipated and dealt with appropriately
- 9.4.16 security issues are monitored and reported
- 9.4.17 passwords are used to safeguard information held on computer regarding the Service
- 9.4.18 only authorised persons have access to information and only if they need it to carry out their roles
- 9.4.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification.

IN THE WITNESS of which the Parties hereto have executed this document on the above date by their duly authorised officers

SIGNED by)
authorised signatory on behalf of)
SHROPSHIRE COUNCIL)

SIGNED by)
authorised signatory on behalf of)
SHROPSHIRE COUNCIL)

SIGNED by)
authorised signatory on behalf of)
the SERVICE PROVIDER)

Name.....

Position in Organisation.....

DRAFT

AMCV 223 - Floating Housing Support in Shropshire

SHROPSHIRE COUNCIL

Confidentiality Undertaking Regarding TUPE

[Date] 2016

[NAME]

Your ref: *

Our ref:

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a Bid on the basis that the current Transfer of Undertakings Regulations (Protection of Employment) Regulations and the EC Acquired Rights Directive 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 in connection with the following tender Lots (please mark with an X all which are applicable).

| Lot Reference | Lot Name | Mark with an X if submitting a tender |
|---------------|--------------------------------------------------------------|---------------------------------------|
| AMCV 208 | Central Shropshire Floating Support | |
| AMCV 217 | North East Shropshire Floating Support | |
| AMCV 211 | North West Shropshire Floating Support | |
| AMCV 213 | South East Shropshire Floating Support | |
| AMCV 215 | South West Shropshire Floating Support | |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | |

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 Bid
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Bid 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

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

Please return to: procurement@shropshire.gov.uk.

Housing Support in Shropshire Commissioning Intentions 2017 – 2019

Executive Summary

Proposed Model

The Council will commission housing support services from 1st April 2017 on the principles and based on the outcomes set out in these Commissioning Intentions. We will not direct nor specify exactly how providers will be expected to deliver these outcomes; providers will determine the use of funding to achieve the best outcomes.

There are three principal client groups for housing support, each of which will have a different outcome focus, may have different stakeholders and partner organisations and may have a different mix of intensive and low-intensity support.

1. **Older People.** The majority of clients are older people. The focus will be on avoiding residential care, remaining at home as independently as possible, avoiding A&E admissions and avoiding non-elective hospital admissions.
2. **Young People and Homelessness.** The focus will be on avoiding homelessness in the first place and will also be aimed at building skills and resilience to move people on from intensive support and supported accommodation. Crisis avoidance, addressing worklessness and tenancy sustainment are also key for this group.
3. **'Generic' or a 'Range of Vulnerable People'.** This is a broad area and will encompass people of working age, many of whom have difficulty coping due to mental health or learning difficulties, substance misuse, offending behaviour and a range of other difficulties. This group will be closely aligned with the Strengthening Families programme as there is a crossover with outcomes and often the same families are involved. Where appropriate some funded housing support resource will directly support Strengthening Families outcomes where housing support outcomes are also delivered.

In order to maximise opportunities for providers to operate flexibly and to target resources in the most effective way, we will commission housing support in two contract 'blocks':

1. **Floating Support** Area-based floating support contracts covering the whole county and covering all people whose housing support needs cannot be met most effectively through the use of supported accommodation hubs. These will incorporate a requirement to work with the three principal client groups shown above.
2. **Supported Accommodation** Individual contracts for all supported accommodation services in the county. This will include 'foyer-style' and other supported

accommodation (including dispersed housing) for young people and for those aged 18 and over, specialist mental health supported accommodation and supported accommodation for people with physical disabilities.

Within these contract types providers will operate a mixed model consisting of:

1. Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving crisis support. This will include access to supported accommodation where available.
2. Higher level support, which is often time-limited, for people whose housing support needs cannot be met by low intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of higher level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
3. Low intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between intensive and low-intensity support as needed.

Whilst maximum flexibility to deliver outcomes will be given to providers, the following requirements are crucial to ensuring that housing support services are fully integrated and provide maximum value to service users and the Council:

- There is an expectation that resources will be targeted at people and communities most in need
- Allocation of intensive support will be based on need and determined in the first instance by Shropshire Council Housing Services and agreed with the Provider.
- Allocation of low-intensity support will be determined by the Provider, based on need.
- Urgent referrals will be responded to so that contact with the Service User will be established within a maximum of 2 working days
- Providers should maximise Intensive Housing Management Grant (IHMG). Where the Provider is able to secure funding through IHMG then tasks eligible under IHMG will not be eligible under the housing support contract
- Collaboration – between providers, with VCS organisations and with communities and service users
- Housing support will be targeted at need and will be available to vulnerable people regardless of tenure

- Maximise the use of private sector accommodation with floating support where available

Commissioning Principles

In commissioning housing support we want to ensure that the following principles are understood and adopted:

- Shropshire is a large and rural county with a dispersed population. Approaches that work in one part of the county may not necessarily work as well in others. We want to work with providers who understand the importance of 'Place' and the Shropshire 'landscape' as it relates to support and care in communities and who can apply a locally tailored approach to the work they do with vulnerable people.
- Housing support services are preventative in nature. It is vital that prevention is targeted at those areas which make the biggest difference.
- Providers will need to be able to maximise the value of all available resources in the communities in which they operate.
- Housing support services will support the aim that people will be more able to do things for themselves and to meet their needs as far as possible through a 'self-service' approach
- Meaningful and productive partnerships will be developed with other commissioned (and non-commissioned) activity
- Providers will adopt, wherever possible, the broad principles of ['Making Every Contact Count'](#)
- Providers will need to be flexible and able to adapt to changing priorities
- Providers will need to demonstrate that they are committed to maximising the social, economic and environmental benefits gained through the way that they organise themselves

Outcomes

Housing support has a key preventative role to play as well as an important role in building individual and community resilience and will contribute to the council's Healthy People and Resilient Communities high-level outcomes. As such the Primary Outcomes to be delivered through housing support services are:

1. Reduction in the number of people and families that experience tenancy failure or lose their accommodation
2. Reduction in homelessness presentations
3. Vulnerable people and families are swiftly and successfully settled into new accommodation or tenancies following identification
4. Admission to residential or nursing care is delayed or avoided
5. Domiciliary care packages funded by Shropshire Council are reduced or delayed by assisting people to put in place a range of alternatives including self-funded help.
6. Reduction in the number of people experiencing a deterioration in their financial circumstances
7. Long-term worklessness is reduced or avoided
8. Continuing support for community and place-based activities
9. A contribution to a reduction in:

- the number of unplanned hospital admissions
- the number of presentations to A&E
- delayed transfers of care from hospital and other care settings This will be co-dependent on hospital discharge planning.

In addition, providers will be expected to demonstrate Social Value. Whilst the Council will not be prescriptive in its requirements so as not to restrict innovation, some suggested social value outcomes are as follows:

Economic Value

- Service Users are able to access traineeships, apprenticeships or work experience placements
- Jobs, traineeships, apprenticeships or work experience placements are created by the Provider
- The local supply chain is supported through sub-contracting and local sourcing of materials
- There is a contribution to initiatives which support local economic growth

Social Value

- Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the service
- Local communities and people are able to help themselves and do not rely on others to meet their needs
- Service Users know how to avoid or manage the factors which impact on their ability to sustain independent living and on their long-term health and wellbeing
- Service Users have access to recreational, leisure and cultural activities and are supported to do so
- Service users report a reduction in feelings of isolation

Environmental Value

- People are able to maintain a warm and energy-efficient home

Financial

The budget for housing support contracts in 2016/17 is £1,874,127. Funding has been agreed by Cabinet for the year 2017/18 but no guarantees can be given yet for funding levels from April 2018 onwards. There is therefore a requirement to approach the period covered by these commissioning intentions in two stages.

Stage 1

No savings will be made on 2016/17 funding levels for the financial year 2017/18, other than minor adjustments for individual contracts. **No overall increase in funding is proposed.**

It is proposed that funding is allocated in similar proportions to those at present. The shape of Young People's support services is being determined through a specific review of young people's housing support. Existing funding for mental health floating support of £109,347 will be reinvested into floating support.

Stage 2

Shropshire Council's Cabinet requires that work is done with public sector partners to review funding to housing support and wider preventative services. This work will be undertaken during 2017/18 with a view to a further recommissioning exercise for new contracts to be implemented from 2018.

Procurement / Timescales

It is the Council's intention that new contracts will be in place by 1st April 2017. In order to achieve this, the Council will issue procurement documentation by December 2016 and tender will be returned in January 2017. Tenders will be evaluated by February 2017 and award notices issued before the end of February 2017. Contracts will be signed before the new contracts begin. **Contracts will be for an initial period of 1 year, with an option to extend by a further 1 year.**

Housing Support in Shropshire Commissioning Intentions 2017 – 2019

Background

Housing Support in Shropshire has undergone a huge transformation since the Supporting People (SP) programme began in 2003. The government at the time introduced SP as a way of amalgamating a number of funding streams which were all aimed at supporting the most vulnerable people in society to be able to live as independently as possible in a home suitable for their needs.

Specific, ring-fenced, funding was allocated to local authorities and was accompanied by grant conditions which were prescriptive about the groups of people benefitting from support and the nature of the activities permissible under the programme. Provider organisations which were able to demonstrate that they were delivering eligible services to eligible people were funded by interim contracts and then, following service and eligibility review, permanent contracts.

The 'ring-fence' and grant conditions were removed from SP funding in 2009 which meant that decisions over how much, and whether, funding would be allocated to SP services (increasingly being referred to as 'Housing Support') were now to be made locally by Councils based on need and relative priority of all spend. Since that time many local authorities have seen reductions in the amount of funding made available to housing support.

Housing support funding is an area of discretionary spend by the Council. There is no specific statutory duty to fund housing support. However, research has shown that investment in housing support clearly helps to avoid much higher costs further 'downstream' in areas such as social care, admissions to hospital, homelessness and the criminal justice system.

Housing support, therefore, is an important element in the range of preventative activities that are valued by customers, partners, stakeholders and the Council itself. Housing support achieves this through focussing on those things which impact on an individual's ability to be able to live independently in a home of their own and then helping those individuals to overcome them.

Housing support works with vulnerable people aged 16 and over. It works with people at risk of tenancy failure or losing their home through deteriorating finances, ill health or accidents such as falls, requiring residential care, offending activity or statutory homelessness. Support can be provided as a short-term, intensive one-to-one series of

interventions, as a longer-term maintenance of independence, through groups, drop-ins or other community activity.

It has also been continuing good practice to have good service user involvement in the planning and monitoring of housing support services, both at strategic and more local levels. In Shropshire there is a long-standing service user group called the Shropshire Housing Support Group which is facilitated by an independent coordinator. This group provides strategic input as well as carrying out peer review of services to inform the Council's contract monitoring.

Current Position

Housing support services were recommissioned in 2012. A new approach, based on the outcomes required by vulnerable people, was developed in conjunction with service users, providers, partners and other stakeholders. This approach was based around two outcome 'themes' which distinguished between those people who needed a short-term and intensive period of support to move them from their current situation to full independence, and those who required longer-term but less intensive support to be able to maintain their ability to continue living independently.

In addition a new approach to organising services was developed by the local housing support provider market in response to the Council's requirements:

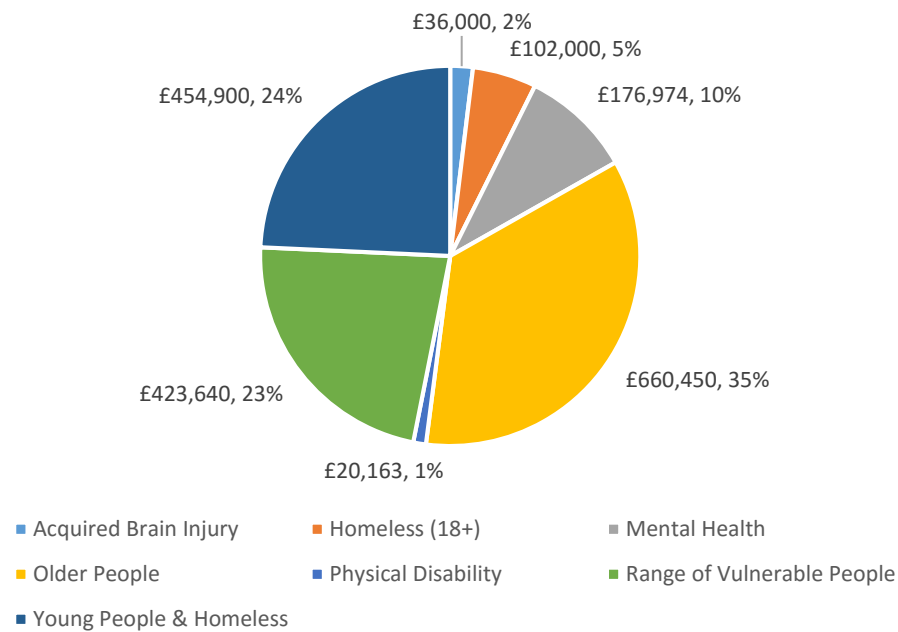
1. Firstly, providers recognised that they were able to enhance support services by developing support 'hubs' through increasing the use of their buildings and community facilities by other agencies and by customers.
2. Secondly, many people could achieve at least some of their outcomes by participating in groups and other community-based support work such as drop-ins and surgeries. This made better use of support workers' time and allowed services to reach a greater number of people.
3. There was, and remains, a need for housing support to reach out to people living in private sector accommodation and so services were designed to achieve this in a number of new ways.
4. Providers organised themselves into two consortia – Sustain and the Shropshire Support Partnership – to deliver services in ways that provided more coordinated access and which made best use of all consortium members' areas of expertise and which also retained diversity in the provider market.

In total, the Council has contracts with housing support providers with a total value of £1,874,127 per year. The first chart below details how and in what proportion current funding is allocated. The second chart shows contracted numbers of service users at any one time, broken down by client group.

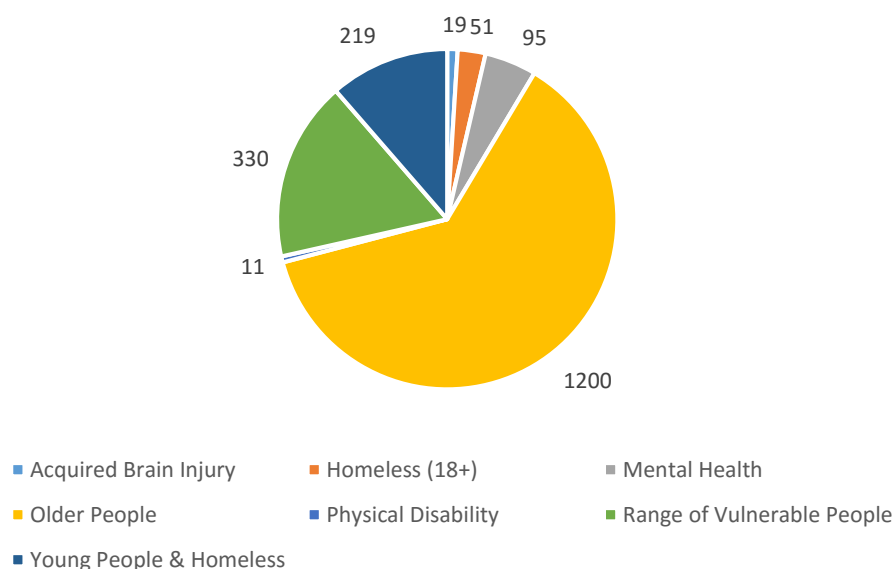
Housing support is delivered either by using supported accommodation as a support 'hub' as well as providing accommodation for very vulnerable people OR is delivered as 'floating support' which means that support workers will provide support for people regardless of where they live.

Of the total annual contract funding shown above, £424,540 is currently spent on supported accommodation 'hubs' and £1,449,587 is spent on floating support. Due to their less intensive nature, floating support services are contracted to work with about 10 times more people than supported accommodation.

Housing Support Expenditure by Client Group 2016/17



Housing Support Customer Numbers by Client Group 2016/17



The housing support programme is preventative in nature. It provides support to people with a number of issues, all of which may compromise or inhibit their ability to be able to maintain a tenancy or a home of their own. There are many reasons why somebody may struggle to continue to live independently in a house of their choice. If these are left unaddressed, they may result in the need to move into residential or higher cost care, hospital admission or eviction or loss of home for other reasons.

