

**UK-Shrewsbury: Health and social work services.**

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

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

Contact: [REDACTED] - Procurement Manager

Main Address: <https://www.delta-esourcing.com>

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./NZU5QVD56B>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./NZU5QVD56B> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./NZU5QVD56B>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMCV 104 – Independent Living Centre for Shropshire

Reference Number: AMCV 104

II.1.2) Main CPV Code:

85000000 - Health and social work services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Applicants are invited to tender for the provision of an Independent Living Centre Service for Shropshire residents for a period of 2 years with an option to extend for up to a further 12 months commencing on 1st September 2016.

II.1.5) Estimated total value:

Value excluding VAT: 976,500

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Applicants are invited to tender for the provision of an Independent Living Centre Service for Shropshire residents for a period of 2 years with an option to extend for up to a further 12 months commencing on 1st September 2016.

The priorities for Shropshire's Draft Health & Wellbeing Strategy are focused on Prevention (Health promotion and resilience) and Sustainability (Promoting independence at home). The availability of an Independent Living Centre service will support these priorities through helping to increase the availability and use of aids and adaptations through promotion and signposting, as well as its core activity of undertaking occupational therapy assessments. In addition the Better Care Fund identifies a key strategic theme of keeping people independent for longer, with the funding of Disabled Facilities Grants for adaptations to people's homes coming through the Fund. It is therefore essential for the achievement of these priorities that people are able to access responsive, high quality and timely assessments for aids and adaptations so that they are able to continue living in a home which is fit for their needs.

Shropshire Council wishes to contract with an organisation which can help it to achieve these aims through the following elements:

1. A Core Independent Living Centre Service
2. Provision of specific moving and handling training / assessments for mechanical stand-aids through referrals from Health
3. Provision of an Independent Living Worker service to provide rapid and intensive support and practical assistance for people with complex 'independent living' needs

Tenderers should note that they must be prepared to bid for and deliver all 3 elements listed above. However, the Council reserves the right not to award either or both of elements 2 and 3 above subject to clarification or otherwise of funding availability. In addition the Council also reserves the right to award either or both of elements 2 and 3 above to the preferred supplier within 12 months of the contract commencement date.

The Council wishes to maximise the social and economic impact of the proposed solution and therefore will be seeking a provider who can support volunteering, training and employment opportunities for Shropshire residents, who will actively support the local supply chain and who will promote and support local voluntary and community groups who will be able to complement the outcomes delivered by the provider.

Please note that the services covered by this contract are covered by Schedule 3 of the Public Contracts Regulations 2015 (Annex A). Accordingly whilst the full regulations will not apply the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.

The deadline for the return of completed tenders is 12 noon, Tuesday 26th July 2016.

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

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 976,500

Currency: GBP

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

Start: 01/09/2016 / End: 31/07/2018

This contract is subject to renewal: Yes

Description of renewals: This contract may be extended for a further 12 month period.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

### Section III: Legal, Economic, Financial And Technical Information

#### III.1) Conditions for participation

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

List and brief description of conditions:

See tender documents

#### III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

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

See tender documents

#### III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

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

See tender documents

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

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

The execution of the contract is restricted to the framework of sheltered employment programmes:

No

#### III.2) Conditions related to the contract

##### III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

##### III.2.2) Contract performance conditions

See tender documents

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

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

### Section IV: Procedure

#### IV.1) Description

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

#### IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

#### IV.2) Administrative information

##### IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

##### IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 26/07/2016 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,  
IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided  
IV.2.7) Conditions for opening of tenders:

Date: 26/07/2016

Time: 12:00

Place:

Shirehall, Shrewsbury

#### Section VI: Complementary Information

##### VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 3 years

##### VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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

For more information about this opportunity, please visit the Delta eSourcing portal at:  
<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./NZU5QVD56B>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/NZU5QVD56B>

##### VI.4) Procedures for review

###### VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

###### VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

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

###### VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

###### VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

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

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

###### VI.5) Date Of Dispatch Of This Notice: 24/06/2016

#### Annex A

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

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

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

Main Address: <https://www.delta-esourcing.com>

NUTS Code: UKG22





24<sup>th</sup> June 2016

**Tel:** (01743) 252993

**Fax:** (01743) 255901

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

Dear Bidder

## **AMCV 104 – Independent Living Centre Service for Shropshire**

### **SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Draft Form of Contract & Specification
3. Tender Response Document (for completion)
4. Pricing Schedule
5. TUPE Confidentiality Undertaking letter

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

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

#### Returning of Tenders

- The deadline for returning tenders is **noon on Tuesday 26<sup>th</sup> July 2016** 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

- o Tenders are received after **12 noon on the given deadline**

### Freedom of Information

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

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

### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 19<sup>th</sup> July 2016.

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

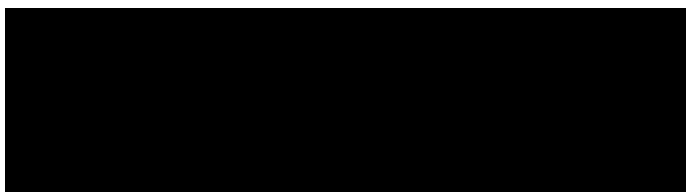
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

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

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

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

Yours faithfully



Procurement Manager  
Procurement & Contracts  
Enc



## **INSTRUCTIONS FOR TENDERING**

**AMCV 104 – Independent Living  
Centre Service for Shropshire**



## Shropshire Council Instructions for tendering

### Contract Description:

The priorities for Shropshire's Draft Health & Wellbeing Strategy are focused on Prevention (Health promotion and resilience) and Sustainability (Promoting independence at home). The availability of an Independent Living Centre service will support these priorities through helping to increase the availability and use of aids and adaptations through promotion and signposting, as well as its core activity of undertaking occupational therapy assessments. In addition the Better Care Fund identifies a key strategic theme of keeping people independent for longer, with the funding of Disabled Facilities Grants for adaptations to people's homes coming through the Fund. It is therefore essential for the achievement of these priorities that people are able to access responsive, high quality and timely assessments for aids and adaptations so that they are able to continue living in a home which is fit for their needs.

Shropshire Council wishes to contract with an organisation which can help it to achieve these aims through the following elements:

1. Provision of a Core Independent Living Centre Service
2. Provision of specific moving and handling training / assessments for mechanical stand-aids through referrals from Health
3. Provision of an Independent Living Worker service to provide rapid and intensive support and practical assistance for people with complex 'independent living' needs

Tenderers should note that they must be prepared to bid for and deliver all 3 elements listed above. **However, the Council reserves the right not to award either or both of elements 2 and 3 above subject to clarification or otherwise of funding availability. In addition the Council also reserves the right to award either or both of elements 2 and 3 above to the preferred supplier at the contract commencement date or within 12 months of the contract commencement date.**

The maximum possible available funding for this contract is capped at £325,500 per annum (Elements 1, 2 and 3 aggregated) and is to be allocated by the Provider to ensure that the following are sufficiently provided, subject to the above reservations:

#### Element 1 – Core Independent Living Service

The Core Independent Living Centre service will help the Council to achieve its aims through supporting older and vulnerable people to live independently and safely by:

- undertaking assessments for equipment and adaptations to their homes, which allows them to live more independently and safely and to remain in their own homes. During 2015/16 the service carried out 1,662 'consultations' or OT-assessments on behalf of Shropshire Council, of which 45% were carried out at the Shrewsbury base and the remainder at other outreach locations around the county of Shropshire
- provision of information and advice about disability equipment and adaptations. During 2015/16 around 5,500 people received information via the service during the year. This includes maintenance of an up to date and effective range of equipment for demonstration to potential users or

**Contract Description (cont.):**

purchasers and to showcase how these would work in a 'mock' home environment

- undertaking moving and handling assessments and training for carers and professionals referred or arranged through Local Authority routes.

The Core Independent Living Service will also work closely with Shropshire Council and the commissioned Home Improvement Agency (HIA) and Handyperson service, and will help people to access other services which will help them to remain independent. A maximum of £213,500 per annum is available for provision of Element 1.

**Element 2 – Specific Moving & Handling Training / Assessments for Health**

The Independent Living Centre will undertake moving and handling assessments and training in respect of mechanical stand-aids (ie to lift people into a standing position) through referrals from Health, eg from District Nurses as a result of discussion / request from the carer (family or professional). The number of assessments are 5-10 per month. A maximum of £32,000 per annum is available for Element 2.

**Element 3 – Independent Living Workers**

The Independent Living Centre service will provide targeted and intensive support and practical assistance for people with complex 'independent living' needs, ie those which are at risk of rapid failure without intensive support over a short-term period. Such cases may include supporting frail, elderly or vulnerable people out of a hospital, residential or other institutional setting into, and through, temporary accommodation pending the resolution of a longer-term solution. Other cases will include those people whose tenancies or accommodation solutions have failed regularly in the past and whose issues continue to prove difficult to resolve due to behaviour, lifestyle, range and complexity of issues and exclusion from some types of tenancy. This will include people with hoarding issues. It is estimated initially that a resource requirement of up to 3 full-time equivalent posts would be required, although it is also expected that any spare capacity will support the services provided under this contract as a whole. A maximum of £80,000 per annum is available for Element 3.

As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the Council wishes to maximise the social and economic impact of the proposed solution and therefore will be seeking a provider who can support volunteering, training and employment opportunities for Shropshire residents, will actively support the local supply chain and will promote and support local voluntary and community groups who are able to complement the outcomes delivered by the provider.

It is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations' 2006 ('TUPE') may apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

The contract will be for a period of 2 years with effect from 1<sup>st</sup> September 2016 with an option to extend for a maximum of a further 12 months.

## Index

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

## **1.0 Invitation to Tender**

- 1.1 You are invited to tender for the provision of the Independent Living Centre Service for Shropshire as detailed in the Tender Response Document. The contract will be for an initial period of **2 years** commencing on the **1<sup>st</sup> September 2016** with the option to extend for a further period of up to 12 months.
- 1.2 Tenders are to be submitted in accordance with the attached Shropshire Council Form of Contract and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

## **2.2 Terms and Conditions**

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

## **3.0 Preparation of Tenders**

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

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

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

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

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

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

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

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

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

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

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

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

**3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt

regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

**3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

**3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

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

### **3.4 Warranty**

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

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

### **4.0 Tender Submission**

**4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender and through the Council's Delta e-tendering portal. Tenders must be uploaded and submitted through Delta by the deadline of **noon, Tuesday 26<sup>th</sup> July 2016.**

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

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

acceptable will be final.

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

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

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

## **5.0 Variant Bids**

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

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

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

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

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

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

## **7.0 Tender Evaluation**

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

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

## **8.0 Clarifications**

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

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

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

**8.4** All queries should be raised as soon as possible (in writing), in any event not later than **Tuesday 19<sup>th</sup> July 2016**.

**8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

**8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **9.0 Continuation of the Procurement Process**

**9.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**9.2** The Council reserves the right at its absolute discretion to amend, add to or



withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

- 9.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

**10.0 Confidentiality**

- 10.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

- 10.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

- 10.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

- 10.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

- 10.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

- 10.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

- 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

- 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

- 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

- 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from

it; or

**10.5.4** the Tenderer is legally required to make such a disclosure.

**10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **10.7 Transparency of Expenditure**

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

## **11.0 Freedom of Information**

**11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

**11.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

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

**11.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

**11.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **12.0 Disqualification**

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

**12.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 11 of the Council's Form of Contract relating to Prevention of Bribery or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

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

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

**12.1.4** The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

### **13.0 E-Procurement**

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

### **14.0 Award of Contract**

#### **14.1 Award Criteria**

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

#### **14.2 Award Notice**

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

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

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

### **15.0 Value of Contract**

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

### **16.0 Acceptance**

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

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

binding agreement between the Contractor and the Council.

16.3 Not Used

16.4 Not Used

16.5 Not Used

16.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1<sup>st</sup> September 2016**.

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

2016

BETWEEN

SHROPSHIRE COUNCIL

and

[add in legal entity of the Service Provider]

FOR

INDEPENDENT LIVING CENTRE SERVICE

## INDEX

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



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

THIS CONTRACT is made the day of 2016 hereinafter called "the Contract" between (1) SHROPSHIRE COUNCIL of Shirehall Abbey Foregate Shrewsbury SY2 6ND ("the Council") and (2) **[add in legal entity name]** of **[add in legal entity address]** Company Number (the "Service Provider").  
(together 'the Parties')

NOW IT IS AGREED as follows:

#### DEFINITIONS

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

Associated Person	in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
Best Value	the requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Commencement Date	<b>To be agreed</b>
Commercially Sensitive Information	comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss;
Confidential Information	all information as defined by Clause 31.
Contract	means this agreement
Contract Documents	means all of the documents annexed to, contained and referred to within this Contract
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which

	are embodied in any electronic, magnetic, optical or tangible media, and which are:
	(a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Council is the Data Controller.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	<b>To be agreed (two years from Commencement Date)</b>

Financial Year	the period of 12 months from and including 1 <sup>st</sup> April in one year to the 31 <sup>st</sup> March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
The Legislation	<b>The Care Act 2014 and the Children's Act 2004</b>
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review	The review of Payment as detailed in Clause 5
Parties	the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998

Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence;</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Public body	as defined in the FOIA 2000
Receiving Party	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006

Relevant Transfer	means a relevant transfer for the purposes of TUPE
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include

facsimile transmission or electronic mail with respect to the service or receipt of Notices.

