

## GB-Shrewsbury: CMCV 024 - Autism Support (Children's Services)

### Competitive Contract Notice

1. Title: GB-Shrewsbury: CMCV 024 - Autism Support (Children's Services)
2. Awarding Authority:  
Shropshire Council  
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom  
Tel. +44 1743252992, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)  
Contact: [REDACTED] - Procurement Manager, Attn: Procurement Team
3. Contract Type: Services  
Sub Type: Health and social services.

4. Description: Social work and related services. Early Help, preventative support for families with children (0-18th birthday) who present autistic / ADHD traits

Provides information, advice and support to individuals and groups of children, parents and SEND professionals.

#### Outcomes:

- Children and young people have improved understanding of their condition, develop better self- management skills and are better prepared for adulthood.
- Parents and carers have improved understanding of the condition and develop better parenting skills and more resilience and confidence.
- Professional and VCS workers who support such children and young people have improved understanding of the condition and develop better support skills.

Contracts start on 1 July 2017

Contracts end on 31 March 2019

Initial contract period: 1 year and 9 months

Optional extension period of 2 years.

#### 5. CPV Codes:

85300000 - Social work and related services.

#### 6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: CMCV 024

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 14/03/2017 12:00:00

11. Address to which they must be sent:

Shropshire Council

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

Tel. +44 1743252992, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: [REDACTED] - Procurement Manager, Attn: Procurement Team

#### 12. Other Information:

Other 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-GB-Shrewsbury:-CMCV-024---Autism-Support-%28Children%27s-Services%29/H48WZ33H79>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/H48WZ33H79>  
TKR-2017123-PRO-9442065  
Suitable for VCO: Yes  
Procedure Type:OPEN  
Period of Work Start date: 01/07/2017  
Period of Work End date: 31/03/2019  
Is this a Framework Agreement?: no

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personal info



12 April 2017

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: [REDACTED]

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

CMCV 024

Dear Bidder

### **CMCV 024 – AUTISM SUPPORT (CHILDREN'S SERVICES)**

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

1. Instructions to Tenderers
2. Shropshire Council Terms and Conditions for Children's Services
3. Tender Response Document
4. Invitation to Tender Document ( including Specification)
5. TUPE Confidentiality Letter

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

#### Returning of Tenders

- The deadline for returning tenders is **noon on, 14<sup>th</sup> March 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**

personal info

### Freedom of Information

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

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

### Other Details

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

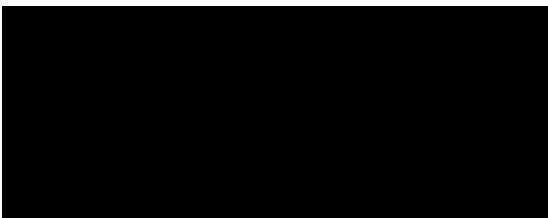
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

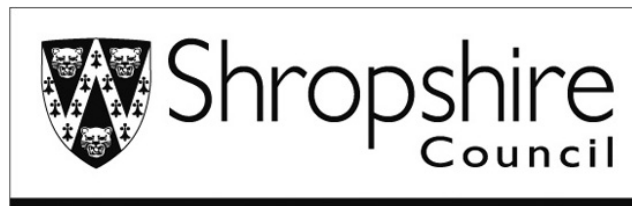
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your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

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

Yours faithfully



Procurement Manager  
Commissioning & Procurement  
[procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)  
Tel: 01743 252993  
Enc



# **Invitation to Tender**

Deadline for submission

12 noon – 14 March 2017

## **CMCV 024 Autism Support (Children's Services)**

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## **1 Context**

### **1.1 Local context**

Shropshire is a predominantly rural county covering an area of 1235 square miles and including five market towns. Shrewsbury is the largest town and is located in the centre of the county.

The Shropshire area is covered by one local authority, Shropshire Council (SC), and one Clinical Commissioning Group (CCG), Shropshire CCG.

An estimated 59,800 children (0-17 year olds) live in Shropshire, representing 19% of the total population. (Source: ONS midyear estimate 2015)

The Joint Strategic Needs Assessment (JSNA) tells us that overall Shropshire is a fairly affluent county with relatively low levels of childhood poverty. Children in Shropshire are more likely to achieve good attainment at school, be healthy and less likely to be in care than in many other areas in England. However, inequalities still exist and children living in the most deprived areas of Shropshire are less likely to achieve good attainment at school and are more likely to be unhealthy. Vulnerable groups of children such as looked after children (LAC) and those with the special educational needs and disability (SEND) are also less likely to be healthy and more likely to have poor attainment at schools. (Source: Shropshire Children, Young People and Families Plan, October 2016)

The majority of families with disabled children live in or near Shrewsbury. Having said that, there are significant numbers who live in smaller towns and rural areas of the county. Access to facilities can pose difficulties for some families.

Autism is a lifelong neurological condition that affects social interaction, communication and interests.

We estimate that the number of 0-24 year olds with autistic traits in Shropshire is around 932. This figure is based on the 2011 UK Census and represents 1.1% of 0-24 year olds.

### **1.2 Legal context**

Children with autistic traits may be considered *disabled*, if they meet the criteria of The Equality Act 2010, i.e. children who are under the age of 18 and have a 'physical or mental impairment', which has a 'substantial and long-term effect' on the ability to carry out normal day-to-day activities.

If this applies then, then children are considered as Children in Need and the council has a "duty to safeguard and promote the welfare of children within in their areas who are in need (Children Act 1989, 2004)".

### **1.3 Our position**

Shropshire Council and Shropshire CCG have jointly commissioned an autism support service for children since 2008. It targets a specific group of children and young people, aged 0-18<sup>th</sup> birthday, with autism related traits, which may or may not lead to a formal diagnosis of autism.

The service is part of the area's Early Help offer. It provides information, advice and guidance to children, parents and professionals, who support children with autistic traits.

The aim of this service is to

- Equip parents and other family members with specific knowledge and skills, so that they can better support the child or young person at home / in the community, which will be of benefit to the family as a whole.
- Equip children and young people with specific knowledge and skills, so that they can become more self-aware and improve their self-management skills.
- Equip professionals with specific knowledge and skills, so that they can provide better services for families. Professionals include social care, health, educational and VCS workers.

Family support can happen in the home and community environment. It can happen in a group environment or with individuals. It therefore complements autism support in educational settings and the outcomes of the neuro-developmental service, commissioned by Shropshire CCG.

The current service supports approximately 500 families and 100 professionals in a year. This suggests that the service reaches about 50% of potential service users.

This service has made a significant impact on families. Parents have reported improved understanding and improved confidence to implement the guidance on how to manage their child's behaviour. This in turn has made a positive difference to family life, making families more resilient.

The current provider is sharing council owned premises for a peppercorn rent. At present, we cannot guarantee that this offer can be continued throughout the future contract period.

#### **1.4 Information about the children currently accessing the service**

- Source of referrals: mostly from health providers, but also significantly from other Early Help provision, education providers and from parents themselves.
- Referrals may come from anywhere in Shropshire.
- The majority of referrals are for boys
- The majority of children attend a mainstream school
- Ages vary from under 5 up to 18.
- Children may be at any point of the autistic spectrum.

#### **1.5 Future demand for this provision**

Demand for this type of support has been high. As autism becomes more widely understood and identification improves, it is reasonable to expect that the demand for autism support will increase over time.

This service will be coordinated with autism support for schools, as well as the support offered by the Neurological Pathway Service and the areas Early Help services.



## 1.6 Local resources relevant to families with disabled children

### Education services

- Two specialist schools (Severndale, Woodlands) & one special provision (TMBSS)
- Two specialist provisions at mainstream schools (Lakelands and Mary Webb)
- Two specialist, non-maintained educational provisions
- Links to a number of out of county specialist, non-maintained provision
- 139 primary schools
- 32 secondary schools
- Autism support for schools – likely to be via Autism Education Trust.

### Health services

- One Shropshire Clinical Commissioning Group (CCG)
- 45 GPs
- One central hospital (Shrewsbury)
- Two community health providers

### Social care services

- One local authority's children services providing safeguarding services and commissioning Short Breaks and Family Support services
- A disabled Children's Team, referring families to Assessed Short Breaks
- Local Offer for SEND service users

### Other services

- Commissioned Information, Advice and Support Service (IASS) for children and young adults aged 0-25, commissioned by Shropshire Council and provided by Citizen Advice Shropshire.
- Independent Support Service: a government-funded scheme providing extra support to young people and parents/carers, commissioned by The Council for Disabled Children and provided by Citizen Advice Shropshire.
- Shropshire Children and Young People Summit is a forum for voluntary community sector representatives who support children and families. We believe that the forum currently represents 40 VCS organisations.
- One DfE supported Parent Carer Forum (PACC)
- Healthwatch Shropshire: health and social care champion for people and local communities in Shropshire, ensuring that everyone gets the best from their health and social care services. The service is commissioned by Shropshire Council.
- COMPASS: Shropshire wide point of contact / hub for Early Help services, staffed by representatives from a range of agencies.

## 1.7 Local strategic context

To be an excellent organisation working with partners to protect the vulnerable, create the conditions for economic growth and support communities to be resilient.

Shropshire Council's Mission Statement 2016

This provision is directly connected to our mission to support communities to be resilient.

It is part of the council's Children's Social Work and Safeguarding service.

It also contributes to the following Shropshire Children's Trust strategic outcomes, namely

*Children living in Shropshire ...*

... are safe and well looked after in a supportive environment
... are resilient with good emotional wellbeing
... are healthy and see health inequalities reduced
... see the achievement gap in education narrowed and young people that are prepared for work

It also links to the draft Shropshire Special Educational Needs and Disability Strategy for Children and Young People aged 0-25, which states that *the council plans to work together with its partners to ...*

... encourage and support all children and young people in Shropshire to be ambitious in their aspirations
... provide extra support for those children, young people and families that might need it to reach their full potential
... develop resilience in children and young people to deal with life situations (In this context this can be extended to include parents and carers)
... address any inequalities with appropriate and innovative solutions
... provide early and preventative support to make sure children and young people are healthy, both physically and emotionally
... build strong and resilient communities that have the right skills to support themselves

## **2 Our commissioning intentions**

### **2.1 Aim**

Our aim is to support families, who might need extra help to be happy, healthy and safe, by providing relevant, timely support to families and building their resilience.

We intend to commission a flexible and reliable, good quality service, which meets the needs of disabled children and their families in all parts of Shropshire, promoting children's independence and preparation for adulthood.

Our commissioning intentions are informed by our aim, legal duties, information about local needs, demand, resources, the views of families, our strategic priorities and anticipation of future developments.

We want to commission an autism support service, which

- 2.2 Builds on what is working well
- 2.3 Is fit for the future
- 2.4 Incorporates relevant aspects associated with the Children and Families Act 2014
- 2.5 Secures wider social, economic and environmental benefits for our area.

### **2.2 Builds on what is working well**

These following aspects are strengths in the existing provision. They remain important to us and to families and will be required in future day-to-day delivery.

- Provision is tailored to meet children's and parent's needs, has high expectations for outcomes of children and where applicable contributes to the outcomes of the statutory care plan.
- Provision is safe in relation to Health & Safety and Safeguarding Children.
- Provision is of high quality and meets relevant standards.
- Provision is well managed, makes best use of existing resources and represents value for money.
- Provider staff work closely with referrers, work closely with other services supporting the child and work with adult services when it comes to transition to adulthood.
- Wide geographical coverage of support provision so that children are not disadvantaged by where they live in the county.
- There are transparent communications between commissioners, provider and families around availability and demand on resources, based on shared understanding.

## 2.3 Is fit for the future

By this we mean

- Can respond to future demand and allocate resources flexibly.
- Can adapt to changing local and national context.
- Can raise awareness of and support other traits, commonly associated with autism.

This includes Attention-Deficit Hyperactivity Disorder (ADHD), which is common in people with autism. Autism and ADHD may present overlapping symptoms and may benefit from similar type of support. Therefore, it makes sense to add this aspect to this service, in line with requirements of the health commissioned neuro-developmental service, which starts on 1 May 2017.

## 2.4 Incorporates aspects associated with the Children and Families Act 2014

- **Personalisation:** In this context, we mean a person centred planning approach is part of this.
- **Increased engagement with children and their families:**  
In this context, we mean active engagement with children and their families to inform service development.
- Greater emphasis on **Preparing for Adulthood (PfA)** outcomes

## 2.5 Secures wider social, economic and environmental benefits for our area

<https://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/>

Under the Public Services (Social Value) Act 2012, any commissioner of a public service is required to think about how they can secure wider social, economic and environmental benefits.

Through this tender we are keen to secure the following social value benefits for Shropshire: The provider will add social value to the area by promoting and signposting families to community groups and activities for mutual benefit.

**2.6** The **specification** is described in terms of service principles, service outcomes and contractual requirements. The rationale for this is to focus on effecting outcomes, while achieving a balance between safe, good practice and scope for innovation.

We intend to award the entire service to one provider. The option to sub-contract does not apply.

### 3 Specification

3.1	<b>Contract title and governance</b> <ul style="list-style-type: none"> <li>The contract will be known as “Autism/ADHD support for children and young people.”</li> <li>The council’s contract reference number is CMCV 024. This reference number will be quoted on all correspondence.</li> <li>The contract will be part of the council’s Children Services Directorate, Children’s Social Work and Safeguarding.</li> <li>The Contract holder(s) will be accountable to               <ul style="list-style-type: none"> <li>Council children services – safeguarding – Early Help commissioner</li> <li>Council children services – safeguarding – Disabled Children’s Team</li> <li>CCG – Children’s commissioner</li> <li>Schools – Schools Forum &amp; SEND Team Manager</li> </ul> </li> </ul>
3.2	<b>Geographical location</b> This contract supports children and young people resident in the Local Authority area of Shropshire.
3.3	<b>Service principles</b>  In addition to the council’s guiding principles of working in Children’s Services, providers will implement the following service principles in their daily practice:
3.3.1	<b>Keep children safe</b> , in relation to general Health & Safety and safeguarding children from abuse and neglect. (Research shows that disabled children are still three to four times more likely to be abused or neglected. Source: <i>Safeguarding Disabled Children in England</i> , Report of the National Working group on Safeguarding Disabled Children, July 2016.)
3.3.2	<b>Work in a family friendly and child centred way</b> : apply a person centred approach to support planning with the aim to increase a child’s personal self-determination and improve their independence. This includes ensuring that the support is sensitive to a child’s religious cultural and ethnic background.
3.3.3	Have <b>high expectations for outcomes</b> for children.
3.3.4	Work to <b>high quality standards</b> and adhere to all legislative requirements, relevant to provision.
3.3.5	Working in <b>partnership with parents and young people</b> : The provider engages children and families in service planning and service development.
3.3.6	Working in <b>partnership with commissioners and referrers</b> , providing a flexible, solution focused and cost-effective range of support.
3.3.7	<b>Promote inclusion and challenge discrimination.</b>
3.3.8	<b>Relationships</b> between children, families and workers are based on mutual respect and understanding, with clear professional and personal boundaries.

3.3.9	Promoting children's general health and wellbeing.
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<b>3.4</b>	<b>Service outcomes</b>
	<ul style="list-style-type: none"> <li>• Children and young people have improved understanding of their condition, develop better self- management skills and are better prepared for adulthood.</li> <li>• Parents and carers have improved understanding of the condition and develop better parenting skills and more resilience and confidence.</li> <li>• Professional and VCS workers who support such children and young people have improved understanding of the condition and develop better support skills.</li> </ul>

<b>3.5</b>	<b>Contractual requirements for the service</b>
<b>3.5.1</b>	<p><b>Description</b></p> <ul style="list-style-type: none"> <li>• To provide information, support and training to parents / carers of children with autistic traits in the community and in the home.</li> <li>• To provide information, support and training to children with autistic traits in the community and in the home. On occasion, this may require taking on a Lead Professional role.</li> </ul> <p>The secondary aims are</p> <ul style="list-style-type: none"> <li>• General awareness raising of autism/ADHD with families and professionals supporting children and young people. This aim needs to be complementary / coordinated with the CCG commissioned activities relating to the CAMHS transformation.</li> <li>• Contribution to local strategic / special interest groups.</li> </ul> <p>Note: The provision of Short Breaks is not in the scope of this service. The provision of autism diagnostics is not in scope of this service.</p>
<b>3.5.2</b>	<p><b>Eligibility &amp; pathway</b></p> <ul style="list-style-type: none"> <li>• This service is for children and young people, aged 0 to 18th birthday, who are resident in Shropshire.</li> <li>• Referrals to the service will come from a number of sources, like health, social care and education professionals, as well as families themselves.</li> <li>• The service will stop when the             <ul style="list-style-type: none"> <li>○ Support outcomes have been met</li> <li>○ Child's eligibility no longer applies</li> <li>○ Child reaches their 18th birthday</li> </ul> </li> </ul>

<b>3.5.3</b>	<b>Assessment &amp; support planning</b> <ul style="list-style-type: none"> <li>Where individual support is sought, the provider will carry out their own assessment for each child, taking into account any statutory assessment.</li> <li>As this service operates in the context of Early Help, the provider is required to adapt their assessment tools and records so that they can contribute to the strategic aims of Early Help. This includes for example the use of the 'webstar' and ECINS, a multi-agency database.</li> <li>Where a child has a statutory care plan, the provider's support plan will ensure that their support contributes to the outcomes of the former.</li> </ul>
<b>3.5.4</b>	<b>Nature of support</b> <ul style="list-style-type: none"> <li>Support can be in the form of information, advice and/or guidance.</li> <li>Support can be for individuals or for groups, including peer group support.</li> <li>Support can be given face to face, over the telephone or in writing (e.g. publications, email)</li> <li>Support will be age, ability, gender and ethnicity appropriate.</li> </ul>
<b>3.5.5</b>	<b>Allocation of support</b> <ul style="list-style-type: none"> <li>This is at the discretion of the provider, who will need to prioritise their resources and offer in response to service user needs and demand on service.</li> </ul>
<b>3.5.6</b>	<b>Service capacity</b> <ul style="list-style-type: none"> <li>The service will operate all year round, on working days.</li> <li>Referrers should be able to contact the service all year round.</li> <li>The service will be regular and reliable.</li> <li>The service will support <ul style="list-style-type: none"> <li>at least 500 families per year, through direct work with parents and children</li> <li>at least 100 professionals per year, through group work and/or consultation, representing child support services ranging from early years to teenage years, covering all areas of the county and including professionals from health, social care and education sector.</li> </ul> </li> </ul>
<b>3.5.7</b>	<b>Quality standards</b> <p>This type of support is not a regulated service. Having said that, this service would be included in SEND Ofsted/CQC inspections and general Safeguarding Children Ofsted inspections.</p>
<b>3.5.8</b>	<b>Information for children, young people and their families</b> <p>The provider will</p> <ul style="list-style-type: none"> <li>Have an accurate, up to date &amp; suitable statement of service</li> <li>Provide accurate, up to date &amp; suitable information for Shropshire's SEND Local Offer</li> </ul>
<b>3.5.9</b>	<b>Transport</b> <p>In cases where families are supported outside their home, families are responsible for transport to and from a support venue.</p>
<b>3.5.10</b>	<b>Parental contribution &amp; fees</b> <p>At present, it is the council's policy not to ask for parental contributions or to charge fees for this type of service.</p>

<b>3.6</b>	<b>Contractual requirements for the provider</b>
<b>3.6.1</b>	<p>Staffing: the provider will meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Ideally, staff in leadership and management roles have / are working towards a leadership and management qualification to Level 5.</li> <li>• Staff in leadership and management roles are effectively supervised and supported by their organisation.</li> <li>• Staff providing information, advice and support will be appropriately trained and supervised.</li> </ul>
<b>3.6.2</b>	The provider will make reasonable adjustments to the capacity of the service in response to demand.
<b>3.6.3</b>	<p>The provider will attend and contribute to</p> <ul style="list-style-type: none"> <li>• A child's care review. Where applicable, this includes the review of a child's Education, Health and Care Plan (EHCP).</li> <li>• A child's transition plan into adult support or any other relevant care provision.</li> <li>• Meetings relating to a child's Looked After status and / or a child's Child Protection Plan.</li> </ul>
<b>3.6.4</b>	<p>The provider will participate in and contribute to, for example,</p> <ul style="list-style-type: none"> <li>• Area wide safeguarding inspections by Ofsted</li> <li>• SEND inspections by Ofsted &amp; CQC</li> <li>• Relevant Local Authority or regional peer reviews</li> <li>• Local Authority service reviews and quality audits</li> <li>• For residential overnights: Setting specific Ofsted inspections</li> <li>• The council's parenting support strategy group</li> <li>• Early Help meetings and discussions</li> </ul> <p>Note: This list is not meant to be exhaustive. Participation and contribution will depend on relevance and may be achieved in a number of ways.</p>
<b>3.6.5</b>	The provider will operate an accessible and easily interpreted formal complaints procedure. The provider will use the outcome of any complaint investigation to inform service development.
<b>3.6.6</b>	Finance: The provider will not use any part of the contract payment to fund any other activities, which do not relate directly to the delivery of the service.
<b>3.6.7</b>	Finance: The provider will keep records of service related income and costs. Any underspend arising from the contract will be reported to the council. At the council's discretion, any underspend may be requested to be repaid or re-invested to benefit the service.
<b>3.6.8</b>	The provider will arrange and maintain adequate insurance, covering each of the service elements throughout the contract period.