The main reasons why people are referred, or refer themselves, to housing support are:

- Deteriorating financial position (all age ranges but particularly under-65s)
- Risk of tenancy failure (all age ranges) – for a variety of reasons
- Risk of statutory homelessness (particularly, but not exclusively, under 65s)
- Long-term worklessness (under 65s with a focus on under 25s)
- Risk of unplanned hospital admissions (older people in particular)
- Risk of Accident & Emergency visits, for example through falls (older people in particular)
- Risk of residential care or increased care costs (older people)

Housing support is very successful in helping people to avoid these risks with many services providing a longer-term input either through 1-1 support, group-working or a combination of approaches, being able to report close to 100% success in helping people to remain in their own home.

Community Alarms

As a result of being required to make financial savings for the year 2016/17 Shropshire Council decided to stop paying a subsidy towards the cost of community alarms. This meant that around 2,700 people no longer had their community alarm fees funded by the council. Of these 80% opted to retain their community alarm and pay the provider directly; the remainder either no longer wanted their alarm, didn't need it or were referred to the council's telecare service.

Context for Commissioning Housing Support

The Financial Challenge

The Council has been dealing with a sustained period of financial challenge due to a combination of inflationary pressures and ongoing cuts in government grants. The significant financial savings we have made and will continue to make over the next 3 years will put the Council's finances onto a sustainable footing. We are doing this because we need to respond to the changing financial landscape for local authorities.

Underlying this the population of Shropshire is projected to increase over the coming years and, more importantly, the make-up of the population is set to change. Shropshire (excluding Telford & Wrekin) had a population of 306,129 at the 2011 census (an increase of 8.1% from the 2001 census).

Projections made in 2006 point to a population of 338,000 by 2031. The number of people aged 65-84 is projected to increase by 70.2% by 2031, from 49,000 in 2006 to 83,500. In

addition the number of people aged 85 and over is projected to increase by 194.6% (13,600 people) from 7,000 in 2006 to 20,600 in 2031.

Therefore the inflationary pressures referred to above take into account not only cost of living / cost of operating expenses, but also the cost pressures of accommodating, supporting and caring for an increasingly ageing population.

Legislation

Of particular relevance to housing support services, the **Care Act 2014** is the key piece of legislation covering social care services for adults. Particular parts of the legislation to note include:

- Introduction of the wellbeing principle. Section 1 of the Care Act sets out the 'wellbeing principle'. Local authorities will be under a general duty to promote an individual's wellbeing; this applies when they are making any decisions under the Care Act. This will relate in part to the suitability of an individual's living accommodation. The well-being principle should be imbedded in all aspects of the local authority's decision making, and applies equally to people who are not eligible for care and support. For example, the local authority must have regard to the well-being principle through the provision of universal services.
- Prevention. Under section 2 of the Care Act, a local authority must provide services or take steps which it considers will contribute towards preventing or delaying the development by adults or carers of the need for care or support, and it must try to reduce the need for care and support by adults or carers in its area. This duty applies to all adults in the local authority's area. This includes access to early intervention, such as fall prevention clinics, adaptations to housing, handyman services, and short term provision of wheelchairs or telecare services.
- Integration of care and support
- Information and advice – including all aspects relating to individuals' wellbeing such as Housing

The government is committed to a programme of **Welfare Reforms** which seeks to reduce the total welfare bill. Older and vulnerable people and people on low incomes, who have most contact with the welfare benefits system, will experience the most change. As these reforms roll out, the impacts of these changes will become clearer. Feedback from the Shropshire Housing Support Group indicates that vulnerable people increasingly need more help with navigating the system and that these changes are causing 'much stress'.

Housing Reforms proposed by the government will mean that registered housing providers have to reduce rents by 1% per annum over a 4 year period. In addition, supported housing reforms will mean that by 2019 rent charged in supported housing will be limited to Local Housing Allowance rates which is a significant reduction on current income. The government is proposing that the shortfall is met by making available a local discretionary fund. Details will be published in a consultation document shortly.

The Public Services (**Social Value**) Act 2012 requires the Council to ensure that it considers how it can maximise social, economic and environmental benefits in the way that it commissions. Shropshire Council has a Social Value framework which it has developed with

partners from Shropshire Clinical Commissioning Group (CCG), the Voluntary & Community Sector, Police & Crime Commissioner and Housing, and is currently engaging with stakeholders around the principles of a Social Value Charter for Shropshire.

Strategic

Shropshire Council's Corporate Plan 2016/17 sets out three high-level outcomes which provide the focus of the work of the Council and underpin what we are trying to achieve over the coming years. These outcomes are:

- Healthy People – supporting people to take responsibility to look after themselves, increasing their quality of life and reducing ill health to minimise demand and dependency on public services.
- Resilient Communities – communities which are self-sufficient and have the resources and capabilities to meet their collective needs and to flourish.
- Prosperous Economy – making more of Shropshire's economic potential, maximising use of land, infrastructure, connectivity and the facilities to train and educate our workforce.

Shropshire Council is a commissioning Council. The Council's Commissioning Strategy 'Commissioning for the Future' sets out our approach to becoming an organisation which commissions, as opposed to delivering, outcomes for our customers and communities. The strategy also sets out the Council's commitments on the principles we will adopt as well as our expectations on provider organisations who we commission to deliver outcomes.

The priorities for Shropshire's Health and Wellbeing Strategy are focused on Prevention (Health Promotion and Resilience) and Sustainability (Promoting Independence at Home).

Shropshire's Sustainability & Transformation Plan (STP), partnering with Telford & Wrekin and Powys, aims to develop a transformed system of care and support that is high quality, financially sustainable and efficient and delivers on national standards all the time. Central to this will be the ability to build resilience and social capital into people's environments so they have the knowledge and skills to help themselves to live healthier and happier lives. The STP is based around Localities which are mirrored in the geographical approach to commissioning housing support in Shropshire.

The Better Care Fund Plan for Shropshire identifies its main priorities as:

- Prevention
- Early Intervention
- Supporting People in Crisis
- Supporting people to live independently for longer

Commissioning Principles

In commissioning housing support we want to ensure that the following principles are understood and adopted:

- Shropshire is a large and rural county with a dispersed population. Approaches that work in one part of the county may not necessarily work as well in others. We want to work with providers who understand the importance of 'Place' and the Shropshire 'landscape' as it relates to support and care in communities and who can apply a locally tailored approach to the work they do with vulnerable people.
- Housing support services are preventative in nature. In these challenging financial times it is vital that prevention is targeted at those areas which make the biggest difference. Providers will therefore work very closely with the Council to ensure that resources and support are allocated according to priority.
- Providers will need to be able to maximise the value of all available resources in the communities in which they operate. This will include their own staff, buildings, technology, expertise, volunteer capability and other infrastructure as well as all of these owned or operated by other partners and stakeholders. This will make best use of resources without unnecessary duplication of effort.
- Housing support services will support the aim that people will be more able to do things for themselves and to meet their needs as far as possible through a 'self-service' approach
- Meaningful and productive partnerships will be developed with other commissioned (and non-commissioned) activity such as Shropshire Council Housing Services, Shropshire Homepoint, People2People, the CAAN consortium, Integrated Community Services, Shropshire Council First Point of Contact, Strengthening Families, Resilient Communities teams, Community Health teams including GP's and Community Coordinators, Sustainability & Transformation Plan (STP) Locality Working, Voluntary & Community Sector organisations, Service user & carer groups, private providers, faith communities, etc
- Providers will adopt, wherever possible, the broad principles of '[Making Every Contact Count](#)' which is an approach to behaviour change that utilises the millions of day to day interactions that organisations and people have with other people to encourage changes in behaviour that have a positive effect on the health and wellbeing of individuals, communities and populations.
- Providers will need to be flexible and able to adapt to changing priorities
- Providers will need to demonstrate that they are committed to maximising the social, economic and environmental benefits gained through the way that they organise themselves. Providers will work with the Council to develop and deliver Social Value outcomes as described in the Council's Social Value Framework

Identification of need

An impact assessment on 1,750 current housing support customers was undertaken by providers during summer 2016 and sought to identify the risk factors amongst the current cohort in the event that housing support services were no longer available. The largest individual risk areas are:

| Risk | Number |
|------------------------------------------------------------|--------|
| Non-elective / unplanned hospital admission – older people | 678 |

| | |
|----------------------------------------------------------------|------------------------------|
| Start or increase in a domiciliary care package – older people | 612 |
| Presentation at A&E – older people | 540 |
| Deteriorating financial position – all people | 512 (incl. 246 older people) |
| Tenancy failure or loss of accommodation – all others | 469 |
| Admission to residential or nursing care – older people | 403 |
| Tenancy failure or loss of accommodation – older people | 399 |
| Self-harm (self-neglect, risky behaviour) – older people | 387 |
| Risk of harm from others (safeguarding, etc) – older people | 294 |

An estimate of the financial impact of these identified risks has been undertaken using locally available figures and data from New Economy Manchester. We have identified where the benefits (and potential impacts) are most likely to fall. In summary the findings are that current housing support funding of £1.874m pa results in:

1. Overall – avoidance of costs to the public purse of £12.5m
2. Avoided additional costs to Shropshire Council of £8.6m, made up of:
 - a. £6.0m to Adult Services
 - b. £2.5m to Housing Services
 - c. £91,000 to Leaving Care Team (this ignores longer term costs of children becoming looked after)
3. Avoided additional costs to Health of £2.6m
4. Avoided additional costs to DWP £850k
5. Avoided additional Costs to Criminal Justice £400k

In addition, housing support services, particularly the support hubs around sheltered housing, provide significant benefit to the wider communities they operate in and to other voluntary and community organisations making use of these facilities. These hubs provide a physical venue for activities to take place, without which those activities would cease. Activities include lunch clubs, bingo, day centres, leisure and exercise and information & advice sessions such as falls avoidance and home safety. These help to tackle social isolation that many older and vulnerable people experience, promote health & wellbeing and reduce demand on other services. Around 3,000 people attend activities at support hubs.

There are specific and pressing needs in respect of housing support services for young people at risk of homelessness. Following the withdrawal of Stonham from Shropshire in April 2016 this has resulted in the loss of 22 supported accommodation bed spaces (out of a total of 44) specifically for this group. In addition, Bromford Housing will withdraw from providing young people's supported accommodation at the New Century Court project in Oswestry resulting in a reduction of a further 13 bed spaces. A specific review of support services for this group is being undertaken and will report in November 2016.

Homelessness presentations are increasing. In the 12 months to September 2016 there were 1093 homeless presentations of which 198 were due to parental evictions, 150 were due to s21 notices and another 143 were due to non-violent relationship breakdown. In the

context of the challenges around young people's supported accommodation noted above this emphasises the pressing need in this area.

Additionally, during 2015/16, 267 statutory homeless acceptances were made (an increase of 12% over a 4 year period). Total homelessness presentations requiring a decision increased by nearly 25% over the last 4 years. The number of people accommodated by the council as a result of a homeless acceptance has increased significantly, as has the number of those accommodated in bed and breakfast.

There is therefore a demonstrated need to address the issues leading to a homelessness presentation through early identification, information and advice and interventions where necessary.

Outcomes

Housing support has a key preventative role to play as well as an important role in building individual and community resilience and will contribute to the council's Healthy People and Resilient Communities high-level outcomes. As such the Primary Outcomes to be delivered through housing support services are:

- To maximise older, disabled and vulnerable people's ability to live independently in a suitable home of their own and to promote their wellbeing
- Reduction in the number of people and families that experience tenancy failure or lose their accommodation
- Reduction in homelessness presentations
- Vulnerable people and families are swiftly and successfully settled into new accommodation or tenancies following identification
- Admission to residential or nursing care is delayed or avoided
- Domiciliary care packages are reduced or delayed
- Reduction in the number of people experiencing a deterioration in their financial circumstances
- Long-term worklessness is reduced or avoided
- Continuing support for community and place-based activities
- Contribution to a reduction in:
 - the number of non-elective hospital admissions
 - presentations to A&E as a result of for example falls, substance misuse, poor nutrition, effects of poor and unsuitable accommodation such as cold and damp
 - delayed transfers of care from hospital and other care settings

In addition, providers will be expected to demonstrate Social Value. Whilst the Council will not be prescriptive in its requirements so as not to restrict innovation, some suggested social value outcomes are as follows:

Economic Value

- Service Users are able to access traineeships, apprenticeships or work experience placements

- Jobs, traineeships, apprenticeships or work experience placements are created by the Provider
- The local supply chain is supported through sub-contracting and local sourcing of materials
- There is a contribution to initiatives which support local economic growth

Social Value

- Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the service
- Local communities and people are able to help themselves and do not rely on others to meet their needs
- Service Users know how to avoid or manage the factors which impact on their ability to sustain independent living and on their long-term health and wellbeing
- Service Users have access to recreational, leisure and cultural activities and are supported to do so
- Service users report a reduction in feelings of isolation

Environmental Value

- People are able to maintain a warm and energy-efficient home

Financial

The financial constraints on the Council mean that there will continue to be uncertainty over future levels of funding for housing support, so there is therefore a need for services wherever possible to be increasingly sustainable beyond public funding. Providers of housing support will need to establish whether there are elements of their current services or developments of them which may provide a commercial income in future which will sustain some level of service.

The budget for housing support contracts in 2016/17 is £1,874,127. The council's Financial Strategy had identified a risk to funding for housing support. Subsequent work undertaken by a member-led Task & Finish Group identified that the risks to other budget areas and partner organisations through the withdrawal of housing support were too great. Funding has been agreed by Cabinet for the year 2017/18 but no guarantees can be given yet for funding levels from April 2018 onwards. There is therefore a requirement to approach the period covered by these commissioning intentions in two stages.

Stage 1

No savings will be made on 2016/17 funding levels for the financial year 2017/18, other than minor adjustments for individual contracts. **No overall increase in funding is proposed.** This will still mean that a significant multiplier of this figure of public sector costs will be avoided as described in the 'Identification of need' section above, of which around two thirds relates to avoidance of costs which the council is likely to incur.

It is proposed that funding is allocated in similar proportions to those at present. Bromford Housing have notified the council of their intention to withdraw from housing support provision with the exception of their supported accommodation for people with mental

health problems. This will mean that existing funding of £120,000 for the New Century Court young people's supported accommodation will be reinvested into an alternative Young People's support service(s) – the shape of which is being determined through a specific review of young people's housing support. Existing funding for mental health floating support of £109,347 will be reinvested into floating support. Existing funding for ABI floating support will be tendered as a countywide specialist ABI and Autism housing support service.

Stage 2

Shropshire Council's Cabinet requires that work is done with public sector partners to review funding to housing support and wider preventative services. This work will be undertaken during 2017/18 with a view to a further recommissioning exercise for new contracts to be implemented from 2018.

Appendix 1 sets out the financial detail in respect of how we propose to allocate funding during 2017/18.

Proposed Model

In terms of the nature of the support needed, a stakeholder group, including providers, identified the following areas of work to prioritise:

- There is a need to prioritise rural areas – these tend to be the places where no other services are in place. Also staff are in danger of being isolated and experience lots of lone working
- Retain the hub-based model
- Retain a network of support across the county
- Help for people in navigating an increasingly complex benefits system
- Older homelessness and older people at risk of homelessness
- Settling people successfully into a tenancy
- Securing accommodation with support to avoid temporary residential care
- 'Pre-presentation' for many issues – early identification and provision of information and advice. Often the situation is at crisis once someone presents or requests help
- Ability to be available for people whose needs are unpredictable in timing but are recurring
- Temporary accommodation support
- Identification of key older peoples' schemes for specific funding aimed at avoidance of residential care, reduced care package size and hospital admission avoidance; remainder will be floating support
- A mixed model consisting of:
 1. Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving crisis support This will include access to supported accommodation where available.
 2. Higher level support, which is often time-limited, for people whose housing support needs cannot be met by low intensity support described below. This support is typically underpinned by an agreed support plan and will consist of

regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of higher level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.

3. Low intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between crisis, higher-level and low-intensity support as needed.