## **INTERPRETATIONS**

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

WHEREAS:

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

1 CONTRACT AND TERM

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

2 PAYMENT

- 2(a) In each Financial Year of the Term a maximum of £XX (X pounds only) per annum shall be payable by the Council to the Service Provider for the Service
- 2(b) Payment will be made by the Council within 30 days of receipt of an invoice for those charges properly incurred in accordance with the delivery of the Service and invoices are to be submitted to the Council monthly in arrears.
- 2(c) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(d) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(e) If the Council fails to make any payment due to the Service Provider under this Contract by the due date for payment of an undisputed amount then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:
  - 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
  - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
  - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is



provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
  - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
  - 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
  - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
  - 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 Equalities
  - 3(b)(vi) the principles of Best Value
  - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
  - 3(b)(viii) the Data Protection Act 1998
  - 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
  - 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
  - 3(b)(xi) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
  - 3(b)(xii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
  - 3(b)(xiii) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
  - 3(b)(xiv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly

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

- not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the Outcomes/Performance Indicator agreed between the Council and the Service Provider.
- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice (“Notice”) within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 herein
- 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council’s Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(i) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council’s Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council’s rights under clauses 10 (Breach) and 16 (Extension and Termination).
- 3(j) The Service Provider warrants that the signing [execution] of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 3(k) The Service Provider warrants that:
- 3(l)(i) it has full capacity and authority to enter into this Contract
- 3(l)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services

- 3(l)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
- 3(l)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(n) The Service Provider acknowledges and confirms that:
- 3(n)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 3(n)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 3(n)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);
- 3(n)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 3(n)(v) it has entered into this Contract in reliance on its own diligence
- 3(n)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 3(n)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

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

## 5 PAYMENT REVIEW

- 5(a) The Service Provider may request the Council to review the Payment under this Contract on the 1<sup>st</sup> of April following the first full year of operation of the Service and once in each subsequent year of the Contract provided that such request is submitted to the Council by 1<sup>st</sup> of March in the previous Financial Year to which the increase will apply.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider which shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing.
- 5(c) Should any payment review not be concluded by the 1<sup>st</sup> of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(d) An agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(e) The Council's decision after the completion of the payment review shall be final.
- 5(f) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 5(g) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Contract
- 5(h) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

## 6 VAT

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

## 7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as

the Council's agent nor shall it have the power or the right to bind the Council to any obligation.

- 7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

## 8 ACCOUNTING

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

## 9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:

- 9(b)(i) recorded delivery post or
- 9(b)(ii) personal delivery
- 9(c) The Service Provider's address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider's **[add in Job Title]**.
- 9(d) The Council's address for the purpose of delivery of a Notice is Director of Adult Services at Shirehall Abbey Foregate Shrewsbury SY2 6ND.and a separate copy must also be sent to the Council's Contracts Manager Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

## 10 BREACH

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

## 11 PREVENTION OF BRIBERY

- 11(a) The Service Provider:
  - 11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
  - 11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full

details have been disclosed in writing to the Council before execution of this Contract.

- 11(b) The Service Provider shall:
  - 11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
  - 11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
  - 11(e)(i) with the authority; or,
  - 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
  - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
  - 11(f)(i) the nature of the Prohibited Act;



- 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
- 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:
  - 11(g)(i) the interpretation of clause 11; or
  - 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

## 12 INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).
- 12(b) 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(c) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(d) The Service Provider shall hold and maintain any professional indemnity insurance required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 12(e) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policy documents (including any

warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

- 12(f) The Service Provider shall:
- (a) do nothing to invalidate any insurance policy
  - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.
- 12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(h)(i) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
    - a) details of the policy concerned; and
    - b) its proposed solution for maintaining the minimum limit of indemnity specified; and
  - 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
    - a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
    - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

### 13 INDEMNITY

- 13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Contract by the

Service Provider or the Service Provider Staff

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

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

15 INTELLECTUAL PROPERTY

- 15(a) In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
- 15(a)(i) in the course of performing the Services; or
  - 15(a)(ii) exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 15(b) Unless stated expressly in writing in this Contract, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Contract
- 15(c) The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that

they have been caused by or contributed to by the Council's acts or omissions.

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

## 16 EXTENSION AND TERMINATION

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

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

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

16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties

16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.

16(b)(iv) by either Party if the other Party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract.

- 16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:
  - 16(d)(i) Fraud or theft from Service Users
  - 16(d)(ii) Neglect of Service Users
  - 16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
  - 16(d)(iv) Financial malpractice
  - 16(d)(v) Sexual relationships between Staff and Service Users
  - 16(d)(vi) Racial harassment
  - 16(d)(vii) Loss of registration with Registration Body
  - 16(d)(viii) Under investigation by the Council.
- 16(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Extension and Termination) above the Council shall:
  - 16(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;

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

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

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

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

## 17 CONSEQUENCES OF TERMINATION

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

17(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect

17(c) Termination of this Contract, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination

17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

17(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

## 18 DISPUTES

18(a) If any dispute or difference shall arise between the Parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-

18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

18(a)(ii) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Service Provider's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

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

19(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,

(a)(i) assign any of its rights under this Contract; or

(a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;

19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.

19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued

19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.

19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-

Contractor whose work shall be undertaken to the same standard as stated in the Specification.

- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

## 20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 20(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 20(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.
- 20(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors.

## 21 WAIVER

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

## 22 SEVERANCE

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

## 23 LAW

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



#### 24 THIRD PARTY RIGHTS

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

#### 25 REMEDIES CUMULATIVE

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

#### 26 CONCLUSION OF CONTRACT

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

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

#### 27 SUSTAINABILITY

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

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

28(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

28(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

28(c) The Service Provider shall:

28(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

28(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all

Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

- 28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:
  - 28(f)(i) in certain circumstances without consulting the Service Provider; or
  - 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 28(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this

Contract or otherwise relating to any other party.

29 TUPE

- 29(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non compliance by the Service Provider with this Clause 29(a) then:
- 29(a)(i) the Parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
- 29(a)(ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council officer time.
- 29(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 Breach or 16 Extension & Termination of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-
- 29(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Sub-Contractor employed in the Service
- 29(b)(ii) the terms and conditions of employment of those Staff and
- 29(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause.
- 29(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.
- 29(d) Throughout the period specified in Clause 29(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available

in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.

- 29(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Sub-Contractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Contractors.
- 29(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Sub-Contractors and agents in the orderly transfer of any relevant Staff.
- 29(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its Sub-Contractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.
- 29(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Sub-Contractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.
- 29(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE
- 29(j) Throughout the period specified in Clause 29 (b) the Service Provider undertakes:
  - 29(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract
  - 29(j)(ii) to consult with Staff and trade unions during the whole process of TUPE.
- 29(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

### 30 EQUALITIES

- 30(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.

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

### 31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) 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.
- 31(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
  - 31(d)(i) treat the other Party's Confidential Information as confidential; and
  - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:

- 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
- 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
- 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
- 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
- 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 9.3 and 9.4 Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
  - 31(j)(i) only use the Confidential Information for the purposes of this Contract
  - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse

- 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
  - 31(k)(i) to any consultant, contractor or other person engaged by the Council
  - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause shall survive the expiration or termination of this Contract

## 32 COUNCIL DATA

- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
  - 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
  - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
  - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.

- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
  - 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
  - 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

### 33 DATA PROTECTION

- 33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the



Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;

33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and

33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.

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

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

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

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

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

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

33(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

#### 34 PROTECTION OF PERSONAL DATA [NOT USED]

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

34(b) The Service Provider shall:

34(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998

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

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

### 35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

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

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

## 36 AGREEMENT STATUS AND TRANSPARENCY

- 36 (a) Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

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

### 37 DEPRIVATION OF LIBERTIES SAFEGUARDS

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

### 38 COMPLAINTS

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

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

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

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

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

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

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

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

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

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

38(c)(i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation

38(c)(ii) the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations

38(c)(iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.

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

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

- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

#### 39 NOTIFICATION

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

#### 40 SAFEGUARDING

- 40(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall:
  - 40(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
  - 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider's Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding

Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

- 40(c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.
- 40(d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 40(e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 40(f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

#### 41 COUNTERPARTS

- 41(a) This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 41(b) Transmission of the executed signature page of a counterpart of this Contract (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

#### 42 ENTIRE AGREEMENT

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

#### 43 CONFLICT OF TERMS

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

#### 44 EMERGENCY PLANNING

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

## **SCHEDULE 1 SERVICE SPECIFICATION**

### **1 BACKGROUND**

#### **1.1 Title of Service**

Independent Living Centre for Shropshire

#### **1.2 Vision & Rationale**

The priorities for Shropshire's Draft Health & Wellbeing Strategy are focused on Prevention (Health promotion and resilience) and Sustainability (Promoting independence at home). The availability of an Independent Living Centre service will support these priorities through helping to increase the availability and use of aids and adaptations through promotion and signposting, as well as its core activity of undertaking occupational therapy assessments for adaptations and equipment ('Consultations'). In addition the Better Care Fund identifies a key strategic theme of keeping people independent for longer, with the funding of Disabled Facilities Grants for adaptations to people's homes coming through the Fund. It is therefore essential for the achievement of these priorities that people are able to access responsive, high quality and timely assessments for aids and adaptations so that they are able to continue living in a home which is fit for their needs.

#### **1.3 Service Aims & Objectives**

1.3.1 The Independent Living Centre service will support older adults and disabled and vulnerable adults and children to live independently and safely through undertaking assessments for equipment and adaptations to their homes, allowing them to live more independently and safely and to remain in their own homes. The Service Provider will also work closely with the Council including the Council's Occupational Therapy Team and the commissioned Home Improvement Agency (HIA) and Handyperson service, and will help people to access other services which will help them to remain independent.

1.3.2 The aims of the Service are as follows:

- To help older adults and disabled adults and children to understand about the range



of equipment available to assist with daily living and where to obtain it through provision of information and advice

- To provide high quality and cost-effective Consultations and assessments for equipment and grant-funded adaptations service to older, disabled and vulnerable people in order to maximise their independence and wellbeing
- **TO BE CONFIRMED** To provide a high quality and cost-effective 'independent living' support service for people with complex needs, ie those people who are at risk of rapid failure without intensive support over a short-term period. Such cases may include supporting frail, elderly or vulnerable people out of a hospital, residential or other institutional setting into, and through, temporary accommodation pending the resolution of a longer-term solution. Other cases will include those people whose tenancies or accommodation solutions have failed regularly in the past and whose issues continue to prove difficult to resolve due to behaviour, lifestyle, range and complexity of issues and exclusion from some types of tenancy. This will include people with hoarding issues.
- To work with the Council, Shropshire Clinical Commissioning Group, other service providers, voluntary sector organisations, community groups and users of services to maximise the effectiveness of the Service
- To help facilitate timely discharge from hospital and to avoid any unnecessary delays
- To help people to avoid unnecessary admission to hospital due to falls and other accidents
- To enable older, disabled and vulnerable people to remain independent in their own homes and to avoid admission to long stay residential or nursing care
- To reduce the need for, or reliance on, domiciliary care through sourcing of equipment or referrals for making the necessary changes to the living environment
- To help reduce the number of incidents amongst customers living independently that might result in more intensive health and social care services being required
- To help reduce the number of falls
- To promote the use of assistive technology
- To signpost to other services in order to promote choice

1.3.3 In addition it is expected that the Service will maximise social, economic and environmental benefits in accordance with the council's Social Value Commissioning and Procurement Framework. This may include, but is not limited to:

- Organisational support for apprenticeships / traineeships / work experience
- The organisation providing the Service is able to grow and to be resilient to market and public-funding changes

- People are helped to help themselves and know what choices are available to them in where and how they live, and how to make the most of them

#### **1.4 Geographical Location of the Service**

The Service will be delivered from a main 'hub' in Shrewsbury and will be available in at least 4 other 'outreach' locations in market towns across the Council's administrative area

## **2 SERVICE DELIVERY**

### **2.1 Functions / Role**

2.1.1 The role of the Service Provider includes:

- To provide information and advice about the range of independent living equipment available and how to obtain it
- To act as a demonstration centre for disability equipment
- To carry out Consultations for equipment and make recommendations for simple property adaptations as agreed with the Council by agreement and which includes, but is not limited to, Level Access Showers. The Service Provider will work with the Council to extend the types of property adaptations for which it may make a recommendation
- To issue equipment via the Council's contracted Equipment Service
- To provide a copy of a Consultation report to the Service User
- To provide information and respond appropriately to the needs of people who visit without an appointment
- To conduct care package reviews of existing packages funded by the Council. This will potentially consist of a number of visits to identify any required changes and follow up visits. The aim of the review is to ensure that the right level of care is being provided with the right level of equipment and competency to support the whole care package. Following the assessment, assessors will recommend to the Council as to whether the package should be increased, decreased or remain at the same level.
- A minimum of 10 follow up visits per month will be completed by the Service Provider's assessors. Follow on visits may be required where:
  - a) equipment has been requested and installed (carers will be instructed with all equipment recommended by the Service Provider, regardless of their previous experience).
  - b) It is deemed feasible that the package could change due to improved or deteriorating health conditions over a short period of time.
- To provide qualified moving and Handling Assessors who will consider: moving and handling equipment requirements; risk assessment content; carer's ability and training; Service User's wishes.
- To organise talks and demonstrations relevant to the Service

- To carry out Consultations in at least 4 other 'outreach' locations in market towns across Shropshire
  - To deliver training in disability awareness, equipment awareness, mobility aids, hoisting equipment and bespoke items
  - The Service Provider will provide support to care sector providers in the following:
    - Risk assessment analysis and feedback. The care sector provider will be asked to provide the relevant risk assessment to the review, prior to the assessment and this will be referred to during the assessment. Feedback to the provider regarding the robustness of the content of the assessment will be given within the final assessment report and passed onto the care sector provider for consideration.
    - Telephone advice regarding moving and handling issues, insurance cover, risk assessments and training needs.
    - Moving and handling people specific risk assessment training opportunities, either accredited or awareness, will be available for care sector providers to purchase.
  - **TO BE CONFIRMED** To provide a high quality and cost-effective 'independent living' support service for people with complex needs, ie those people who are at risk of rapid failure without intensive support over a short-term period. It is estimated initially that a resource requirement of up to 3 full-time equivalent posts would be required, although it is also expected that any spare capacity will support the services provided under this contract as a whole. This element of the services will include support and/or practical assistance for:
    - frail, elderly or vulnerable people coming out of a hospital, residential or other institutional setting into, and through, temporary accommodation pending the resolution of a longer-term solution;
    - people whose tenancies or accommodation solutions have failed regularly in the past and whose issues continue to prove difficult to resolve due to behaviour, lifestyle, range and complexity of issues and exclusion from some types of tenancy;
    - people with hoarding issues.
  - To work to the principles of 'Making Every Contact Count' <http://www.makeeverycontactcount.co.uk/index.html> with regard to identifying and addressing the issues which impact on individuals' health and wellbeing
- 2.1.2 Where necessary, the Service Provider will refer Customers to other relevant agencies, such as the Citizens Advice Bureau and the Department for Works and Pensions

## **2.2 Eligibility**

The Service is available free of charge to older adults and disabled younger adults and children who are eligible under the Care Act 2014 or under the Children Act 2012 have been referred directly by or via the Council or its partner agencies and also to those people who approach the Service Provider directly.