<b>3.6.9</b>	<p>When publishing information about the service, the provider will</p> <ul style="list-style-type: none"> <li>• Acknowledge the council as the lead commissioner of the service</li> <li>• Seek review of information and approval from the council.</li> </ul>
<b>3.6.10</b>	<p>Record keeping &amp; performance reporting</p> <ul style="list-style-type: none"> <li>• The provider will prepare four quarterly, cumulative reports. By that we mean that the forth quarterly report be an annual report.</li> <li>• The format of the provider report will be agreed with the commissioner in the hand-over period, prior to contract start.</li> <li>• This will result in a report template, which the provider will be required to complete.</li> <li>• Reports will include information on the cohort as a whole.</li> <li>• Reports will include other, more generic information, such as on compliments and complaints, children and parent engagement, operational issues, organisational &amp; service development, strategic working, partnership working, incidents relating to health &amp; safety or safeguarding.</li> <li>• Reports will include information on financial position of service, illustrating income and costs.</li> </ul>
<b>3.6.11</b>	<p>The provider will add <b>social value</b> to the area by promoting and signposting families to community groups and activities for mutual benefit.</p>

## 4 Contract and funding

- 4.1 The council is the lead commissioner and has commissioned these services in partnership with Shropshire Clinical Commissioning Group and Shropshire Schools Forum.
- 4.2 The successful tenderer will be awarded a Shropshire Council contract, comprised of
- General terms and conditions  
[www.shropshire.gov.uk/doing-business-with-shropshire-council/doing-business-with-the-council/](http://www.shropshire.gov.uk/doing-business-with-shropshire-council/doing-business-with-the-council/)
  - Specification, taken from the Invitation to Tender, with detail added from the successful tender response document(s).
  - Children's safeguarding schedule
  - Children's services principles schedule
  - Monitoring schedule, taken from the Invitation to Tender and modified in agreement with provider
  - TUPE schedule
- 4.3 The contract will start on 1 July 2017 and end on 31 March 2019. The initial contract period will be 1 year and 9 months.
- 4.4 There will be an option to extend the contract beyond the end date by a further 24 months, subject to performance and contextual changes.
- 4.5 The present annual budget for autism support is £102,243. The successful provider will be paid a pro-rata sum for the initial 9 months of the contract period, based on the 12 months figure in their price schedule.
- We are under pressure to reduce overall costs to the council. We seek fresh proposals, which will meet our outcomes and requirements in the most cost-effective way.
- Price will remain fixed for the initial contract period of 1 year and 9 months.
- 4.6 Funding for this contract cannot be used to cover any organisational costs, which do not directly relate to the costs of the contracted service.
- 4.7 It is the council's normal practice to pay providers in arrears. However, this and other contractual agreements will be finalised with the successful provider(s).

## 5 Procurement process & tendering

### 5.1 Timescale and dates

1 February 2017	Submit tender notice to OJEU
1-3 days later	Tender is published on council website
	Providers have 5-6 weeks to respond
7 March 2017	Dead line for clarifying questions
<b>14 March 2017</b>	<b>12 noon - deadline for submission of application</b>
15 March – 31 March 2017	Evaluation of tenders
31 March 2017	Contact all applicants of decision
1 – 10 April 2017	Mandatory 10 day stand still period
11 April 2017	Confirm successful applicant
12 April – 30 June 2017	2.5 months' handover / transition period (Including engagement with families, transfer of records, TUPE transfer)
<b>1 July 2017</b>	<b>Contract start</b>
31 March 2019	Contract end

### 5.2. Documents & Information for tenderers

- 5.2.1 The Council is using a competitive tender process under *the Open procedure*, advertised on the council's website [www.shropshire.gov.uk](http://www.shropshire.gov.uk) and Official Journal of the European Union (OJEU) and *ContractFinder*.

Tenderers will be able to download

- Instructions for tendering
- Invitation to tender, with commissioning intentions & specification document
- Tender response document
- The Council's general terms & conditions
- The Council's principles of working in Children's Services

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

- 5.2.2 Transfer of Undertakings Regulations 2006 (TUPE) may apply. The current providers have listed staff to which TUPE may apply. It is important that tenderers have a detailed understanding of the staff to whom this may apply. Tenderers are advised to use this information to inform their proposals and costings. This information is available on request and subject to a confidentiality agreement.

**5.3. Evaluation of tenders**

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

5.3.2 Our evaluation will consist of two steps.

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

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

- 2) The subsequent award criteria focus on price and quality, attributing 50% to each. The tender response document describes how quality questions will be weighted and scored. Tenderers should note that some questions will have a minimum score requirement.

5.3.4 Should this procurement process not result in meeting our requirements, then the council reserves the right to negotiate with tenderers and approach other providers.

## 2.3 Is fit for the future

By this we mean

- Can respond to future demand and allocate resources flexibly.
- Can adapt to changing local and national context.
- Can raise awareness of and support other traits, commonly associated with autism.

This includes Attention-Deficit Hyperactivity Disorder (ADHD), which is common in people with autism. Autism and ADHD may present overlapping symptoms and may benefit from similar type of support. Therefore, it makes sense to add this aspect to this service, in line with requirements of the health commissioned neuro-developmental service, which starts on 1 May 2017.

## 2.4 Incorporates aspects associated with the Children and Families Act 2014

- **Personalisation:** In this context, we mean a person centred planning approach is part of this.
- **Increased engagement with children and their families:**  
In this context, we mean active engagement with children and their families to inform service development.
- Greater emphasis on **Preparing for Adulthood (PfA)** outcomes

## 2.5 Secures wider social, economic and environmental benefits for our area

<https://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/>

Under the Public Services (Social Value) Act 2012, any commissioner of a public service is required to think about how they can secure wider social, economic and environmental benefits.

Through this tender we are keen to secure the following social value benefits for Shropshire: The provider will add social value to the area by promoting and signposting families to community groups and activities for mutual benefit.

**2.6** The **specification** is described in terms of service principles, service outcomes and contractual requirements. The rationale for this is to focus on effecting outcomes, while achieving a balance between safe, good practice and scope for innovation.

We intend to award the entire service to one provider. The option to sub-contract does not apply.

### 3 Specification

3.1	<p><b>Contract title and governance</b></p> <ul style="list-style-type: none"> <li>The contract will be known as “Autism/ADHD support for children and young people.”</li> <li>The council’s contract reference number is CMCV 024. This reference number will be quoted on all correspondence.</li> <li>The contract will be part of the council’s Children Services Directorate, Children’s Social Work and Safeguarding.</li> <li>The Contract holder(s) will be accountable to               <ul style="list-style-type: none"> <li>Council children services – safeguarding – Early Help commissioner</li> <li>Council children services – safeguarding – Disabled Children’s Team</li> <li>CCG – Children’s commissioner</li> <li>Schools – Schools Forum &amp; SEND Team Manager</li> </ul> </li> </ul>
3.2	<p><b>Geographical location</b></p> <p>This contract supports children and young people resident in the Local Authority area of Shropshire.</p>
3.3	<p><b>Service principles</b></p> <p>In addition to the council’s guiding principles of working in Children’s Services, providers will implement the following service principles in their daily practice:</p>
3.3.1	<p><b>Keep children safe</b>, in relation to general Health &amp; Safety and safeguarding children from abuse and neglect. (Research shows that disabled children are still three to four times more likely to be abused or neglected. Source: <i>Safeguarding Disabled Children in England</i>, Report of the National Working group on Safeguarding Disabled Children, July 2016.)</p>
3.3.2	<p><b>Work in a family friendly and child centred way</b>: apply a person centred approach to support planning with the aim to increase a child’s personal self-determination and improve their independence. This includes ensuring that the support is sensitive to a child’s religious cultural and ethnic background.</p>
3.3.3	<p>Have <b>high expectations for outcomes</b> for children.</p>
3.3.4	<p>Work to <b>high quality standards</b> and adhere to all legislative requirements, relevant to provision.</p>
3.3.5	<p>Working in <b>partnership with parents and young people</b>: The provider engages children and families in service planning and service development.</p>
3.3.6	<p>Working in <b>partnership with commissioners and referrers</b>, providing a flexible, solution focused and cost-effective range of support.</p>
3.3.7	<p><b>Promote inclusion and challenge discrimination</b>.</p>
3.3.8	<p><b>Relationships</b> between children, families and workers are based on mutual respect and understanding, with clear professional and personal boundaries.</p>

3.3.9	Promoting children's general health and wellbeing.
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<b>3.4</b>	<b>Service outcomes</b>
	<ul style="list-style-type: none"> <li>• Children and young people have improved understanding of their condition, develop better self- management skills and are better prepared for adulthood.</li> <li>• Parents and carers have improved understanding of the condition and develop better parenting skills and more resilience and confidence.</li> <li>• Professional and VCS workers who support such children and young people have improved understanding of the condition and develop better support skills.</li> </ul>

<b>3.5</b>	<b>Contractual requirements for the service</b>
<b>3.5.1</b>	<p><b>Description</b></p> <ul style="list-style-type: none"> <li>• To provide information, support and training to parents / carers of children with autistic traits in the community and in the home.</li> <li>• To provide information, support and training to children with autistic traits in the community and in the home. On occasion, this may require taking on a Lead Professional role.</li> </ul> <p>The secondary aims are</p> <ul style="list-style-type: none"> <li>• General awareness raising of autism/ADHD with families and professionals supporting children and young people. This aim needs to be complementary / coordinated with the CCG commissioned activities relating to the CAMHS transformation.</li> <li>• Contribution to local strategic / special interest groups.</li> </ul> <p>Note: The provision of Short Breaks is not in the scope of this service. The provision of autism diagnostics is not in scope of this service.</p>
<b>3.5.2</b>	<p><b>Eligibility &amp; pathway</b></p> <ul style="list-style-type: none"> <li>• This service is for children and young people, aged 0 to 18th birthday, who are resident in Shropshire.</li> <li>• Referrals to the service will come from a number of sources, like health, social care and education professionals, as well as families themselves.</li> <li>• The service will stop when the <ul style="list-style-type: none"> <li>○ Support outcomes have been met</li> <li>○ Child's eligibility no longer applies</li> <li>○ Child reaches their 18th birthday</li> </ul> </li> </ul>



## **INSTRUCTIONS FOR TENDERING**

**CMCV 024 – AUTISM SUPPORT  
(CHILDREN'S SERVICES)**



## Shropshire Council Instructions for tendering

### **Contract Description:**

Early Help, preventative support for families with children (0-18<sup>th</sup> birthday) who present autistic / ADHD traits

Provides information, advice and support to individuals and groups of children, parents and SEND professionals.

Outcomes:

- Children and young people have improved understanding of their condition, develop better self- management skills and are better prepared for adulthood.
- Parents and carers have improved understanding of the condition and develop better parenting skills and more resilience and confidence.
- Professional and VCS workers who support such children and young people have improved understanding of the condition and develop better support skills.

Contracts start on 1 July 2017

Contracts end on 31 March 2019

Initial contract period: 1 years and 9 months

Optional extension period of 2 years.

Maximum funds = £102,243 per year

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the provision of an autism support service as detailed in the Tender Response Document. The contract will be for an initial period of **19 months** commencing on the **1<sup>st</sup> July 2017** with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the Terms and Conditions for Children's Services of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## **2.2 Terms and Conditions**

**2.1** Every Tender received by the Council shall be deemed to have been made subject to the Terms And Conditions for Children's Services of Shropshire Council and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

**2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

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

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

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

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

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

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

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

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

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

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

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms “Nil” and “included” are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6** It shall be the Tenderer’s responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council’s requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, ‘joint and several’ guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

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

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

## **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction

accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 14<sup>th</sup> March 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 (Delete if not applicable)**

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such

a transfer in their tender submissions.

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

## **7.0 Tender Evaluation**

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

## **8.0 Clarifications**

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **7<sup>th</sup> March 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 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 12.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 12.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
  - d) Offers or agrees to pay or give or does pay or gives any sum of money,

inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

### **13.0 E-Procurement**

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

### **14.0 Award of Contract**

#### **14.1 Award Criteria**

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

#### **14.2 Award Notice**

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

#### **14.3 Transparency of Expenditure**

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

## **15.0 Value of Contract**

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

## **16.0 Acceptance**

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

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

**16.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1<sup>st</sup> July 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** 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.....20...

CONTRACT

BETWEEN

SHROPSHIRE COUNCIL

and

[add in legal entity of the Service Provider]

Contract Ref No

For the Provision of [add in brief details of the service]

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

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

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

NOW IT IS AGREED as follows:

#### DEFINITIONS

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

Associated Person	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council.
Authorised Officer	means the representative appointed by the Council to manage the Contract on its behalf
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.

<b>Commencement Date</b>	<b>[add in letter format ie 1<sup>st</sup> December 2012]</b>
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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;
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Confidential Information	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Service Provider, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information; together with all information as defined by Clause 31 of this Contract.
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Contract	means this agreement in writing between the Parties
Contract Documents	means this Contract including the Schedules and any other documents annexed to it
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
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;
EIR	means the Environmental Information Regulations 2004 (as may be amended from time to time)
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 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 [option 1]	Insert date [e.g. 1 <sup>st</sup> December 2013]
*Expiry Date [option 2]	being the final date that this Contract ends which is either: a) the Initial Expiry Date; or b) the last day date of any agreed extension period further to clause 1 below
Financial Year	means the period of 12 months from and including 1 <sup>st</sup> April in one year and ending on 31 <sup>st</sup> March in the next
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.
'Funding'	means the Funding provided to the Council by virtue of a funding agreement dated [insert date] between the Council and [insert name of funding body] for the purposes of [insert details of the purpose for which funding has been obtained] and which contains obligations upon the Council as to the use of the Funding.
'Initial Expiry Date'	means [insert date]*
'Initial Term'	means a period of [insert number of years] *years commencing on the Commencement Date and expiring on the Initial Expiry Date
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
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to [specify number of months/years] months/years commencing from [insert date]
Outcomes	effects of the Services provided on the Service Users as detailed in schedule 2

Party or Parties	means with respect to Party the Council or the Service Provider and Parties both the Council and the Service Provider together
Payment	the payment to the Service Provider as detailed in Clause 2
Performance Indicators	the performance indicators relating to this Contract set out in Schedules 2 and 3
'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 2010;</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	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
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.
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 Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request For	a written request for information pursuant to the FOIA as

Information	defined by Section 8 of the FOIA
<b>'Relevant Transfer'</b>	<b>means a relevant transfer for the purposes of TUPE</b>
<b>'Review'</b>	<b>means a formal review of the progress of the Services and the achievement of the Outcomes</b>
Service(s)	the Service(s) as described in the Specification and schedules of this Contract
'Service Provider'	means the party named above and includes its Staff, employees, officers, servants and agents acting on its behalf paid or unpaid
Service Provider's Representative	means the representative appointed by the Service Provider to liaise with the Authorised Representative with regard to the management of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service which shall include where the context so admits, carers/guardians/parents of children and young people in receipt of the Services
Specification	the Specification contained in Schedule 1 to this Contract
Staff	All those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor and other agents acting on its behalf
Subcontractors	Any person(s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract
Term	means the period commencing on the Commencement date and ending on the Expiry Date
<b>Tender</b>	<b>means the tender dated ..... submitted by The ..... accepted by the Council annexed to this Contract in Schedule .....</b>
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
<b>TUPE</b>	<b>The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive</b>
Working Days	Monday to Friday inclusive (not including public or bank holidays)
Writing	Includes, unless otherwise specifically stated, facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

## Interpretation

In this Contract unless the context otherwise requires:

words importing any gender include every gender  
words importing the singular number include the plural number and vice versa  
words importing persons include firms, companies and corporations and  
unincorporated body of persons or any state or any agency of any person  
reference to a company shall include any company, corporation or other body  
corporate, wherever and however incorporated or established.  
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.  
references to numbered clauses and schedules are references to the relevant  
clause in or schedule to this Contract  
reference in any schedule to this Contract to numbered paragraphs relate to  
the numbered paragraphs of that schedule  
any obligation on any Party not to do or omit to do anything is to include an  
obligation not to allow that thing to be done or omitted to be done  
the headings to the clauses, schedules and paragraphs of this Contract are  
not to affect the interpretation  
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.  
where the word 'including' is used in this Contract, it shall be understood as  
meaning 'including without limitation'  
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.

## **WHEREAS**

- (A) The Council in the exercise of performing its obligations requires the Services to be delivered for the benefit of children and young people ('the Service Users') within its administrative area
- (B) The Service Provider is willing to provide the Service in accordance with the terms of this Contract and the Council is willing to engage the Service Provider to provide the Services.

## **1 CONTRACT AND TERM**

- 1(a) In consideration of the Payment the Service Provider will provide the Service in accordance with the terms of this Contract
- 1(b) It is agreed between the Parties that this Contract will be for the [Initial] Term commencing on the Commencement Date and ending on the [Initial] Expiry Date unless otherwise terminated under Clauses 10 (Breach) 11 (Prevention of Bribery) and 13 (Termination) in accordance with the terms of this Contract.
- 1(c) It is further agreed between the Parties that, subject to mutual agreement, the Council may exercise its Option to Extend this Contract after the expiry of the

## Initial Term

### **\*Choose either:**

[option a] for a further period of up to [insert number of months/years] months years commencing on [insert date being the date after the expiry of the Initial Expiry Date]

**Or**

[option b] for further periods of twelve months up to a maximum of [insert number] of extensions from the Commencement Date

**Or**

[option c] [to continue thereafter from year to year until terminated by either Party serving on the other not less than [three] months' notice in writing or as otherwise terminated in accordance with the provisions of Clauses 10 (Breach) 11 (Prevention of Corruption) and 13 (Termination)]

- 1(d) If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Service Provider in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the terms of this Contract shall be the terms applied to the extended contract period, save for any variations to the terms of the Contract which may be agreed by the Parties in writing to apply during the extension period.

- 1.(e) If the Council decides that it does not wish to exercise its Option to Extend then this Contract shall terminate on the Initial Expiry Date and the provisions of clause 14 shall apply

## **2 PAYMENT**

- 2(a) In each Financial Year a maximum of £0.00 (x pounds only) per annum shall be payable by the Council to the Service Provider for the Service
- 2(b) Payment will be made **monthly / half yearly / quarterly in arrears** upon receipt of a **satisfactory invoice**
- 2(c) **The Service Provider shall not make a charge to the Service User or any third party for the Service provided. [NOT USED]**
- 2(d) The Council reserves the right to set off against the Payment any sums owed or becoming due to the Council from the Service Provider.
- 2(e) The Service Provider shall not charge and the Council shall not be liable, for any expenses, charges, costs, fees except the Payment as set out in this Contract
- 2 (f) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed Sub-contractors within the time period specified within the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 2 (g) If either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed invoice then the Party who should make payment 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 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

## **4 COMPLIANCE**

- 4(a) The Council undertakes to:



- 4(a)(i) make the Payments to the Service Provider in accordance with Clause 2
- 4(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate
- 4(b) The Service Provider undertakes to comply with the following in the provision of the Service:
  - 4(b)(i) provide the Service in accordance with the Specification [and the Tender] with all due diligence care and skill expected of a suitable and experienced provider of such services
  - 4(b)(ii) provide the Service 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 Service to include but not limited to:
    - all standards required by Ofsted /Regulatory Bodies in order to maintain registration thereunder
    - the Data Protection Act 1998 and the Caldicott Principle
    - the Human Rights Act 1998. The Service Provider shall not do anything in breach of the Act.
    - the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance and provide evidence of doing so to the Council at any time upon request
    - Safeguarding Vulnerable Groups Act 2006; and
    - Where appropriate the Care Act 2014
  - 4(b)(iii) ensure that every person employed by it in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services and that its Staff, Subcontractors and agents will have the necessary skills, professional qualifications and experience to deliver the Service
  - 4(b)(iv) ensure that it carries out its own risk assessments relevant to the Service
  - 4(b)(v) ensure that it has a written procedure for dealing with complaints about the Service in accordance with clause 37 (Complaints) and shall provide a copy of the procedure and details of any complaints made about the Service to the Council upon request
  - 4(b)(vi) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
  - 4(b)(vii) [acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service] [NOT USED]
  - 4(b)(viii) the Council's Multi Agency Adult Protection Policy and Procedures [NOT USED]
  - 4(b)(ix) 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
  - 4(b)(x) it will complete the Services by the Expiry Date
  - [4(b)(xi) it will use its best endeavours to achieve and meet the Performance Indicators/Outcomes\*] [NOT USED]
  - 4(b)(xii) it has full capacity and authority to enter into this Contract
  - 4(b)(xiii) it has obtained all necessary and required licences, consents and permits to provide the Service and shall maintain such licences, consents and permits throughout the duration of the Term



- 4(b)(xiv) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for its Staff , Subcontractors or agents to perform the Service
- 4(b)(xv) it warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 4(b)(xvi) it will have adequate numbers of Staff to provide the Service
- 4(b)(xvii) before it 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; and shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
  - 4(b)(xvii)(1) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
  - 4(b)(xvii)(2) 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;and
  - 4(b)(xvii)(3) where applicable, provide a copy of the DBS check results to the Council if requested
- 4 (c) the Service Provider warrants that the signing 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.
- 4(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Authorised Officer forthwith in writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Termination)
- 4(e) The Service Provider shall provide to the Council a Parent Company Guarantee in the form annexed to this Contract or in a form agreed in writing by the Council upon the signing of this Contract] [NOT USED]
- 4(f) 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 Provide and the Council to ensure that the Performance Indicators/Outcomes\* are being achieved. [NOT USED]
- 4(g) In the event that an informal review reveals that Performance Indicators/Outcomes\* 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 [NOT USED]
- 4.(h) The Review meeting shall record in writing any amendments to the Performance Indicators/Outcomes\* agreed between the Council and the Service Provider. [NOT USED]
- 4.(i) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Performance Indicators/Outcomes\* the Council may:

- 4.(i).(i) serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which of the Performance Indicators/Outcomes\* 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
- 4.(i).(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 13 (Termination) herein
- 4.(i).(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. [NOT USED]
- 4(j) The Service Provider acknowledges and confirms that:
- 4(j)(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;
- 4(j)(ii) it has received all information requested by it from the Council pursuant to sub-clause 4(j)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 4(j)(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 4(j)(ii)
- 4(j)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 4(j)(v) it has entered into this Contract in reliance on its own diligence 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
- 4(j)(vi) 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 4(j)(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(j)(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 4(j)(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(k) The Service Provider shall **[insert details of any obligations imposed on the Council with respect to the Funding that it is intended should also apply to the Service Provider in carrying out the Services]**

## **5. AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE:**

- 5(a) The Authorised Officer shall be appointed by the Council to act in the name of

- the Council for the purposes of the contract evidenced by this Contract.
- 5(b) The Service Provider shall appoint a Service Provider Representative to act in the name of the Service Provider for the purposes of the contract evidenced by this Contract
  - 5© The Parties shall notify each other in writing of any replacement Authorised Officer or Service Provider Representative or if any person ceases to be either the Authorised Officer or Service Provider Representative.
  - 5.(d) The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Service Provider and act as liaison officer with the Service Provider's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Service Provider's Representative on the Service Provider's behalf.