There are three principal client groups for housing support, each of which will have a different outcome focus, may have different stakeholders and partner organisations and may have a different mix of intensive and low-intensity support.

1. Older People. The majority of clients are older people. The focus will be on avoiding residential care, remaining at home as independently as possible, avoiding A&E admissions and avoiding non-elective hospital admissions.
2. Young People and Homelessness. The focus will be on avoiding homelessness in the first place and will also be aimed at building skills and resilience to move people on from intensive support and supported accommodation. Crisis avoidance, addressing worklessness and tenancy sustainment are also key for this group.
3. 'Generic' or a 'Range of Vulnerable People'. This is a broad area and will encompass people of working age, many of whom have difficulty coping due to mental health or learning difficulties, substance misuse, offending behaviour and a range of other difficulties. This group will be closely aligned with the Strengthening Families programme as there is a crossover with outcomes and often the same families are involved. Where appropriate some funded housing support resource will directly support Strengthening Families outcomes where housing support outcomes are also delivered.

The Council will commission housing support services from 1st April 2017 on the principles and based on the outcomes set out above. We will not direct nor specify exactly how providers will be expected to deliver these outcomes; providers will determine the use of funding to achieve the best outcomes.

In order to maximise opportunities for providers to operate flexibly and to target resources in the most effective way, we will commission housing support in two contract 'blocks':

1. **Floating Support** Area-based floating support contracts covering the whole county and covering all people whose housing support needs cannot be met most effectively through the use of supported accommodation hubs. These will incorporate a requirement to work with the three principal client groups shown

above. Notwithstanding this, housing support should be made available to anyone in need of the service and who is determined to have a need to meet any of the outcomes listed above.

2. **Supported Accommodation** Individual contracts for all supported accommodation services in the county. This will include 'foyer-style' and other supported accommodation (including dispersed housing) for young people and for those aged 18 and over, specialist mental health supported accommodation and supported accommodation for people with physical disabilities.

Whilst maximum flexibility to deliver outcomes will be given to providers, the following requirements are crucial to ensuring that housing support services are fully integrated and provide maximum value to service users and the Council:

- There is an expectation that resources will be targeted at people and communities most in need
- Allocation of intensive support will be based on need and determined in the first instance by Shropshire Council Housing Services and agreed with the Provider.
- Allocation of low-intensity support will be determined by the Provider, based on need.
- Urgent referrals will be responded to so that contact with the Service User will be established within a maximum of 2 working days
- Providers should maximise Intensive Housing Management Grant (IHMG). Where the Provider is able to secure funding through IHMG then tasks eligible under IHMG will not be eligible under the housing support contract
- Collaboration – between providers, with VCS organisations and with communities and service users
- Housing support will be targeted at need and will be available to vulnerable people regardless of tenure
- Maximise the use of private sector accommodation with floating support where available
- Housing support will mainly be delivered through short-term interventions, although some people will need a longer term independent living 'support net'

Procurement / Timescales

It is the Council's intention that new contracts will be in place by 1st April 2017. In order to achieve this, the Council will issue procurement documentation by December 2016 and tender will be returned in January 2017. Tenders will be evaluated by February 2017 and award notices issued before the end of February 2017. Contracts will be signed before the new contracts begin. **Contracts will be for an initial period of 1 year, with an option to extend by a further 1 year.**

APPENDIX 1

| Supported Accommodation Provider | Contract Ref. | Service Name | Client Group | Annual Funding | No. Bed Spaces | No. Customers |
|----------------------------------|---------------|---------------------------------------------------------------------|---------------------------------|------------------|----------------|---------------|
| TBC | TBC | Accommodation with Support for Young People at Risk of Homelessness | Young People & Homeless (16-25) | 120000.00 | 13 | 17 |
| Centra (Mercian HA) | AMCV 206 | Parish Rooms | Homeless (18+) | 102000.00 | 12 | 16 |
| Shropshire Housing Group | AMCV 205 | Ludlow Foyer | Young People & Homeless (16-25) | 102000.00 | 15 | 35 |
| Shropshire Housing Alliance | AOCV 015 | New Street | Young People & Homeless (16-25) | 12750.00 | 4 | 6 |
| Transhouse | AOCV 013 | Transhouse | Physical Disability | 20163.00 | 8 | 11 |
| Bromford Housing | AOCV 014 | Upton Lane | Mental Health | 32000.00 | 8 | 16 |
| Bromford Housing | AMCV 204 | Beagle House | Mental Health | 35627.00 | 7 | 16 |
| | | | Total Supported Accom | 424540.00 | 67 | 117 |

| Floating Support | | Service Name | Client Group | Annual Funding | | No. Customers |
|------------------|----------|-------------------------------------------|--------------------------------|----------------|---|---------------|
| Countywide | AOCV 020 | Countywide Acquired Brain Injury & Autism | Acquired Brain Injury & Autism | 36000.00 | 0 | 19 |
| Central | AMCV 208 | Central Floating Support | Range of Vulnerable People | 527919.00 | 0 | 609 |

| | | | | | | |
|------------|----------|-----------------------------|-------------------------------|-------------------|-----------|-------------|
| North West | AMCV 211 | North West Floating Support | Range of Vulnerable People | 221417.00 | 0 | 277 |
| North East | AMCV 217 | North East Floating Support | Range of Vulnerable People | 221417.00 | 0 | 277 |
| South West | AMCV 215 | South West Floating Support | Range of Vulnerable People | 221417.00 | 0 | 277 |
| South East | AMCV 213 | South East Floating Support | Range of Vulnerable People | 221417.00 | 0 | 277 |
| | | | Total Floating Support | 1449587.00 | 0 | 1736 |
| | | | | | | |
| | | | TOTAL | 1874127.00 | 67 | 1853 |



Tender Response Document

AMCV 223 - FLOATING HOUSING SUPPORT IN SHROPSHIRE INCORPORATING THE FOLLOWING LOTS:

- **AOCV 020 – Countywide Acquired Brain Injury & Autism Floating Support**
- **AMCV 208 – Central Shropshire Floating Support**
- **AMCV 211 – North West Shropshire Floating Support**
- **AMCV 217 – North East Shropshire Floating Support**
- **AMCV 215 – South West Shropshire Floating Support**
- **AMCV 213 – South East Shropshire Floating Support**

Name of TENDERING
ORGANISATION
(please insert)

**Sevenside Housing Central Lead of
Sustain Consortium**

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.
- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length.

Lots available through this tender are:

| Lot Reference | Lot Name | Fixed Annual Contract Value |
|---------------|--------------------------------------------------------------|-----------------------------|
| AMCV 208 | Central Shropshire Floating Support | £527,919 |
| AMCV 217 | North East Shropshire Floating Support | £221,417 |
| AMCV 211 | North West Shropshire Floating Support | £221,417 |
| AMCV 213 | South East Shropshire Floating Support | £221,417 |
| AMCV 215 | South West Shropshire Floating Support | £221,417 |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | £36,000 |

Lots AMCV 208, AMCV 217, AMCV 211, AMCV 213 and AMCV 215 will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems. Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. Tenderers only need to complete Sections A & B once, even if you are bidding for multiple Lots. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. **Tenderers must indicate which Lots they are bidding for using the table on page 7 and must complete one Section C for each Lot they are bidding for.**
3. 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.
4. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). 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.

- Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

| Section | Description | Page |
|--------------------------------------------------------------|---------------------------------------------------------------------------|-------------|
| A1 | Form of Tender | 7 |
| A2 | Non-Canvassing Certificate | 8 |
| A3 | Non-Collusive Tendering Certificate | 9 |
| A4 | Declaration of Connection with Officers or Elected Members of the Council | 10 |
| You must sign all 4 certificates in sections A1 to A4 | | |
| B Part 1 | Supplier Information– For information only | 13 |
| B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion | 17 |
| B Part 2 Section 3 | Grounds for Discretionary Exclusion | 19 |
| Section C | Tender Schedule | 27 |

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following 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 (Sections B Part 1 – Part 3)

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

| Section / Question No. | Selection Criteria |
|----------------------------|--------------------------------------------|
| Section B Part 1 | Supplier Information– For information only |
| Section B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion |
| Section B Part 3 Section 3 | Grounds for Discretionary Exclusion |

In relation to discretionary exclusion grounds (section B part 3):-

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.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

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

| Section / Question No. | Award Criteria | Weighting / Max Marks Available |
|----------------------------------|---------------------------------|---------------------------------|
| Quality 100% (1000 marks) | | |
| Section C / Q 1 | Proposal for Service Delivery | 40% / 400 max marks |
| Section C / Q 2 | Partnerships | 20% / 200 max marks |
| Section C / Q 3 | Service Accessibility | 10% / 100 max marks |
| Section C / Q 4 | Service Quality and Improvement | 10% / 100 max marks |
| Section C / Q 5 | Service Sustainability | 10% / 100 max marks |
| Section C / Q 6 | Social Value proposals | 10% / 100 max marks |
| Total for quality | | 100% / 1,000 max marks |

Quality Questions/ Scoring Scheme

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

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

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

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

For each individual lot the tender receiving the highest mark for Quality Criteria overall will be awarded the contract.

Tender Lots

The following table lists all the Lots available to bid for under this tender. Please indicate which Lot(s) you intend to tender for by placing a 'X' in the relevant box. You may tender for one or more Lot in any combination. Each Lot will be evaluated independently and separately to any other Lot(s) you may have submitted a tender for. It is important that you fully complete a Section C Tender Schedule for each Lot you intend to tender for.

| Lot Reference | Lot Name | Mark with an X if submitting a tender |
|----------------------|--------------------------------------------------------------|----------------------------------------------|
| AMCV 208 | Central Shropshire Floating Support | X |
| AMCV 217 | North East Shropshire Floating Support | |
| AMCV 211 | North West Shropshire Floating Support | |
| AMCV 213 | South East Shropshire Floating Support | |
| AMCV 215 | South West Shropshire Floating Support | |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | |

Section A:
1. Form of Tender

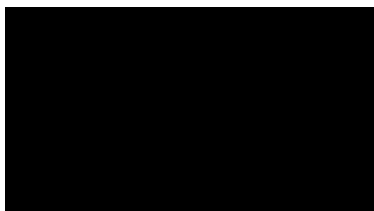
Form of Tender

Shropshire Council

Tender for Housing Support Services

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 Housing Support services 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 17/1/1

Designation Director of Care and Support

Company: Severnside Housing part of Housing Plus Group

Address Severnside House Brassey Rd, Old Potts Way, Shrewsbury

.....

.....

.....

Post Code SY3 7FA

Tel No 0300 300 0059

Fax No 01743 285010

E-mail address



Section A:
2. Non – Canvassing Certificate

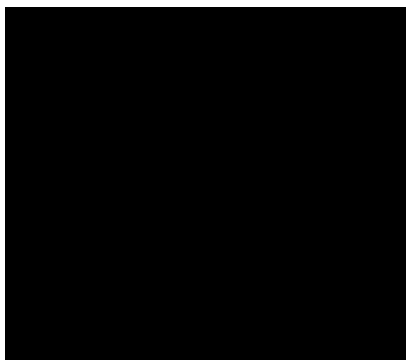
Non-Canvassing Certificate

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

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

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

Signed (1)



Status: Director of Care and Support

Signed (2)

Status: Supported Housing Manager

(For and on behalf of Severnside Housing (Sustain))

Date 17/1/17

Non-collusive Tendering Certificate

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

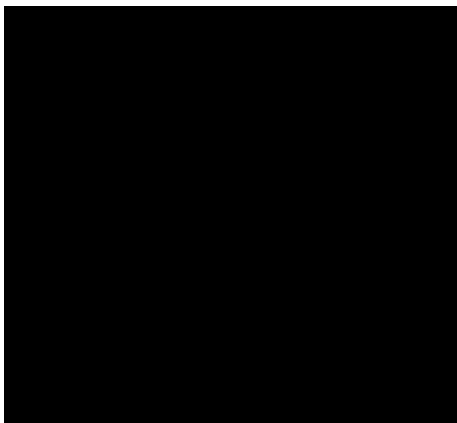
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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 Director of Care and Support

Signed (2)

Status Supported Housing Manager

(For and on behalf of Severnside Housing (Sustain))

Date 17/1/17

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

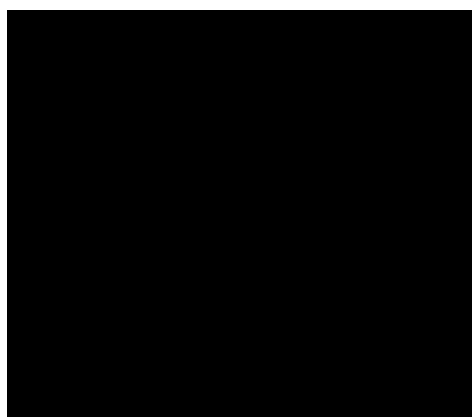
If yes, please give details:

| 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: Director of Care and Support

Signed (2)

Status: Supported Housing Manager

(For and on behalf of Severnside Housing (Sustain))

Date 17/1/17

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for). For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures, consortia and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors. (Please note – if Part 3 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration. (Please note – if Part 1 and Part 2 declaration has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
6. All sub-contractors are required to complete Part 1 and Part 2¹. (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| | | |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information | Severnside Housing |
| 1.1(b) – (i) | Registered office address (if applicable) | Brassey Rd, Old Potts Way Shrewsbury SY3 7FA |
| 1.1(b) – (ii) | Registered website address (if applicable) | www.severnsidehousing.co.uk |
| 1.1(c) | Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) | b) Limited Company |
| 1.1(d) | Date of registration in country of origin | 1/10/2001 |
| 1.1(e) | Company registration number (if applicable) | 04025816 |
| 1.1(f) | Charity registration number (if applicable) | 1166317 |
| 1.1(g) | Head office DUNS number (if applicable) | |
| 1.1(h) | Registered VAT number | 254 0480 24 |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). | |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | |

| | | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 1.1(k) | Trading name(s) that will be used if successful in this procurement. | Sevenside Housing Sustain |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual | VCSE |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME) ² ? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable) | N/A |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) | N/A |
| 1.1(p) | Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) | N/A |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

| | | | | | | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------|--|--|
| Section 1 | Bidding Model | | | | | |
| Question number | Question | Response | | | | |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes <input type="checkbox"/> x No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | | | |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | SUSTAIN Consortium | | | | |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | See attached Consortia Agreement (Appendix 2.) | | | | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes <input type="checkbox"/> x No <input type="checkbox"/> | | | | |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. If this information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for. | | | | | |
| | Name | Trident Reach | Shropshire Housing Alliance | Shrewsbury Homes for all | | |
| | Registered address | | | | | |
| | Trading status | | | | | |
| | Company registration number | | | | | |
| | Head Office DUNS number (if applicable) | n/a | n/a | n/a | | |

| | | | | | | |
|--|------------------------------------------------------------------------------------------------------|---------|------|---------|--|--|
| | Registered VAT number | n/a | n/a | n/a | | |
| | Type of organisation | Charity | VCSA | Charity | | |
| | SME (Yes/No) | Yes | Yes | Yes | | |
| | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables | | | | | |
| | The approximate % contractual obligations assigned to each sub-contractor | | | | | |