## **2.3 Other Service Delivery Requirements**

2.3.1 The Service Provider will provide an equipment and advice service that is free and impartial and to which the general public has direct access. The Service Provider should involve Service Users in all aspects of service provision. It should have a wide-ranging permanent display of equipment which is up to date, well presented and catalogued. It should provide accurate and accessible information by suitably skilled Staff.

2.3.2 Other requirements which will be observed by the Service Provider are as listed below:

- To be aware of the contribution that the Service contributes to personal health and wellbeing
- To treat Service Users as individuals and promote each person's dignity, privacy, independence and respect confidentiality
- To give recognition of Service Users' particular physical, psychological and access needs
- To provide a Service which is anti-discriminatory and culturally sensitive and responds to individual needs with regard to race, religion, culture, gender, sexual orientation and disability
- To pursue an Equal Opportunities Policy which ensures the Service reflects the differing needs of those with a physical or sensory impairment
- To pursue an Equal Opportunities Policy which ensures that staff are selected on merit, thereby ensuring that their experience and knowledge will assist in the delivery of a quality service
- To recognise that people's needs and their support networks may change over time and ensure that the Service is able to respond sensitively and flexibly
- To make available clear and specific statements about the purpose and objectives of the Service

2.3.3 The Service Provider will have the ability to offer spot purchased ROSPA or equivalent training to the Council in moving and handling procedures at rates to be agreed from time to time with the Council.

2.3.4 The Service Provider will commit to ongoing development of the Service in conjunction with the Council and will actively seek ways to be innovative in the delivery of the Service and in its approach to partnership working.

## **2.4 Delivery Locations, Hours of Operation and Access**

### **2.4.1 Area of Operation**

The Service will be delivered from a main 'hub' in Shrewsbury and will be available in at least 4 other 'outreach' locations in market towns across the Council's administrative area.

### **2.4.2 Hours of Operation**

The Service Provider will operate at times required to meet customer need and to deliver on the aims of the Services as set out in 1.3 above. As a minimum the initial point of contact for referrers and Customers will be open Monday to Friday between the hours of 9.00 am to 5.00 pm, excluding bank holidays.

### **2.4.3 Other access features**

- The Service Provider will ensure that it is accessible to people with a wide range of communication needs. As a minimum the ability to make referrals or enquiries will be by telephone, e-mail or online.
- Services for Service Users from outside the administrative area of the Council will not be resourced and funded by the Council.
- Requests for the Service will be co-ordinated by the Service Provider's duty officer who will arrange an appointment for Consultation.

### **2.4.4 Premises**

2.4.4.1 In the provision of the Service the Service Provider must ensure that for all activities carried out at the main hub and other locations that the following permissions and approvals have been granted:

- The owner's permission
- Planning permission
- Security of tenure for the period in which the Service is offered
- Fire authority approval in relation to Service User numbers and equipment
- Environmental health authority approval
- Any other licences for activities to be provided as an integral part of the Service

2.4.4.2 The Service Provider will ensure that:

- The building is fully accessible
- There is a sufficient amount of floor space per person for accessibility and mobility. Space should be flexible so that it can be adapted for different uses

- Rails, ramps and other equipment and adaptations should be available and maintained
- Toilets should be fully accessible
- There should be telephone access
- A no-smoking policy is adopted
- There is a welcoming atmosphere

## **2.5 Referrals and Partnership Working**

### **2.5.1 Referrals**

The Service will operate an 'open' enquiry system for Service Users from within the administrative area of the Council and therefore enquiries may be from a variety of sources including self, family, carers, the Council and other agencies. The Service Provider will have in place and will further develop effective marketing and referral protocols with referring agencies as well as networks of providers of information and advice as well as wider 'wraparound' services. This will include (but is not limited to) the agencies listed below:-

- The Council's First Point of Contact
- Shropshire Council Housing Services
- Health & Social Care Professionals
- People2People
- Integrated Community Services (ICS) team
- Inter-Disciplinary Team (IDT)
- CAAN partnership
- Housing Support Providers
- Resilient Communities teams
- Community Mental Health Teams
- Community health staff including GP's
- Service User and carer groups
- Private providers
- Faith communities
- Council community hubs and other community venues
- Local legal and other advice services
- Regional and national links

### **2.5.2 Partnership Working**

It is essential that the Service is developed by the Service Provider and sustains close strategic and operational links with providers of complementary services including the Council's Occupational Therapy Team, the HIA, Handyperson Service, Equipment Services and

Telecare. The Service Provider will demonstrate how these links are delivering better value for money and continuous improvement to the outcomes for people.

## **2.6 Staffing and Volunteers**

2.6.1 This section is to be read in conjunction with sections 5 and 6 of Schedule 1 'Service Standards'.

2.6.2 The Service Provider's staff will:

- have sufficient skills and expertise to enable them to satisfactorily carry out their role to an acceptable standard
- undertake their duties in a manner that has regard to the Customer's circumstances

2.6.3 The Service will promote volunteering, apprenticeship and work placement opportunities within the service to the local community and should work closely with existing voluntary sector support services to increase the recruitment of volunteers; for example Shropshire Voluntary & Community Sector Assembly and Shropshire Infrastructure Partnership.

## **2.7 Advertising and Promotion**

2.7.1 The Service Provider will market itself appropriately to ensure that people living in Shropshire, and referring or partner organisations, are aware of the Services and how and when they can be accessed.

## **2.8 Customer and Stakeholder Involvement**

2.8.1 The Service Provider will involve Service Users and their carers in the planning and running of the Service. The Service Provider will also plan and provide the Service in partnership with Service Users and other independent and statutory agencies to ensure good working relationships and a coordinated approach to meeting needs.

2.8.2 The Service Provider will actively seek out feedback from customers, partners and stakeholders and will demonstrate how feedback is used to shape ongoing improvements to the service. This qualitative feedback will form part of the regular monitoring arrangements.

## **3 OUTCOMES, SOCIAL VALUE & REPORTING**

### **3.1 Outcomes**

3.1.1 The primary outcomes to be delivered by the Service Provider are:

- To prevent or delay admission to hospital and / or residential or nursing care
- To prevent delayed transfer of care or facilitate discharge from hospital and / or residential care
- To maintain older and disabled people's ability to live independently in their own home for as long as possible and to promote their well-being

3.1.2 The Service Provider will also ensure that the Service will contribute to the following

Council outcomes:

#### Your Health

- Reduction in delayed transfers of care from hospital to home
- Increase in the number of people able to remain at home more than 91 days after discharge from hospital
- Reduction in the number of people going into residential or nursing care as a result of unsuitable accommodation
- Reduction in the number of falls
- More adult social care service users reporting that they have control over their daily life
- People know how to avoid or manage those things which impact on their long-term health

#### Your Environment

- People have a decent and appropriate place to live

#### Your Life

- People are enabled to remain independent for as long as possible
- A reduction in the number of people who feel isolated
- People report an improved quality of life
- More people feel safe and secure in their own homes
- More people are helped to help themselves and know what choices are available to them

### **3.2 Social Value**

The Service Provider will ensure that the Services make best use of existing and developing relationships and partnerships and will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that it can provide. Specific 'Social Value' requirements to be demonstrated by the Service Provider include:

#### Economic Value

- Traineeships, apprenticeships or work experience placements are created for Shropshire residents
- The local supply chain is supported through local sourcing of materials

#### Social Value

- Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the Service Provider
- Local communities (People) are able to help themselves and do not rely on others to meet their needs
- People know how to avoid or manage the factors which impact on their long-term health

### **3.3 Performance Indicators and Management Information**



3.3.1 The Service Provider will report the following performance indicators as a minimum. Additional indicators may be added as required:

- Response time from initial referral to Consultation
- Response time from receipt of referral to making contact with the Service User under the 'independent living' support service
- Rates of satisfaction with the service provided

3.3.2 Management Information will be recorded and provided on request which will detail the number and nature of works undertaken through this contract in order to help the commissioner understand the market and any emerging or changing needs. Information provided will be able to be broken down into locality areas. This may include, but is not limited to:

- Number and type of requests for information
- Number of referrals
- Number and nature of completed Consultations and cancellations
- Number and nature of onward referrals
- **TO BE CONFIRMED** Summary of current and completed 'independent living' cases which will include as a minimum:
  - Identified needs
  - Actions undertaken including onward referrals to other specialists
  - Outcomes achieved
- Number and nature of training sessions undertaken
- Waiting list information
- Demographic and equalities information

3.3.3 In respect of care package reviews as detailed in 2.1 above the Service Provider will submit monthly reports to the Council which will include the following information:

- Number of visits and breakdown (initial follow-up or second review)
- Existing care levels
- Recommended care levels
- Recommended review period
- Risk assessment received
- Equipment information
- Instruction completed
- Advice for care sector providers

#### **3.4 Reporting and Monitoring**

Performance Indicators detailed in 3.3 above will be provided on a monthly basis in a format to be agreed with the Council.

## **SCHEDULE 2**

### **SERVICE STANDARDS**

#### **1.0 GUIDING PRINCIPLES**

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

#### **2.0 INFORMATION FOR SERVICE USERS**

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

#### **3.0 POLICIES, PROCEDURES AND GUIDANCE**

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

- Customer Care Policy
- Volunteers Policy
- Equal Opportunities Policy
- Health and Safety Policy
- Lone Working Policy
- Lifting/Moving and Handling Policy
- Confidentiality Policy
- Whistleblowing Policy
- Code of Conduct
- Risk Management Policy
- Dealing with Violence and Aggression, including the use of physical intervention and restraint
- Service User Rights

3.2 Staff must sign to confirm that they have read and understood all the above policies and procedures.

#### **4.0 STAFFING**

##### Recruitment and Selection

4.1 The Service Provider must inform Staff that the Council reserves the right to view their Staff records.

4.2 The Service Provider shall at all times during the period of this Agreement engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.

4.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.

4.4 The Service Provider will ensure that:

4.4.1 There is a clear written job description and employee specification for all Staff.

4.4.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.

- 4.4.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
  - 4.4.4 References are received and checked before employment commences, including the authenticity of the reference.
  - 4.4.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
  - 4.4.6 Recruitment procedures are in accordance with clause 34 of this Agreement (Safeguarding)
  - 4.4.7 The identity of all Staff is verified prior to employment using an official document.
  - 4.4.8 The authenticity of qualifications is checked prior to employment.
  - 4.4.9 Staff are provided with information about their conditions of employment.
  - 4.4.10 All Staff make a written undertaking in respect of confidentiality.
  - 4.4.11 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.
  - 4.4.12 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for care work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 4.5 The Service Provider must inform Staff on commencement of employment that their names, addresses and telephone contact number will be released to the Council at the time of monitoring in order that a random selection of Staff to interview on a confidential basis may be undertaken by the Council. This information will only be used for this purpose and will not be retained (other than in an anonymised format in relation to Staff interviewed after completion of the monitoring exercise).

#### Qualifications and Experience

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

#### Induction

- 4.8 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include:
  - 4.8.1 A programme introducing Staff to the Service Provider's organisation its policies procedures and standards
  - 4.8.2 Confidentiality and security of Service User information and access to information
  - 4.8.3 Adult protection in accordance with the the Safeguarding adults: multi-agency policy and procedures for the West Midlands
  - 4.8.5 Health and Safety
  - 4.8.4 Working practices and how the Service Provider's organisations policies procedures and standards apply to a day on a day basis
  - 4.8.5 The Service Provider will ensure that its Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them
  - 4.8.6 Infection Control (where applicable)
  - 4.8.7 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and Procedure.
- 4.9 The Service Provider will ensure that all Staff used to provide the Service will receive their induction to the Common Induction Training Standards within 12 weeks of starting work with the Service Provider.