## **6 VARIATION**

This Contract may only be varied by consent of both of the Parties and any such variation must be in Writing and be annexed to this Contract.

## **7 AGENCY**

- 7(a) The Service Provider is an independent party and nothing in this Contract shall render it an agent of the Council or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 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 [NOT USED]**

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council. *[Is this needed ?]*
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn. *[Is this needed ?]*
- 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/Outcomes.
- 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 Commission for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the "statutory auditors of the Council" shall

include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

## **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 (which for the purpose of this clause 9 does not include email transmissions) and must 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 Representative
- 9(d) The Council's address for the purpose of delivery of a Notice is Nigel Denton Procurement Manager, Shropshire Council Shirehall, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Authorised Officer at [.....].
- 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) If the Council identifies areas of the Services which do not comply with the requirements of this Contract (including any Schedules to this Contract) it may send the Service Provider a non-compliance notice detailing
- (i) the areas of non-compliance;
  - (ii) the action to be taken; and
  - (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- [10(b) If the Service Provider fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Service Provider a final non-compliance notice detailing
- (i) the areas of non-compliance;
  - (ii) the action to be taken; and
  - (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).]

10(c) If, in the reasonable opinion of the Council, the Service Provider fails to undertake all of the remedial actions in the [final] non-compliance notice by the due date the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 15 (Disputes):

    - (a) to make arrangements to take its own corrective action either itself or through the appointment of another Service Provider and to either:
      - (i) deduct all costs in connection therewith from any sums due or to become due to the Service Provider under the terms of this Contract; or
      - (ii) to recover such sums from the Service Provider as a debt; and/or
    - (b) to terminate the Contract in accordance with clause 13 (Termination)

10(d) 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(d)(i) Failure to comply with a Notice to remedy a breach 10(a)

- 10(d)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
- 10(d)(iii) If the Service Provider is 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(d)(iv) If the Service Provider is issued with a notice from the Health and Safety Executive or Regulatory Bodies prohibiting it from operating

## **11 PREVENTION OF BRIBERY**

### **11(a) The Service Provider:**

- (i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
- (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:**

- 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;
- 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 11.1 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 11.1, 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 Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11.5, 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 Staff, 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:**

- a) with the authority; or,
- b) with the actual knowledge;

**of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or**

- c) 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 11.5 must specify:
  - (i) the nature of the Prohibited Act;
  - (ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
  - (iii) the date on which this Contract will terminate.
- 11(g) Despite clause 15 (Disputes), any dispute relating to:
  - (i) the interpretation of clause 11; or
  - (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 11.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

## **12 INDEMNITY AND 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 Contract, 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) The Service Provider shall take out and maintain such insurances as are necessary to include any third party and passenger liability in respect of all vehicles used in the provision of the Service and any other category of insurance which the Council may reasonably require from time to time.
- 12(c) [NOT USED] 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 Service Provider for negligent acts arising out of the performance of this Contract. 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(c)i The Service Provider shall hold and maintain the insurances required under this Contract for a minimum of 6 years following the expiration or earlier termination of this Contract
- 12(d) [NOT USED] If appropriate and requested in Writing, the Service Provider may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 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 policies together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Contract 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 Contract.
- 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 Contract 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:
- (i) details of the policy concerned; and
  - (ii) 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 Contract are paid by insurers, the Service Provider shall:
- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
  - (ii) 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.
- 12(i) 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 Personnel
  - (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 Personnel; 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 Personnel
- 12.(j) 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
- 12.(k) 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 12

### **13 TERMINATION**

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

- 13(a)(i) by either the Council or the Service Provider upon giving [e.g.6 months"] Notice in Writing to the other Party
- 13(a)(ii) by the Council giving the Service Provider written notice to terminate if, in the reasonable opinion of the Council as a result of any investigations undertaken in accordance with its safeguarding procedures, it considers there is or has been any improper conduct on the part of the Service Provider or its Staff to the effect that it is no longer practicable for the Council to maintain a satisfactory or viable relationship with the Service Provider. Improper conduct includes any unlawful or fraudulent act or any action which the Council considers to be to the detriment of the welfare of any Service User either by action or neglect.
- 13(a)(iii) in accordance with clause 10 (Breach) or Clause 11 (Prevention of Bribery)
- 13(a)(iv) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days
- 13(a)(v) the Service Provider ceases to carry on its business or substantially the whole of its business
- 13(a)(vi) the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 13(a)(vii) either Party commits a material breach of this Contract which cannot be remedied under any circumstances
- 13(a)(viii) The Council may terminate this Contract forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 10.
- 13(b) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met)
- 13(c) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider or its Staff and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment of the welfare of Service Users either by action or neglect including but not limited to:
  - 13(c)(i) Fraud or theft from Service Users
  - 13(c)(ii) Neglect of Service Users
  - 13(c)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse



- 13(c)(iv) Financial malpractice
- 13(c)(v) Sexual relationships between Staff and Service Users
- 13(c)(vi) Racial harassment
- 13(c)(vii) Loss of registration with Regulatory Bodies
- 13(c)(viii) Under investigation by the Council

13(d) In the event that the Contract is terminated pursuant to Clause 10(Breach) or 11 (Prevention of Bribery) above or this Clause 13 (Termination) the Council shall:

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

13(e) Where notice to terminate is given pursuant to this clause 13, this Contract shall terminate with effect on the date specified in the notice

13(f) This Contract is contingent upon funding from government and the Council can in no way warrant represent or guarantee the continuation of this funding. In the event that the government withdraws funding the Council may terminate this Contract in whole or in part by serving reasonable written notice on the Service Provider

## **14 CONSEQUENCES OF TERMINATION**

- 14(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
- 14(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
- 14(c) Termination of this Contract for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 14(d) Notwithstanding its obligations in this clause 14 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.
- 14 (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 [Project Materials], information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's Staff or Sub-Contractors at the date of termination.

## **15 DISPUTES**

- 15(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:-

- 15(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 Authorised Officer and the Service Provider's Representative shall use their reasonable endeavours to resolve the dispute
- 15(b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's [ add in here senior/current post] and the Service Provider's [ add in here senior but current post] with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice
- 15(c) if the Council's [SENIOR OFFICER TITLE] and the Service Provider [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [NUMBER] days after the date of the ADR notice
- 15(d) The commencement of mediation shall not prevent the parties commencing or continuing [court or arbitration] proceedings in relation to the Dispute under clause 21 which clause shall apply at all times

## **16 ASSIGNMENT AND SUB-CONTRACTING**

- 16(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) assign any of its rights under this Contract; or
  - (b) 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;
- 16(b) Any consent required under Clause 16(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 16(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.
- 16(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
- 16(e) 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.
- 16(f) The Service Provider must notify the Council if:
  - 16(f)(i) there is a change in the control of the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation
  - 16(f)(ii) it merges with another organisation
  - 16(f)(iii) it transfers its engagements to another organisation
  - 16(f)(iv) it in any way transfers its business to another organisation

- 16(f)(v) as a result of any misconduct or mismanagement on the part of the Service Provider or a Regulatory Bodies directing an inquiry into or making an order of any kind in relation to the Service Provider's affairs; or
- 16(f)(vi) any registration which the Service Provider must maintain in order to provide any of the Service is withdrawn or cancelled or is threatened to be withdrawn or cancelled
- 16(g) The Council reserves the right to share any information with any Regulatory Bodies about the Service Provider, Service Provider Staff or Service Users regarding the provision of the Service to investigate and safeguard the well-being of Service Users
- 16(h) If 20% of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) then this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.
- 16(i) If the Council does give consent to subcontract the carrying out of the Service Provider's obligations under this Contract the Council can subsequently withdraw its consent provided that it acts reasonably in doing so and gives reasonable notice. The Service Provider will be required to terminate the subcontract in these circumstances.
- 16(j) In the event that consent is given by the Council it will not relieve the Service Provider of its obligations under this Contract and the Service Provider will remain responsible for the acts, defaults and neglect of any Sub Contractor or any employee agent of each Sub Contractor as if they were the acts defaults and neglect of the Service Provider. If consent is given to subcontract any part of the Service the Service Provider will ensure that the Sub Contractor agrees with the Council that it will carry out the obligations to the standard required of the Service Provider under the terms of this Contract

## **17 FORCE MAJEURE**

- 17(a) Subject to the provisions of clause 17(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
- 17(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):-
  - 17(b)(i) any charges arising from such delay or failure shall be borne by the Party incurring the same
  - 17(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
- 17(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Council and its Staff or Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors

## **18 WAIVER**

Failure at any time by either Party to enforce at any time or for any period any one or more of the provisions hereof shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or the right of

either party to enforce any provision of this Contract in accordance with its terms at any time

**19 SEVERANCE**

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

**20 STATUTORY DUTIES**

20(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service

20(b) The Service Provider their staff and Subcontractors must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost

**21 GOVERNING LAW**

It is the responsibility of the Service Provider to comply with all relevant European and English legislation. This Contract shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

**22 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.

**23 RIGHTS OF THIRD PARTIES**

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

**24 REMEDIES CUMULATIVE**

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

**25 COUNCIL COMMITTEE MEETINGS**

The Service Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council, at its own expense, upon being invited to do so by the Council

**26 CONCLUSION OF CONTRACT**

Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give (or at the written request of the Council destroy) to the Authorised Officer or any person the Council specifies all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract

**27 SUSTAINABILITY [NOT USED]**

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

demonstrate how they contribute to the achievements of the Council's Sustainability Policy and guidance notes

**28 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL REGULATIONS 2004 (EIR) (option 1)**

- 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 Environmental Information Regulations.
  - 28(c)(iv) ensure that any Subcontractor also complies with the provisions detailed above
- 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 Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 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 Environmental Information Regulations 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.

**28 FREEDOM OF INFORMATION (OPTION 2)**

The parties acknowledge their respective duties under the FOIA and EIR and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

**29 CONFIDENTIAL INFORMATION option a)**

- 29(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.

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

- 29(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing. [NOT USED]

- 29(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

29(d)(i) treat the other Party's Confidential Information as confidential; and

29(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent

- 29(e) Clause 29(d) shall not apply to the extent that:

29(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

29(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

29(e)(iii) such information was obtained from a third party without obligation of confidentiality

29(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract

29(e)(v) it is independently developed without access to the other party's Confidential Information.

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

- 29(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.

- 29(h) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with Clause 32 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 Staff or agents.
- 29(i) The Service Provider shall ensure that its Staff and agents are aware of and comply with **paragraphs XX Schedule 3 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.
- 29(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 29(j)(i) only use the Confidential Information for the purposes of this Contract
  - 29(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
  - 29(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 29(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 29(k)(i) to any consultant, contractor or other person engaged by the Council
  - 29(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 29(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.
- 29(m) The provisions of this Clause shall survive the expiration or termination of this Contract.

**Option (b)**

**29. CONFIDENTIALITY**

- 29.1 Subject to clause 29.2, the Parties shall keep confidential all matters relating to this Contract and each Party shall use all reasonable endeavours to prevent their respective Staff and employees from making any disclosure to any person of any matters relating hereto.
- 29.2 Clause 29.1 shall not apply to any disclosure of information:
- 29.2.1 required by any applicable law, provided that clause 28.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;
  - 29.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
  - 29.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 29.1;
  - 29.2.4 by the Council of any document to which it is a Party and which the Parties to this Contract have agreed contains no commercially sensitive information;
  - 29.2.5 to enable a determination to be made under clause 15 (Disputes)
  - 29.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
  - 29.2.7 by the Council to any other department, office or agency of the Government; and
  - 29.2.8 by the Council relating to this Contract and in respect of which the Contractor has given its prior written consent to disclosure.
- 29.3 On or before the Completion Date the Service Provider shall ensure that all documents and/or computer records in its possession, custody or control

which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

29.4 The provisions of this Clause shall survive the expiration or termination of this Contract.

### **30 CONTRACT STATUS AND TRANSPARENCY**

30(a) Further to the Local Government Transparency Code 2015 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.

30(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract [and any tender submission] in its entirety, including from time to time agreed changes to the Contract, to the general public.

30(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.

30(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and any tender Submission.

#### **Option1**

### **31. COUNCIL DATA**

31(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

31(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

31(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.

31(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back- up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

31(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:

31(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data

31(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates

31(e)(iii) Transfer of data to and from the system is conducted in a secure manner

31(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:



- 31(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
- 31(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's Data.
- 31(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 31(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 31(i) Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 31(h) above shall be borne by the Parties as follows:
- 31(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
- 31(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).

#### **Option 2 (Data Protection Clause 31)**

##### **[31 DATA PROTECTION]**

- 31.1** The Service Provider shall (and shall procure that any of its Staff involved in the provision of the Contract shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties shall duly observe all their obligations under the DPA, which arise in connection with this Contract.
- 31.2** Notwithstanding the general obligation in clause 31.1, where the Service Provider is processing Personal Data as a Data Processor for the Council, the Council 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 DPA; and
- 31.2.1** 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 DPA;
- 31.2.2** promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 31.2; and
- 31.2.3** 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 DPA.
- 31.3** The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any

Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

**31.4** 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 in this Contract or if none specified in any format reasonably requested by the Council.

**31.5** The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.]

**Or, option 3**

**[31. DATA PROTECTION ACT 1998]**

The Service Provider, its agents and servants will at all times observe the Data Protection Legislation and honour the confidentiality of any data supplied by the Council for the performance of this Contract and in so far as such data constitutes Personal Data within the meaning prescribed by the Data Protection Act 1998 will at all times comply fully with the Data Protection Act principles relative thereto and will at all times indemnify fully the Council from and/or against any cause or action which may be brought against the Council consequent to any breach or non-observance by the Service Provider, its agents and servants and shall 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.]

**32. PROTECTION OF PERSONAL DATA [NOT USED]**

**32(a)** With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.

**32(b)** The Service Provider shall:

**32(b)(i)** process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Council to the Service Provider during the term of this Contract);

**32(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;

**32(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;

**32(b)(iv)** take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data;

- 32(b)(v) obtain prior written consent from the Council in order to transfer the Personal Data to any Subcontractor for the provision of the Services;
- 32(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;
- 32(b)(vii) ensure that no Service Provider Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 32(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;
- 32(b)(ix) provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
- a) providing the Council with full details of the complaint or request;
  - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
  - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
  - d) providing the Council with any information requested by the Council;
- 32(b)(x) Permit an officer of the Council or Authorised Officer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Service Provider's data Processing activities (and/or those of its agents, subsidiaries and Sub-Service Providers) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract;
- 32(b) (xi) provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council); and
- 32(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
- 32(b) (xiii) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 32(b) (xiv) The Service Provider shall ensure that its Staff Subcontractors and agents are aware of and comply with this clause and shall

indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

### **33 COUNCIL DATA AND PERSONAL INFORMATION AUDITS [NOT USED]**

33(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

33(a)(i) to review the integrity, confidentiality and security of the Council Data;

33(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;

33(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

33(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

33(c)(i) All information requested by the Council within the permitted scope of the audit;

33(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;

33(c)(iii) Access to Service Provider Personnel

33(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services.

33(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

33(f) The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

33(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

### **34 EMERGENCY PLANNING [Not Used]**

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

### **35 SAFEGUARDING**

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

35(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

35(a)(ii) monitor the level and validity of the checks under this clause 35(a) for each member of the Service Provider's Staff.

35(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.
- 35(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 35 have been met.
  - 35(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.
  - 35(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.
  - 35(f) Where the Service 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 35(b) above..
  - 35(g) The Service Provider shall in addition to clauses 35 (a)-(f) above comply with the requirements set out in Schedule 7 (Safeguarding) to this Contract

### **36 EQUALITIES**

- 36(a) The Service Provider and any Subcontractor employed by the Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
  - a) in the supply and provision of Service under this Contract, and
  - b) in its employment practices.
- 36(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 36(c) In addition, the Service Provider and any sub-contractor or person(s) employed by or under the control of the Service Provider in providing services 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
- 36(d) The Service Provider and any Subcontractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 36(e) In the event of any finding of unlawful discrimination being made against the Service Provider and any Subcontractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Service Provider and any Subcontractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 36(f) The Service Provider and any Subcontractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and

Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.

- 36(f) The Service Provider and any Subcontractor employed by the Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

### **37 COMPLAINTS**

37(a) The Service Provider's Complaints Procedure shall comply with applicable law and the requirements of any regulatory body to which the Service Provider is subject or which are applicable to the Services (including any change in such requirements) and shall meet the following minimum standards::

- 37(a)(i) is easy for complainants to access and to understand
- 37(a)(ii) clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress
- 37(a)(iii) confidential record keeping to protect Staff and the complainant
- 37(a)(iv) informative – providing information to the Service Provider's management so that services can be improved
- 37(a)(v) fair – with a full procedure for investigations
- 37(a)(vi) effective – dealing with all points raised and providing suitable remedies
- 37(a)(vii) is regularly monitored and audited and which takes account of complainant and Council feedback

37(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 it shall act in compliance with any and all such rules or instructions of that registration body.

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

37(c)(i) The Service Provider shall inform any users of the Services provided under this Contract of the existence of the Complaints Procedure and how to access it and will make its Complaints Procedure available on request;

37(c)(ii) The Service Provider shall investigate and deal with any complaints it receives about the Services, whether direct from the public or Services Users, or referred to it by the Council, in accordance with its published complaints procedure. The Service Provider shall within [ten OR [NUMBER]] Working Days and in so doing, shall ensure that:

37(c)(ii)(i) it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Service Provider is dealing with the complaint;

37(c)(ii)(ii) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint.

37(c)(ii)(iii) it will ensure that someone who is independent of the matter complained of carries out the investigation

37(c)(ii)(iv) 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

37(c)(ii)(v) it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within [20/[NUMBER]] Working Days of receiving the complaint

37(c)(ii)(vi) where a complaint is received by the Service Provider relating to the policy or decisions of the Council rather than the Service Provider's delivery of its obligations under this Contract, the Service



Provider shall promptly, and within two Working Days, refer the complaint to the Council for investigation.

**Each party shall make its complaints procedure available to the other party on request**

- 37(d) 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.
- 37(e) 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.
- 37(f) 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 Representative upon request.
- 37(g) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

**38 PUBLIC INTEREST DISCLOSURE ('Whistleblowing')**

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

**39 PROJECT MATERIALS [NOT USED]**

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

**40 TUPE [NOT USED]**

The Parties agree that the provisions of Schedule 5 shall apply to any Relevant Transfer of staff under this Contract

**41. ENTIRE AGREEMENT**

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

## **SCHEDULE 1 : THE SPECIFICATION**

*Add in here in the Specification of the Service that the Service Provider is expected to provide.*

*Include details on:*

- *the service users needs*
- *how will referrals be made into the services*
- *what the Service is that the Service Provider will provide*
- *inc. how the service will be provided and where, opening times, staff ratios*
- *detail what the outcomes of the Service are*



## **SCHEDULE 2 : PERFORMANCE AND MONITORING**

### **SCHEDULE 2 : PERFORMANCE AND MONITORING**

During the Term of the Contract the Council may monitor the provision of the Service to the Service Users as follows:

- 1.1 Quarterly monitoring and evaluation meetings may be held between the Service Provider and the Authorised Officer
- 1.2 The Service Provider may be asked to draft a written report for the Council on the provision of the Service to the Service users and email this to the Council's [officer name, title and office location] at least 2 weeks in advance of the meeting detailing the following:
  - update of the provision the Service to Service Users by the Service Provider
  - progress on meeting the Performance Indicators detailed above
  - Service User feedback on the Service
  - compliance with the contract ie Insurance requirements, payments etc
  - any issues, complaints, comments or compliments regarding the Service
  - finance report on expenditure
  - staff & volunteer that provide the Service (inc training and development)
- 1.3 The Council's [officer name, title and office location] is to be sent, annually and at the earliest opportunity following completion, two copies of the Service Provider's Annual Audited Accounts.
- 1.4 Other monitoring processes and visits to the Service may be undertaken by the Authorised Officer. The Service Provider must undertake to co-operate and allow reasonable access to staff and service records upon request, for monitoring purposes.
- 1.5 A Service Review may take place 12 months prior to the end of the Term to evaluate the effectiveness of the Service and a report will be required of the Service Provider detailing:

aggregated monitoring information for the Term  
a report against the Performance Indicators/Outcomes and Outputs  
the changing need/demand of Service Users using the Service (and) likely to be using the Service in the future  
improvements new initiatives and problems that need to be considered or resolved  
evaluation participation: Hear by Right standards & satisfaction survey

Officers of the Council may seek to monitor this Contract by:

- 1.6 visiting the premises where the Service is provided (announced or unannounced from time to time) 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.
- 1.7 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the premises where the Service is provided.