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

| Section 1 | Contact details and declaration | |
|-----------------|--------------------------------------|-----------------------------------------------|
| Question Number | Question | Response |
| 1.3(a) | Contact name | |
| 1.3(b) | Name of organisation | Sevenside Housing |
| 1.3(c) | Role in organisation | Supported Housing Manager |
| 1.3(d) | Phone number | 0030 300 0059 |
| 1.3(e) | E-mail address | |
| 1.3(f) | Postal address | Brassey Rd, Old Potts Way, Shrewsbury SY3 7FA |
| 1.3(g) | Signature (electronic is acceptable) | |
| 1.3(h) | Date | 17/1/17 |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| Section 2 | Grounds for mandatory exclusion | |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Question number | Question | Response |
| 2.1(a) | Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these | |

| | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| | <p>questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p> | |
| | Participation in a criminal organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Corruption. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Fraud. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Terrorist offences or offences linked to terrorist activities | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Money laundering or terrorist financing | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Child labour and other forms of trafficking in human beings | Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2.3(a) | Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes <input type="checkbox"/> No <input type="checkbox"/> x |

| | | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

| | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Section 3 | Grounds for discretionary exclusion | |
| Question number | Question | Response |
| | <p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p> | |
| 3.1(a) | Breach of environmental obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(b) | Breach of social obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(c) | Breach of labour law obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |

| | | |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |

| | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 3.1(j) | Please answer the following statements | |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j) - (ii) | The organisation has withheld such information. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes <input type="checkbox"/> No <input type="checkbox"/> x If yes please provide details at 3.2 |

| | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Part 3: Selection Questions

| | | |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Section 4 | Economic and Financial Standing | |
| Question number | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box. | Yes <input checked="" type="checkbox"/> x No <input type="checkbox"/> |
| | (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | Yes <input type="checkbox"/> No <input type="checkbox"/> Not specified in criteria |

| | | |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | | |
| Relationship to the Supplier completing these questions | | |

| | | |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| | |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 6 | Technical and Professional Ability |
| 6.1 | <p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include examples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p> |

| | Contact 1 | Contact 2 | Contact 3 |
|--------------------------------------|--------------------------------------------|----------------------------------------|-------------------------------------------------------------|
| Name of customer organisation | Sevenside Housing (Sustain Consortium) | Sevenside Housing (Sustain Consortium) | Sevenside Housing (Sustain Consortium) |
| Point of contact in the organisation | | | |
| Position in the organisation | Supported Housing Manager | Supported Housing Manager | Supported Housing Manager |
| E-mail address | | | |
| Description of contract | Older People Floating Support Central area | Generic floating support Central area | Young People and Homelessness floating support Central area |
| Contract Start date | April 2012 | April 2012 | April 2012 |
| Contract completion date | March 2017 | March 2017 | March 2017 |
| Estimated contract value | | | |

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | <p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p> |
| | <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> |

| | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.3 | <p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p> |
| | |

| | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
| | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes <input type="checkbox"/> N/A <input type="checkbox"/> |

| | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | |
| | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation |

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

| Section 8 | Additional Questions |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.1 | Insurance |
| | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer's (Compulsory) Liability Insurance = £5,Million Yes Public Liability Insurance = £5Million Yes Professional Indemnity Insurance = £2 Million Yes *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

| | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 8.2 | Skills and Apprentices 4– | |
| a. | Whilst this contract does fall into the remit set out in the link at the foot of this box we are interested to understand your approach to apprenticeships. Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes <input type="checkbox"/> x No <input type="checkbox"/> |
| b. | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes <input type="checkbox"/> x No <input type="checkbox"/> |
| c. | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes <input type="checkbox"/> x No <input type="checkbox"/> |

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_A

8.3 – Compliance with equality legislation

| | | |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | <input type="checkbox"/> <input type="checkbox"/> No |
| 2. | <p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> | <input type="checkbox"/> <input type="checkbox"/> No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes <input type="checkbox"/> |

8.4 – Environmental Management

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1. | <p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p> | <input type="checkbox"/> <input type="checkbox"/> No |
| 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | <input type="checkbox"/> Yes <input type="checkbox"/> |

8.5 – Health & Safety

| | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | <input type="checkbox"/> Yes <input type="checkbox"/> |
| 2. | <p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> | <input type="checkbox"/> <input type="checkbox"/> No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes <input type="checkbox"/> |

8.6 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

| | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| | <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> <i>“West Mercia Consortium Inter Agency Child Protection Procedures”</i> http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p><i>“West Midlands Adult Safeguarding Policy & Procedures”</i> https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</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.</i> <i>The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p> | |
| 1 | Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults? | Enclosed YES Enclosed YES |
| 2 | For information: our requests for references will include a question relating to your organisation’s record for safeguarding. | |
| 3 | 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 http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC802 | |

| | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <p>57AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <div style="background-color: black; width: 390px; height: 80px; margin: 10px 0;"></div> <p>Status: Director of Care and Support</p> <p>(For and on behalf of Severnside Housing)</p> <p>Date 17/1/17</p> | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|





8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below

| |
|---|
| √ |
|---|

SECTION C – TENDER SCHEDULE – Lot AMCV 208

| | Tender Schedule for Lot AMCV 208 – Central Shropshire Floating Support | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| | <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses. Where your response relies on contributions from other organisations you should describe how this would work.</p> <p>Please ensure that your responses are tailored to the particular area in which the Service covered in this Lot is to be delivered.</p> | |
| | <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with 'Crisis' support requirements <p>(Maximum 1,500 words)</p> | <p>40% / 400 marks</p> |

[illegible]

| | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| |     | |
| | <p>Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the Service and outcomes for Service Users. Please demonstrate how you will use these relationships to complement and coordinate activities, how they will be mutually beneficial and contribute to joint outcomes. Where appropriate you should include reference to joint use of facilities.</p> <p>(Maximum 1,000 words)</p> <p>Sevenside Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 20% / 200 marks |
| | <p>How will you ensure that the Service is accessible to those people who are most in need? Please make reference to how you will make the Service available to people across a range of tenures.</p> <p>(Maximum 500 words)</p> <p>Sevenside Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |

| | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | | |
| | <p>How will you ensure service quality and how will you seek continuous improvements to the Service? You should include reference to staff training. You should also describe how involvement of Service Users and the application of your complaints process contributes to service improvement. Please include case studies where appropriate.</p> <p>(Maximum 500 words)</p> <p>Sevenside Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>Please describe the measures you will take to ensure the continued sustainability of the Service. You should include any developing or innovative ways of generating income including opportunities for increasing/developing income from self-funding Service Users and other sources.</p> <p>(Maximum 500 words)</p> <p>Sevenside Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"> • Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these Jobs, including for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in Education, Employment or Training) • Support for and work with the local voluntary and social enterprise sector to complement outcomes • How your approach will contribute to local people and communities being more resilient and supportive of networks to help people to be more self-reliant and reduce isolation <p>(Maximum 750 words)</p> <p>Sevenside Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |



Tender Response Document

**AMCV 223 - FLOATING HOUSING SUPPORT IN SHROPSHIRE
INCORPORATING THE FOLLOWING LOTS:**

- **AOCV 020 – Countywide Acquired Brain Injury & Autism Floating Support**
- **AMCV 208 – Central Shropshire Floating Support**
- **AMCV 211 – North West Shropshire Floating Support**
- **AMCV 217 – North East Shropshire Floating Support**
- **AMCV 215 – South West Shropshire Floating Support**
- **AMCV 213 – South East Shropshire Floating Support**

Name of TENDERING
ORGANISATION
(please insert)

**Shropshire Housing Ltd (SUSTAIN Lead
for South West and North East area)**

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.
- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length.

Lots available through this tender are:

| Lot Reference | Lot Name | Fixed Annual Contract Value |
|---------------|--------------------------------------------------------------|-----------------------------|
| AMCV 208 | Central Shropshire Floating Support | £527,919 |
| AMCV 217 | North East Shropshire Floating Support | £221,417 |
| AMCV 211 | North West Shropshire Floating Support | £221,417 |
| AMCV 213 | South East Shropshire Floating Support | £221,417 |
| AMCV 215 | South West Shropshire Floating Support | £221,417 |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | £36,000 |

Lots AMCV 208, AMCV 217, AMCV 211, AMCV 213 and AMCV 215 will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems. Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. Tenderers only need to complete Sections A & B once, even if you are bidding for multiple Lots. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. **Tenderers must indicate which Lots they are bidding for using the table on page 7 and must complete one Section C for each Lot they are bidding for.**
3. 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.
4. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). 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.

- Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

| Section | Description | Page |
|--------------------------------------------------------------|---------------------------------------------------------------------------|-------------|
| A1 | Form of Tender | 7 |
| A2 | Non-Canvassing Certificate | 8 |
| A3 | Non-Collusive Tendering Certificate | 9 |
| A4 | Declaration of Connection with Officers or Elected Members of the Council | 10 |
| You must sign all 4 certificates in sections A1 to A4 | | |
| B Part 1 | Supplier Information– For information only | 13 |
| B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion | 17 |
| B Part 2 Section 3 | Grounds for Discretionary Exclusion | 19 |
| Section C | Tender Schedule | 27 |

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following 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 (Sections B Part 1 – Part 3)

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

| Section / Question No. | Selection Criteria |
|----------------------------|--------------------------------------------|
| Section B Part 1 | Supplier Information– For information only |
| Section B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion |
| Section B Part 3 Section 3 | Grounds for Discretionary Exclusion |

In relation to discretionary exclusion grounds (section B part 3):-

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.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

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

| Section / Question No. | Award Criteria | Weighting / Max Marks Available |
|----------------------------------|---------------------------------|---------------------------------|
| Quality 100% (1000 marks) | | |
| Section C / Q 1 | Proposal for Service Delivery | 40% / 400 max marks |
| Section C / Q 2 | Partnerships | 20% / 200 max marks |
| Section C / Q 3 | Service Accessibility | 10% / 100 max marks |
| Section C / Q 4 | Service Quality and Improvement | 10% / 100 max marks |
| Section C / Q 5 | Service Sustainability | 10% / 100 max marks |
| Section C / Q 6 | Social Value proposals | 10% / 100 max marks |
| Total for quality | | 100% / 1,000 max marks |

Quality Questions/ Scoring Scheme

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

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

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

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

For each individual lot the tender receiving the highest mark for Quality Criteria overall will be awarded the contract.

Tender Lots

The following table lists all the Lots available to bid for under this tender. Please indicate which Lot(s) you intend to tender for by placing a 'X' in the relevant box. You may tender for one or more Lot in any combination. Each Lot will be evaluated independently and separately to any other Lot(s) you may have submitted a tender for. It is important that you fully complete a Section C Tender Schedule for each Lot you intend to tender for.

| Lot Reference | Lot Name | Mark with an X if submitting a tender |
|----------------------|--------------------------------------------------------------|----------------------------------------------|
| AMCV 207 | Central Shropshire Older People Floating Support | |
| AMCV 208 | Central Shropshire Floating Support | |
| AMCV 217 | North East Shropshire Floating Support | x |
| AMCV 211 | North West Shropshire Floating Support | |
| AMCV 213 | South East Shropshire Floating Support | |
| AMCV 215 | South West Shropshire Floating Support | x |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | |

Section A:
1. Form of Tender

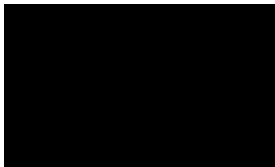
Form of Tender

Shropshire Council

Tender for Housing Support Services

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 Housing Support services 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.... 16/01/2017

Designation ...Executive Director, Neighbourhoods.

Company.....Shropshire Housing Ltd

Address The Gateway, Auction Yard, Craven Arms, Shropshire

.....

..... Post Code ...SY7 9BW

Tel No0300 303 1190 Fax No ...01588676280

E-mail address



Web address www.shropshirehousing.org.uk

Section A:
2. Non – Canvassing Certificate

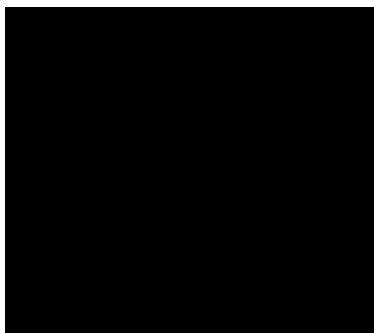
Non-Canvassing Certificate

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

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender 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.....Chief Executive

Signed (2)

Status.....Executive Director

(For and on behalf ofShropshire Housing)

Date16/01/2017

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.....Executive Director

Signed (2)

Status.....Chief Executive

(For and on behalf ofShropshire Housing)

Date16/01/2017

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

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

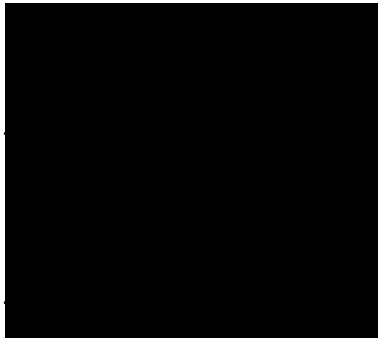
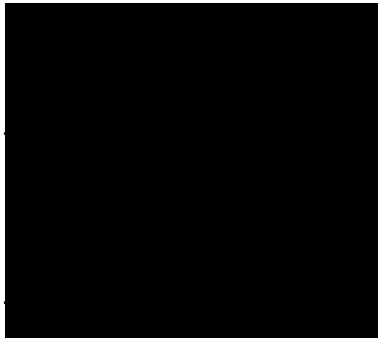
No

If yes, please give details:

| Name | Relationship |
|------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Please note:

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

| | | |
|-----------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------|
| Signed (1) |  | Status.....Executive Director |
| Signed (2) |  | Status.....Chief Executive |
| (For and on behalf ofShropshire Housing Ltd.) | | |
| Date 16/01/2017 | | |

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for). For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures, consortia and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors. (Please note – if Part 3 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce

an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration. (Please note – if Part 1 and Part 2 declaration has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
6. All sub-contractors are required to complete Part 1 and Part 2¹. (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| Section 1 | Potential supplier information | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information | Shropshire Housing Ltd |
| 1.1(b) – (i) | Registered office address (if applicable) | The Gateway, Auction Yard, Craven Arms, Shropshire SY7 9BW |
| 1.1(b) – (ii) | Registered website address (if applicable) | www.shropshirehousing.org.uk The Gateway SY79BW |
| 1.1(c) | Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) | b) Limited Company |
| 1.1(d) | Date of registration in country of origin | 24/07/2007 |
| 1.1(e) | Company registration number (if applicable) | Registered in England and Wales No.30269R Homes and Communities Reg no. L4494 |
| 1.1(f) | Charity registration number (if applicable) | N/A |
| 1.1(g) | Head office DUNS number (if applicable) | N/A |
| 1.1(h) | Registered VAT number | 905 0033 77 |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | N/A <input type="checkbox"/> x |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). | |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are | |

| | | |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| | established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | No <input type="checkbox"/> |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | N/A |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement. | Shropshire Housing Ltd. (SUSTAIN) |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual | a) VCSE |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME) ² ? | Yes <input type="checkbox"/> |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable) | N/A |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) | N/A |
| 1.1(p) | Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) | N/A |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred

suppliers and the persons of significant in control of them.