#### Supervision

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

#### Use of cars to deliver the Service

- 4.11 Staff using their cars to deliver the Service must ensure that they comply with all road traffic regulation and have appropriate business class insurance; a copy of the insurance certificate will be kept on the Staff members file and will be available for inspection.
- 4.12 Vehicles used by Staff to transport Carers should carry Carers should be regularly serviced and must have a current MOT certificate if over 3 years old. Any concerns about roadworthiness and safety reported to the Service Provider's manager.

4.13 Any Staff used by the Service Provider to transport Cared For Individuals must:-

- Declare any driving convictions
- Be authorised by the Service Provider
- Hold a current driving licence appropriate for the vehicle driven.

## **5.0 HEALTH & SAFETY**

5.1 The Service Provider will ensure that:

5.1.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors

5.1.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents. Where there are four or less employees the Service Provider will have a statement which will be issued by the Council and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council

5.2 Records of all Health & Safety training, including refresher training must be kept and held locally.

5.3 All accidents, incidents and violent 'near misses' involving Staff must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an accident book.

## **6.0 QUALITY ASSURANCE**

6.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Council Officers will observe appropriate levels of Confidentiality at all times.

6.2 The Service Provider must have documented systems which enable it to:

- 6.2.1 check on whether it is delivering the Service in accordance with the terms of this Contract and
- 6.2.2 check whether it is doing this efficiently and effectively
- 6.2.3 check on whether Staff are provided safe systems of work
- 6.2.4 check whether the Service is being delivered in a way which takes account of Carers' needs and preferences and satisfaction
- 6.2.5 check to ensure that all records are up to date

- 6.2.6 check whether in the view of Carers and the Council and other relevant agencies the quality of the Service can be improved
- 6.2.7 provide information to the Council evidencing that the systems are in place and being used where requested

## **7.0 MONITORING**

- 7.1 Officers of the Council may seek to monitor this Contract by:
  - 7.1.1 visiting the premises where the Service is provided to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety
  - 7.1.2 carrying out a quality assurance exercise which may involve contacting Carers and ascertaining their views on the provision of the Service at the premises where the Service is provided
- 7.2 The Service Provider will:
  - 7.2.1 allow Officers of the Council access to the premises where the Service is provided (upon the production by Council Officers of an identity badge) to carry out a monitoring visit
  - 7.2.2 give assistance to Council Officers and prompt access to any file information or record it holds in respect of the provision of Service as required by this Contract
  - 7.2.3 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
  - 7.2.4 meet reasonable requests by Officers for information in order to investigate complaints made by Carers; or to assess the financial viability of the Service Provider, the reliability of service provision throughout the Contract period, consistency and standards and Carers' views of the Service.
- 7.3 The Service Provider will ensure that it obtains any necessary consent from Staff to allow the Council access to files to monitor the provision of the Service.

## **8.0 ADMINISTRATION**

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

## **9.0 CONFIDENTIAL INFORMATION AND RECORD KEEPING**

- 9.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 9.2 A register of Staff must be maintained which should include the following information
  - 9.2.1 name, address and telephone number (and a recent photograph)
  - 9.2.2 position held (including the date started) and hours worked
  - 9.2.3 next of kin - name, address and telephone number
  - 9.2.4 GP - name, address and telephone number
  - 9.2.5 Date of issue of identification and retrieval if appropriate
  - 9.2.6 Recruitment details including references, evidence of enhanced disclosure check and interview
  - 9.2.7 Induction and training records
  - 9.2.8 Copies of identification, training certificates and qualifications
- 9.3 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 9.4 The Service Provider will maintain appropriate records of Carers and in accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
  - 9.4.1 Carers are able to find out how the Service Provider deals with confidential and sensitive information about them and must be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this
  - 9.4.2 Carers and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission
  - 9.4.3 when the Carers has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Cared For Individual when possible
  - 9.4.4 Staff sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
  - 9.4.5 it has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly reviewed
  - 9.4.6 Staff induction contains training on confidentiality procedures. Staff files must evidence the date and nature of the induction on confidentiality that was given



to new Staff

- 9.4.7 confidentiality and security training needs are assessed on an on-going basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 9.4.8 Staff contracts explicitly mention confidentiality and disclosure issues.
- 9.4.9 the flows of Carers information are reviewed
- 9.4.10 information collections have a named owner (member of Staff) who is responsible for protecting access
- 9.4.11 confidential information on Carers is safeguarded so that unauthorised people do not gain access to it
- 9.4.12 protocols governing the sharing of Carers information with other organisations is agreed and understood
- 9.4.13 a named individual is appointed who will have responsibility for data security
- 9.4.14 it has a programme to review typical risks regarding Carers' identifiable information
- 9.4.15 incidents involving security breaches are anticipated and dealt with appropriately
- 9.4.16 security issues are monitored and reported
- 9.4.17 passwords are used to safeguard information held on computer regarding the Service
- 9.4.18 only authorised persons have access to information and only if they need it to carry out their roles
- 9.4.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification.

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

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

SIGNED by )  
authorised signatory on behalf of )

SHROPSHIRE COUNCIL )

SIGNED by )

authorised signatory on behalf of )

the SERVICE PROVIDER )

Name.....

Position in Organisation.....

**Pricing Schedule for the Independent Living Centre Service**

	Year 1	Year 2	Year 3		VAT Applicable?
<b>Block Funding - Individual Elements</b>					
1. Block Funding for Core Assessments, Info & Advice, Demonstrations, Training, etc					
2. Block Funding for Specific Health Moving & Handling Assessments @ 5-10 per Month					
3. Independent Living Workers					
<b>Total Core / Block - Pricing Individual Elements</b>	£0.00	£0.00	£0.00		

**OPTIONAL:**

<b>Only complete this section if you are able to offer a discount on the 'Total Core / Block - Pricing Individual Elements' Calculated Above:</b>					
	Year 1	Year 2	Year 3		VAT Applicable?
<b>Block Funding - Discounted Price if all 3 Elements are Delivered</b>					

# AMCV 104 – Independent Living Centre Service for Shropshire

## SHROPSHIRE COUNCIL

### Confidentiality Undertaking Regarding TUPE

[Date] 2016

[NAME]

Your ref: \*

Our ref: AMCV 104

Dear Procurement Team,

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

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

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

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

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

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

**DATED THIS DAY OF**

**Signature**

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

Please return to: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk).



## Tender Response Document

# AMCV 104 – Independent Living Centre Service for Shropshire

Name of TENDERING  
ORGANISATION  
(please insert)

**Independent Living Partnership Ltd**

## Shropshire Council Tender Response Document

The priorities for Shropshire's Draft Health & Wellbeing Strategy are focused on Prevention (Health promotion and resilience) and Sustainability (Promoting independence at home). The availability of an Independent Living Centre service will support these priorities through helping to increase the availability and use of aids and adaptations through promotion and signposting, as well as its core activity of undertaking occupational therapy assessments. In addition the Better Care Fund identifies a key strategic theme of keeping people independent for longer, with the funding of Disabled Facilities Grants for adaptations to people's homes coming through the Fund. It is therefore essential for the achievement of these priorities that people are able to access responsive, high quality and timely assessments for aids and adaptations so that they are able to continue living in a home which is fit for their needs.

Shropshire Council wishes to contract with an organisation which can help it to achieve these aims through the following elements:


1. Provision of a Core Independent Living Centre Service
2. Provision of specific moving and handling training / assessments for mechanical stand-aids through referrals from Health
3. Provision of an Independent Living Worker service to provide rapid and intensive support and practical assistance for people with complex 'independent living' needs

Tenderers should note that they must be prepared to bid for and deliver all 3 elements listed above. **However, the Council reserves the right not to award either or both of elements 2 and 3 above subject to clarification or otherwise of funding availability. In addition the Council also reserves the right to award either or both of elements 2 and 3 above to the preferred supplier at the contract commencement date or within 12 months of the contract commencement date.**

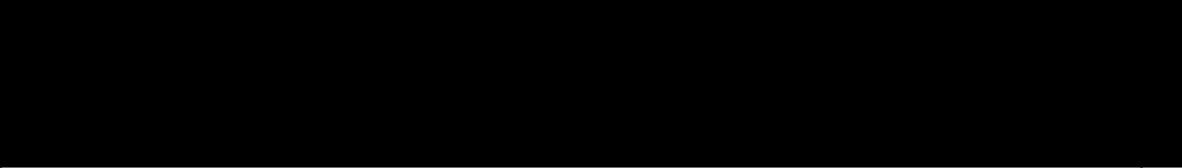
**The maximum possible available funding for this contract is capped at £325,500 per annum (Elements 1, 2 and 3 aggregated)** and is to be allocated by the Provider to ensure that the following are sufficiently provided, subject to the above reservations:

Element 1 – Core Independent Living Service





Element 2 – Specific Moving & Handling Training / Assessments for Health



Element 3 – Independent Living Workers



**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. 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**

<b>Section</b>	<b>Description</b>	<b>Page</b>
A1	Form of Tender	9
A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Supplier Information– For information only	13
C	Grounds for <u>Mandatory Exclusion</u>	16
D	Grounds for <u>Discretionary Exclusion</u>	19
E	Technical and Professional Ability	22
F	Tender Schedule	28

## **Award Criteria**

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. 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 to E)**

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 competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B	Supplier Information– For information only
Section C	Grounds for <u>Mandatory Exclusion</u>
Section D	Grounds for <u>Discretionary Exclusion</u>
Section E	Pass/ Fail Technical and Professional ability



In relation to discretionary exclusion grounds (section D &E):-

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

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

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

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

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

**Award Criteria – Weighted Marked Questions**

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

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 30% (300 marks)</b>		
Section F / Q 1.1	Price – Block Contract	30% / 300 max marks
<b>Total for price</b>		<b>30% / 300 max marks</b>
<b>Quality 70% (700 marks)</b>		
Section F / Q 2.1	Service Delivery, Capacity and Expertise	25% / 250 max marks
Section F / Q 2.2	Quality Assurance	10% / 100 max marks
Section F / Q 2.3	Safeguarding	5% / 50 max marks
Section F / Q 2.4	Innovation and Continuous Development	5% / 50 max marks
Section F / Q 2.5	Developing a Commercial Approach	10% / 100 max marks

Section F / Q 2.6	Social Value	10% / 100max marks
Section F / Q 2.7	Transition and Implementation	5% / 50max marks
<b>Total for quality</b>		<b>70% / 700 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:

<b>Assessment</b>	<b>Mark</b>	<b>Interpretation</b>
<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.

Tenderers must be prepared to deliver all 3 elements of this tender should funding be available. Tenderers should complete their tenders based on all 3 elements of this tender being awarded. In the event that fewer than all 3 elements are able to be funded at the contract commencement date the maximum available marks shown above will be awarded for each question based on the tenderer's response in respect of those elements which are funded at that point.

The tender receiving the highest initial mark for quality overall will receive the full % available for quality being 700 final Marks. 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 that category.

### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for Price as stated below. 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.

Price will be evaluated on the following basis:

Block contract total value over the maximum contract term (3 years) is calculated by aggregating the 3 block-funded elements:

Element 1 - Funding for work undertaken on assessments and consultations for disability-related equipment and adaptations; information and advice provided; display and demonstration of equipment including a 'mock' home environment; moving and handling assessments and training for professionals and carers. **A maximum of £213,500 per annum is available for provision of Element 1.**

Element 2 - Funding for specific moving and handling training for mechanical stand-aids referred from Health **A maximum of £32,000 per annum is available for provision of Element 2.**

Element 3 - Independent Living Workers **A maximum of £80,000 per annum is available for provision of Element 3.**

Please use the enclosed Pricing Schedule spreadsheet to set out your costs for delivering each of these elements. You should specify a cost for each element (a, b and c above) for each year. Any aggregate total cost for each year which is above the capped amounts per annum shown above will result in your tender being rejected. The total aggregate block contract cost over the 3 years is weighted at 30% (300 marks).

In the event that fewer than all 3 elements are able to be funded at the contract commencement date the maximum available marks for Price will be awarded to the most competitively priced tender in respect of the aggregate total block contract cost over the 3 years only in respect of only those elements which are funded.

If you are able to offer a discount to the aggregate total block contract Price for all 3 elements in the event that funding is confirmed for all 3 elements you should show this in the 'Optional' section of the Pricing Schedule. This will only be taken into

account if all 3 elements are awarded at the contract commencement date. However if elements 2 and 3 are awarded during the 12 month period after the commencement date the total discounted block contract Price would then apply from the date of commencement of the delivery of elements 2 and 3.



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

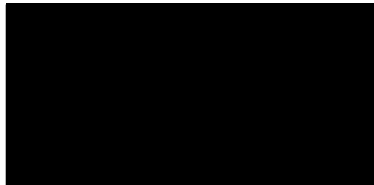
Non-Canvassing Certificate

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

I hereby certify that I 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 or acting on my behalf has done any such act.

I further hereby undertake that I 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 or acting on my behalf will do any such act.

Signed (1)



Status: Managing Director

Signed (2)

Status: Director

(For and on behalf of Independent Living Partnership Ltd)

Date ..... 21.7.16. ....

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

Non-collusive Tendering Certificate

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

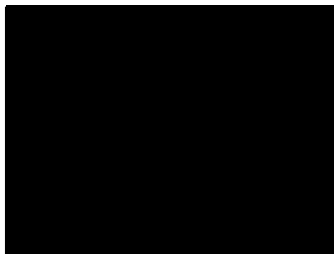
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I certify that this is a bona fide Tender, intended to be competitive and that I 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 also certify that I have not done and undertake that I will not do at any time any of the following acts:-

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

Signed (1) Jen Hall



Status...Managing Director

Signed (2) David Hall

Status: Director

(For and on behalf of Independent Living Partnership Ltd)

Date ..... 21.7.16 .....