The Service Provider will:

- 1.8 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. This may include viewing the premises and all areas used for the provision of the Service such as Service Users' bedrooms (Council Officers shall have regard to Service Users' privacy) communal areas, kitchen, bathrooms, halls (and any areas that a Service User can gain access to) to monitor and observe the provision of the Service to Service Users as required under the terms of this Contract.

- 1.9 give assistance to Council Officers and prompt access to any file information or record it holds in respect of the Service User or the provision of Service to the Service Users as required by this Contract.
- 1.10 Provide information to the Council that evidences that systems are in place and being used and the Service is being provided as required by this Contract
- 1.11 allow Officers of the Council to speak to Service User's and Staff in private (the Council shall have regard to the Service Users needs and Staff needed on duty to provide the Service)
- 1.12 access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)
- 1.13 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
- 1.14 supplying to the Council upon request the names of Service Users who utilise the Service and/or any contact details the Service Provider holds for next of kin or family / friends of the Service User for the purpose of contacting them to ascertain their views of the Service provided.
- 1.15 meet reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider, the reliability of care provision throughout the Contract period, consistency and standards of care, the Service User's and/or their representative's views of the Service.
- 1.16 The Service Provider will ensure that it obtains any necessary consent from Staff and/or Service Users to allow the Council access to files to monitor the provision of the Service.
- 1.17 Will supply information which the Council may request from time to time in order to comply with Department of Health or Department of Children, Schools and Families requirements

## **SCHEDULE 3 : SERVICE STANDARDS**

### **1. GUIDING PRINCIPLES FOR CHILDREN SERVICES**

The Service Provider will provide a Service that is:

- 1.1 Safe – the Service Provider ensure the safety of Service Users and support Staff in the provision of the Service. This includes practice around needs assessments, risk assessments, safe recruitment, adherence to the procedures prescribed by Shropshire's Safeguarding Children Board (SSCB) in relation to keeping children safe and general Health and Safety.
- 1.2 Inclusive – the Service Provider will seek to address and avoid ways in which children and young people (Service Users) are marginalised and subjected to discrimination. This includes conduct by Staff and a can-do approach, which seeks make children feel accepted and included.
- 1.3 Enabling – the Service Provider will encourage the rights of children and young people (Service Users) to make decisions about their own lives. This includes respect for confidentiality, fostering independence, enabling children and young people to reach their potential in childhood and subsequent adulthood. This also includes working in partnership with parents to achieve the same outcome.
- 1.4 Cooperative – the Service Provider will work in partnership with the key stakeholders in the Service : the commissioning organisation, the referrer (currently the **X Team**), parents, children (Service Users), representatives from inspection or development agencies, representatives from forums representing Service Users and others, when necessary. This includes regular contract monitoring with the commissioning organisation and TUPE arrangements relating to change of providers. It also includes a commitment to work with and thus develop resources in the local community, for the long term benefit of families and children living in Shropshire.
- 1.5 Compliant – the Service Provider will work within the terms of this Contract, with skill, care and diligence. This includes compliance quality standards within this Contract, all statutory provision and guidance which apply to the Service and are issued by a registration body.

It is essential that all Staff that provide the Service are recruited to the Service meet the requirements of any relevant legislation (such as the Care Standards Act 2000 National Minimum Standard) and that all current Staff actively work towards these. It is essential that the Service Provider can prove that all managers can manage and are supported to achieve a Level 4 equivalent management qualification.

The Service Provider will ensure that all Staff receive effective supervision, appraisal and training on a regular basis.

- 1.6 Flexible – the Service Provider shall be able to respond quickly, thoughtfully and positively to the changing needs of the stakeholders and the wider strategic context. This principle is particularly important in the current context of further expected change: development of personalisation, SEND reforms, changes to public services and the ongoing challenge to seek more efficient ways of working
- 1.7 Transparent – the Service Provider will produce accurate, timely and comprehensive information about their Service in clear and simple language. This includes dealing with complaints and feedback, information about income and costs of the Service. Information will be required on time and in line with Schedule 2 Performance and Monitoring.

- 1.8 Self-aware – the Service Provider will promote a culture of learning and active participation with children (Service Users) and parents. It includes actively seeking feedback on its own performance, strengths and weaknesses. It uses the findings to improve performance, efficiency and to keep its range of activities fresh and popular.
- 1.9 Accountable – The Service Provider will have a reliable, trustworthy and robust infra-structure and leadership to manage the contractual requirements which contribute to the delivery of a safe and high quality Service. This includes assessment of Service Users needs, risk assessment of activities, management of finance and budget, management of information (service users, activities, impact) and relationship with stakeholders, approach to organisational policies and procedures, quality assurance and safe record keeping.
- 1.10 Good value for money – The Service Provider will make the best use of its resources and gives consideration to long-term sustainability. This includes seeking to avoid duplication, seeking best value with Subcontractors and its supply chain. This also includes putting any contributions made by parents to best use. This can also include seeking additional income from other sources to support the provision.

## **2. INFORMATION FOR SERVICE USERS**

The Service Provider will produce information detailing the Services its philosophy and operation and ensure that it is available in an accessible format to all Service Users the Council and relevant agencies. The information must identify how a Service Users can make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached.

## **3. PARTICIPATION**

The Service Provider will ensure that:

- 3.1 Views (including complaints) of children/young people/families/carers about the Service are sought and recorded.
- 3.2 Children/young people/families/carers participate in the life of the Service in a range of ways.
- 3.3 The participation of children/young people/families/carers has made a difference to the way the Service is delivered.
- 3.4 The participation of children/young people/families/carers has made a difference to the way influencing on policy or practice locally or nationally is done.

## **4. COMPLAINTS**

The Service Provider will in addition to its obligations under clause 38 (Complaints) ensure that:

- 4.1 ensure that it has an effective and easy to use complaints procedure.
- 4.2 make it easy for children, young people, Service Users and their families to raise concerns.
- 4.3 ensure that the Complaints Procedure follows specified timescales and has informal and formal parts.
- 4.4 make information about the complaints procedure widely known and may include information about the Social Services Complaints Procedure under Section 26 of the Children Act.
- 4.4 ensure that a suitable person investigates all aspect of the complaint promptly, decides whether the complaint is upheld and recommend remedies to be carried out within a specified timescale. That same person should ensure the child or young person Service User gets feedback about the outcome of his/her complaint and knows what to do if he/she is dissatisfied with the outcome.
- 4.5 make sure that any solutions are put in place straight away or within a set timescale.

- 4.6 record all complaints, both formal and informal and analyses the data annually and ensure that lessons are learned from the analysis and action taken where necessary.
- 4.7 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.
- 4.8 assist the Council investigating a complaint by a Service User and participate in all complaint investigations within the timescales requested by the Council in accordance with SSCB procedures.
- 4.9 ensure that any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to the Council **Children and Young People's Directorate** by telephone and confirmed in writing as soon as reasonably practical but no later than five working days.
- 4.10 ensure that where a complaint is made against a member of the Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. The Council's Multi Agency Adult Protection Policies and Procedures or Local Safeguarding Children Board Procedures should be followed and strictly adhered to in any case of actual or suspected abuse in all such cases the Service Provider shall notify the Council's Commissioning and Procurement Team of any complaints and actions taken in individual cases and the nature of the complaint if it is from a Service User.

## **5. POLICIES, PROCEDURES AND GUIDANCE**

- 5.1 The Service Provider will ensure that it has appropriate policies, procedures and guidance in place for the provision of the Service and as a minimum on:
  - 5.1.1 Operational policies on the recruitment, management and training of Staff .
  - 5.1.2 Grievance and disciplinary procedures.
  - 5.1.3 Health and Safety Policy
  - 5.1.4 Confidentiality record keeping and security policy.
  - 5.1.5 Lone/out of hours working policy.
  - 5.1.7 Risk Management policy and procedure.
  - 5.1.8 Complaints Policy
- 5.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Council's Safeguarding Children's Board Procedures and the Whistleblowing Policy
- 5.3 The Service Provider will ensure that all Staff have seen copies of the policies and procedures listed above in 5.1 and 5.2 (that are relevant to their duties and responsibilities) and sign a form (which will be held on their Staff file) which indicates that they have seen read and understood them

## **6. STAFF AND TRAINING**

The Service Provider will ensure that:

- 6.1 all Staff are trained to do their job to a high standard and will access the appropriate and required training offered by the Council.
- 6.2 all Staff have clear job descriptions and person specifications and are sufficiently skilled with the required knowledge experience and training to undertake the role.
- 6.3 all Staff understand service structure, lines of accountability, policies and procedures and how their role is to be carried out and the responsibilities and outcomes for Service Users are achieved.
- 6.4 all Staff working in the Service with direct contact with Service Users undergo an enhanced search by the Disclosure and Barring Service (DBS)

- 6.5 it follows guidance issued by the DBS as to the level of disclosure required for each staff post and ensure that the code of practice for the DBS is strictly adhered to.
- 6.6 it keeps itself informed of and complies with all current legislation regarding the vetting and barring of Staff in particular the Safeguarding Vulnerable Groups Act 2006
- 6.7 the identity of all Staff will be verified prior to employment as will the authenticity of qualifications.
- 6.8 in the event of agency staff being used the Service Provider must ensure that the Agency has carried out thorough checks, including references and DBS clearance and that those staff are suitably skilled and trained to deliver the service.
- 6.9 conditions of service, salaries, taxes, National Insurance and all levies of any kind relating to the employment of persons employed by the Service Provider.
- 6.10 it notifies the Council of any of its Staff whose conduct places a Service User at risk or might bring the Council into disrepute and will ensure that they are the subject of immediate investigation by the Service Provider and dealt with to the satisfaction of the Council which might direct that the employee be removed from activities or the provision of the Service.

## **7 RECORD KEEPING**

- 7.1 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.
- 7.2 Information recorded in respect of each Service User will meet regulatory standards in the case of regulated Services. Non statutory Services will ensure that essential records are kept regarding the support of all Service Users including identifying data, referral and allocation documents, support plans and service commencement date and termination date.
- 7.3 A register of all Staff must be maintained which should include the following information
  - 7.3.1 name, address and telephone number
  - 7.3.2 position held and hours worked
  - 7.3.3 emergency contact - name, address and telephone number
  - 7.3.4 date of issue of identification and retrieval if appropriate
  - 7.3.5 recruitment details including references, evidence of DBS disclosure and interview
  - 7.3.6 induction and training records
  - 7.3.7 copies of training certificates and qualifications
- 7.4 The Service Provider will ensure that each member of Staff are made aware that their files (with their permission) may be inspected by officers of the Council for the purpose of monitoring
- 7.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
  - 7.5.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and should 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.
  - 7.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 40 days whilst considering the interest of any third party information which can only be given with the third party's permission.
  - 7.5.3 When the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible.

- 7.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
- 7.5.5 It has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly updated.
- 7.5.6 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
- 7.5.7 Confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 7.5.8 Staff contracts explicitly mention confidentiality and disclosure issues
- 7.5.9 The flows of Service User information are reviewed
- 7.5.10 Information collections have a named owner (member of Staff) who is responsible for protecting access
- 7.5.11 Confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
- 7.5.12 Protocols governing the sharing of Service User information with other organisations is agreed and understood
- 7.5.13 A named individual is appointed who will have responsibility for data security
- 7.5.14 It has a programme to review typical risks regarding Service Users identifiable information
- 7.5.15 Incidents involving security breaches are anticipated and dealt with appropriately
- 7.5.16 Security issues are monitored and reported
- 7.5.17 Passwords are used to safeguard information held on computer regarding the Service
- 7.5.18 Only authorised persons have access to information and only if they need it to carry out their roles.
- 7.5.19 If it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

## **SCHEDULE 4 : FINANCE**



## SCHEDULE 5 [OPTIONAL - VERSION A]

### TUPE

*[TUPE clause for use where Council employees are transferring to the new contractor at the commencement of the contract; also covers employees who are potentially transferring at the start of the contract and potentially also at the end]*

*Note that staff employed by the service provider at the time the contract expires will potentially have the right to transfer to a new provider if upon the expiry of the contract it is awarded to someone other than the existing provider]*

#### 1. Definitions and Interpretation:

The definitions and rules of interpretation in this Schedule apply in this Contract:

**Admission Agreement:** the agreement to be entered into in accordance with regulation 3 of the Local Government Pension Scheme Regulations 2013, as amended, by the Administering Authority, the Council and the Service Provider or Sub-Contractor, as appropriate in the Administering Authority's standard form

**Administering Authority:** means Shropshire Council

**Appropriate Pension Provision:** in respect of Eligible Employees, either:  
(a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or  
(b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of their Legacy Scheme.

**Bond:** the bond to be executed in the Council's standard form to the value of [VALUE] under paragraph 5.4.

**Service Provider's Final Staff List:** the list of all the Service Provider's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.

**Service Provider's Provisional Staff List:** the list prepared and updated by the Service Provider of all the Service Provider's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list.

**Data Protection Legislation:** the Data Protection Act 1998, the 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 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Effective Date:** the date(s) on which the Services (or any part of the Services), transfer from the Council [or any Third Party Employer] to the Service Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date

on which the employees in question transferred or will transfer to the Service Provider or Sub-Contractor.

**Eligible Employees:**

(a) the Transferring Employees who are active members of (or are eligible to join) the LGPS or the TPS on the date of a Relevant Transfer including the Effective Date; and/or

(b) the Third Party Employees who are former employees of the Council and who were active members of (or who were eligible to join) the LGPS or the TPS on the date of a previous Relevant Transfer of the Services.

**Employee Liability Information:** the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE:

(a) the identity and age of the employee;

(b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);

(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;

(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor;

(e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

**Employment Liabilities:** All claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

**Legacy Scheme:** the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

**LGPS:** Local Government Pension Scheme

**LGPS Regulations:** the Local Government Pension Scheme Regulations 2013 (SI 2013/2356)

**Redundancy Costs:** statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Service Provider to the Redundant Transferring Employees, but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination.

**Redundant Transferring Employees:** Transferring Employees whom the Service Provider has dismissed following a lawful redundancy within [NUMBER] months of the Effective Date.

**Relevant Employees:** those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider by virtue of the application of TUPE.

**Relevant Transfer:** a relevant transfer for the purposes of TUPE.

**Replacement Services:** any services that are fundamentally the same as any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Council internally or by any Replacement Service Provider.

**Replacement Service Provider:** any third party supplier of Replacement Services appointed by the Council from time to time.

**Service Transfer Date:** the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-Contractor to the Council or any Replacement Service Provider.

**Staffing Information:** in relation to all persons detailed on the Service Provider's Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.

**Sub-Contractor:** the contractors or Service Providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council.

**Third Party Employees:** employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Service Provider or Sub-Contractor by virtue of the application of TUPE. An indicative list of the Third Party Employees, as at the date of execution of the Agreement, is attached at [Appendix \[2\]](#). [DELETE IF NOT APPLICABLE]

**Third Party Employer:** a Service Provider engaged by the Council to provide [some of the] Services to the Council before the Effective Date and whose employees will transfer to the Service Provider on the Effective Date.

**TPS:** means the Teachers' Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;

**Transferring Employees:** employees of the Council whose contracts of employment transfer with effect from the Effective Date to the Service Provider by virtue of the application of TUPE. A list of the Transferring Employees, as at the date of execution of the Agreement, is attached at [Appendix\[1\]](#).

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

## **2. TRANSFER OF EMPLOYEES TO THE SERVICE PROVIDER ON THE EFFECTIVE DATE**

- 2.1 The Council and the Service Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Employees [and Third Party Employees] shall transfer to the Service Provider or Sub-Contractor. The Service Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under TUPE. The [first] Relevant Transfer shall occur on the [Effective Date OR [DATE]].
- 2.2 The Council shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Effective Date. The Council shall provide and, where necessary, update the Employee Liability Information for the Transferring Employees to the Service Provider, as required by TUPE. The Council shall warrant that such information is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed.
- 2.3 Subject to paragraph 2.4, the Council shall indemnify and keep indemnified the Service Provider against any losses, except indirect losses incurred by the Service Provider or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Council in relation to any Transferring Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Service Provider or any relevant Sub-Contractor's failure to comply with regulation 13 of TUPE) and any such claim is not in connection with the transfer of the Services by virtue of TUPE on the Effective Date.
- 2.4 The Service Provider shall be liable for and indemnify and keep indemnified the Council [and any Third Party Employer] against any Employment Liabilities arising from or as a consequence of:
- (i) any proposed changes to terms and conditions of employment the Service Provider or Sub-Contractor may consider taking on or after the Effective Date;
  - (ii) any of the employees informing the Council [and any Third Party Employer] they object to being employed by the Service Provider or Sub-Contractor; and
  - (iii) any change in identity of the Transferring Employees' [and Third Party Employees'] employer as a result of the operation of TUPE or as a result of any proposed measures the Service Provider or Sub-Contractor may consider taking on or after the Effective Date.
- 2.5 The Service Provider shall be liable for and indemnify and keep indemnified the Council [and any Third Party Employer] against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Employees, [the Third Party Employees], and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.
- 2.6 The Service Provider shall immediately on request by the Council [and/or the Third Party Employer] provide details of any measures that the Service Provider or any Sub-Contractor of the Service Provider envisages it will take

in relation to any Transferring Employees [and any Third Party Employees], including any proposed changes to terms and conditions of employment. If there are no measures, the Service Provider will give confirmation of that fact, and shall indemnify the Council [and any Third Party Employer] against all Employment Liabilities resulting from any failure by it to comply with this obligation.

### **3. EMPLOYMENT EXIT PROVISIONS**

- 3.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part (Subsequent Transfer). If a Subsequent Transfer is a Relevant Transfer then the Council or Replacement Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 3.2 The Service Provider shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this Contract or otherwise, on request from the Council and at such times as required by TUPE, provide in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Council, including information as to the application of TUPE to the employees. The Service Provider shall notify the Council of any material changes to this information as and when they occur.
- 3.3 At least 28 days prior to the Service Transfer Date, the Service Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Service Provider, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects. The Service Provider's Final Staff List shall identify which of the Service Provider's and Sub-Contractor's personnel named are Relevant Employees.
- 3.4 The Council shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any services that are substantially the same type of services as (or any part of) the Services.
- 3.5 The Service Provider warrants [and the Replacement Service Provider] that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information (the TUPE Information) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider's Final Staff List.
- 3.6 The Service Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 3.7 The Council regards compliance with this paragraph 3 as fundamental to the Contract. In particular, failure to comply with paragraphs 3.2 and 3.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 3.7 shall not exceed an amount equivalent to the Charges that would be payable in the [three] month period following the Service Provider's failure to comply with paragraphs 3.2 or 3.3, as the case may be.

- 3.8 Any change to the TUPE Information which would increase the total employment costs of the staff in the [six] months prior to termination of this Contract shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Service Provider shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.
- 3.9 In the [six] months prior to termination of this Contract, the Service Provider shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Service Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Council's prior written consent.
- 3.10 The Service Provider shall indemnify and keep indemnified in full the Council and each and every Replacement Service Provider against all Employment Liabilities relating to:
- (a) any person who is or has been employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services; or
  - (b) any trade union or staff association or employee representative arising from or connected with any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
- 3.11 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 3.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 3.2 to clause 3.11, to the extent necessary to ensure that any Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Service Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 3.13 Despite clause 3.12, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

#### **4. PENSIONS**

- 4.1 The Service Provider shall or shall procure that any relevant Sub-Contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Effective Date
- 4.2 The provisions of clause 4 and clause 5 and clause 6 shall be directly enforceable by an affected employee against the Service Provider or any relevant Sub-Contractor and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Service Provider or Sub-Contractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.

#### **5. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME**

- 5.1 Where the Service Provider or Sub-Contractor wishes to offer the Eligible Employees membership of the LGPS, the Service Provider shall or shall procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to have effect from and including the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. [The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate [and Bond value] in respect of any Eligible Employee who elects to join the LGPS [on or after] the Effective Date.]
- 5.2 For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the administering Council under the Admission Agreement, the Council shall ensure that the Eligible Employees' past service benefits accrued prior to the Effective Date are fully funded as at the Effective Date, as determined by the Fund's actuary.]
- 5.3 The Service Provider shall indemnify and keep indemnified the Council and/or any Replacement Service Provider and, in each case, their Service Providers, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Service Provider or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.
- 5.4 The Service Provider shall and shall procure that it and any Sub-Contractor shall prior to the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer, obtain any indemnity or Bond required in accordance with the Admission Agreement. [The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the value of the Bond or guarantee.]
- 5.5 The Service Provider shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council. The Service Provider shall be responsible for meeting all costs associated with the award of such benefits.