2 See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

3 UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

| | | | | | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Section 1 | Bidding Model | | | | |
| Question number | Question | Response | | | |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | | |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | SUSTAIN Consortium | | | |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | See attached Consortia Agreement (Appendix 2.) | | | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes <input type="checkbox"/> x The organisations listed below are equal partners within the SUSTAIN consortium. The Consortia Agreement binds all partners to performance requirements(, See Appendix 2 SUSTAIN Consortia Agreement). | | | |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. If this information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for. | | | | |
| | Name | | | | |
| | Registered address | | | | |

| | | | | | | |
|--|------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------|--|--|
| | | | | | | |
| | Trading status | | | | | |
| | Company registration number | 06761385 Charity Registration 1129187 | 06498194 Charity Registration 1124644 | 21543R | | |
| | Head Office DUNS number (if applicable) | n/a | n/a | n/a | | |
| | Registered VAT number | n/a | n/a | n/a | | |
| | Type of organisation | Charity | VCSA | Housing Association | | |
| | SME (Yes/No) | Yes | Yes | Yes | | |
| | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables | | | | | |
| | The approximate % contractual obligations assigned to each sub-contractor | | | | | |

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

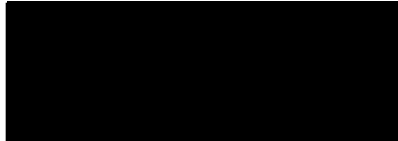
I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

| Section 1 | Contact details and declaration | |
|-----------------|---------------------------------|------------------------------------------------------------|
| Question Number | Question | Response |
| 1.3(a) | Contact name | |
| 1.3(b) | Name of organisation | Shropshire Housing |
| 1.3(c) | Role in organisation | Head of Supported Housing |
| 1.3(d) | Phone number | 0300 303 1190 |
| 1.3(e) | E-mail address | |
| 1.3(f) | Postal address | The Gateway, Auction Yard, Craven Arms, Shropshire SY7 9BW |

| | | |
|--------|--------------------------------------|------------------------------------------------------------------------------------|
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date | 16/01/2017 |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage. | |
| | Participation in a criminal organisation. | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Corruption. | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Fraud. | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Terrorist offences or offences linked to terrorist activities | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Money laundering or terrorist financing | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| | Child labour and other forms of trafficking in human beings | No <input type="checkbox"/> x If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web | |

| | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| | address, issuing authority, precise reference of the documents. | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2.3(a) | Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | No <input type="checkbox"/> |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

| | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Section 3 | Grounds for discretionary exclusion | |
| Question number | Question | Response |
| | <p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p> | |
| 3.1(a) | Breach of environmental obligations? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(b) | Breach of social obligations? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(c) | Breach of labour law obligations? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | No <input type="checkbox"/> If yes please provide details at 3.2 |

| | | |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 3.1(h) | Been involved in the preparation of the procurement procedure? | No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | No <input type="checkbox"/> If yes please provide details at 3.2 |

| | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 3.1(j) | Please answer the following statements | |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j) - (ii) | The organisation has withheld such information. | No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | No <input type="checkbox"/> x If yes please provide details at 3.2 |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | No <input type="checkbox"/> If yes please provide details at 3.2 |

| | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Part 3: Selection Questions

| | | |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Section 4 | Economic and Financial Standing | |
| Question number | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box. | Yes <input type="checkbox"/> x |
| | (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | Yes <input type="checkbox"/> not specified in criteria |

| | | |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | | |
| Relationship to the Supplier completing these questions | | |

| | | |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------|

| | | |
|-----|----------------------------------------------------------------------------------|-------------------------------------------------------------|
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| | |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 6 | Technical and Professional Ability |
| 6.1 | <p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include examples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p> |

| | Contact 1 | Contact 2 | Contact 3 |
|--------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| Name of customer organisation | Shropshire Housing (SUSTAIN consortium) | Shropshire Housing (SUSTAIN Consortium) | Shropshire Housing (SUSTAIN consortium) |
| Point of contact in the organisation | ██████████ | ██████████ | ██████████ |
| Position in the organisation | Head of Supported Housing | Head of Supported Housing | Head of Supported Housing |
| E-mail address | ██████████ ██████████ | ██████████ ██████████ | ██████████ ██████████ |
| Description of contract | ██████████ ██████████ | ██████████ ██████████ | ██████████ ██████████ |
| Contract Start date | ██████████ | ██████████ | ██████████ |

| | | | |
|--------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------|
| Contract completion date | [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] |
| Estimated contract value | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] |

| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | <p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p> |
| | <p>SUSTAIN Consortium Contract finance</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> |

| | |
|--|--|
| | |
|--|--|

| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.3 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
| | |

| | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
| | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes <input type="checkbox"/> N/A <input type="checkbox"/> x |
| | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation |

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

| | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 8 | Additional Questions |
| 8.1 | Insurance |
| | <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million Yes.</p> <p>Public Liability Insurance = £5Million Yes</p> |

| | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Professional Indemnity Insurance = £2 Million Yes |
| | *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

| | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 8.2 | Skills and Apprentices 4– | |
| a. | <p>Whilst this contract does fall into the remit set out in the link at the foot of this box we are interested to understand your approach to apprenticeships.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p> | Yes <input type="checkbox"/> |
| b. | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes <input type="checkbox"/> |
| c. | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes <input type="checkbox"/> <input type="checkbox"/> |

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

| | | |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | <input type="checkbox"/> No |
| 2. | <p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> | <input type="checkbox"/> No |

| | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|

8.4 – Environmental Management

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | <input type="checkbox"/> No |
| 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | <input type="checkbox"/> Yes |

8.5 – Health & Safety

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | <input type="checkbox"/> Yes |
| 2. | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | <input type="checkbox"/> No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes |

8.6 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

| | |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <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><i>“West Mercia Consortium Inter Agency Child Protection Procedures”</i></p> <p>http://www.safeguardingshropshireschildren.org.uk/scb/</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| | <p>"West Midlands Adult Safeguarding Policy & Procedures" https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</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> | |
| 1 | <p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p> | <p>Enclosed YES Enclosed YES</p> |
| 2 | <p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p> | |
| 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 http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <div style="background-color: black; width: 300px; height: 40px; margin-bottom: 5px;"></div> <p>Status.....Executive Director (For and on behalf of Shropshire Housing Ltd.....)</p> <p>Date16/01/2017.....</p> | |

8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below



SECTION C – TENDER SCHEDULE – Lot AMCV 217

| | Tender Schedule for Lot AMCV 217 – North East Shropshire Floating Support | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| | <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses. Where your response relies on contributions from other organisations you should describe how this would work.</p> <p>Please ensure that your responses are tailored to the particular area in which the Service covered in this Lot is to be delivered.</p> | |
| | <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with 'Crisis' support requirements <p>(Maximum 1,500 words)</p> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> | <p>40% / 400 marks</p> |

| | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> | |
| | <p>Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the Service and outcomes for Service Users. Please demonstrate how you will use these relationships to complement and coordinate activities, how they will be mutually beneficial and contribute to joint outcomes. Where appropriate you should include reference to joint use of facilities.</p> <p>(Maximum 1,000 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 20% / 200 marks |
| | <p>How will you ensure that the Service is accessible to those people who are most in need? Please make reference to how you will make the Service available to people across a range of tenures.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 10% / 100 marks |
| | <p>How will you ensure service quality and how will you seek continuous improvements to the Service? You should include reference to staff training. You should also describe how involvement of Service Users and the</p> | 10% / 100 marks |


| | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | <p>application of your complaints process contributes to service improvement. Please include case studies where appropriate.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | |
| | <p>Please describe the measures you will take to ensure the continued sustainability of the Service. You should include any developing or innovative ways of generating income including opportunities for increasing/developing income from self-funding Service Users and other sources.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 10% / 100 marks |
| | <p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"> • Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these Jobs, including for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in Education, Employment or Training) • Support for and work with the local voluntary and social enterprise sector to complement outcomes • How your approach will contribute to local people and communities being more resilient and supportive of networks to help people to be more self-reliant and reduce isolation <p>(Maximum 750 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 10% / 100 marks |

| | | |
|--|--|--|
| | | |
|--|--|--|

SECTION C – TENDER SCHEDULE – Lot AMCV 215

| | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | Tender Schedule for Lot AMCV 215 – South West Shropshire Floating Support | |
| | <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses. Where your response relies on contributions from other organisations you should describe how this would work.</p> <p>Please ensure that your responses are tailored to the particular area in which the Service covered in this Lot is to be delivered.</p> | |
| | <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with 'Crisis' support requirements <p>(Maximum 1,500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1. This section in Appendix 1 is the first 1000 words which describe the joint approach</p> | 40% / 400 marks |
| | <p>Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the Service and outcomes for Service Users. Please demonstrate how you will use these relationships to complement and coordinate activities, how they will be mutually beneficial and contribute to joint outcomes. Where appropriate you should include reference to joint use of facilities.</p> <p>(Maximum 1,000 words)</p> | 20% / 200 marks |

[illegible]

| | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| |  | |
| | <p>How will you ensure that the Service is accessible to those people who are most in need? Please make reference to how you will make the Service available to people across a range of tenures.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 10% / 100 marks |
| | <p>How will you ensure service quality and how will you seek continuous improvements to the Service? You should include reference to staff training. You should also describe how involvement of Service Users and the application of your complaints process contributes to service improvement. Please include case studies where appropriate.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | 10% / 100 marks |
| | <p>Please describe the measures you will take to ensure the continued sustainability of the Service. You should include any developing or innovative ways of generating income including opportunities for increasing/developing</p> | 10% / 100 marks |

| | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| | <p>income from self-funding Service Users and other sources.</p> <p>(Maximum 500 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | |
| | <p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"> • Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these Jobs, including for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in Education, Employment or Training) • Support for and work with the local voluntary and social enterprise sector to complement outcomes • How your approach will contribute to local people and communities being more resilient and supportive of networks to help people to be more self-reliant and reduce isolation <p>(Maximum 750 words)</p> <p>Shropshire Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1</p> | <p>10% / 100 marks</p> |



Tender Response Document

**AMCV 223 - FLOATING HOUSING SUPPORT IN SHROPSHIRE
INCORPORATING THE FOLLOWING LOTS:**

- **AOCV 020 – Countywide Acquired Brain Injury & Autism Floating Support**
- **AMCV 208 – Central Shropshire Floating Support**
- **AMCV 211 – North West Shropshire Floating Support**
- **AMCV 217 – North East Shropshire Floating Support**
- **AMCV 215 – South West Shropshire Floating Support**
- **AMCV 213 – South East Shropshire Floating Support**

Name of TENDERING
ORGANISATION
(please insert)

**Shropshire Towns and Rural Housing
(SUSTAIN Lead for the North West and
South East area)**

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking a Provider or Providers to deliver Floating Housing Support services across the county.

Housing Support services are preventative in nature and aim to help vulnerable people to remain in their home as independently as possible or to find and settle into a suitable home of their own.

The primary aims of Housing Support include maximising stability within the home, minimising dependence on welfare benefits and, where applicable, to delay or avoid residential care admissions, A&E admissions and unplanned hospital admissions, support access to education, training and employment and to community based social networks.

The objectives of the Housing Support are to:

- provide flexible, targeted housing-related support through a range of methods including intensive and low-intensity one-to-one support, access to group activities, drop-in sessions plus others determined in consultation with Service Users and partner organisations
- increase Service Users' capacity in decision-making
- be responsive to the changing needs of housing-related support services identified in Shropshire
- provide Crisis Housing Support on a time-limited basis at the direction of Shropshire Council Housing Services and to step down support to Higher-Level or Low-Intensity support or no provision at the appropriate time
- target individual support duration and delivery so that Service Users achieve independence as quickly as they are able
- deliver preventative outcomes and support individual Service Users' achievement

Support will be provided through a mixed model incorporating

- Crisis and time-limited support for a specific purpose, eg imminent risk of homelessness or discharge from hospital or temporary care settings. Shropshire Council will wish to control referrals and closely monitor progress of all clients receiving Crisis support. This will include access to supported accommodation where available.
- Higher-Level support, which is often time-limited, for people whose housing support needs cannot be met by Low-Intensity support described below. This support is typically underpinned by an agreed support plan and will consist of regular, planned support sessions. Wherever possible the length of time a Service User is in receipt of Higher-Level support will be time limited although it is acknowledged that some people may need ongoing support. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed.
- Low-Intensity, occasional support available on an 'ad-hoc' basis designed to maintain people's independence through the knowledge that help and advice is available when needed. The Provider will use its experience and a risk-based approach to determine how and to whom resources are directed. This will include maintenance of support hubs which are accessible to the wider community, partner organisations and community / voluntary groups.

It is intended that people will move between Crisis, Higher-Level and Low-Intensity support as needed and it is the responsibility of the Provider to allocate available resources to ensure that Service Users are prioritised based on their levels of need.

Housing Support Services have been divided into Lots described below. Each Lot will have a fixed annual contract value allocated. Tenderers may bid for one or more Lots in any combination. Bids on behalf of a consortium are welcomed. The contract will be for a one year period with an option to extend for a further one year. The total aggregate fixed contract value is £1,449,587 per annum, equivalent to £2,899,174 if the contracts are extended to their maximum permissible length.

Lots available through this tender are:

| Lot Reference | Lot Name | Fixed Annual Contract Value |
|---------------|--------------------------------------------------------------|-----------------------------|
| AMCV 208 | Central Shropshire Floating Support | £527,919 |
| AMCV 217 | North East Shropshire Floating Support | £221,417 |
| AMCV 211 | North West Shropshire Floating Support | £221,417 |
| AMCV 213 | South East Shropshire Floating Support | £221,417 |
| AMCV 215 | South West Shropshire Floating Support | £221,417 |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | £36,000 |

Lots AMCV 208, AMCV 217, AMCV 211, AMCV 213 and AMCV 215 will incorporate a requirement to work with a range of vulnerable people including older people, people at risk of homelessness including 16 and 17 year olds, people with mental health problems, people with learning disabilities, people at risk of reoffending and people with substance misuse problems. Lot AOCV 020 will specialise in housing support for people with an Acquired Brain Injury or who have Autism.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. Tenderers only need to complete Sections A & B once, even if you are bidding for multiple Lots. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. **Tenderers must indicate which Lots they are bidding for using the table on page 7 and must complete one Section C for each Lot they are bidding for.**
3. 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.

4. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). 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.
5. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

| Section | Description | Page |
|--------------------------------------------------------------|---------------------------------------------------------------------------|-------------|
| A1 | Form of Tender | 7 |
| A2 | Non-Canvassing Certificate | 8 |
| A3 | Non-Collusive Tendering Certificate | 9 |
| A4 | Declaration of Connection with Officers or Elected Members of the Council | 10 |
| You must sign all 4 certificates in sections A1 to A4 | | |
| B Part 1 | Supplier Information– For information only | 13 |
| B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion | 17 |
| B Part 2 Section 3 | Grounds for Discretionary Exclusion | 19 |
| Section C | Tender Schedule | 27 |

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following 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 (Sections B Part 1 – Part 3)

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

| Section / Question No. | Selection Criteria |
|----------------------------|--------------------------------------------|
| Section B Part 1 | Supplier Information– For information only |
| Section B Part 2 Section 2 | Grounds for <u>Mandatory</u> Exclusion |
| Section B Part 3 Section 3 | Grounds for Discretionary Exclusion |

In relation to discretionary exclusion grounds (section B part 3):-

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.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

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

| Section / Question No. | Award Criteria | Weighting / Max Marks Available |
|----------------------------------|---------------------------------|----------------------------------------|
| Quality 100% (1000 marks) | | |
| Section C / Q 1 | Proposal for Service Delivery | 40% / 400 max marks |
| Section C / Q 2 | Partnerships | 20% / 200 max marks |
| Section C / Q 3 | Service Accessibility | 10% / 100 max marks |
| Section C / Q 4 | Service Quality and Improvement | 10% / 100 max marks |
| Section C / Q 5 | Service Sustainability | 10% / 100 max marks |
| Section C / Q 6 | Social Value proposals | 10% / 100 max marks |
| Total for quality | | 100% / 1,000 max marks |

Quality Questions/ Scoring Scheme

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

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

| | | |
|-----------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Good | 8 | <i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i> |
| | 7 | |
| Acceptable | 6 | <i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i> |
| | 5 | |
| Minor Reservations | 4 | <i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i> |
| | 3 | |
| Serious Reservations | 2 | <i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i> |
| | 1 | |
| Unacceptable | 0 | <i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i> |

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

For each individual lot the tender receiving the highest mark for Quality Criteria overall will be awarded the contract.

Tender Lots

The following table lists all the Lots available to bid for under this tender. Please indicate which Lot(s) you intend to tender for by placing a 'X' in the relevant box. You may tender for one or more Lot in any combination. Each Lot will be evaluated independently and separately to any other Lot(s) you may have submitted a tender for. It is important that you fully complete a Section C Tender Schedule for each Lot you intend to tender for.

| Lot Reference | Lot Name | Mark with an X if submitting a tender |
|----------------------|--------------------------------------------------|----------------------------------------------|
| AMCV 207 | Central Shropshire Older People Floating Support | |
| AMCV 208 | Central Shropshire Floating Support | |
| AMCV 217 | North East Shropshire Floating Support | |
| AMCV 211 | North West Shropshire Floating Support | x |

| | | |
|----------|--------------------------------------------------------------|---|
| AMCV 213 | South East Shropshire Floating Support | x |
| AMCV 215 | South West Shropshire Floating Support | |
| AOCV 020 | Countywide Acquired Brain Injury and Autism Floating Support | |

Section A:

1. Form of Tender

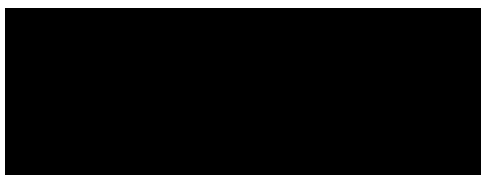
Form of Tender

Shropshire Council

Tender for Housing Support Services

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 Housing Support services 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



ame



Date ...16/1/2017.....

Designation ...Managing Director.....