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

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

No

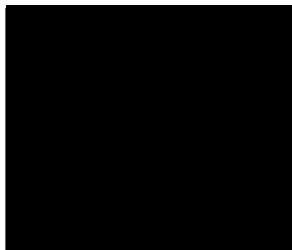
If yes, please give details:

Name	Relationship

**Please note:**

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

Signed (1) Jen Hall



Status: Managing Director

Signed (2) David Hall

Status: Director

(For and on behalf of Independent Living Partnership Ltd.)

Date ..... 21.7.16 .....



## SECTION B

### 1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	Independent Living Partnership Ltd	
Registered company address	The Lantern, Meadow Farm Drive, Shrewsbury, Shropshire, SY1 4NG	
Registered company number	5606892	
Registered charity number		
Registered VAT number	896 2267 78	
Name of immediate parent company	N/A	
Name of ultimate parent company	N/A	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) <sup>1</sup>	<input checked="" type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

<sup>1</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<b>1.2 Bidding model</b>	
<b>Please mark 'X' in the relevant box to indicate whether you are;</b>	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input checked="" type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes  <b><u>Consortium members</u></b>  <b><u>Lead member</u></b>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes  <b><u>Consortium members</u></b> <b><u>Current lead member</u></b> <b><u>Name of Special Purpose Vehicle</u></b>

<b>1.3 Contact details</b>	
Supplier contact details for enquiries about this tender	
Name	[REDACTED]
Postal address	Independent Living Partnership Ltd The Lantern Meadow Farm Drive Shrewsbury SY1 4NG
Country	UK
Phone	01743 250820
Mobile	07966 012 587
E-mail	[REDACTED]

<b>1.4 Licensing and registration (please mark 'X' in the relevant box)</b>		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p> <p>[REDACTED]</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

## SECTION C

### 2. – Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		X
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		X
(c) the common law offence of bribery;		X
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		X
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		X
(i) the offence of cheating the Revenue;		X
(ii) the offence of conspiracy to defraud;		X
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		X
(iv) fraudulent trading within the meaning of section 458		X

of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		X
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		X
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		X
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		X
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		X
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		X
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		X
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		X
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		X
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		X
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		X
(k) an offence under section 59A of the Sexual Offences Act 2003;		X
(l) an offence under section 71 of the Coroners and Justice Act 2009		X
(m) an offence in connection with the proceeds of drug		X

trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		X
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		X
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		X
<p><b><u>Non-payment of taxes</u></b></p> <p><b>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b></p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		X

## SECTION D

### 3. Grounds for discretionary exclusion

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		X
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;		X
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		X
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		X
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		X
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		X
(g) your organisation has 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;		X
(h) your organisation— (i) has been 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; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public		X

Contract Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		X
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		X
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		X

### **Conflicts of interest**

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

### **Taking Account of Bidders' Past Performance**

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

### **'Self-cleaning'**

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;



- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

#### 4. ECONOMIC AND FINANCIAL STANDING

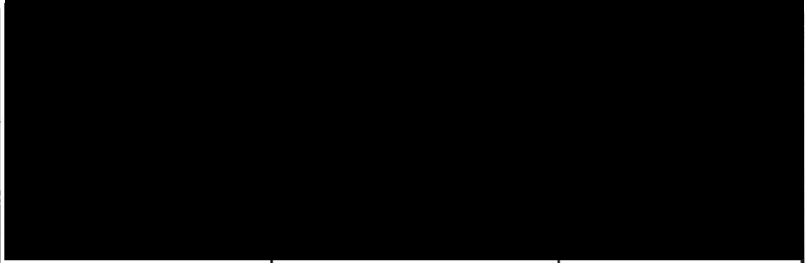
FINANCIAL INFORMATION									
4.1	<p><b>Please provide one of the following to demonstrate your economic/financial standing;</b> Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td></td> </tr> <tr> <td>(b) A statement of the turnover, profit &amp; loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td>X</td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) 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).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	X	(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) 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).	
(a) A copy of the audited accounts for the most recent two years									
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	X								
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) 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).									
4.2	<p><b>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	Name of the organisation		Relationship to the Supplier completing the PQQ					
Name of the organisation									
Relationship to the Supplier completing the PQQ									

**SECTION E**

**5. TECHNICAL AND PROFESSIONAL ABILITY**

5	<b>Relevant experience and contract examples</b>			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for services should have been performed during the past <u>three</u> years. VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority 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 will 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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
5.1	Name of customer organisation			
5.2	Point of contact in customer organisation Position in the organisation E-mail address			
5.3	Contract start date Contract completion date Estimated Contract Value			
5.4	In no more than 500 words, please provide a brief			

description of the contract delivered including evidence as to your technical capability in this market.



5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

Empty response area for question 5.5.

## 6 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

Further project specific questions relating to the technical and professional ability of the supplier.

### 6.1 - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000          Public Liability Insurance = £5,000,000          Professional Indemnity Insurance = £2,000,000</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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### 6.2 – Compliance with equality legislation

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

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

### 6.3 – Environmental Management

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

### 6.4 – Health & Safety

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

## 6.5 – Professional Qualifications

1.	Do your staff hold the appropriate qualifications for the roles they are undertaking, eg Occupational Therapists must hold a current registration with the Health and Care Professions Council (HCPC); BTEC Level 4 Safer People Handling or equivalent for those undertaking moving and handling training	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Please attach evidence</b>
----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

## 6.6 Safeguarding of adults and children

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

*	<p><i>Why do we need to know this?</i>  <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i>  <i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</i>  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419595/Working_Together_to_Safeguard_Children.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419595/Working_Together_to_Safeguard_Children.pdf</a></p> <p><i>“Adult Safeguarding: Multi-agency policy &amp; procedures for the protection of adults with care &amp; support needs in the West Midlands”</i>  <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 that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>Enclosed YES</p> <p>Enclosed YES</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB)  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a></p> <p>and Shropshire Council’s approach to safeguarding adults  <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p>I certify that I am familiar with and committed to deliver our service in compliance with local safeguarding processes.</p>	

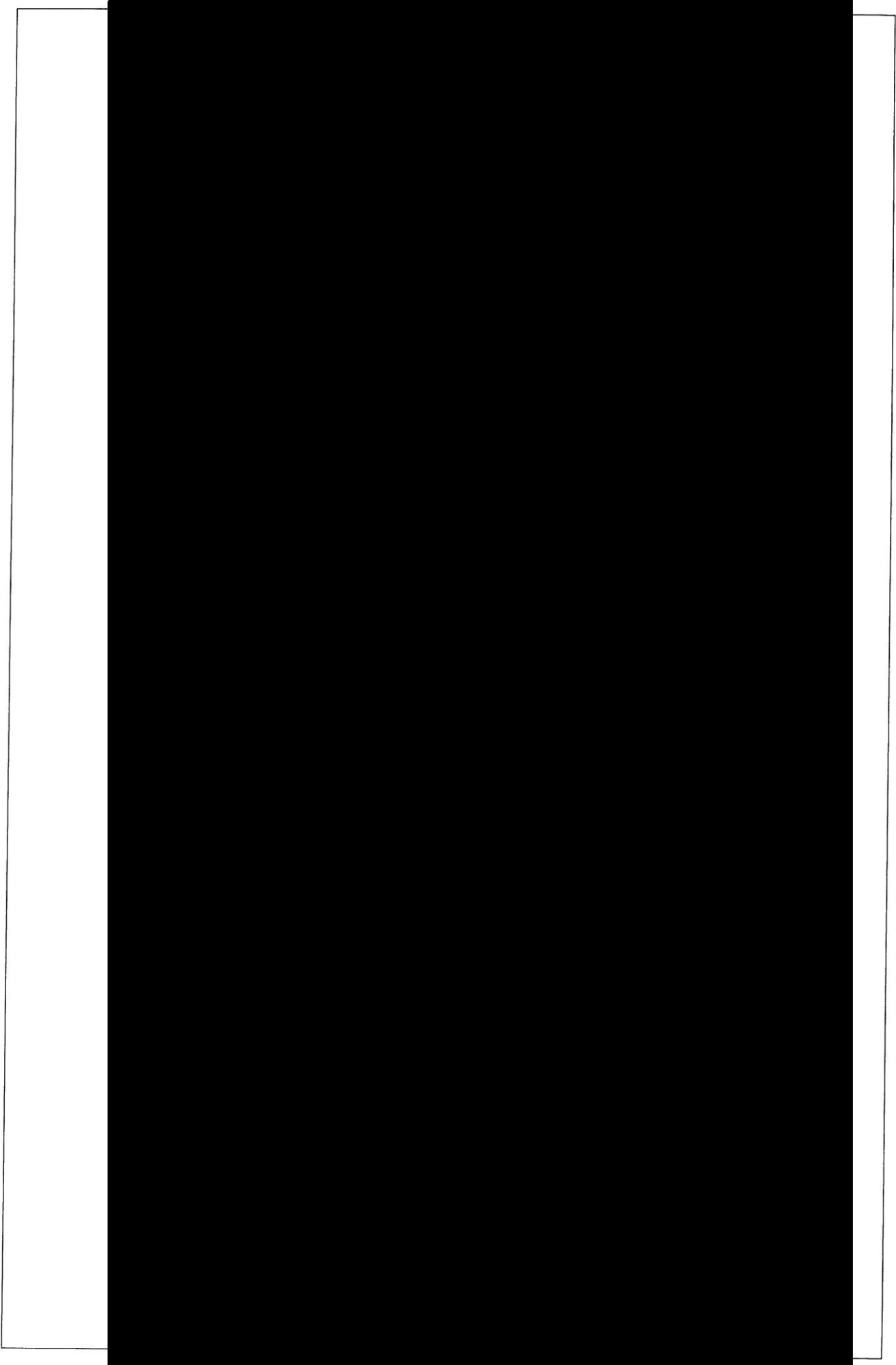
	Signed Status... Managing Director	
	(For and on behalf of Independent Living Partnership Ltd)	
	Date ..... 21.7.16 .....	