## **6. SERVICE PROVIDER PENSION SCHEME**

- 6.1 Where the Service Provider or Sub-Contractor does not wish to or is otherwise prevented from offering [all or some of] the Eligible Employees membership or continued membership of the LGPS or the TPS (as applicable), the Service Provider shall or shall procure that any relevant Sub-Contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. Such an occupational pension scheme must be:
- (a) established no later than [three months] prior to the date of the Relevant Transfer; and
  - (b) certified by the GAD as providing benefits that are broadly comparable to those provided by the Legacy Scheme,
- and the Service Provider shall produce evidence of compliance with this clause 6 to the Council prior to the date of the Relevant Transfer.
- 6.2 The Council's actuary shall determine the terms for bulk transfers from the LGPS or the TPS (as applicable) to the Service Provider's scheme following the Effective Date and any subsequent bulk transfers on termination or expiry of this Contract.
- 6.3 The Service Provider shall and shall procure that each relevant Sub-Contractor shall:



- (a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);
- (b) promptly provide to the Council such documents and information mentioned in paragraph 6.3(a) which the Council may reasonably request in advance of the expiry or termination of this Contract; and
- (c) fully cooperate (and procure that the trustees of the Service Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services on expiry or termination of the Contract.



**SCHEDULE 5 [OPTIONAL - VERSION B]**  
**TUPE**

*[Alternative TUPE clause for use where there are no Council employees transferring to the new contractor at the commencement of the contract BUT staff of the contractor may transfer to any new provider (or the Council if it takes the service back in-house) at the end of the term of the contract. If using this alternative clause, there is no need to include the following Appendices relating to Pension Admission Agreements, Bonds, Transferring Employees etc.]*

In this Schedule, the following definitions shall apply:

**Service Provider Personnel:** all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or any Sub-contractor engaged in the performance of the Service Provider's obligations under this Contract;

**Service Provider's Final Personnel List:** a list provided by the Service Provider of all Service Provider Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

**Service Provider's Provisional Personnel List:** a list prepared and updated by the Service Provider of all Service Provider Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Service Provider;

**Employee Liabilities:** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;

**Former Service Provider:** a Service Provider supplying services to the Council before the Relevant Transfer Date that are the same as or substantially similar to the

Services (or any part of the Services) and shall include any sub-contractor of such Service Provider (or any sub-contractor of any such sub-contractor);

**Relevant Transfer:** a transfer of employment to which the Employment Regulations applies;

**Relevant Transfer Date:** in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**Replacement Services:** any services which are the same as or substantially similar to the Services following the expiry or termination of Partial Termination of this Contract, whether those services are provided by the Council internally and/or by any third party;

**Replacement Service Provider:** any third party service provider of Replacement Services appointed by the Council from time to time (or where the Council is providing replacement Services for its own account, the Council);

**Replacement Sub-contractor:** a sub-contractor of the Replacement Service Provider to whom Transferring Service Provider Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

**Service Transfer:** any transfer of the Services (or any part of the Services), for whatever reason, from the Service Provider or any Sub-contractor to a Replacement Service Provider or a Replacement Sub-contractor;

**Staffing Information:** in relation to all persons identified on the Service Provider's Provisional Personnel List or Service Provider's Final Personnel List, as the case may be, such information as the Council may reasonably request (subject to all applicable provisions of the DPA 1998), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations

**Transferring Service Provider Employees:** those employees of the Service Provider and/or the Service Provider's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## **2. INTERPRETATION**

Where a provision in this Schedule imposes an obligation on the Service Provider to provide an indemnity, undertaking or warranty, the Service Provider shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Former Service Provider, Replacement Service Provider or Replacement Sub-contractor, as the case may be.

## **3. PROCEDURE IN THE EVENT OF TRANSFER**

- 3.1 The Council and the Service Provider agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Council and/or any Former Service Provider.
- 3.2 If any employee of the Council and/or a Former Service Provider claims, or it is determined in relation to any employee of the Council and/or a Former Service Provider, that his/her contract of employment has been transferred from the Council and/or the Former Service Provider to the Service Provider and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Service Provider shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council and, where required by the Council, give notice to the Former Service Provider; and
  - (b) the Council and/or the Former Service Provider may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Service Provider or the Sub-contractor (as appropriate) or take such other reasonable steps as the Council or Former Service Provider (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 3.3 If an offer referred to in clause 3.2(b) is accepted (or if the situation has otherwise been resolved by the Council and/or the Former Service Provider), the Service Provider shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 3.4 If by the end of the 15 Working Day period specified in clause 3.2(b):
- (a) no such offer of employment has been made;
  - (b) such offer has been made but not accepted; or
  - (c) the situation has not otherwise been resolved,
- the Service Provider and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

## **4. INDEMNITIES**

- 4.1 Subject to the Service Provider and/or the relevant Sub-contractor acting in accordance with the provisions of clause 3.2 to clause 3.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to clause 4.4, the Council shall:
- (a) indemnify the Service Provider and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Council referred to in clause 3.2 made pursuant to the provisions of clause 3.4 provided that the Service Provider takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - (b) procure that the Former Service Provider indemnifies the Service Provider and/or any Notified Sub-contractor against all Employee Liabilities arising out

of termination of the employment of the employees of the Former Service Provider made pursuant to the provisions of clause 3.4 provided that the Service Provider takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 4.2 If any such person as is described in clause 3.2 is neither re employed by the Council and/or the Former Service Provider as appropriate nor dismissed by the Service Provider and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.4 such person shall be treated as having transferred to the Service Provider and/or the Sub-contractor (as appropriate) and the Service Provider shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- 4.3 Where any person remains employed by the Service Provider and/or any Sub-contractor pursuant to clause 4.2, all Employee Liabilities in relation to such employee shall remain with the Service Provider and/or the Sub-contractor and the Service Provider shall indemnify the Council and any Former Service Provider, and shall procure that the Sub-contractor shall indemnify the Council and any Former Service Provider, against any Employee Liabilities that either of them may incur in respect of any such employees of the Service Provider and/or employees of the Sub-contractor.
- 4.4 The indemnities in clause 4.1:
- (a) shall not apply to:
    - (i) in any case in relation to any alleged act or omission of the Service Provider and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
    - (ii) any claim that the termination of employment was unfair because the Service Provider and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
  - (b) shall apply only where the notification referred to in clause 3.2(a) is made by the Service Provider and/or any Sub-contractor to the Council and, if applicable, Former Service Provider within six months of the Effective Date.

## **5. PROCUREMENT OBLIGATIONS**

Where in this schedule the Council accepts an obligation to procure that a Former Service Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former Service Provider contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Service Provider does or does not act accordingly.

## **6. PRE-SERVICE TRANSFER OBLIGATIONS**

- 6.1 The Service Provider agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
  - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
  - (c) the date which is 12 months before the end of the Term; and
  - (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA 1998, the Service Provider's Provisional Personnel List, together with the Staffing Information in relation to the Service Provider's Provisional Personnel

- List and it shall provide an updated Service Provider's Provisional Personnel List at such intervals as are reasonably requested by the Council.
- 6.2 At least 28 Working Days prior to the Service Transfer Date, the Service Provider shall provide to the Council or at the direction of the Council to any Replacement Service Provider and/or any Replacement Sub-contractor:
- (a) the Service Provider's Final Personnel List, which shall identify which of the Service Provider Personnel are Transferring Service Provider Employees; and
  - (b) the Staffing Information in relation to the Service Provider's Final Personnel List (insofar as such information has not previously been provided).
- 6.3 The Council shall be permitted to use and disclose information provided by the Service Provider under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Service Provider and/or Replacement Sub-contractor.
- 6.4 The Service Provider warrants, for the benefit of the Council, any Replacement Service Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.
- 6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Service Provider agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Service Provider's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Service Provider Personnel listed on the Service Provider Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
  - (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Service Provider Personnel (including any payments connected with the termination of employment);
  - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Service Provider Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Service Provider's Provisional Personnel List;
  - (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
  - (f) terminate or give notice to terminate the employment or contracts of any persons on the Service Provider's Provisional Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Service Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Service Provider or relevant Sub-contractor or received from any persons listed on the Service Provider's Provisional Personnel List regardless of when such notice takes effect.
- 6.6 During the Term, the Service Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:
- (a) the numbers of employees engaged in providing the Services;
  - (b) the percentage of time spent by each employee engaged in providing the Services; and

(c) a description of the nature of the work undertaken by each employee by location.

- 6.7 The Service Provider shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Service Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Service Provider Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Service Provider Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Service Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Service Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Service Provider's Final Personnel List who is a Transferring Service Provider Employee:
- (a) the most recent month's copy pay slip data;
  - (b) details of cumulative pay for tax and pension purposes;
  - (c) details of cumulative tax paid;
  - (d) tax code;
  - (e) details of any voluntary deductions from pay; and
  - (f) bank/building society account details for payroll purposes.

## **7. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 7.1 The Council and the Service Provider acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Service Provider and/or a Replacement Sub-contractor. Such change in the identity of the Service Provider of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Service Provider further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Service Provider and the Transferring Service Provider Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Service Provider and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Service Provider Employee.
- 7.2 The Service Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Service Provider Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Service Provider Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Service Provider and/or the Sub-contractor (as appropriate);



and (ii) the Replacement Service Provider and/or Replacement Sub-contractor.

- 7.3 Subject to clause 7.4, the Service Provider shall indemnify the Council and/or the Replacement Service Provider and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Service Provider Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- (a) any act or omission of the Service Provider or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
  - (b) the breach or non-observance by the Service Provider or any Sub-contractor occurring on or before the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or
    - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Service Provider Employees which the Service Provider or any Sub-contractor is contractually bound to honour;
  - (c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Service Provider or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on and before the Service Transfer Date; and
    - (ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider to the Council and/or Replacement Service Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on or before the Service Transfer Date;
  - (e) a failure of the Service Provider or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period up to (and including) the Service Transfer Date);
  - (f) any claim made by or in respect of any person employed or formerly employed by the Service Provider or any Sub-contractor other than a Transferring Service Provider Employee for whom it is alleged the Council and/or the Replacement Service Provider and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - (g) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Service Provider or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Service Provider to comply with regulation 13(4) of the Employment Regulations.
- 7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement

Service Provider and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Service Provider Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Service Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Service Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

7.5 If any person who is not a Transferring Service Provider Employee claims, or it is determined in relation to any person who is not a Transferring Service Provider Employee, that his/her contract of employment has been transferred from the Service Provider or any Sub-contractor to the Replacement Service Provider and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Council shall procure that the Replacement Service Provider shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Service Provider; and
- (b) the Service Provider may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Service Provider and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Service Provider or a Sub-contractor, the Council shall procure that the Replacement Service Provider shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15 Working Day period specified in clause 7.5(b) has elapsed:

- (a) no such offer of employment has been made;
  - (b) such offer has been made but not accepted; or
  - (c) the situation has not otherwise been resolved
- the Council shall advise the Replacement Service Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Service Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Service Provider shall indemnify the Replacement Service Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Service Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

- (a) shall not apply to:
  - (i) in any case in relation to any alleged act or omission of the Replacement Service Provider and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or



- sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
- (ii) any claim that the termination of employment was unfair because the Replacement Service Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Service Provider and/or Replacement Sub-contractor to the Service Provider within six months of the Service Transfer Date.
- 7.10 If any such person as is described in clause 7.5 is neither re-employed by the Service Provider or any Sub-contractor nor dismissed by the Replacement Service Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Service Provider Employee and the Replacement Service Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 7.11 The Service Provider shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Service Provider Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- (a) the Service Provider and/or any Sub-contractor; and
  - (b) the Replacement Service Provider and/or the Replacement Sub-contractor.
- 7.12 The Service Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Service Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Service Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Service Provider and/or Replacement Sub-contractor, shall promptly provide to the Service Provider and each Sub-contractor in writing such information as is necessary to enable the Service Provider and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 7.13 Subject to clause 7.14, the Council shall procure that the Replacement Service Provider indemnifies the Service Provider on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Service Provider Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee) arising from or as a result of:
- (a) any act or omission of the Replacement Service Provider and/or Replacement Sub-contractor;
  - (b) the breach or non-observance by the Replacement Service Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or

(ii) any custom or practice in respect of any Transferring Service Provider Employees which the Replacement Service Provider and/or Replacement Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Replacement Service Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Replacement Service Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Service Provider Employees on or after their transfer to the Replacement Service Provider or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Service Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Replacement Service Provider or Replacement Sub-contractor to, or in respect of, any Transferring Service Provider Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Service Provider in writing;

(f) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

(i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and

(ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider or Sub-contractor, to the Replacement Service Provider or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date;

(g) a failure of the Replacement Service Provider or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Replacement Service Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

**7.14** The indemnities in clause 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Service Provider and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Service Provider and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

Please complete this Agreement using pdf “version 6 with options – Oct 2015” as guidance.

**Schedule 6**  
**Outcomes/Performance Indicators**

Please complete this Agreement using pdf “version 6 with options – Oct 2015” as guidance.

## **SCHEDULE 7**

### **Safeguarding**

Shropshire Safeguarding Children’s Board (SSCB) has defined procedures aimed at all those working (including volunteers) in SSCB partner agencies and in private, voluntary or community sector organisations with responsibilities for children and young people (“children”) living in Shropshire.

The SSCB procedures have been written so that they are consistent with Working Together (2015) and to be part of the wider goal of improving the overall wellbeing of children. They focus on the ‘Staying Safe’ outcome and provide a framework for an integrated approach to safeguarding children from harm.

- 1. To fulfill their commitment to safeguard and promote the welfare of children, all organisations that provide services for children need to have the following in place (and provide evidence to the Council if requested to do so):**
  - i) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
  - ii) A clear commitment by senior management to the importance of safeguarding and promoting children’s welfare;
  - iii) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children; roles and accountability for taking action and reporting internally and between agencies is properly defined and understood by those involved
  - iv) Recruitment and human resources management procedures that take account of the need to safeguard and promote the welfare of children, including safe recruitment policies and practices, including enhanced Disclosure and Barring Service (DBS) checks, for all staff, including agency staff, students and volunteers, working with children (as per the guidance of the Disclosure and Barring Service DBS).
  - v) Procedures for dealing with allegations of abuse against members of staff and volunteers;
  - vi) Arrangements to ensure that all staff receive supervision and undertake appropriate training to equip them to carry out their responsibilities effectively, and keep this up to date by refresher training at regular intervals; and that all staff, including temporary staff and volunteers who work with children, are made aware of the establishment’s arrangements for safeguarding and promoting the welfare of children and their responsibilities for that
  - vii) Policies to safeguard and promote the welfare of children including a child protection policy, and procedures that are in accordance with Shropshire’s Safeguarding Children Board procedures;
  - viii) Their own complaints procedure for Service Users;

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- ix) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children, including arrangements for sharing information;
- x) Culture of listening to and engaging in dialogue with children and seeking their views in ways appropriate to their age and understanding, and taking account of those both in individual decisions and the establishment or development of services; and,
- xi) Appropriate whistle blowing procedures and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed

**2. All Staff who work with children, families and Service Users should be able to:**

- i) Understand the risk factors and recognise children in need of help including Early Help and/or safeguarding
- ii) Recognise the needs of parents who may need extra help in bringing up their children, and know where to refer for help;
- iii) Recognise the risks of abuse to an unborn child;
- iv) Contribute to enquiries from other professionals about a child and their family or carers;
- v) Liaise closely with other agencies including other health professionals
- vi) Plan and respond to the needs of children and their families, particularly those who are vulnerable
- vii) Contribute to planning support for children at risk of Significant Harm e.g. children living in households with domestic violence, parental substance misuse;
- viii) Help ensure that children who have been abused and parents under stress (e.g. who have mental health problems) have access to services to support them;
- ix) Play an active part, through the Child Protection Plan, in safeguarding children from Significant Harm;
- x) As part of generally safeguarding children and young people, provide ongoing promotional and preventative support through proactive work with children, families and expectant parents

**3. The Service Provider will adhere to Shropshire’s Safeguarding Children’s Board Procedures which means that the following situations will need to be reported appropriately:**

- i) Situations where children or young people are thought to be at risk of significant harm need to be reported to COMPASS and to the Providers Service Manager.

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- (ii) Situations where there is a concern about a vulnerable adult need to be reported to COMPASS and to the Service Provider’s service manager.
- iii) Situations where there are safeguarding concerns about Service Provider staff or volunteers need to be reported by the Service Provider to the Council’s Designated Officer, COMPASS and the Commissioner.

**COMPASS :**  
**0345 678 9021**  
**0345 678 9040 (after 5pm or weekends)**

4. The Service Provider must ensure that it follows the guidance of the Disclosure and Barring Service (DBS) and complies with the requirements of the Shropshire Safeguarding Children’s Board and shall ensure that it undertakes enhanced disclosure DBS checks prior to its Staff volunteers or other persons under its control commencing work on the Services to be provided to the Council and shall monitor the level and validity of the checks for each member of Staff, volunteer or other person under its control during the term of this C

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**Appendix 1**

List of Transferring Employees

**Appendix 2**

List of Third Party Employees

**Appendix 3**

Admission Agreement

**Appendix 4**

Bond Document

Please complete this Agreement using pdf “version 6 with options – Oct 2015” as guidance.

Appendix 5

**Tender and Tender Response Document**



Please complete this Agreement using pdf “version 6 with options – Oct 2015” as guidance.

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

Signed by and on behalf of  
**Shropshire Council**

..... **Corporate Head of Legal & Democratic Services**

..... **Legal Services Manager People/Places**

SIGNED by an authorised signatory on behalf of the SERVICE PROVIDER	Signature:.....
	Print Name:.....
	Position:.....
SIGNED by an authorised signatory on behalf of the SERVICE PROVIDER	Signature:.....
	Print Name:.....
	Position:.....

## CMCV 024 – AUTISM SUPPORT (CHILDREN'S SERVICES)

### Confidentiality Undertaking Regarding TUPE

[Date] 2017

[NAME]

Your ref: \*

Our ref: \* **CMCV 024**

Dear Bidder

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

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

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

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

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

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

**DATED THIS DAY OF**

**Signature (as in Form of Tender)**

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

Please return to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), Procurement & Contracts Team,  
Shropshire Council, Shirehall, Abbey Foregate, SY2 6ND



# **Tender Response Document**

## **CMCV 024 – Autism Support (Children’s Services)**

Name of TENDERING  
ORGANISATION  
(please insert)

**Autism West Midlands**

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

## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Early Help, preventative support for families with children (0-18<sup>th</sup> birthday) who present autistic / ADHD traits

Provides information, advice and support to individuals and groups of children, parents and SEND professionals.

Outcomes:

- Children and young people have improved understanding of their condition, develop better self- management skills and are better prepared for adulthood.
- Parents and carers have improved understanding of the condition and develop better parenting skills and more resilience and confidence.
- Professional and VCS workers who support such children and young people have improved understanding of the condition and develop better support skills.

Contracts start on 1 July 2017

Contracts end on 31 March 2019

Initial contract period: 1 years and 9 months

Optional extension period of 2 years.

Maximum funds = £102,243 per year

**Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/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 also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (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.
4. 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
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A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	13
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B Part 2 Section 3	Grounds for Discretionary Exclusion	19
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### **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: Applicants' financial information 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.

Section7/ Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 50% (500 marks)</b>		
Q X	Price	50 / 500 max marks
<b>Total for price</b>		<b>50 / 500 max marks</b>
<b>Quality 50% (500 marks)</b>		
Q 1	Organisational suitability	4 / 40 max marks
Q 2	Service model	6 / 60 max marks
Q 3a	Meeting outcomes	6 / 60 max marks
Q 3b	Reporting outcomes	6 / 60 max marks
Q 4	Prioritisation	6 / 60 max marks
Q 5	Working with families	6 / 60 max marks
Q 6	Engagement & development	6 / 60 max marks
Q 7	Promoting health	6 / 60 max marks
Q 8	Social value	4 / 40 max marks
<b>Total for quality</b>		<b>50 / 500 max marks</b>

### **Quality Questions/ Scoring Scheme**

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

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	

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

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

Please note that some responses require a minimum score of 6. Any tender scoring less than 6 will be excluded from further evaluation.

### **Evaluation and scoring**

- We will score each tender, with price representing 50% and quality representing 50% of the overall marks.

#### **Quality Evaluation and Scoring**

- Quality evaluation and scoring: The tender receiving the highest mark for overall Quality Criteria will receive the maximum mark for quality being 500. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

#### **Price Evaluation and Scoring**

- Price evaluation and scoring: The most competitively priced tender will receive the maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.
- The total cost figure per year will be used to assess price.



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

Form of Tender

**Shropshire Council**

Tender for Autism Support (Children's 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 Autism Support (Children's 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.

Signature

Name

Date

10/3/17

Designation

CHIEF EXECUTIVE

Company: Autism West Midlands

Address: Regent Court, George Rd, Edgbaston Birmingham. Post Code: B15 1NU

Tel No: 0121 450 7582

Fax No .....

E-mail address

Web address: [www.autismwestmidlands.org.uk](http://www.autismwestmidlands.org.uk)

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

Non-Canvassing Certificate

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

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

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

Signed (1)

Status CHIEF EXECUTIVE

Signed (2)

Status DIRECTOR OF FINANCE & RESOURCES

(For and on behalf of AUTISM WEST MIDLANDS)

Date 10/3/17

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

Status

CHIEF EXECUTIVE

Signed

Status

Director of Financial Resources

(For and on behalf of

AUTISM WEST MIDLANDS)

Date

10/3/17

#### 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?

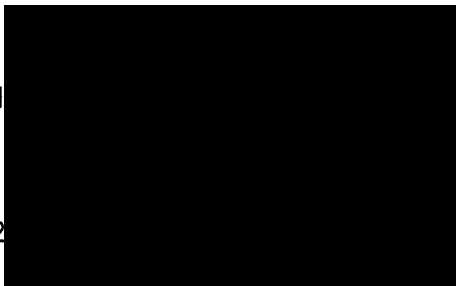
Yes / No

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 <u>CHIEF EXECUTIVE</u>
Signed (2)		Status <u>DIRECTOR OF FINANCE &amp; RESOURCES</u>
(For and on behalf of <u>AUTISM WEST MIDLANDS</u> )		
Date <u>10/3/17</u>		

## **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](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. 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 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.