Company...Shropshire Towns and Rural
Housing.....

Address ...Spruce House, Sitka Drive, Shrewsbury, Shropshire

.....

..... Post Code SY2 6LG

Tel No 01743 210201.....

Fax No

E-mail address

Sue Adams@southshropshire.gov.uk

2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (
 Director

us: Managing

Signed (..... Status: Director of
finance and resources

(For and on behalf of Shropshire Towns and Rural Housing
.....)

Date ...16.1.2017.....

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) _____ atus:
Director...

Signed (2) _____ Status : Director of finance
and resources.....

(For and on behalf of ...
Shropshire Towns and Rural
Housing.....16.1.2017.....)

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

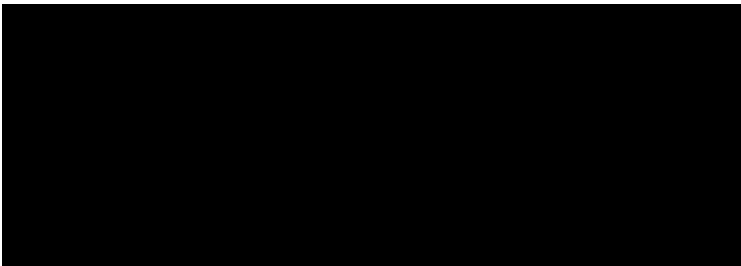
Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

| Name | Relationship |
|------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

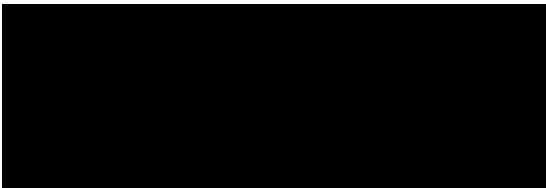
Please note:
This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration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



.....
tatus.....Managing Director.....

Signed (2)

Status.....Director of finance and resources



(For and on behalf of ...Shropshire Towns and Rural Housing
.....)

Date ...16.1.2017.....

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for). For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures, consortia and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors. (Please note – if Part 3 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration. (Please note – if Part 1 and Part 2 declaration has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
6. All sub-contractors are required to complete Part 1 and Part 2¹. (Please note – if Part 1 and Part 2 information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already supplied information for).
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| Section 1 | Potential supplier information | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information | Shropshire Towns and Rural Housing |
| 1.1(b) – (i) | Registered office address (if applicable) | Spruce House Sitka Drive, Shrewsbury Shropshire SY2 6LG |
| 1.1(b) – (ii) | Registered website address (if applicable) | www.starhousing.org.uk |
| 1.1(c) | Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) | b) limited company |
| 1.1(d) | Date of registration in country of origin | April 2013 – became an ALMO-United Kingdom |
| 1.1(e) | Company registration number (if applicable) | registered number 08289137 |
| 1.1(f) | Charity registration number (if applicable) | n/a |
| 1.1(g) | Head office DUNS number (if applicable) | n/a |
| 1.1(h) | Registered VAT number | 156 8202 08 |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | N/A x |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). | |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are | No x <input type="checkbox"/> |

| | | |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| | established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement. | Shropshire Towns and Rural Housing – Part of the SUSTAIN consortium. |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual | |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME) ₂ ? | Yes x |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable) | [REDACTED] |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) | n/a |

| | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| | (Please enter N/A if not applicable) | |
| 1.1(p) | Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) | n/a |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

| | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 1 | Bidding Model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes x No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | Sustain Consortium |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | See attached consortia agreement (appendix 2) |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes x |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. If this information has already been supplied by any of the organisations you will be relying on in connection with a bid for one or more of the other Lots associated with this tender then we will not ask them to supply this again. If this is the case you should state which lots they have already | |

| supplied information for. | | | | | |
|------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|--|--|--|
| Name | [REDACTED] | [REDACTED] | | | |
| Registered address | [REDACTED] | [REDACTED] | | | |
| Trading status | [REDACTED] | [REDACTED] | | | |
| Company registration number | 06498194 Charity Registration 1124644 | 06761385 Charity Registration 1129187 | | | |
| Head Office DUNS number (if applicable) | n/a | n/a | | | |
| Registered VAT number | n/a | n/a | | | |
| Type of organisation | VCSA | Charity | | | |
| SME (Yes/No) | Yes | Yes | | | |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables | [REDACTED] | [REDACTED] ce | | | |
| The approximate contractual obligations assigned to each sub-contractor | [REDACTED] | [REDACTED] | | | |

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

| | | |
|-----------------|---------------------------------|------------|
| Section 1 | Contact details and declaration | |
| Question Number | Question | Response |
| 1.3(a) | Contact name | [REDACTED] |

| | | |
|--------|--------------------------------------|------------------------------------------------------------|
| 1.3(b) | Name of organisation | Shropshire Towns and Rural Housing |
| 1.3(c) | Role in organisation | Senior Community Support Services Officer |
| 1.3(d) | Phone number | 07582 003971 |
| 1.3(e) | E-mail address | |
| 1.3(f) | Postal address | Spruce House, Sitka Drive, Shrewsbury, Shropshire, SY2 6LG |
| 1.3(g) | Signature (electronic is acceptable) | |
| 1.3(h) | Date | 16/1/2017 |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| | | |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | <p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p> | |
| | Participation in a criminal organisation. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Corruption. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Fraud. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Terrorist offences or offences linked to terrorist activities | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Money laundering or terrorist financing | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Child labour and other forms of trafficking in human beings | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the | |

| | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| | grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2.3(a) | Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

| | | |
|-----------------|-------------------------------------|----------|
| Section 3 | Grounds for discretionary exclusion | |
| Question number | Question | Response |

| | | |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| | Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(b) | Breach of social obligations? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(c) | Breach of labour law obligations? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(j) | Please answer the following statements | |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification | Yes <input type="checkbox"/> |

| | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 3.1(j) - (ii) | of the absence of grounds for exclusion or the fulfilment of the selection criteria. The organisation has withheld such information. | No x If yes please provide details at 3.2 Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes <input type="checkbox"/> No x If yes please provide details at 3.2 |

| | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Part 3: Selection Questions

| Section 4 | Economic and Financial Standing | |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Question number | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box. | Yes x No <input type="checkbox"/> |
| | (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes x No <input type="checkbox"/> |
| | (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes x No <input type="checkbox"/> |
| | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by | Yes x No <input type="checkbox"/> |

| | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| | the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | Yes x No <input type="checkbox"/> |

| | | |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | | |
| Relationship to the Supplier completing these questions | | |

| | | |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| | |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 6 | Technical and Professional Ability |
| 6.1 | <p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include examples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> |

| | |
|--|-------------------------------------------------|
| | If you cannot provide examples see question 6.3 |
|--|-------------------------------------------------|

| | | | |
|--------------------------------------|--|--|--|
| | | | |
| Name of customer organisation | | | |
| Point of contact in the organisation | | | |
| Position in the organisation | | | |
| E-mail address | | | |
| Description of contract | | | |
| Contract Start date | | | |
| Contract completion date | | | |
| Estimated contract value | | | |

| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | <p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p> |
| | <p>SUSTAIN Consortium Contract finance</p> <p></p> <p></p> <p></p> <p></p> |

| | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 700px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 150px;"></div> <div style="background-color: black; height: 15px; width: 690px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 675px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 150px;"></div> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.3 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
| | |

| | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
| | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | N/A <input type="checkbox"/> |
| | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation |

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

| | | |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Section 8 | Additional Questions | |
| 8.1 | Insurance | |
| | <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million - Yes</p> <p>Public Liability Insurance = £5Million - Yes</p> <p>Professional Indemnity Insurance = £2 Million - Yes</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p> | |
| 8.2 | Skills and Apprentices 4– | |
| a. | <p>Whilst this contract does fall into the remit set out in the link at the foot of this box we are interested to understand your approach to apprenticeships.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p> | Yes <input type="checkbox"/> |
| b. | <p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?</p> | Yes <input type="checkbox"/> |
| c. | <p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?</p> | Yes <input type="checkbox"/> |

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

| | | |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | x No |
| 2. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights | |

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| | <p>Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> | x No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | x Yes |

8.4 – Environmental Management

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. | <p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p> | x No |
| 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | x Yes |

8.5 – Health & Safety

| | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | x Yes |
| 2. | <p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of</p> | x No |

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| | enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | x Yes |

8.6 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

| | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <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> <i>"West Mercia Consortium Inter Agency Child Protection Procedures"</i> http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p><i>"West Midlands Adult Safeguarding Policy & Procedures"</i> https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</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> | |
| 1 | Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults? | YES YES |
| 2 | For information: our requests for references will include a question relating to your organisation's record for safeguarding. | |
| 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 http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <div style="background-color: black; width: 400px; height: 30px; margin: 10px 0;"></div> <p>..... Status...Managing Director.....For and on behalf of ...Shropshire Towns and Rural Housing.....)</p> <p>Date ...16.1.2017.....</p> | |

8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing

during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below



SECTION C – TENDER SCHEDULE – Lot AMCV 211

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <p>Tender Schedule for Lot AMCV 211 – North West Shropshire Floating Support</p> | |
| <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses. Where your response relies on contributions from other organisations you should describe how this would work.</p> <p>Please ensure that your responses are tailored to the particular area in which the Service covered in this Lot is to be delivered.</p> | |
| <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with ‘Crisis’ support requirements <p>(Maximum 1,500 words)</p> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 15px;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 25%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> | <p>40% / 400 marks</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>Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the Service and outcomes for Service Users. Please demonstrate how you will use these relationships to complement and coordinate activities, how they will be mutually beneficial and contribute to joint outcomes. Where appropriate you should include reference to joint use of facilities.</p> <p>(Maximum 1,000 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 20% / 200 marks |
| | <p>How will you ensure that the Service is accessible to those people who are most in need? Please make reference to how you will make the Service available to people across a range of tenures.</p> <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>How will you ensure service quality and how will you seek continuous improvements to the Service? You should include reference to staff training. You should also describe how involvement of Service Users and the</p> | 10% / 100 marks |

| | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | <p>application of your complaints process contributes to service improvement. Please include case studies where appropriate.</p> <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | |
| | <p>Please describe the measures you will take to ensure the continued sustainability of the Service. You should include any developing or innovative ways of generating income including opportunities for increasing/developing income from self-funding Service Users and other sources.</p> <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"> • Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these Jobs, including for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in Education, Employment or Training) • Support for and work with the local voluntary and social enterprise sector to complement outcomes • How your approach will contribute to local people and communities being more resilient and supportive of networks to help people to be more self-reliant and reduce isolation <p>(Maximum 750 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |

SECTION C – TENDER SCHEDULE – Lot AMCV 213

| | | |
|--|----------------------------------------------------------------------------------|--|
| | Tender Schedule for Lot AMCV 213 – South East Shropshire Floating Support | |
|--|----------------------------------------------------------------------------------|--|

| | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| | <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses. Where your response relies on contributions from other organisations you should describe how this would work.</p> <p>Please ensure that your responses are tailored to the particular area in which the Service covered in this Lot is to be delivered.</p> | |
| | <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with 'Crisis' support requirements <p>(Maximum 1,500 words)</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Describe your approach to delivery of the service as described in the Service Specification. Your response should make reference to the outcomes described in Section 3.1 of the Service Specification and should also include a description of:</p> <ul style="list-style-type: none"> • your staffing structure; • allocation of support; • how you will ensure that support is available across the geographical area of the Service, including how you will deal with support requirements on the boundaries of this area; • how you envisage working with Shropshire Council Housing Services to deal with 'Crisis' support requirements <p>(Maximum 1,500 words)</p> <div style="background-color: black; height: 15px; width: 100%; margin-top: 10px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-top: 5px;"></div> <div style="background-color: black; height: 15px; width: 20%; margin-top: 5px;"></div> <div style="background-color: black; height: 15px; width: 80%; margin-top: 20px;"></div> <div style="background-color: black; height: 15px; width: 50%; margin-top: 5px;"></div> <div style="background-color: black; height: 15px; width: 70%; margin-top: 20px;"></div> <div style="background-color: black; height: 15px; width: 75%; margin-top: 5px;"></div> <div style="background-color: black; height: 15px; width: 85%; margin-top: 20px;"></div> </div> | <p>40% / 400 marks</p> |

[illegible]

| | | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> | |
| | <p>Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the Service and outcomes for Service Users. Please demonstrate how you will use these relationships to complement and coordinate activities, how they will be mutually beneficial and contribute to joint outcomes. Where appropriate you should include reference to joint use of facilities.</p> <p>(Maximum 1,000 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 20% / 200 marks |
| | <p>How will you ensure that the Service is accessible to those people who are most in need? Please make reference to how you will make the Service available to people across a range of tenures.</p> <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>How will you ensure service quality and how will you seek continuous improvements to the Service? You should include reference to staff training. You should also describe how involvement of Service Users and the application of your complaints process contributes to service improvement. Please include case studies where appropriate.</p> | 10% / 100 marks |

| | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| | <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | |
| | <p>Please describe the measures you will take to ensure the continued sustainability of the Service. You should include any developing or innovative ways of generating income including opportunities for increasing/developing income from self-funding Service Users and other sources.</p> <p>(Maximum 500 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |
| | <p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"> • Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these Jobs, including for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in Education, Employment or Training) • Support for and work with the local voluntary and social enterprise sector to complement outcomes • How your approach will contribute to local people and communities being more resilient and supportive of networks to help people to be more self-reliant and reduce isolation <p>(Maximum 750 words)</p> <p>Shropshire Towns and Rural Housing is proposing to deliver the service as part of the SUSTAIN consortium described in Appendix 1.</p> | 10% / 100 marks |



personal & commercial info

[REDACTED]
Supported Housing Manager
Sevenside Housing

By email:
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

16th February 2017

Dear [REDACTED]

**AMCV 208 – Central Shropshire Floating Support
SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT**

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 26th February 2017.

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 after the expiry of the standstill period.