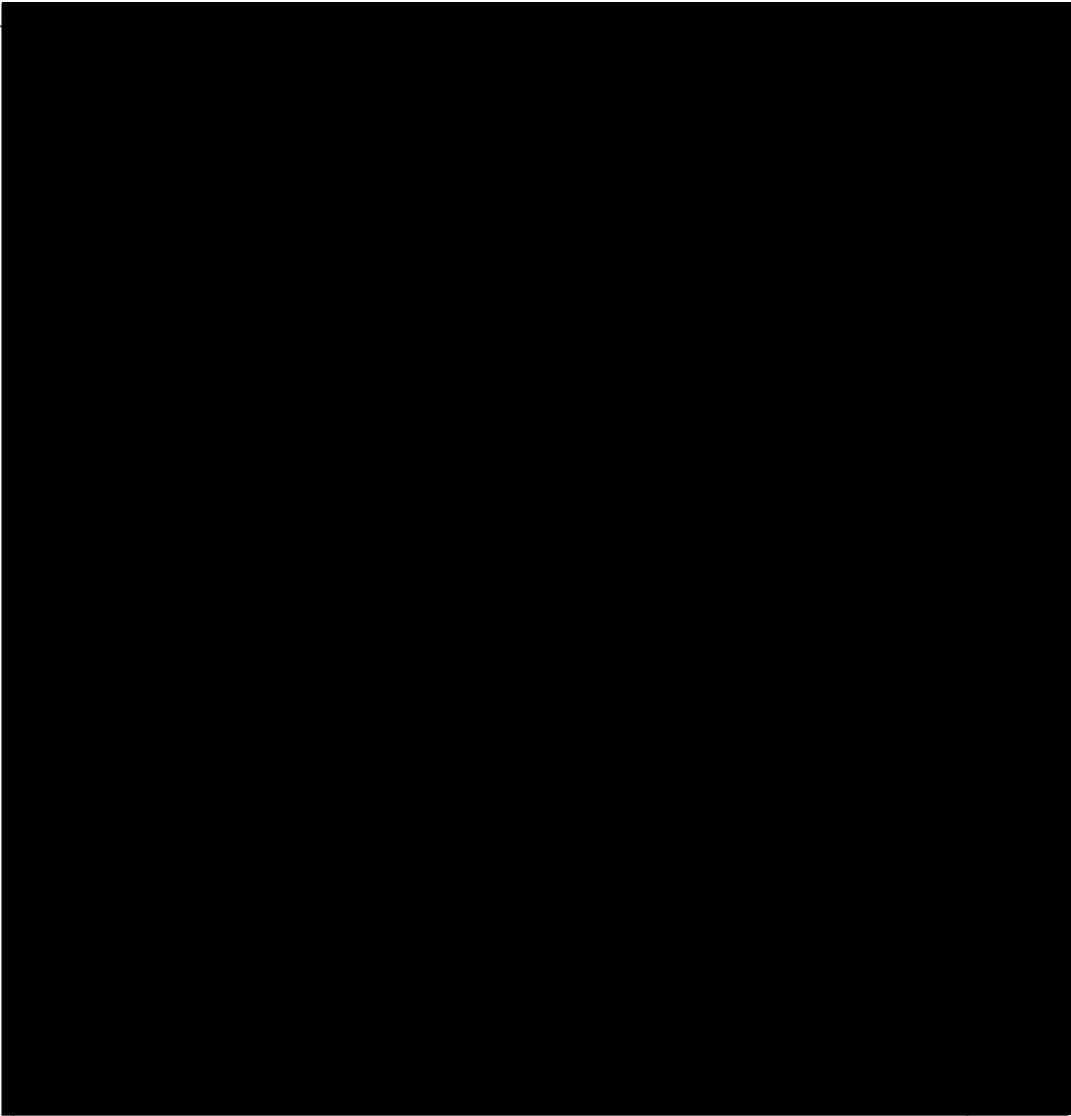
**SECTION F – TENDER SCHEDULE**

<b>1.</b>	<b>Pricing Schedule</b>
1.1	<p><b>You MUST fully complete the attached pricing schedule spreadsheet</b>                  Price will be evaluated on the following basis:</p> <p>Block contract total value over the maximum contract term (3 years) is calculated by aggregating the 3 block-funded elements:</p> <p style="padding-left: 40px;">Element 1 - Funding for work undertaken on assessments and consultations for disability-related equipment and adaptations; information and advice provided; display and demonstration of equipment including a 'mock' home environment; moving and handling assessments and training for professionals and carers. <b>A maximum of £213,500 per annum is available for provision of Element 1.</b></p> <p style="padding-left: 40px;">Element 2 - Funding for specific moving and handling training for mechanical stand-aids referred from Health <b>A maximum of £32,000 per annum is available for provision of Element 2.</b></p> <p style="padding-left: 40px;">Element 3 - Independent Living Workers <b>A maximum of £80,000 per annum is available for provision of Element 3.</b></p> <p>Please use the enclosed Pricing Schedule spreadsheet to set out your costs for delivering each of these elements. You should specify a cost for each element (a, b and c above) for each year. Any aggregate total cost for each year which is above the capped amounts per annum shown above will result in your tender being rejected. The total aggregate block contract cost over the 3 years is weighted at 30% (300 marks).</p> <p>In the event that fewer than all 3 elements are able to be funded at the contract commencement date the maximum available marks for Price will be awarded to the most competitively priced tender in respect of the aggregate total block contract cost over the 3 years only in respect of only those elements which are funded.</p> <p>If you are able to offer a discount to the aggregate total block contract Price for all 3 elements in the event that funding is confirmed for all 3 elements you should show this in the 'Optional' section of the Pricing Schedule. This will only be taken into account if all 3 elements are awarded at the contract commencement date. However if elements 2 and 3 are awarded during the 12 month period after the commencement date the total discounted block contract Price would then apply from the date of commencement of the delivery of elements 2 and 3.</p>

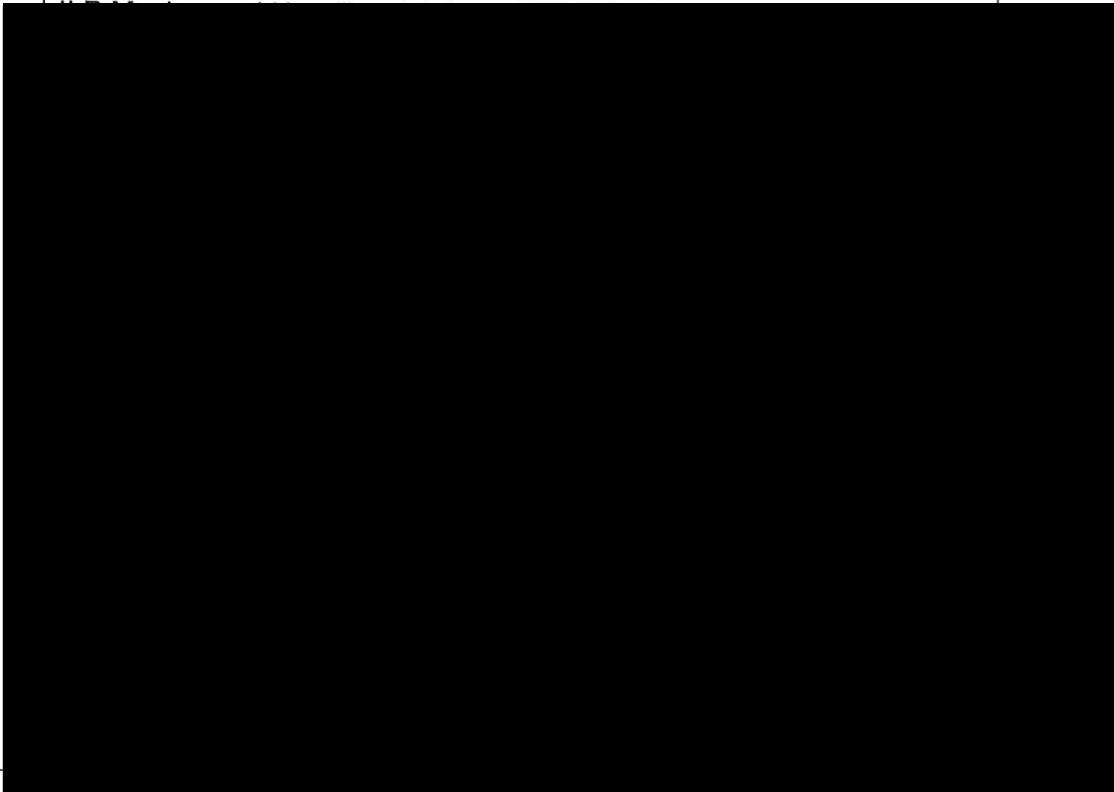


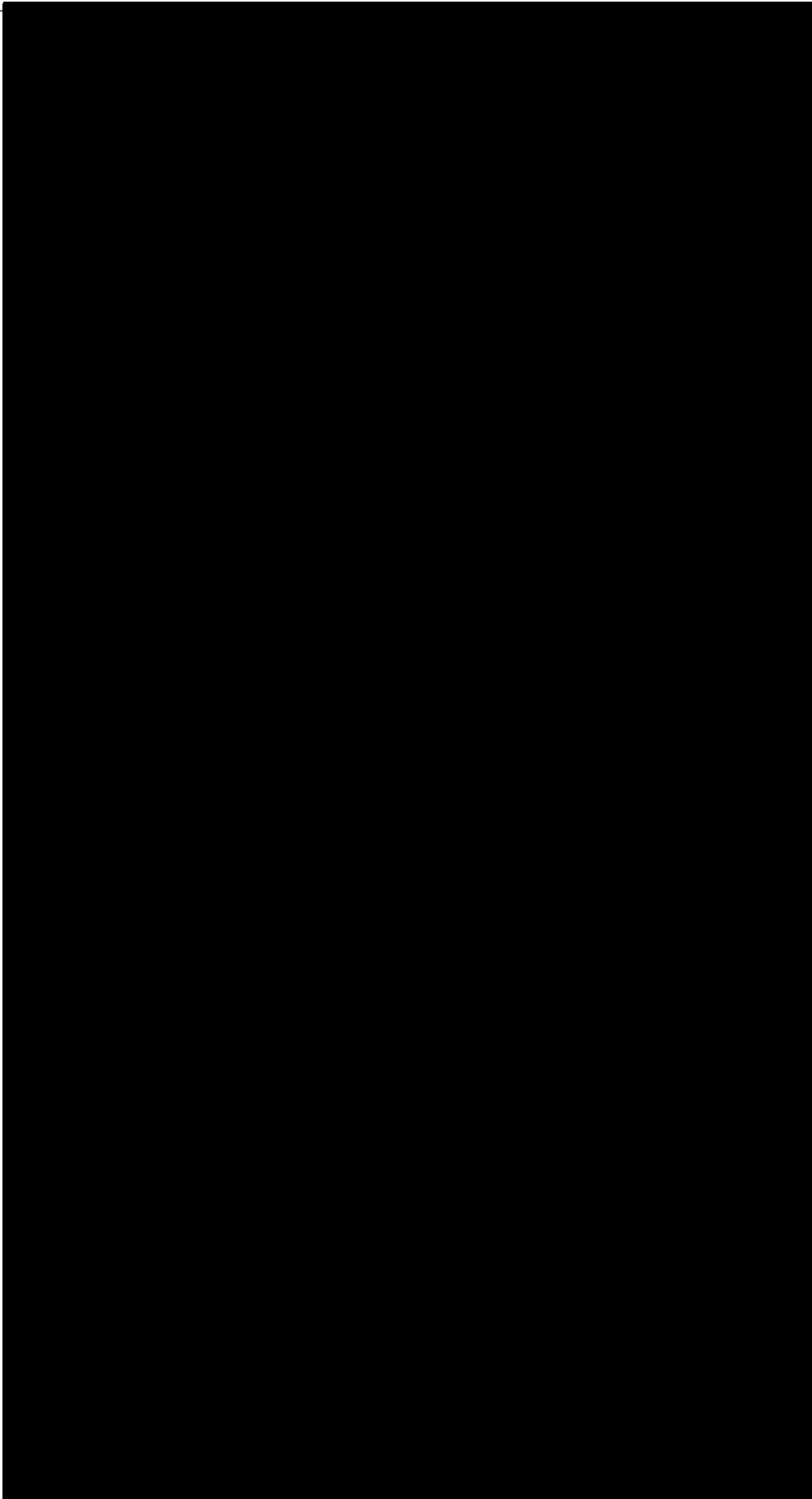
<p>2.</p>	<p><b>Tender Specification Response</b></p> <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses.</p> <p>Please note that tenderers must be prepared to deliver all 3 elements of this tender should funding be available. Tenderers should complete their tenders based on all 3 elements of this tender being awarded. In the event that fewer than all 3 elements are able to be funded at the contract commencement date the maximum available marks shown above will be awarded for each question based on the tenderer's response in respect of those elements which are funded at that point.</p>	
<p>2.1</p>	<p>Describe your approach to efficient delivery of the range of functions as described in Sections 2.1 and 2.3 of the Service Specification. Please structure your response so that each element is described:</p> <ul style="list-style-type: none"> <li>- Element 1 – Core Independent Living Centre Service</li> <li>- Element 2 - Carrying out moving &amp; handling training and assessments for Health</li> <li>- Element 3 - Independent Living Workers</li> </ul> <p>Your response should include a description of:</p> <ul style="list-style-type: none"> <li>- your staffing structure and utilisation of staff;</li> <li>- how you will ensure that staff are competent and adequately qualified for their role;</li> <li>- response times including timescales from referral to assessment;</li> <li>- how you will apply the principles of 'Making Every Contact Count' <a href="http://www.makingeverycontactcount.co.uk/index.html">http://www.makingeverycontactcount.co.uk/index.html</a> in identifying and addressing the health and wellbeing needs of individuals</li> <li>- the partnerships and professional relationships you have or will develop in order to maximise effectiveness</li> </ul> <p>(Maximum 2,500 words)</p> <p><b>Element 1 – Core Independent Living Centre Service</b></p> <div style="background-color: black; height: 200px; width: 100%;"></div>	<p>25% / 250 marks</p>