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.
6. This means that All sub-contractors are required to complete Part 1 and Part 2.
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.

<sup>1</sup> 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)	<p>Full name of the potential supplier submitting the information</p> <p>Contact person responsible for this bid</p> <p>Telephone number</p> <p>Email</p>	<p>Autism West Midlands Shropshire Richmond House Rutland Harlescott Grange SY1 3QG <b>Service Manager:</b> [REDACTED] Tel: 01743 250 962 Email: [REDACTED]</p>
1.1(b) – (i)	Registered office address (if applicable)	<p>Autism West Midlands Regent Court George Rd Edgbaston Birmingham B15 1NU Tel: 0121 450 7582</p>
1.1(b) – (ii)	Registered website address (if applicable)	<a href="http://www.autismwestmidlands.org.uk">www.autismwestmidlands.org.uk</a>
1.1(c)	<p>Trading status</p> <p>a) public limited company</p> <p>b) limited company</p> <p>c) limited liability partnership</p> <p>d) other partnership</p> <p>e) sole trader</p> <p>f) third sector</p> <p>g) other (please specify your trading status)</p>	f) Registered Charity
1.1(d)	Date of registration in country of origin	1985
1.1(e)	Company registration number (if applicable)	1953344 (England & Wales)
1.1(f)	Charity registration number (if applicable)	517077
1.1(g)	<b>Head office DUNS number (if applicable)</b>	
1.1(h)	<b>Registered VAT number</b>	N/A
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member	No <input type="checkbox"/>

	state where it is established?	<b>N/A</b>
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?	<b>No</b>
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.	Autism West Midlands Shropshire Family Services
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	<b>N/A</b>
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sub>2</sub> ?	<b>YES</b>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sub>3</sub> - 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)	<b>N/A</b>
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)	<b>N/A</b>
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable)	<b>N/A</b>



	- Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
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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](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?	<b>No</b> 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)	Autism West Midlands			
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.	N/A			
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> N/A 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.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				

	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of 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	Autism West Midlands
1.3(c)	Role in organisation	Chief Executive Officer
1.3(d)	Phone number	0121 450 7582
1.3(e)	E-mail address	
1.3(f)	Postal address	Autism West Midlands Regent Court George Rd Edgbaston Birmingham B15 1NU
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	10 March 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><b>Regulations 57(1) and (2)</b>            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.	<b>No</b> If Yes please provide details at 2.1(b)
	Corruption.	<b>No</b> If Yes please provide details at 2.1(b)
	Fraud.	<b>No</b> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	<b>No</b> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	<b>No</b> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	<b>No</b> 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.	N/A
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)	N/A
2.3(a)	<p><b>Regulation 57(3)</b>            Has it been established, for your organisation by a judicial or administrative</p>	<b>No</b>

	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?	
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.	N/A

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><b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this 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?	<b>No</b> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	<b>No</b> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	<b>No</b> 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?	<b>No</b> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	<b>No</b> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting	<b>No</b> If yes please provide details at 3.2

	competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	<b>No</b> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	<b>No</b> 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?	<b>No</b> 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.	<b>No</b> If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	<b>No</b> 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.	<b>No</b> 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.	<b>No</b> 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	<b>N/A</b>

## 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.	<b>Yes</b>
	(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.	<b>N/A</b>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<b>N/A</b>
	(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).	<b>N/A</b>
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.	<b>Yes</b>

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: <b>N/A</b>	
Name of organisation		
Relationship to the Supplier completing these questions		

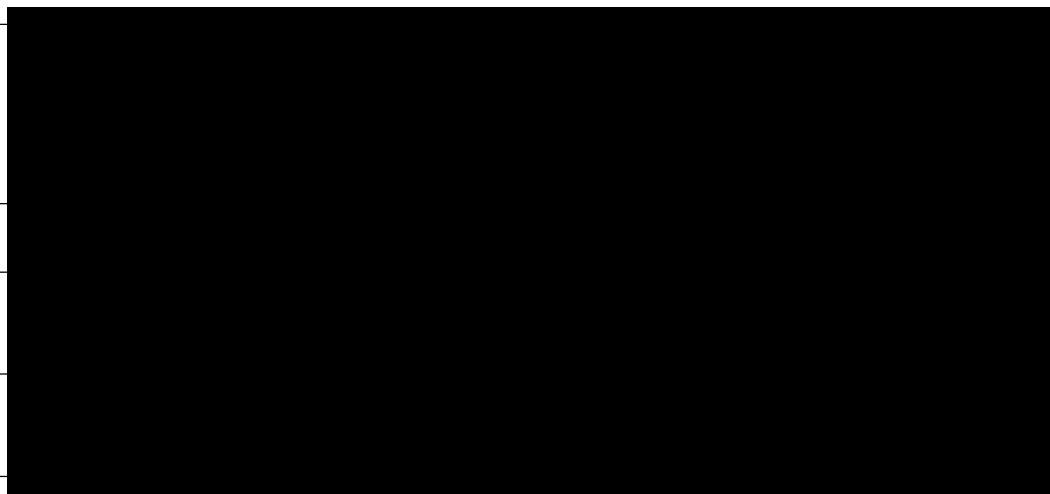
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would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

Section 6	<b>Technical and Professional Ability</b>
6.1	<p><b>Relevant experience and contract examples</b></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 samples 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>

For applications	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address Telephone number			
Description of contract			

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Contract Start date
Contract completion date
Estimated contract value



For applications	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address Telephone number			
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>



	N/A
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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.
	N/A

Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
	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"/> No <input checked="" 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 ... <b>N/A</b> 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: <b>Yes</b>

	Employer's (Compulsory) Liability Insurance = £5,Million  Public Liability Insurance = £5Million  *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.
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8.2	<b>Skills and Apprentices 4 –</b>	
a.	Please confirm whether you will be supporting apprenticeships and skills development through this contract.	<b>No</b>
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?	<b>No</b>

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](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)?	<b>No</b>
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>	<b>No</b>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other	<input type="checkbox"/> Yes <b>N/A</b>

	organisations?	<input type="checkbox"/> No
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#### 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 the 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.	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?	N/A

#### 8.5 – Health & Safety


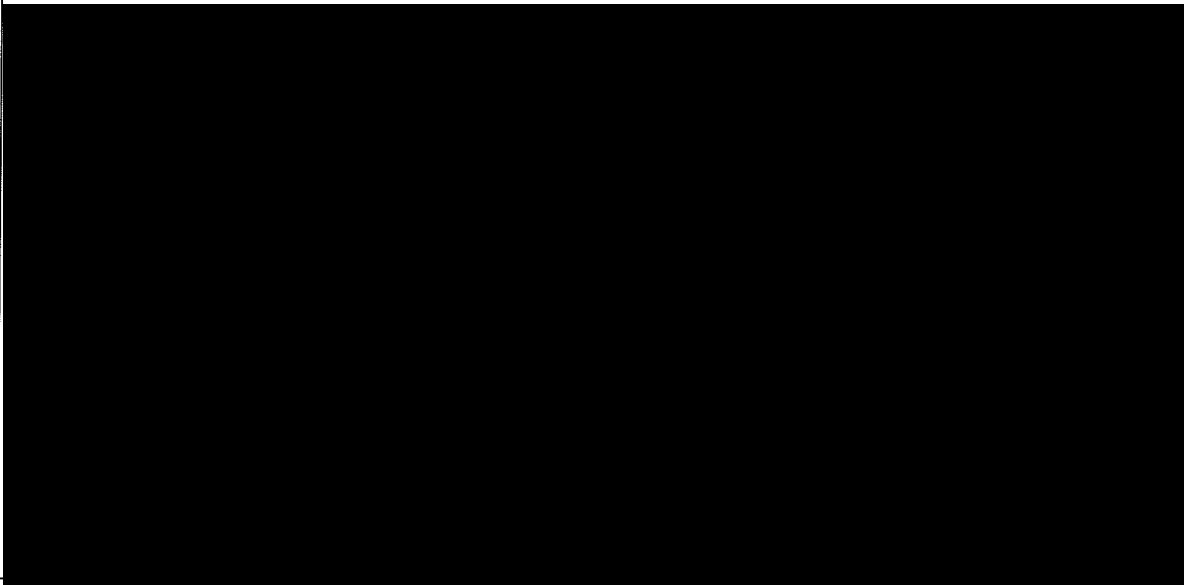
1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or 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.	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 N/A <input type="checkbox"/> No

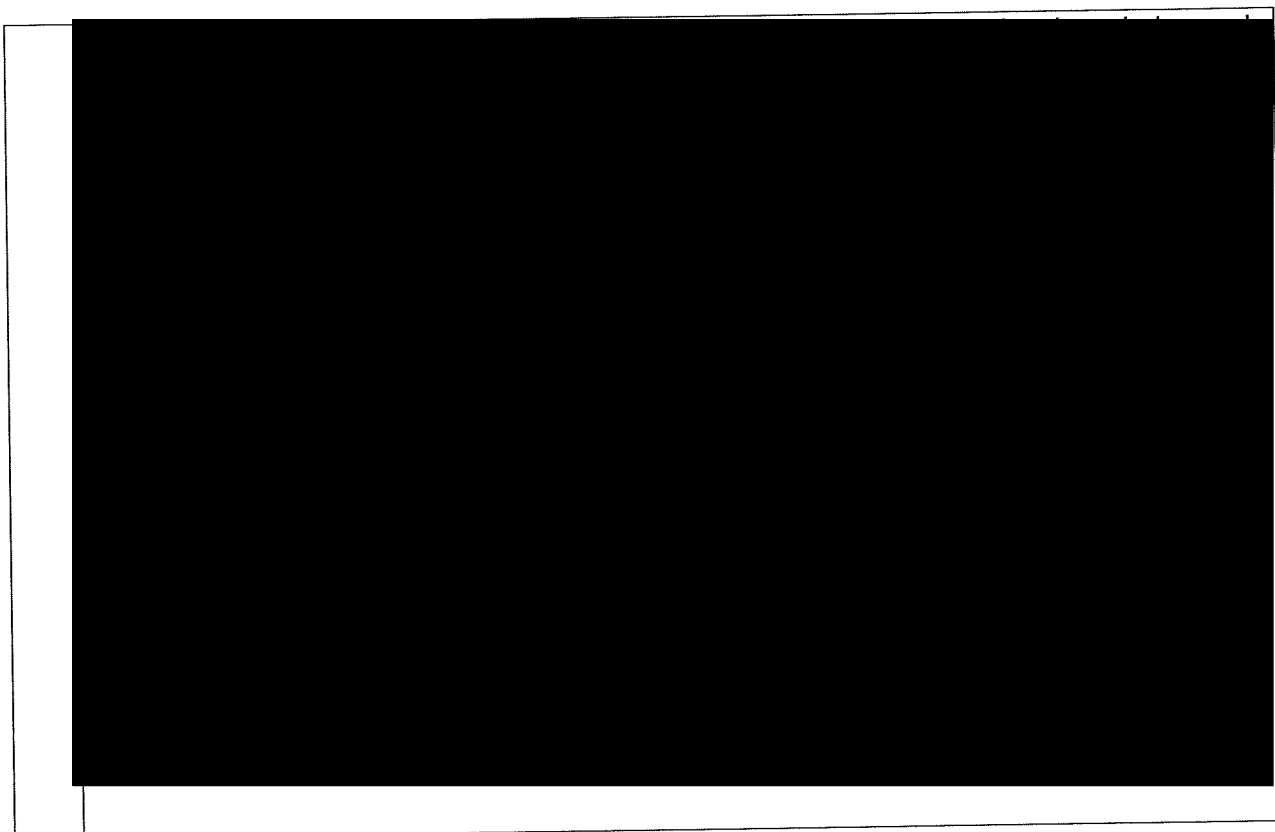
#### 8.6 Safeguarding of adults and children

(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></p> <p>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/">http://www.safeguardingshropshireschildren.org.uk/scb/</a></p>
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	<p>"West Midlands Adult Safeguarding Policy &amp; Procedures"  <a href="https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf">https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</a></p> <p><i>We need to ensure all companies who work with Shropshire Council are clear about our safeguarding expectations and are committed to implementing local safeguarding procedures. We 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  <b>YES</b>          Enclosed  <b>YES</b></p>
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 implementing the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a>          Shropshire Council's approach to adult protection  <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p><b>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</b></p> <p>Signe </p> <p>Status... <del>As</del> <b>Care Executive</b></p> <p>(For and on behalf of Autism West Midlands)</p> <p>Date <b>10/3/17</b></p>	
4	<p>Describe how your organisation will ensure that all your workers will meet the requirement in section 8.6.3 (pass / fail)</p> 	



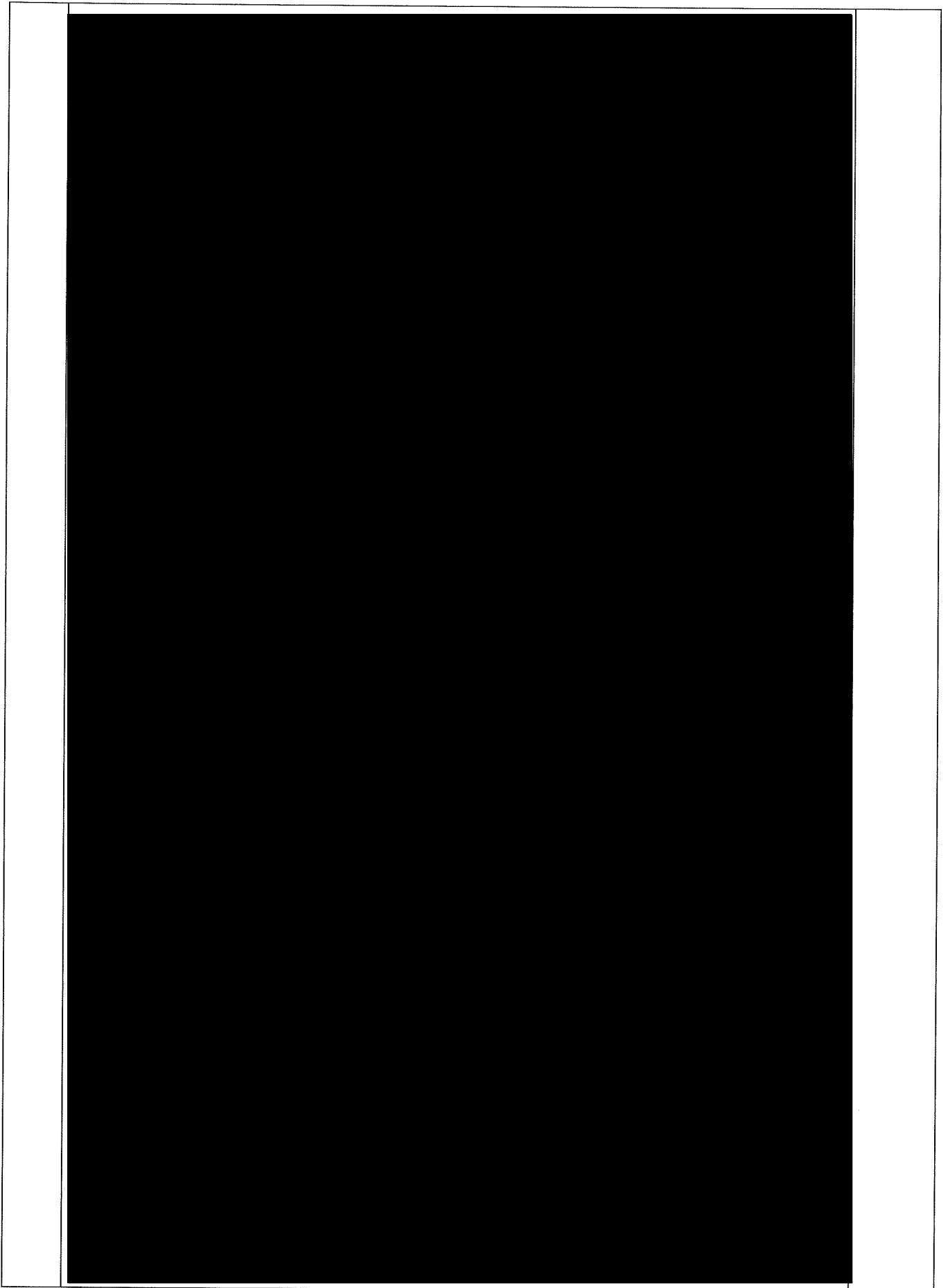
8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited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