This award notification is subject to receipt of a completed Part 1 and Part 2 of the Standard Selection Questionnaire in the Tender Response Document from Trident Reach. All parties relied on to deliver the contract must complete and sign this declaration.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

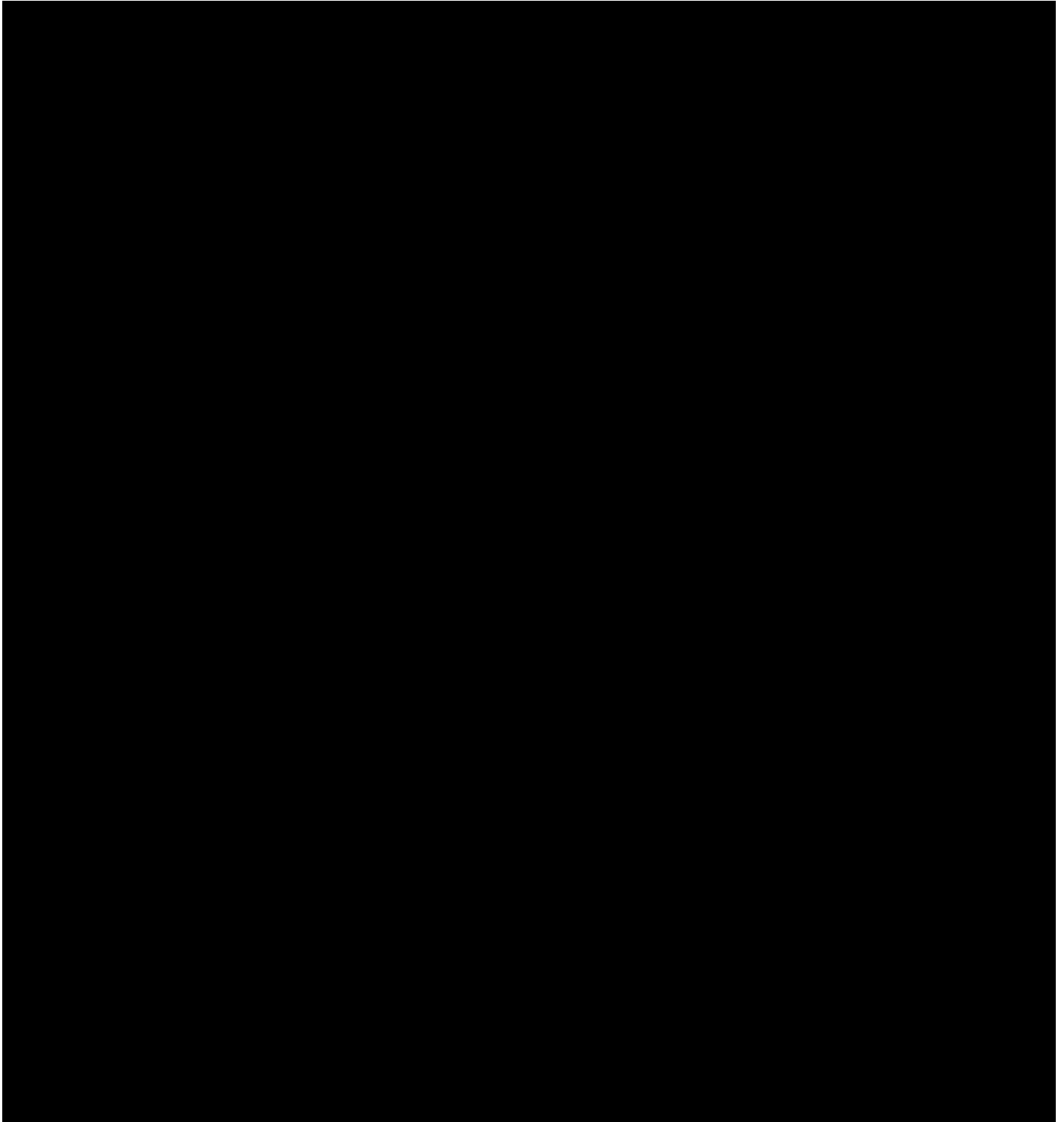
1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have been no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

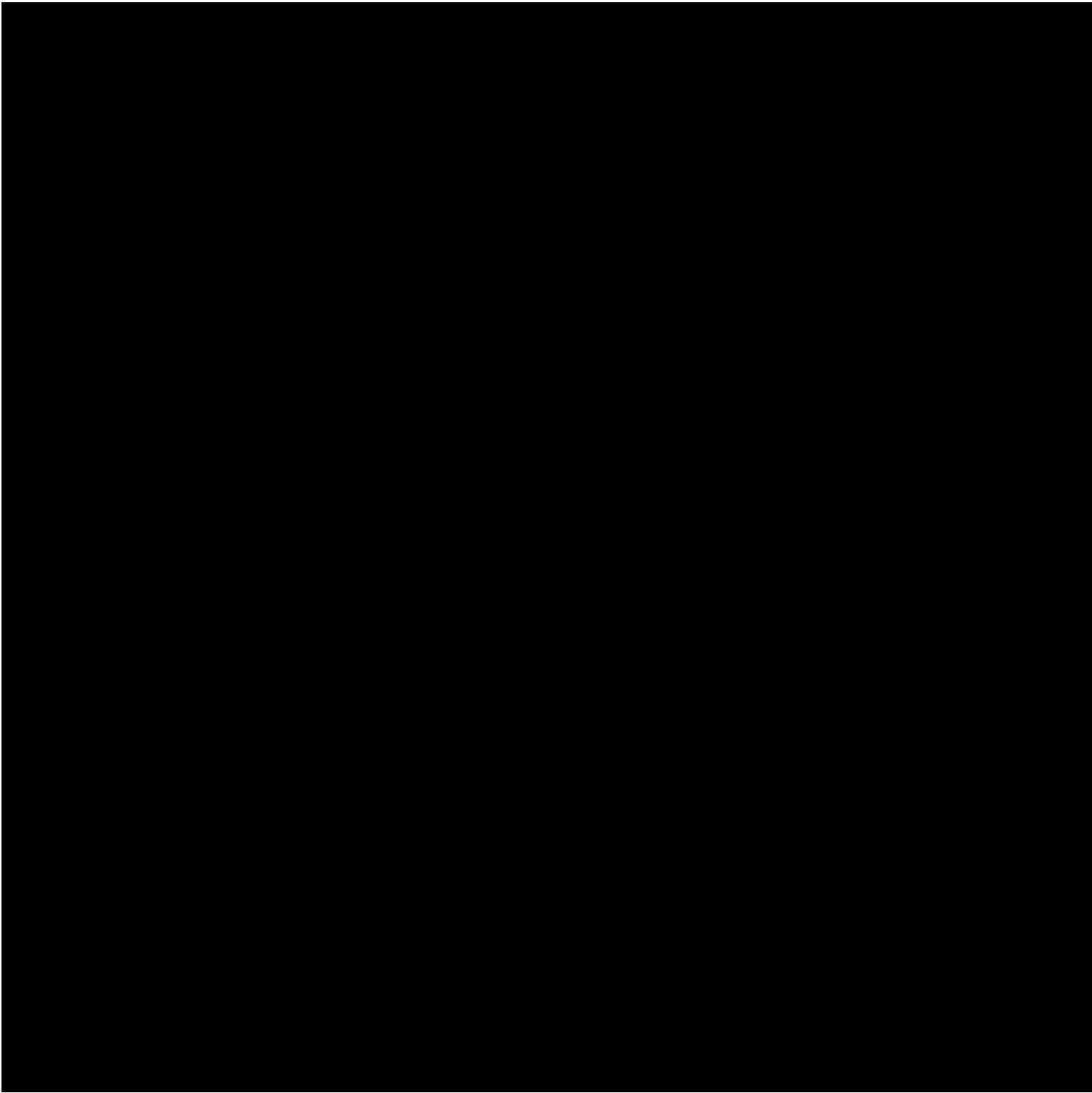
| Criteria | Your Weighted Score | Your Rank (out of all 1 tenders received) |
|----------|---------------------|-------------------------------------------|
| Quality | [REDACTED] | [REDACTED] |

commercial info

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out in the following table. We have also included some commentary to the marks:

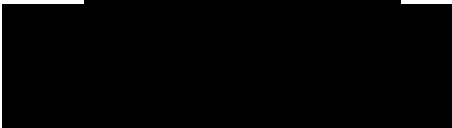


commercial & personal info



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

Yours sincerely



Commissioning Development Manager
Email: [Redacted]



personal & commercial info

[REDACTED]
Head of Supported Housing
Shropshire Housing Ltd

By email:
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

16th February 2017

Dear [REDACTED]

**AMCV 215 – South West Shropshire Floating Support
SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT**

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 26th February 2017.

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 after the expiry of the standstill period.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

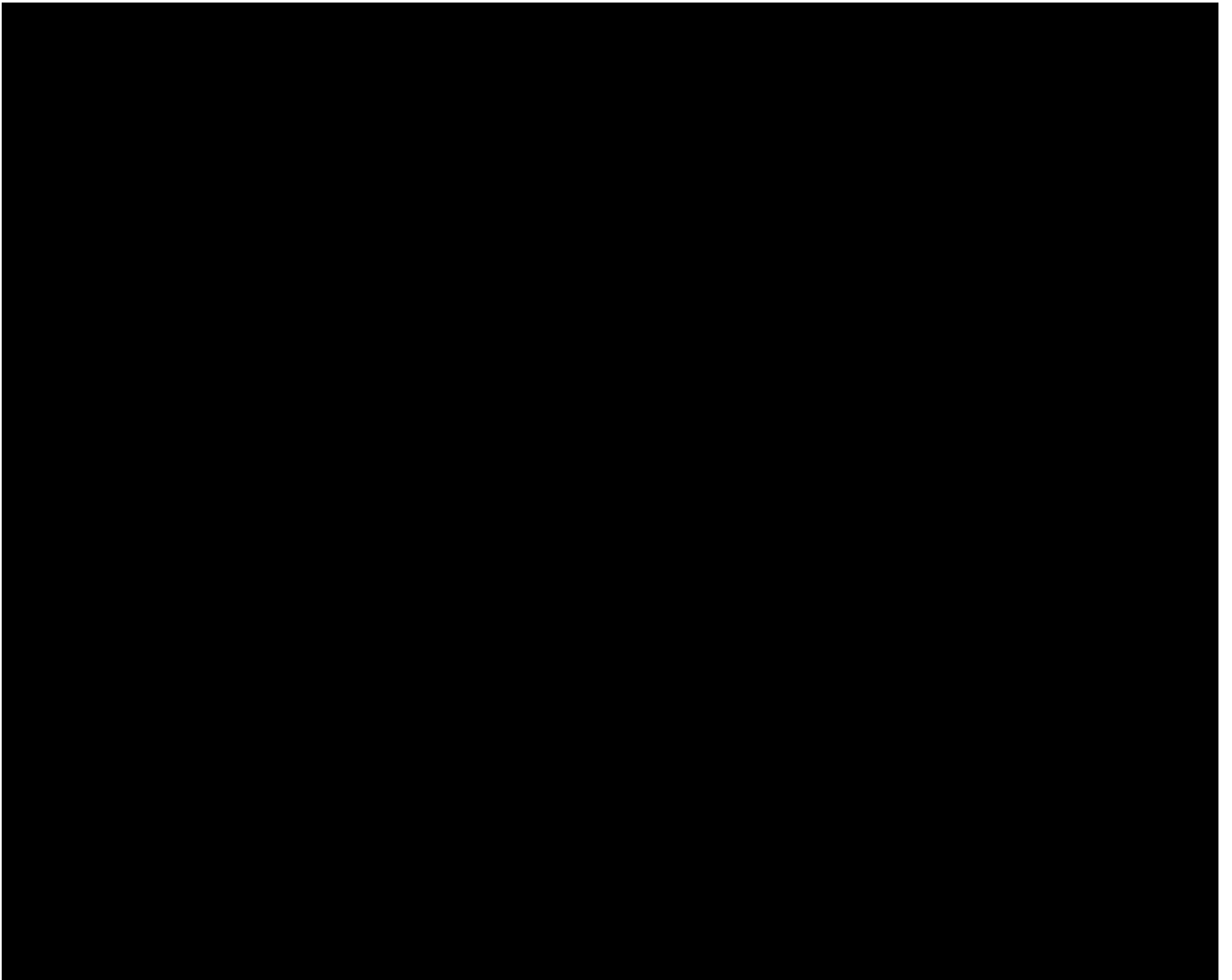
1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have been no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

| Criteria | Your Weighted Score | Your Rank (out of all 1 tenders received) |
|----------|---------------------|-------------------------------------------|
| Quality | [REDACTED] | [REDACTED] |

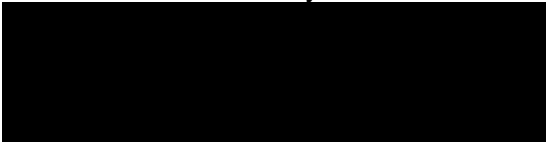
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out in the following table. We have also included some commentary to the marks:

commercial & personal info



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

Yours sincerely



Commissioning Development Manager

Email: 



personal info

[REDACTED]
Head of Supported Housing
Shropshire Housing Ltd

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

16th February 2017

Dear [REDACTED]

**AMCV 217 – North East Shropshire Floating Support
SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT**

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 26th February 2017.

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 after the expiry of the standstill period.

This award notification is subject to receipt of a completed Part 1 and Part 2 of the Standard Selection Questionnaire in the Tender Response Document from Trident Reach and from Shropshire Rural Housing. All parties relied on to deliver the contract must complete and sign this declaration.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have been no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

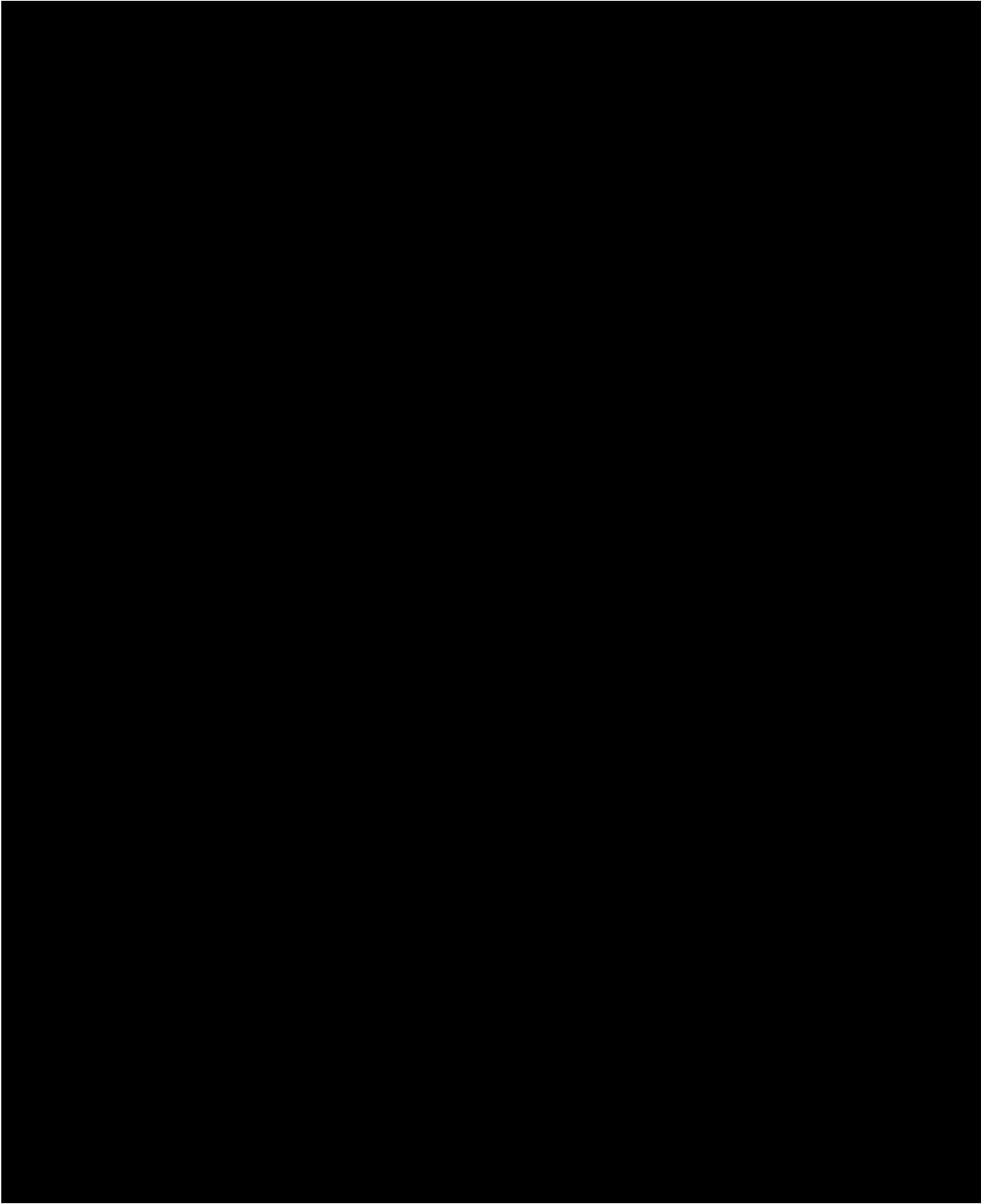
We can confirm that your tender received the following scores and ranking:-

commercial info

| Criteria | Your Weighted Score | Your Rank (out of all 2 tenders received) |
|----------|---------------------|-------------------------------------------|
| Quality | | |

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out in the following table. We have also included some commentary to the marks:


commercial info



personal info

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

Yours sincerely

A large black rectangular redaction box covering the signature of the sender.

Commissioning Development Manager

A black rectangular redaction box covering the contact information of the sender.



personal & commercial info

[REDACTED]
Managing Director
Shropshire Towns and Rural Housing

By email:
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

16th February 2017

Dear Sue

AMCV 211 – North West Shropshire Floating Support
SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 26th February 2017.

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 after the expiry of the standstill period.