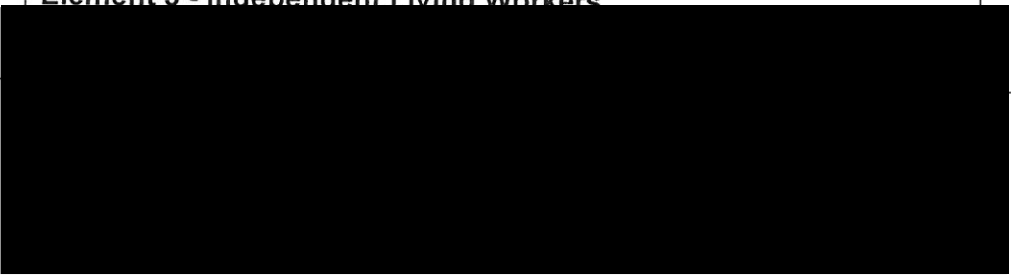


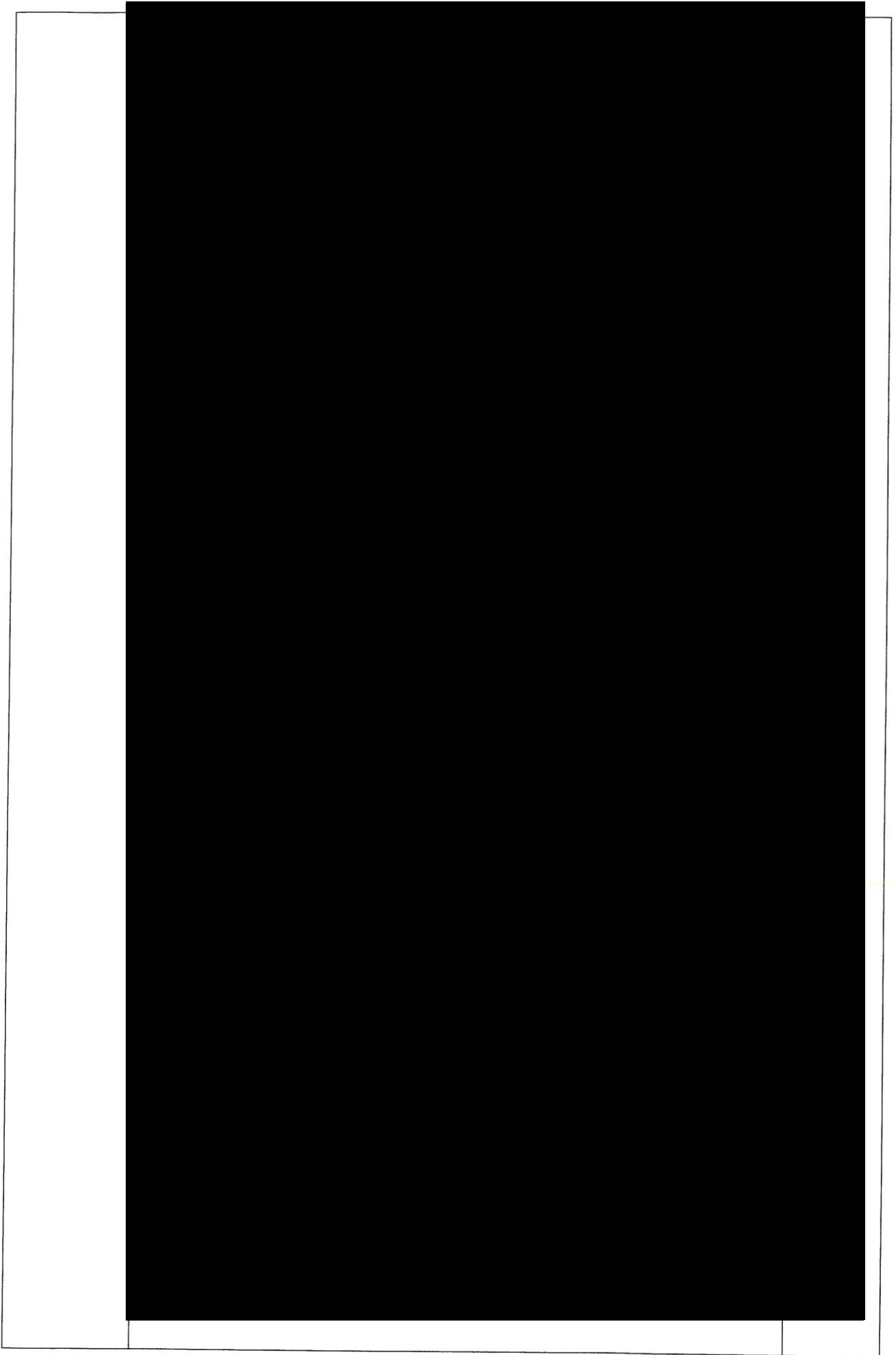
**Element 2 - Carrying out moving & handling training and assessments for Health**

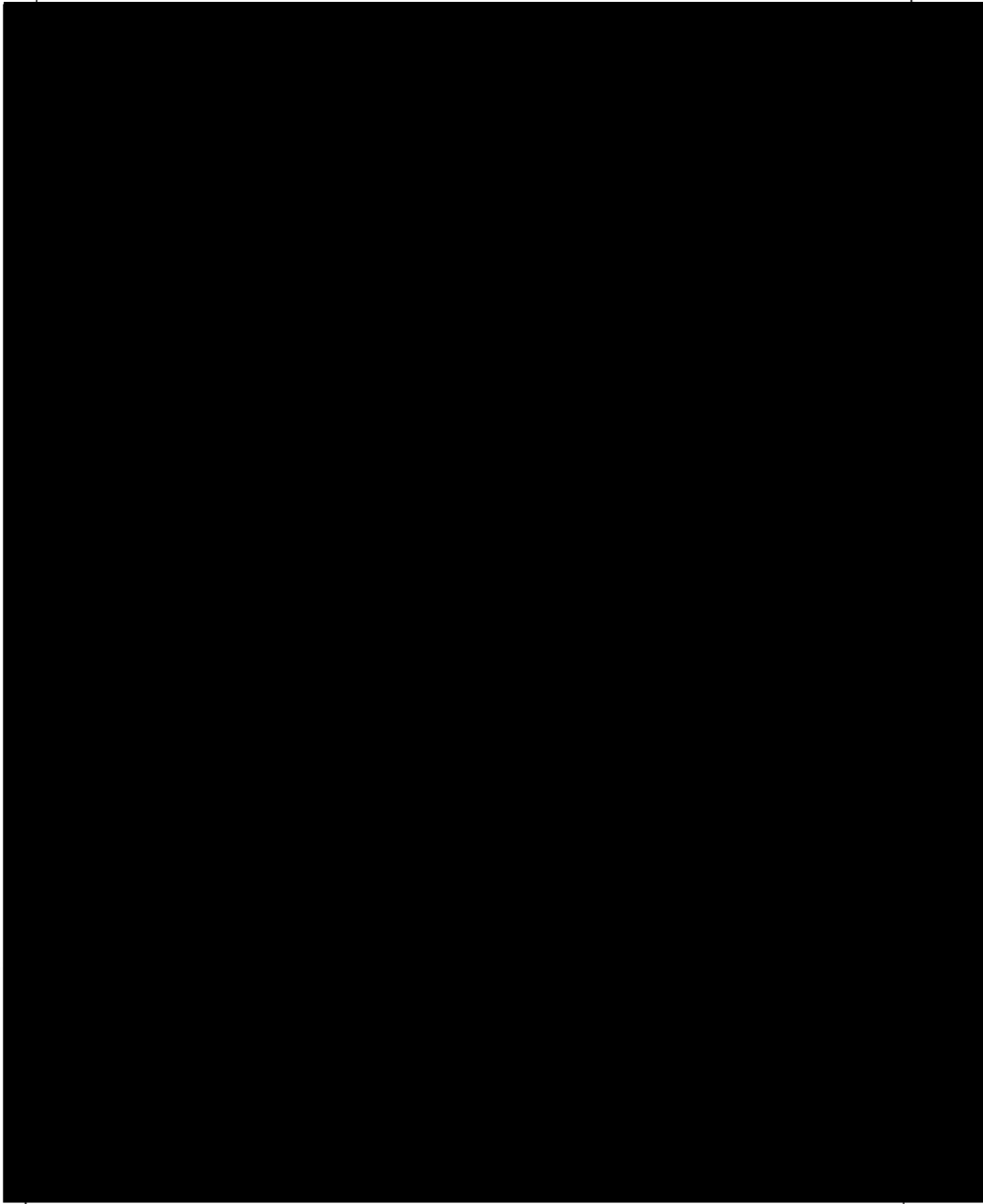
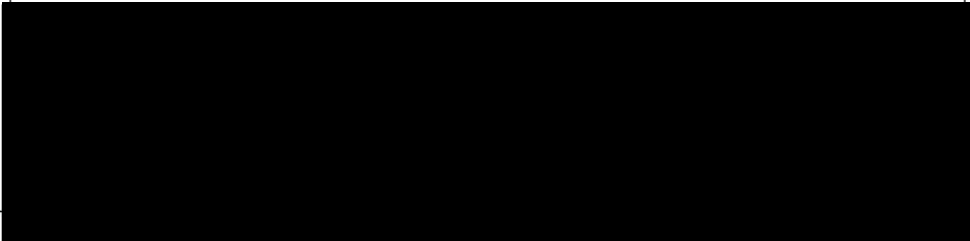


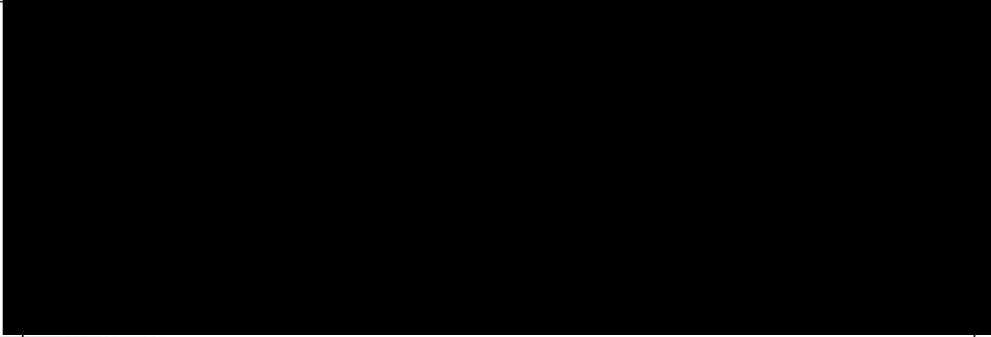
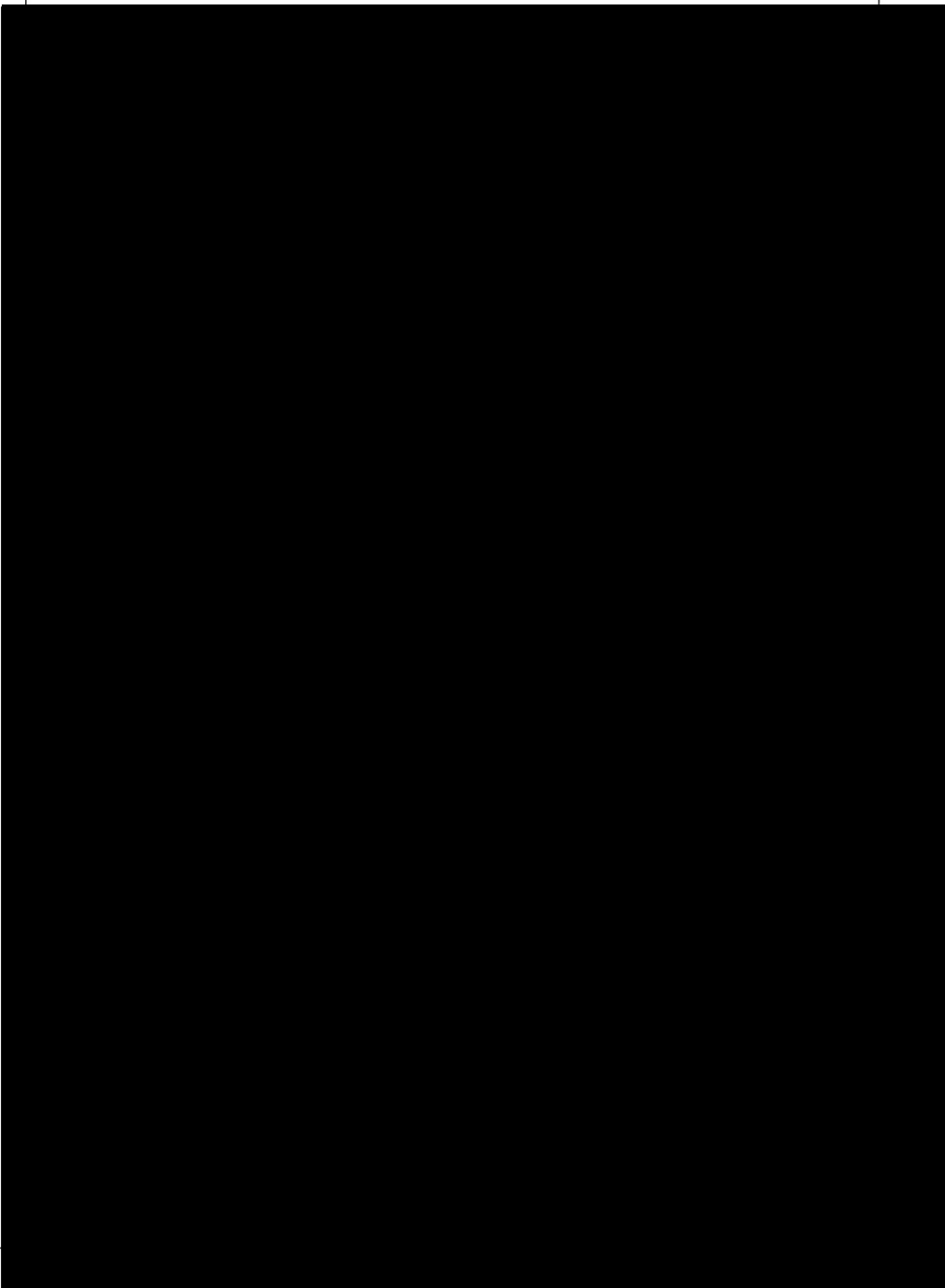