☒

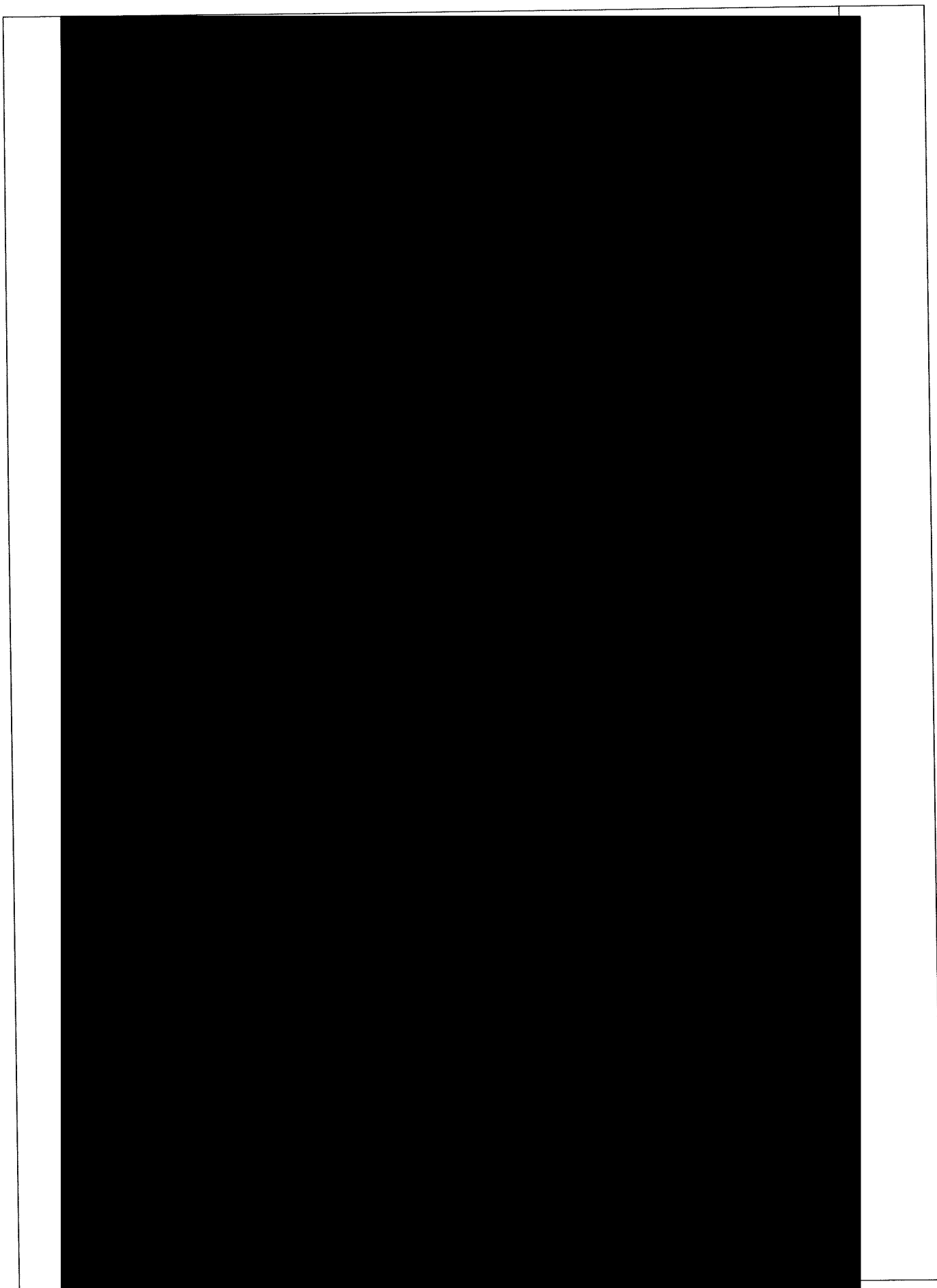
## **SECTION C – TENDER SCHEDULE**

**Note: Some responses will need to achieve a minimum score of 6**  
**ITT = Invitation to Tender**

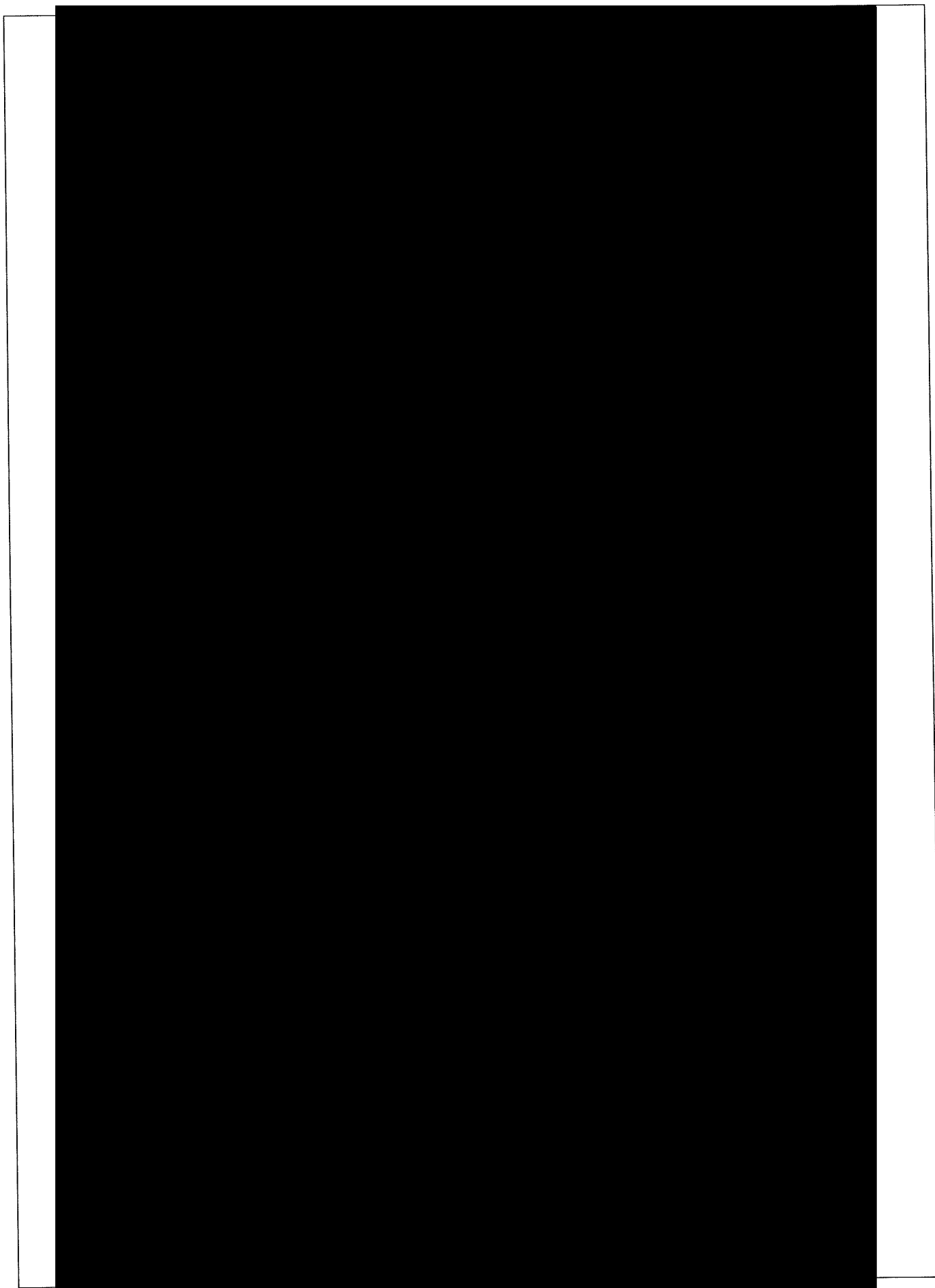
	Quality Schedule	Max marks
1	<p data-bbox="236 253 1321 432">Please set out below why you feel your organisation is well placed to undertake this specific contract in our area. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to demonstrate that your organisation has the relevant knowledge, skills and experience to deliver this specific service in Shropshire (maximum 1500 words).</p> <div data-bbox="215 454 1385 2045" style="background-color: black; width: 100%; height: 710px;"></div>	40

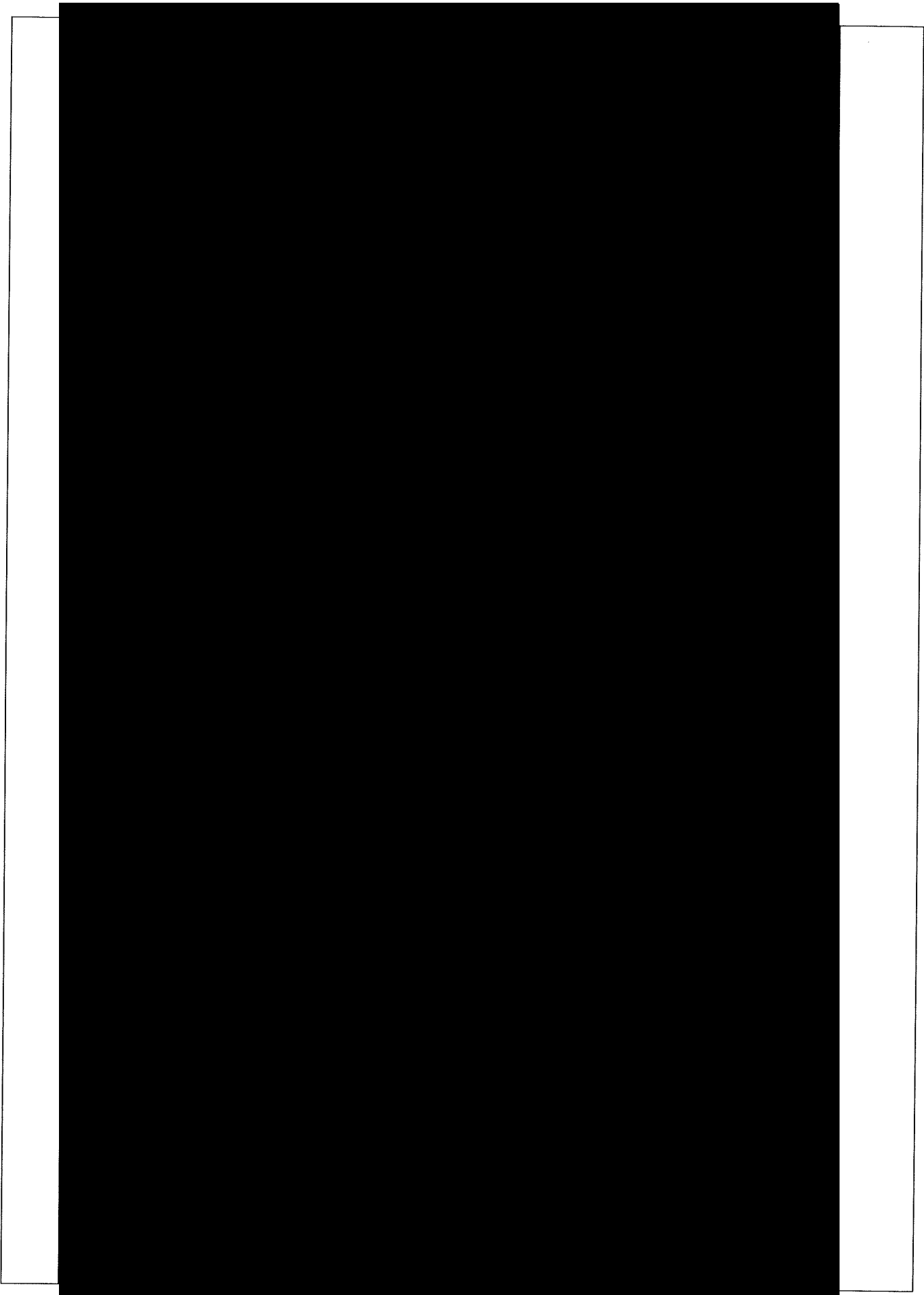


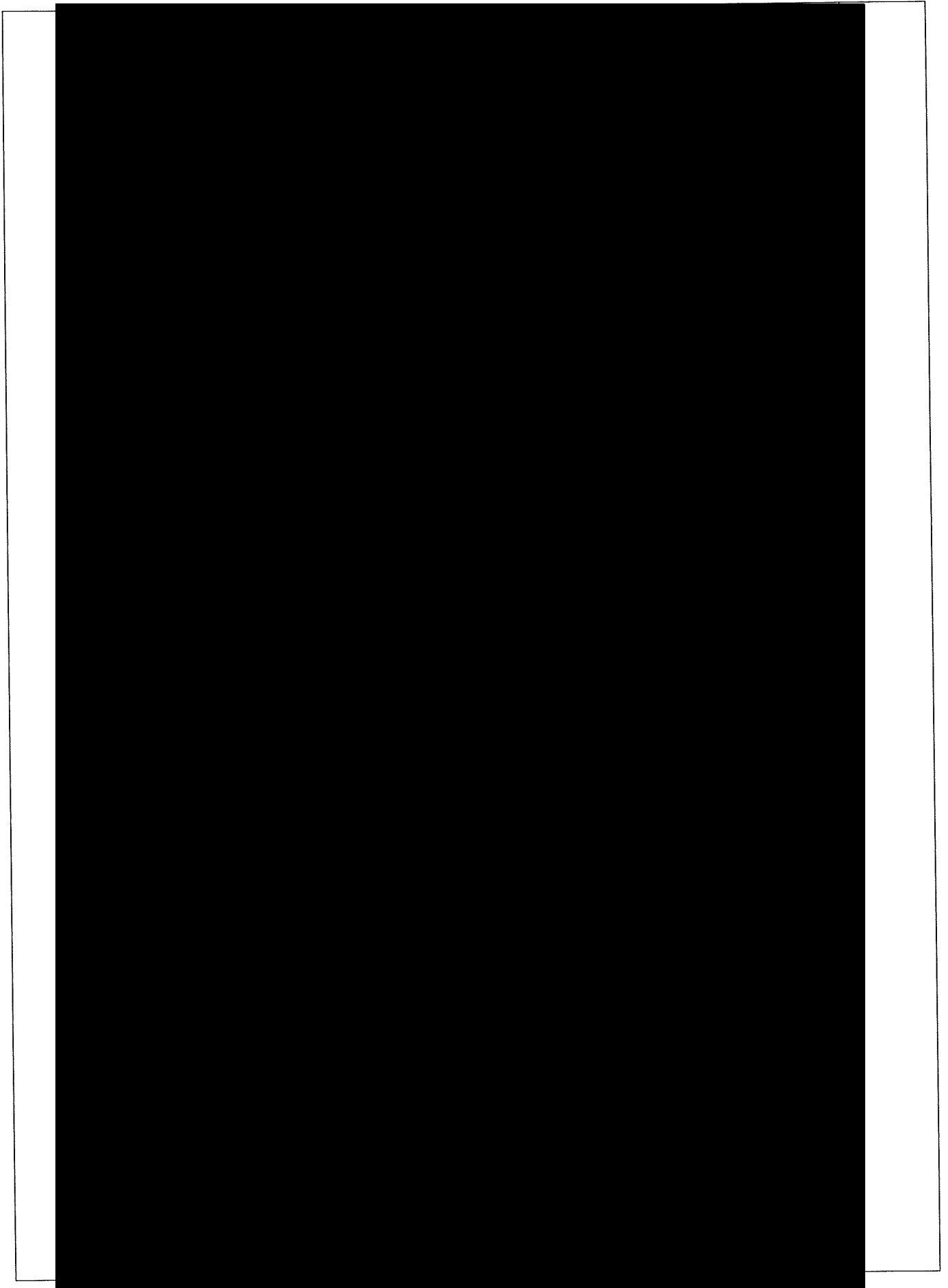




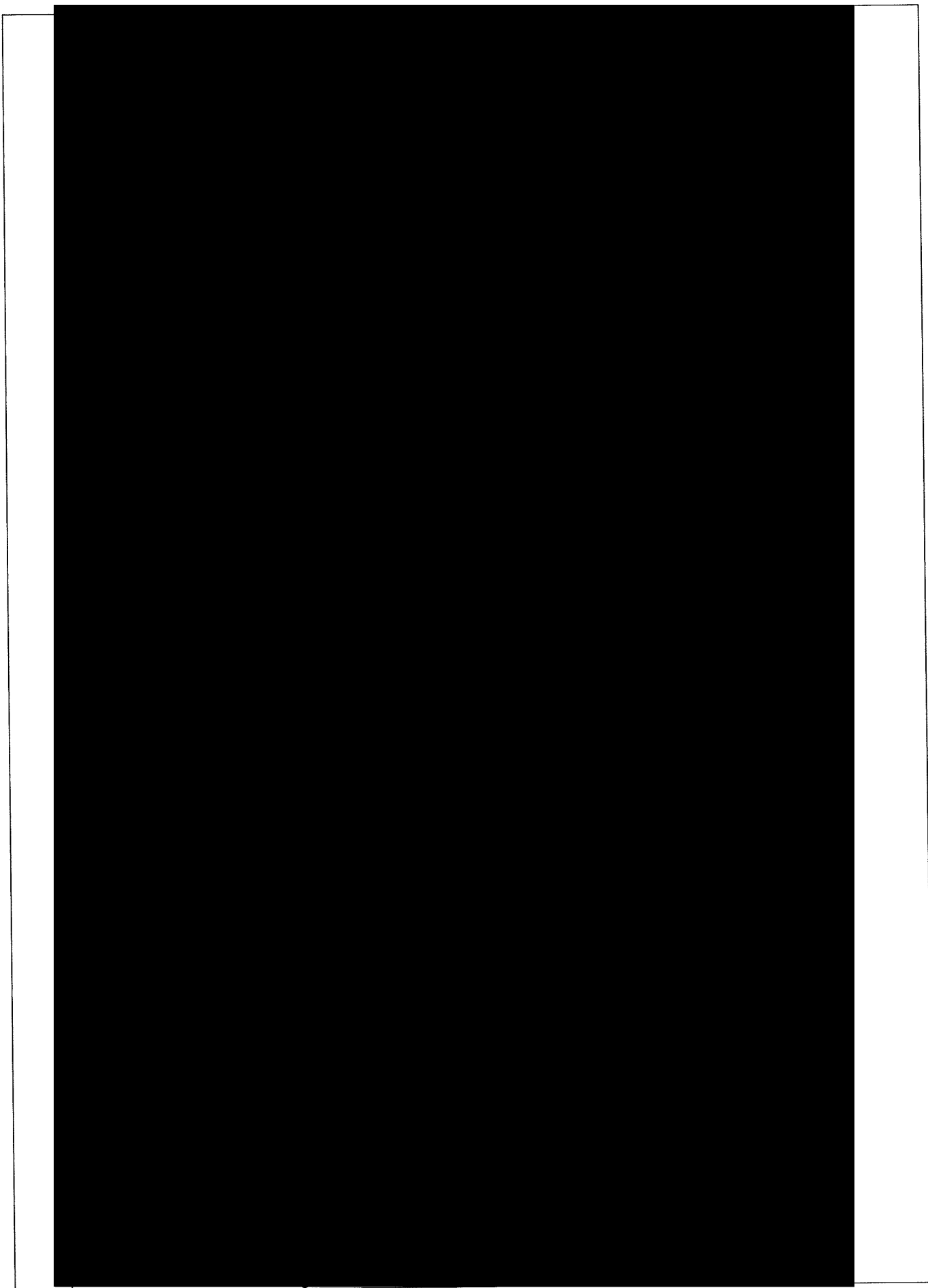
2	<p>Your service model: Describe how you are planning to deliver this service to meet the requirements set out in the invitation to tender and the specification.</p> <p>Your response should include</p> <ul style="list-style-type: none"><li>• A description of the resources you will provide</li><li>• A description of how the service will be delivered</li><li>• A description of the referral pathway, starting with referral and finishing with the exit from the service</li></ul> <p>Your response should demonstrate</p> <ul style="list-style-type: none"><li>• how your understanding of the Shropshire context has informed your delivery model</li><li>• how your understanding of the requirements and outcomes has informed your delivery model</li></ul>	60  Min score of 6

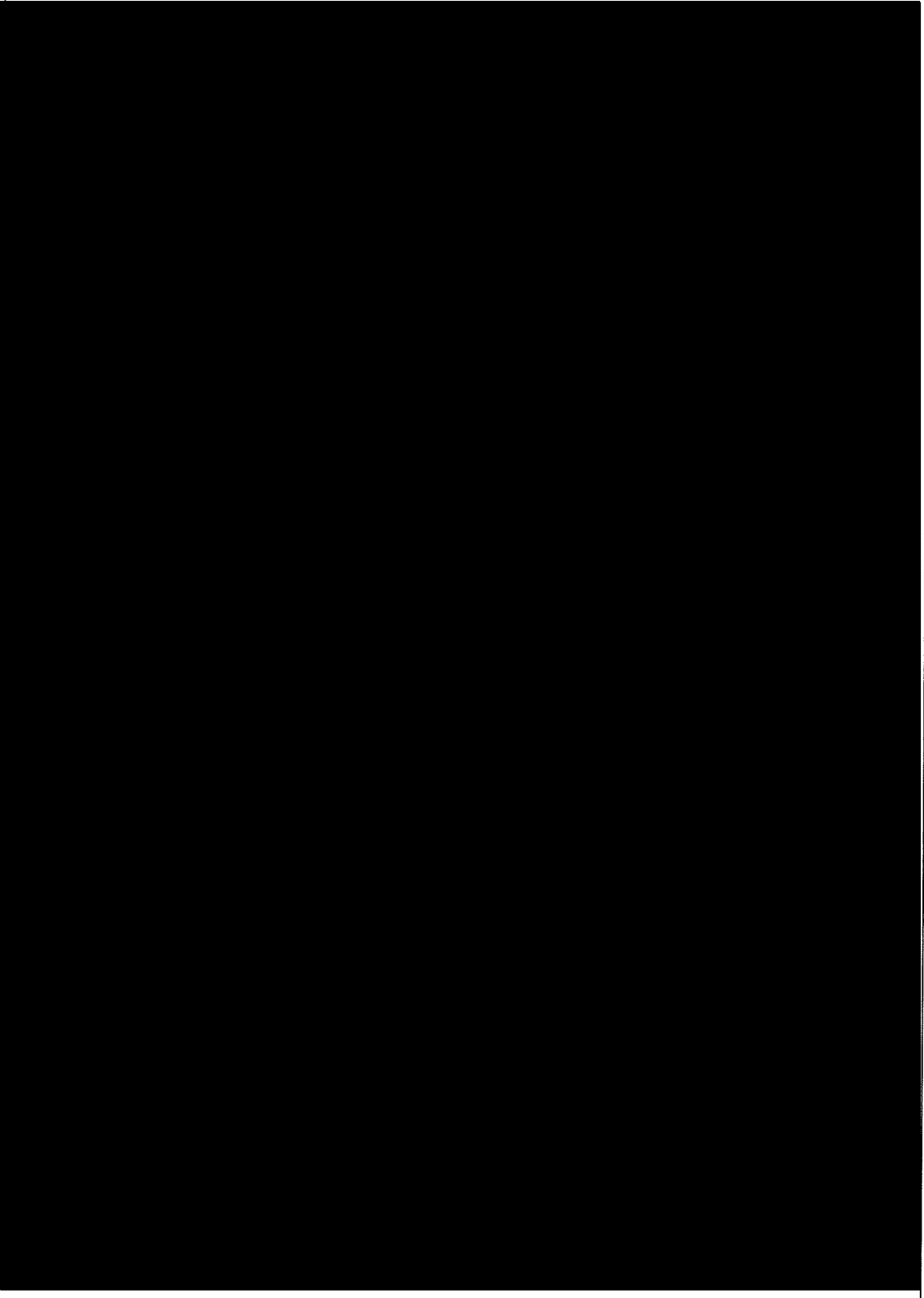






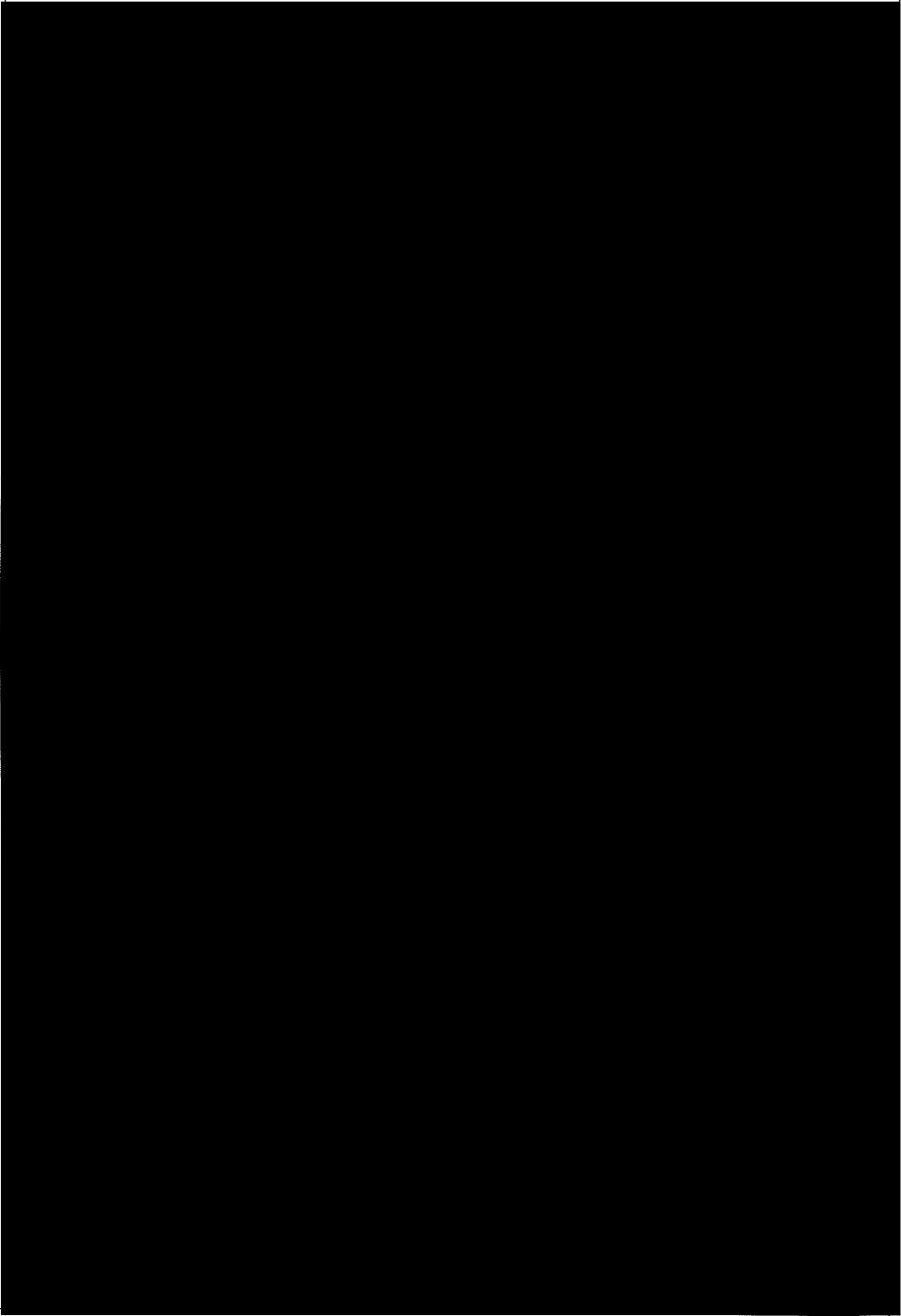
3	Service outcomes	
3a	<div>In section 3.4 of the ITT, we list the specific outcomes we expect to achieve with this service. Describe how you are planning to ensure that your delivery model will meet each of the outcomes.</div>	<div>60</div> <div>Min score of 6</div>