This award notification is subject to receipt of a completed Part 1 and Part 2 of the Standard Selection Questionnaire in the Tender Response Document from Trident Reach. All parties relied on to deliver the contract must complete and sign this declaration.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

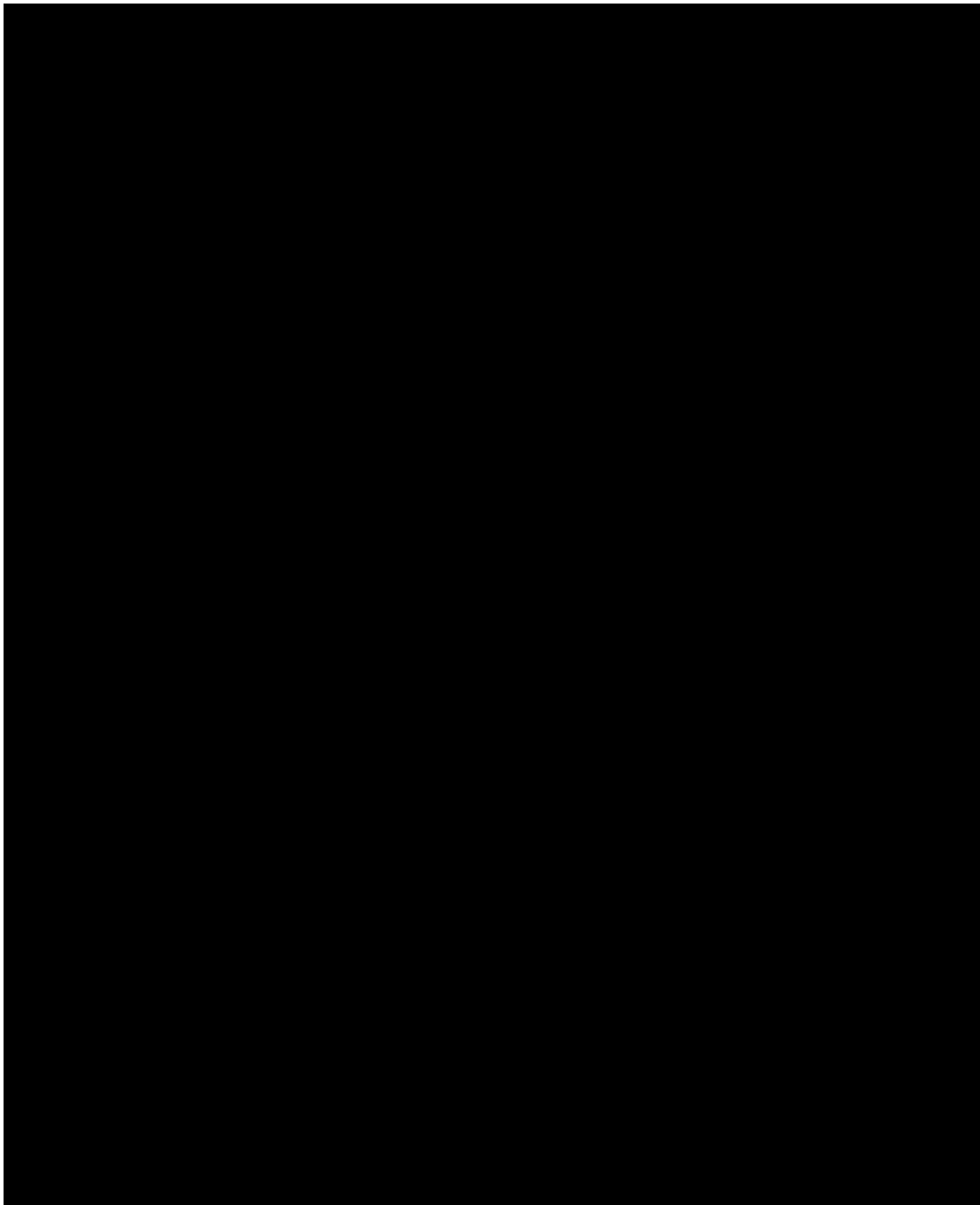
1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have been no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

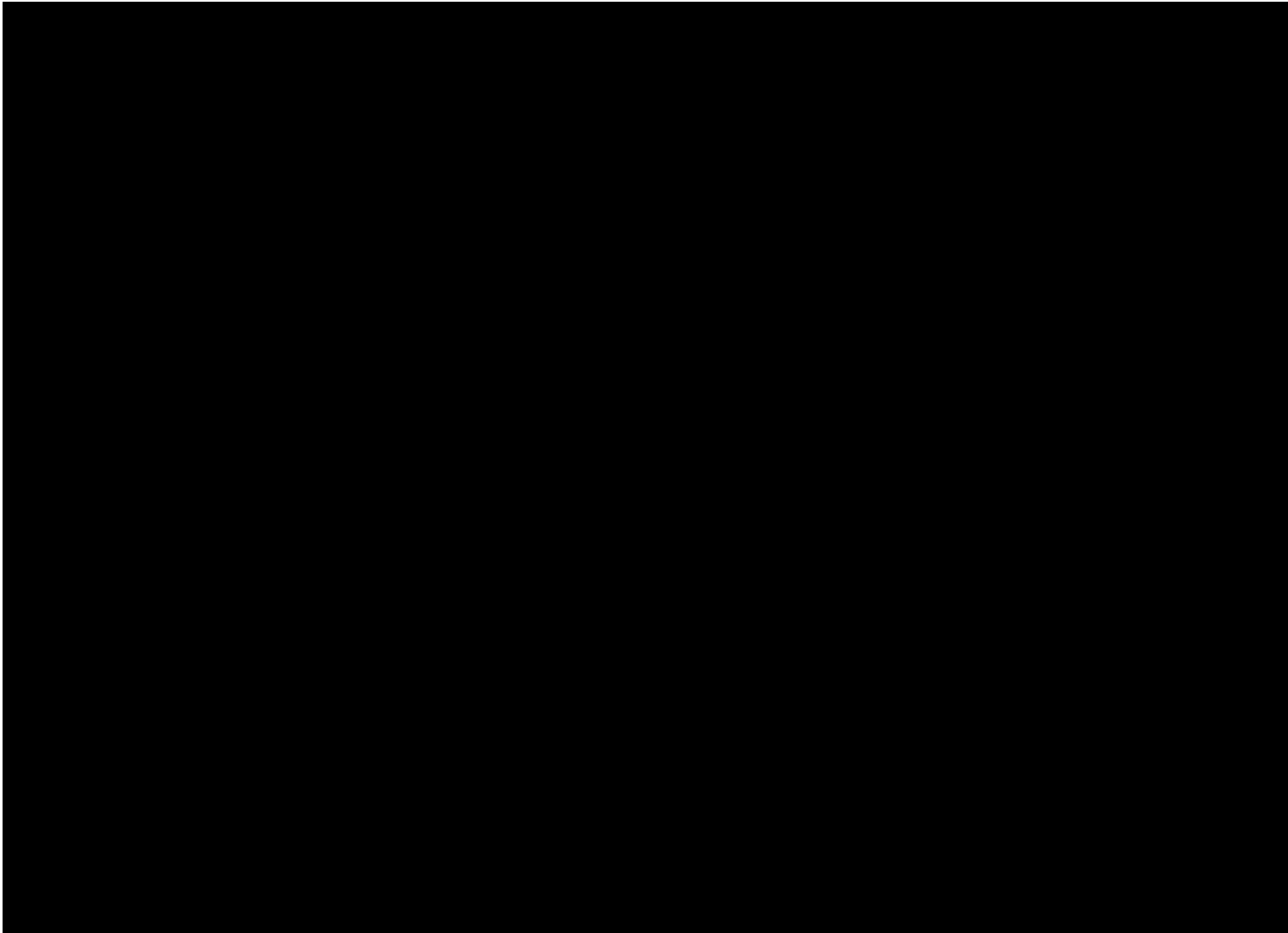
| Criteria | Your Weighted Score | Your Rank (out of all 1 tenders received) |
|----------|---------------------|----------------------------------------------------|
| Quality | [REDACTED] | [REDACTED] |

commercial i nfo

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out in the following table. We have also included some commentary to the marks:



commercial & personal info



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

Yours sincerely



t Manager





personal & commercial info

██████████
Managing Director
Shropshire Towns and Rural Housing

By email:
██████████

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

16th February 2017

Dear ██████████

AMCV 213 – South East Shropshire Floating Support
SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 26th February 2017.

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 after the expiry of the standstill period.

This award notification is subject to receipt of a completed Part 1 and Part 2 of the Standard Selection Questionnaire in the Tender Response Document from Trident Reach. All parties relied on to deliver the contract must complete and sign this declaration.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

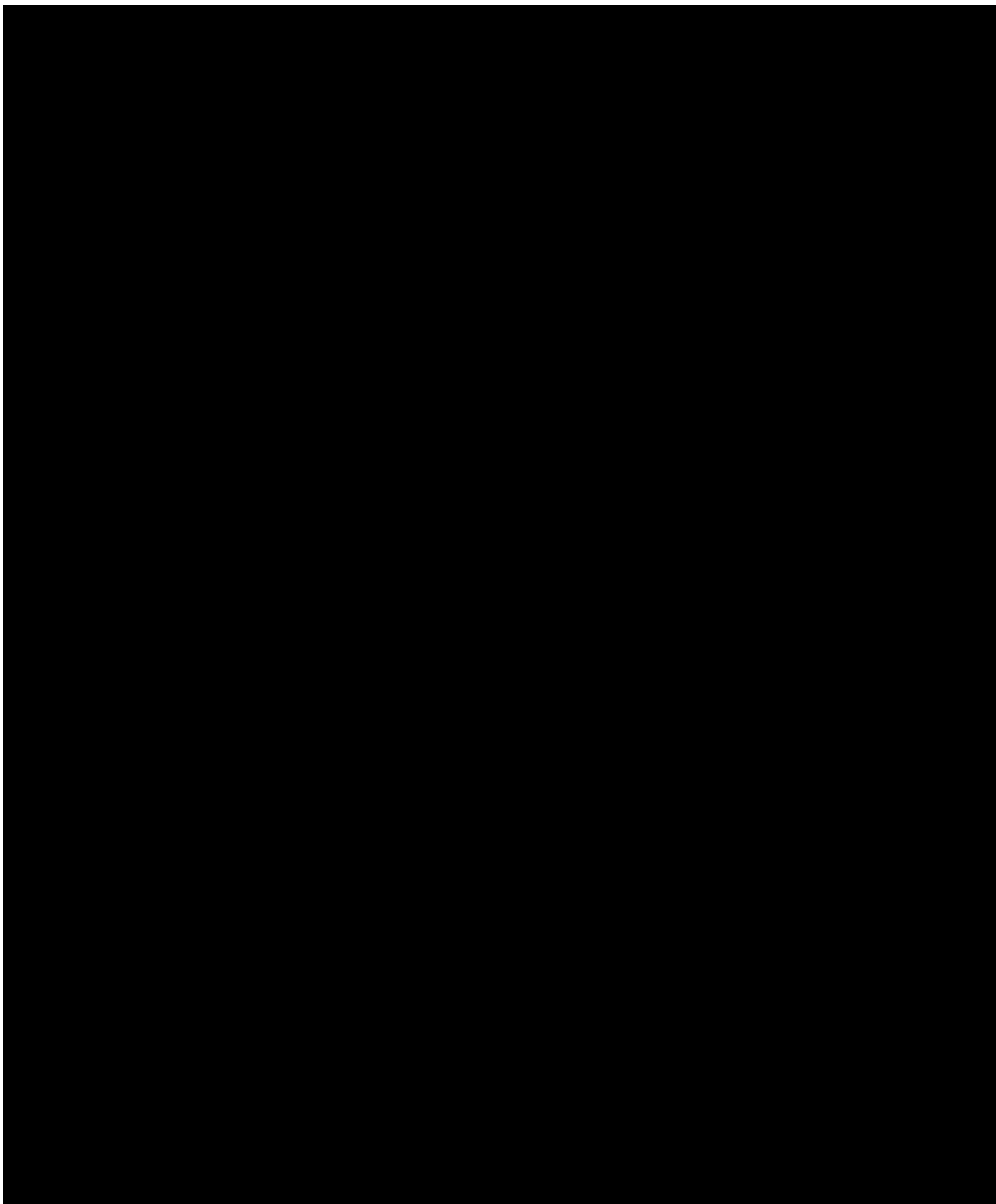
1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have been no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

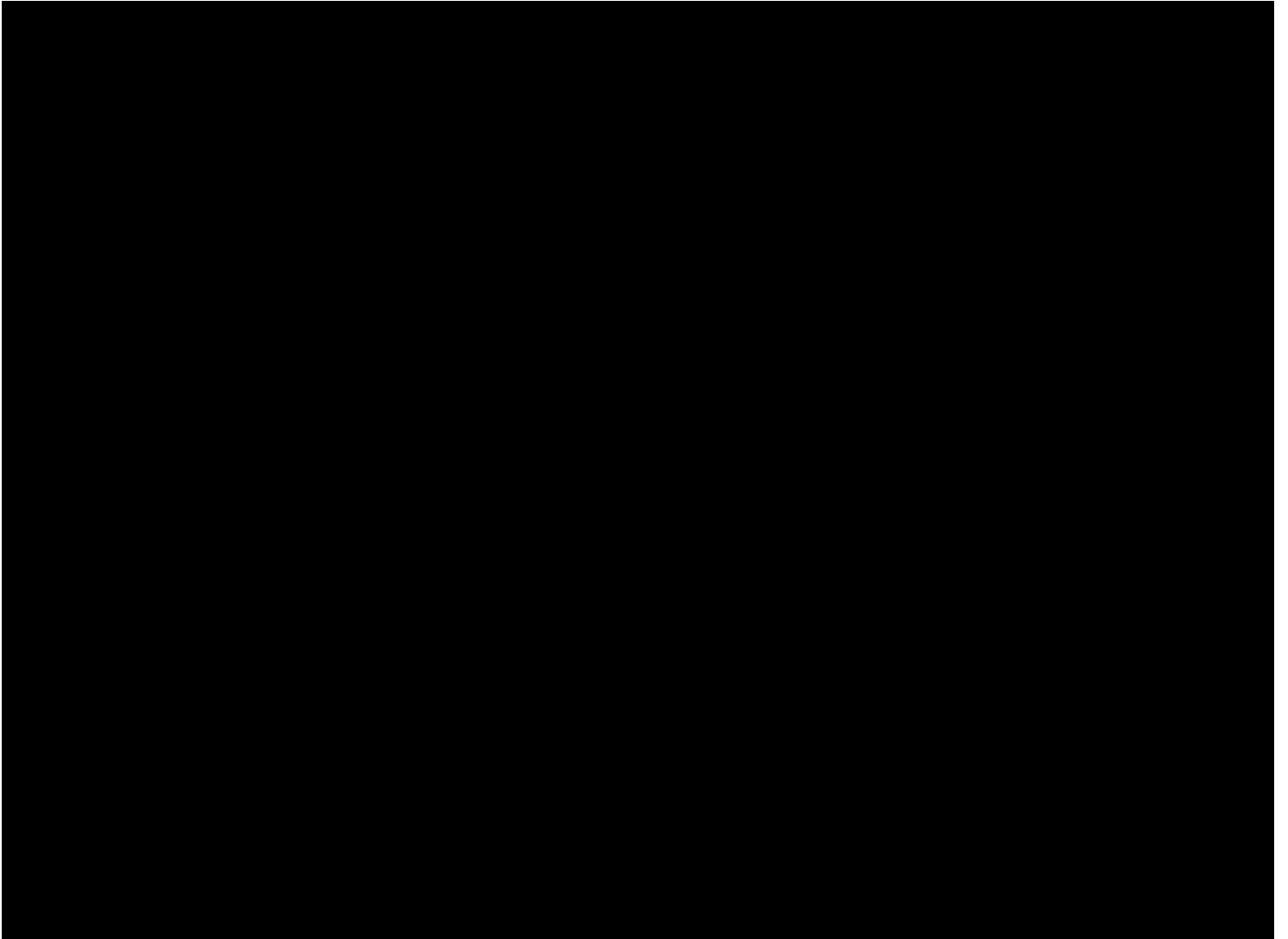
| Criteria | Your Weighted Score | Your Rank (out of all 1 tenders received) |
|----------|---------------------|----------------------------------------------------|
| Quality | ██████████ | ██████████ |

commercial info

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out in the following table. We have also included some commentary to the marks:



commercial & personal info



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

Yours sincerely



Commissioning Development Manager