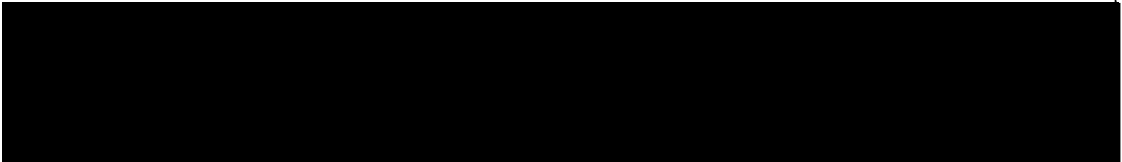
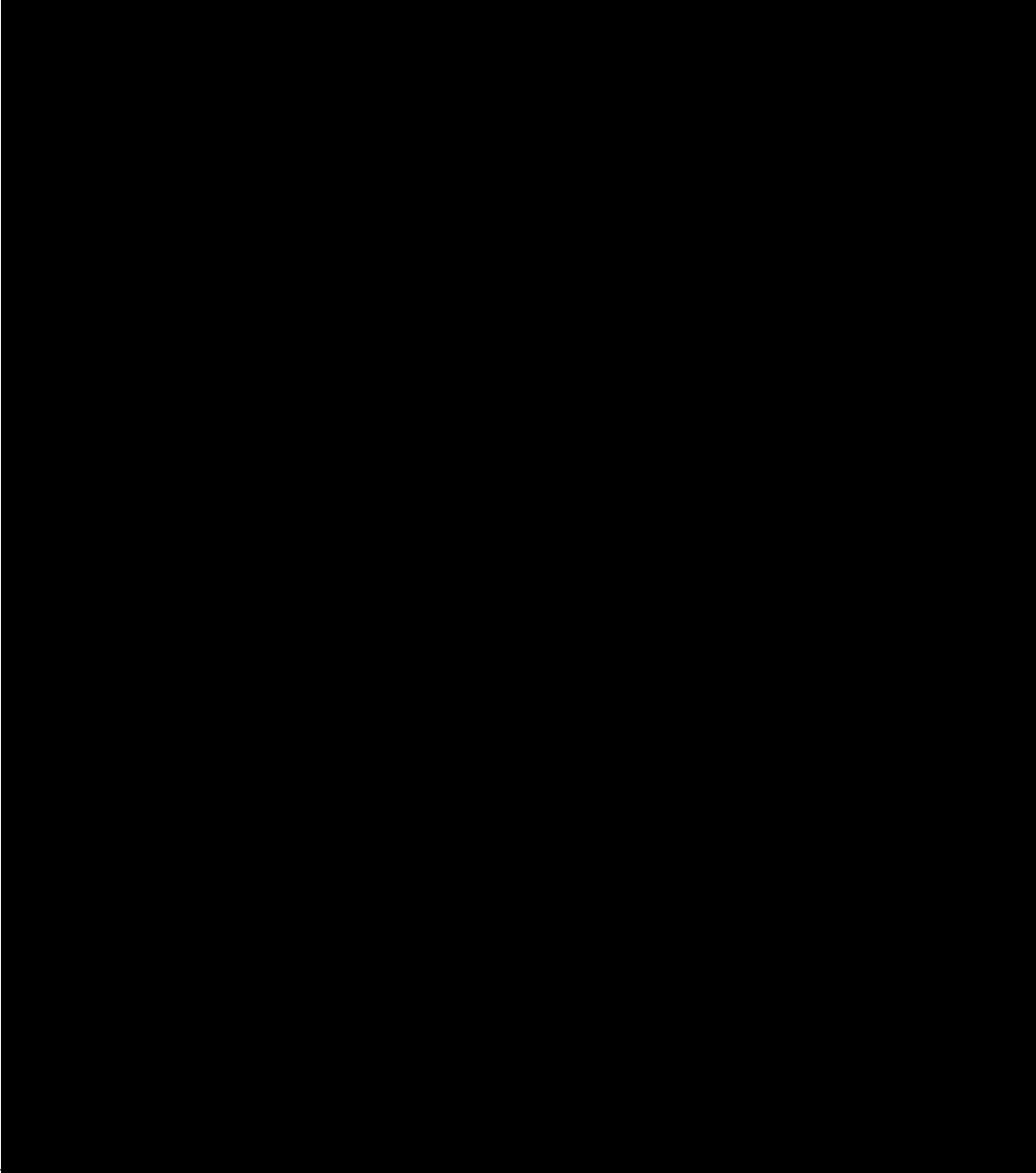


3b	<p>We want to be able to demonstrate that this service makes a positive difference to individual families and families in general.</p> <p>Describe how you will measure and record the evidence that outcomes for individual children and families improve. Describe how you would evidence and record that the service as a whole is achieving its outcomes.</p> 	60
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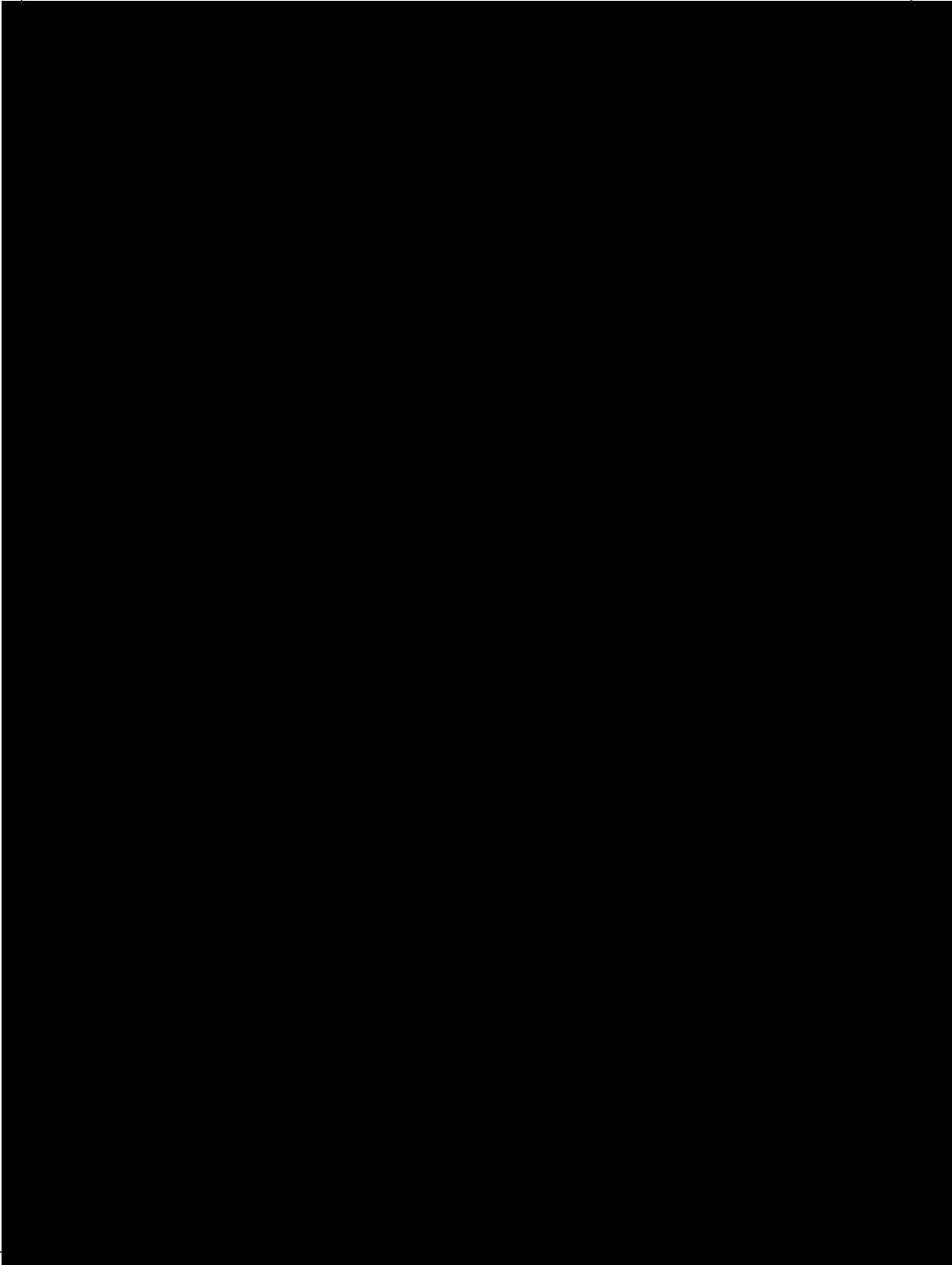
[illegible]

4	<p>In section 1.5 of the ITT, we said that demand for this type of support is high. In section 3.5.2 of the ITT, we said that referrals will come from a number of sources.</p> <p>Describe how you will manage referrals and prioritise support, in order to manage demand and allocate resources efficiently and fairly.</p> 	60
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5	<p>In section 3.3.2 of the ITT, we said that we require the provider to work in a family friendly and child centred way: apply a person centred approach to support planning with the aim to increase a child's personal self-determination and improve their independence. This includes ensuring that the support is sensitive to a child's religious cultural and ethnic background. In section 3.3.3 of the ITT, we also said that the provider needs to have high expectations for outcomes for children.</p> <p>Describe how your approach will meet these two requirements.</p> 	60

	<div></div>	
6	<p>In section 3.3.5 of the ITT, we said that the provider needs to work in partnership with parents and young people: The provider engages children and families in service planning and service development.</p> <p>Describe what you will do to meet this requirement.</p> <div></div>	60

7	<p>In section 3.3.9, we said that the service needs to promote children’s general health and well-being. In our Social Value Outcomes framework, we also refer to “people know how to avoid and manage those things which impact on their long-term health.</p> <p>Describe what you will do to meet this requirement.</p>	60

8	<p>In section 3.6.11 of the ITT, we say that the provider will add social value to the area by promoting and signposting families to community groups and activities for mutual benefit.</p> <p>Describe what you will do to meet this requirement. Include how you will measure and record this activity and how you will report the impact of this activity.</p> 	40
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	<div></div>	
9	<div>Transition to new arrangements</div> <div>For information only: Provide a timeline with tasks to illustrate how you would manage the transition period to prepare for contract start.</div> <div></div>	Not scored

## Pricing Schedule

(Note: The provider will not use any part of the contract payment to fund any other activities, which do not relate directly to the delivery of the service.)

### Break down of costs for a 12 months period\*

Delivery staff

[REDACTED]

Management of delivery staff

Organisational costs

*Note: the following categories are suggestions. They may not apply to your service model.*

Staff accommodation<sup>1</sup>

Communications costs (e.g. IT, telephone, etc)

Venue costs (community venues)

Service user costs

Admin (insurance, printing etc)

Profit (0%) as a charity we are a not for profit organisation

**Total costs (scored)**

[REDACTED]

[REDACTED]





personal & commercial info

Autism West Midlands  
Regent Court  
George Road  
Edgbaston  
Birmingham  
B15 1NU

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 30<sup>th</sup> March 2017

Dear Bidder

## CMCV 024 – AUTISM SUPPORT (CHILDREN'S SERVICES)

### SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

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

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 10<sup>th</sup> April 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 of the contract after the expiry of the standstill period.

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

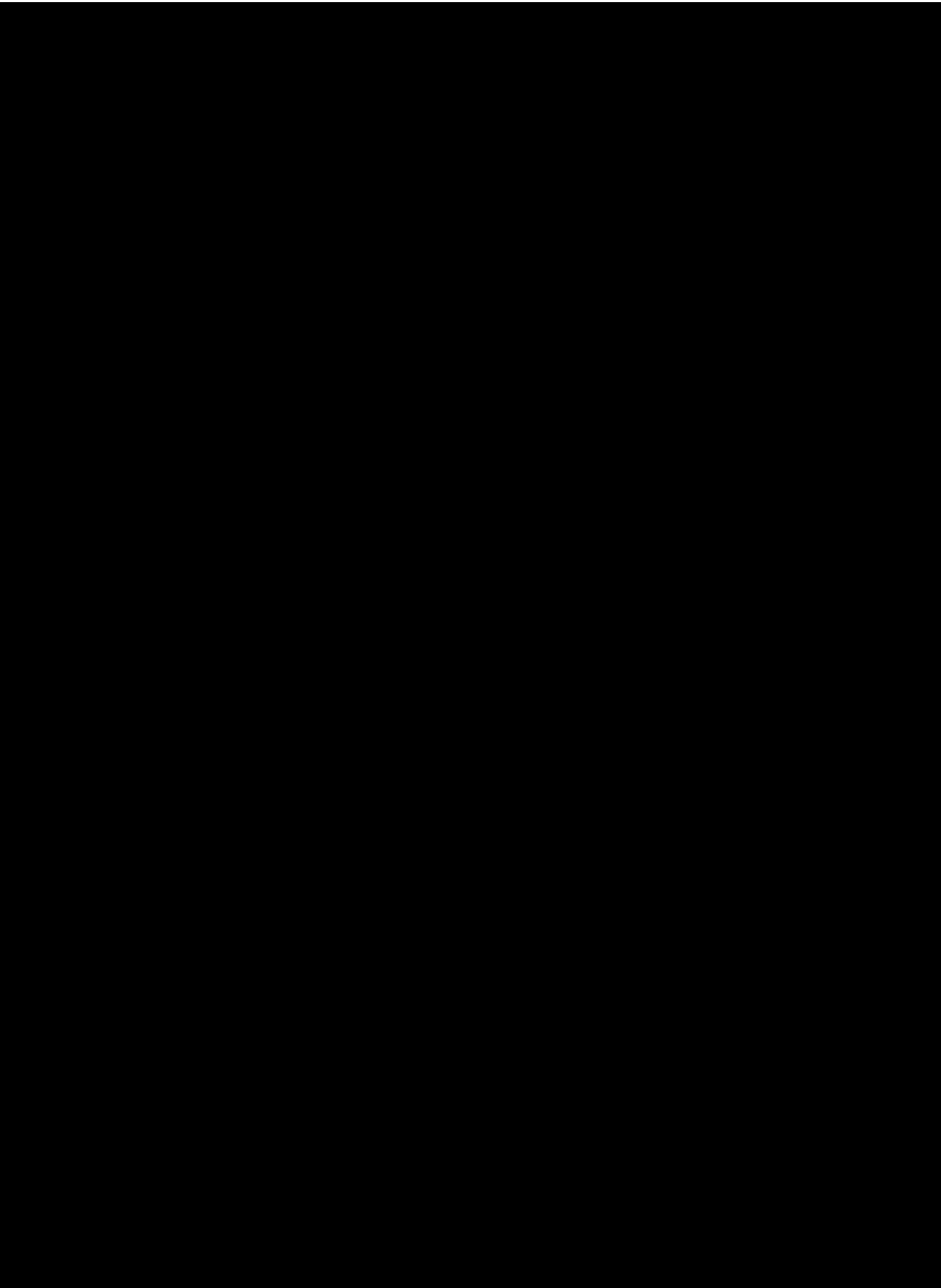
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 2 tenders received)
Price (out of 500 marks)	■	■
Quality (out of 500 marks)	■	■

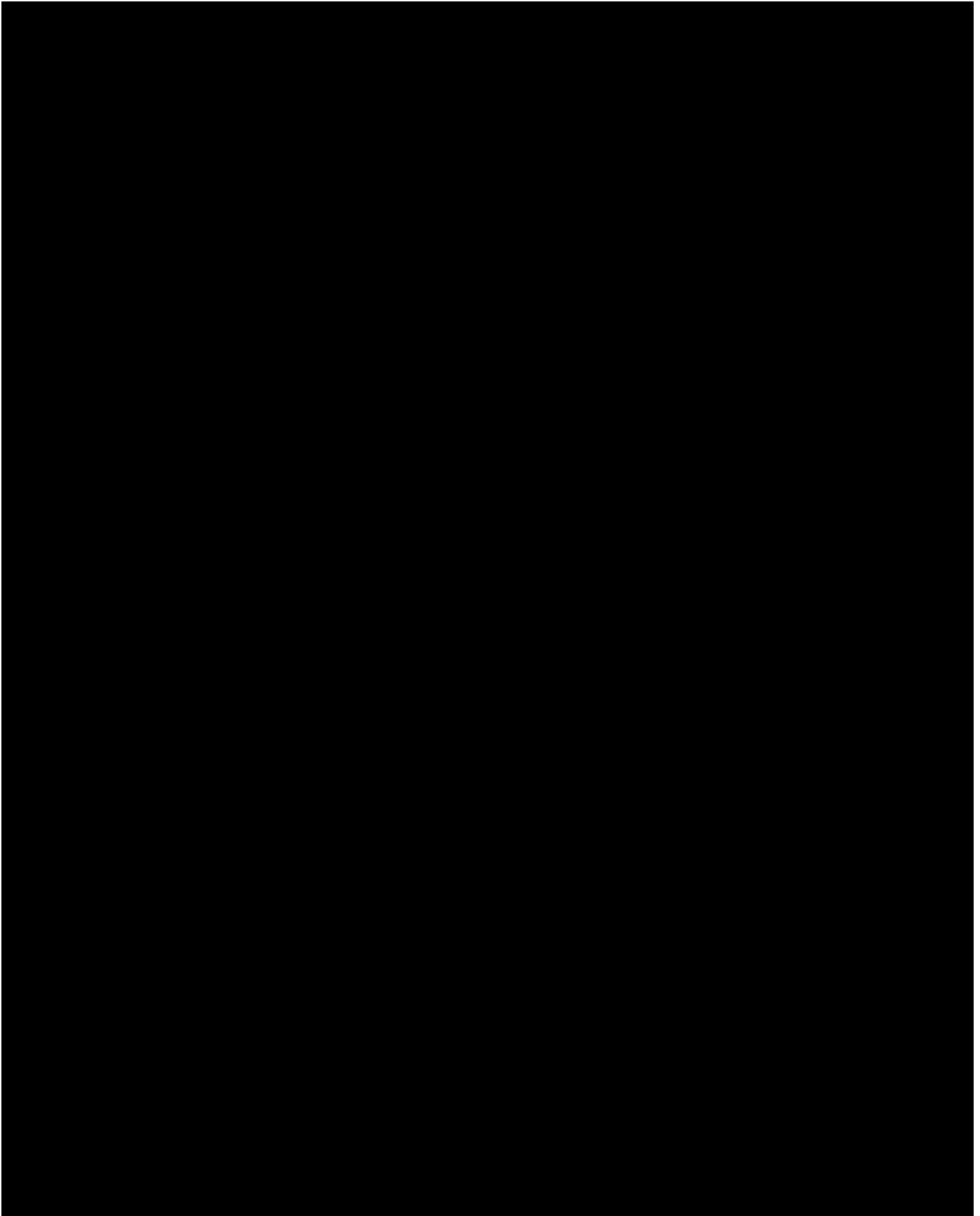
commercial info

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



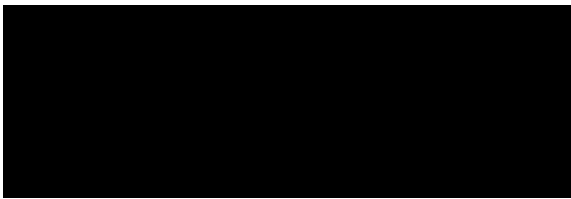
commercial info



personal info

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

Yours faithfully



[Redacted Name]

Head of Early Help, Partnerships  
& Commissioning



[Redacted Name]

Commissioning Development  
Officer