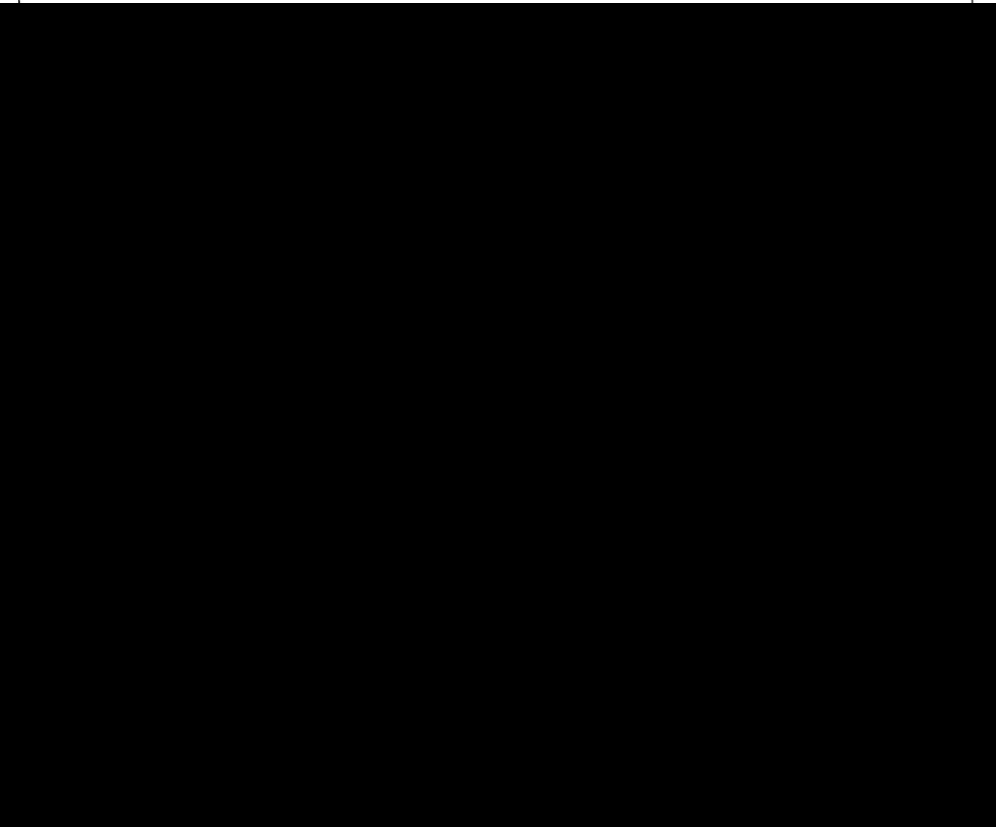
Element 3 - Independent Living Workers



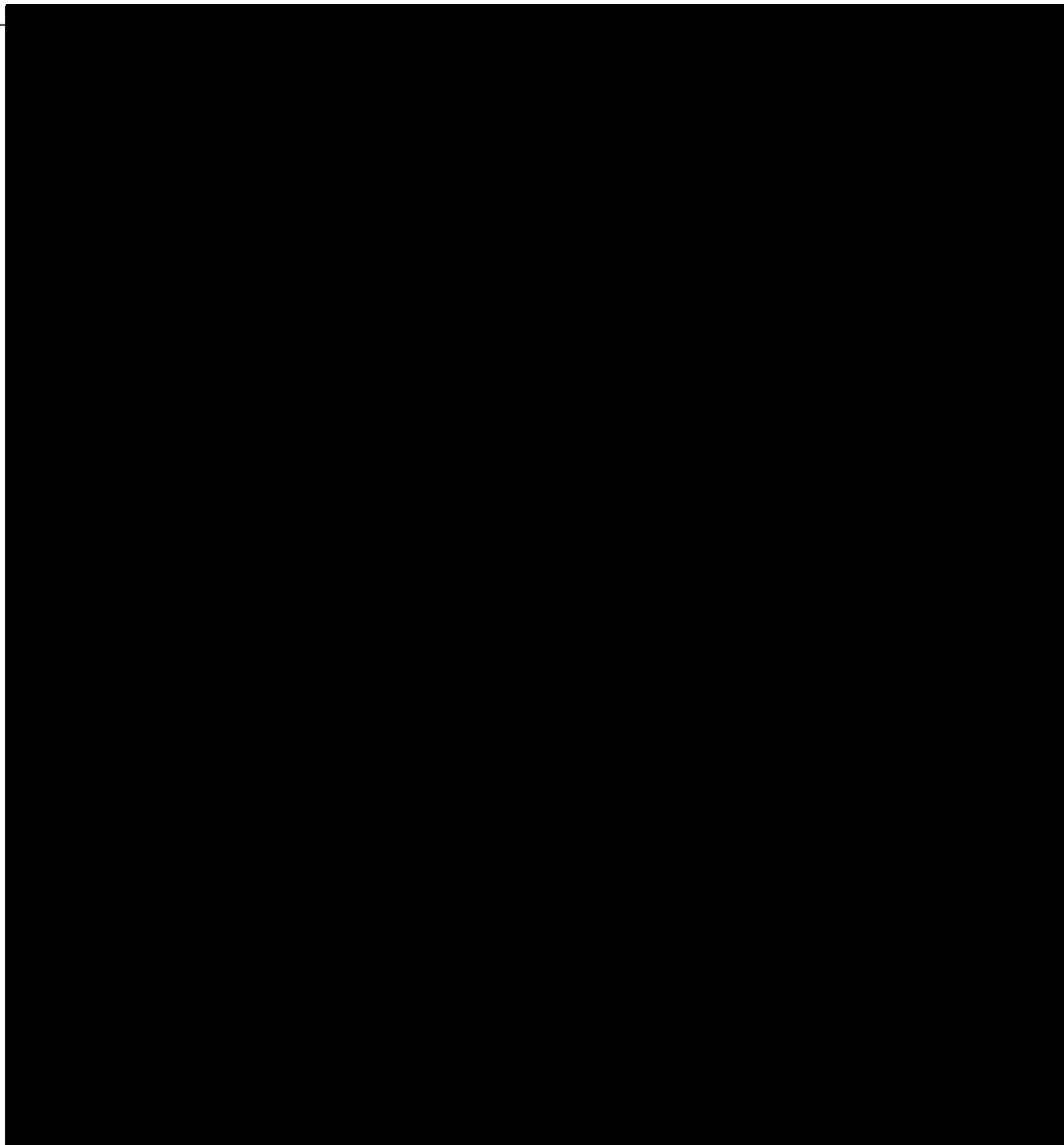


2.2	<p>Describe how you will ensure high quality and consistency in the range of work being undertaken and the measures and/or evidence you will use to demonstrate this. Please refer to the role that customer and stakeholder feedback would play in evidencing quality. (Maximum 1,000 words)</p> 	10% / 100 marks
2.3	<p>Please describe and give evidence of your approach to safeguarding which should include your organisation's policy, staff training and practical application of the Council's safeguarding expectations. (Maximum 500 words)</p> 	5% / 50 marks

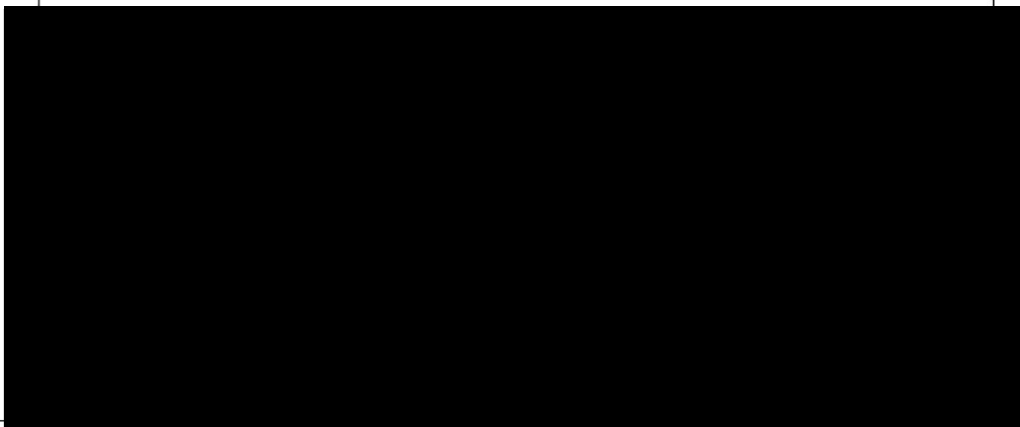
		
2.4	<p>Describe how you will approach ongoing development of the Service in conjunction with the Council and other stakeholders and how you will actively seek ways to be innovative in the delivery of the Service and in its approach to partnership working. (Maximum 750 words)</p> 	5% / 50 marks

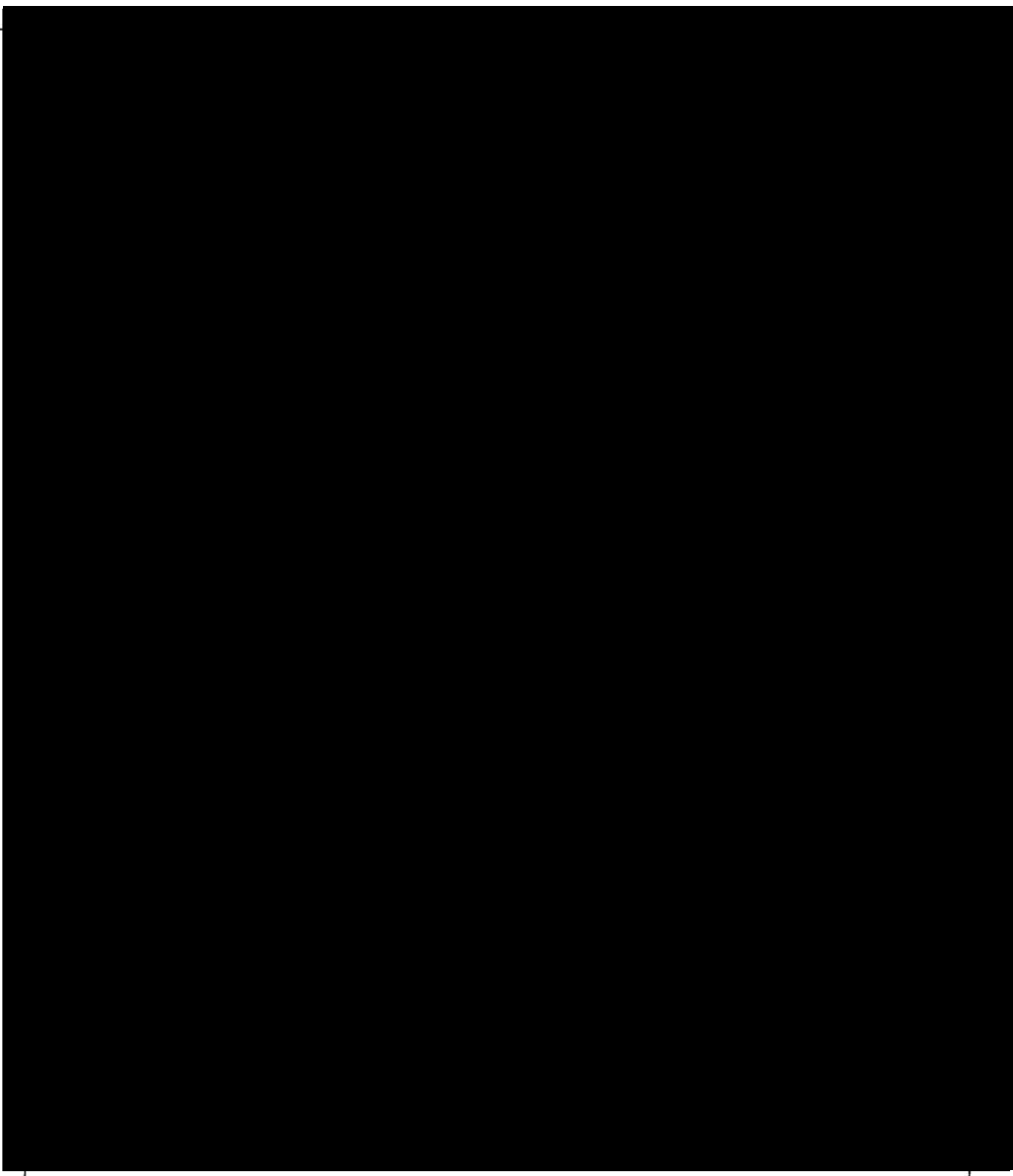
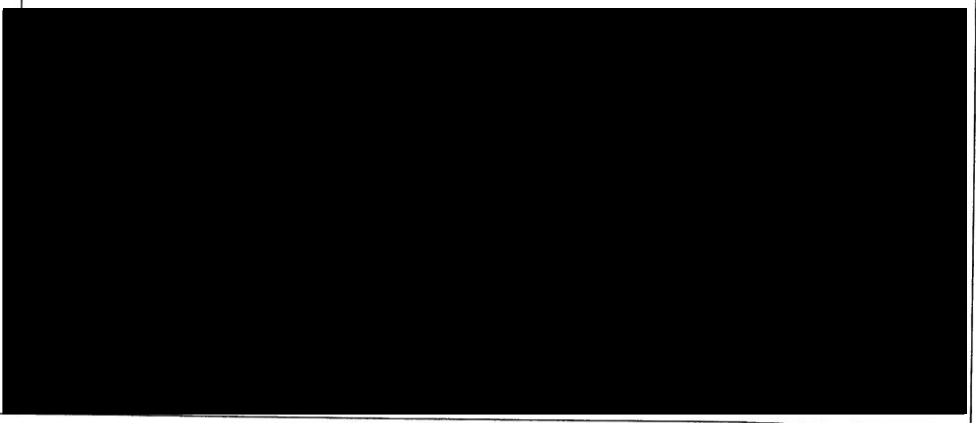
		
2.5	<p>It is a key requirement that the Service is able to be resilient and sustainable through adopting an appropriate commercial model which meets the needs of the target audience and by marketing itself effectively. Please describe how you propose to work to develop this, including the expected timescales, as well as innovative ideas for sharing the financial benefits with the Council and/or its partners. (Maximum 1,000 words)</p> 	10% / 100 marks





2.6	<p>Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference:</p> <ul style="list-style-type: none"><li>- How you will support the local supply chain</li><li>- Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these</li><li>- Support for and work with the local voluntary and social enterprise sector to complement outcomes</li></ul> <p>(Maximum 750 words)</p>	10% / 100 marks
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2.7	<p>This contract will require a rapid handover and transition. Please describe your approach to this and set out a timetable for full implementation by no later than within 2 months of the contract start date and which may include pre- and post-contract work (Maximum 500 words)</p> 	5% / 50 marks



personal & commercial info

Independent Living Partnership Ltd  
The Lantern  
Meadow Farm Drive  
Shrewsbury  
SY1 4NG  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 9<sup>th</sup> August 2016

Emailed to: [REDACTED]

Dear Jen

## AMCV 104 – INDEPENDENT LIVING CENTRE SERVICE FOR SHROPSHIRE

### SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 19<sup>th</sup> August 2016.

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

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

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

Criteria	Your Weighted Score	Your Rank (out of all 3 tenders received)
Price (out of 300 marks)	[REDACTED]	[REDACTED]
Quality (out of 700 marks)	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]

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

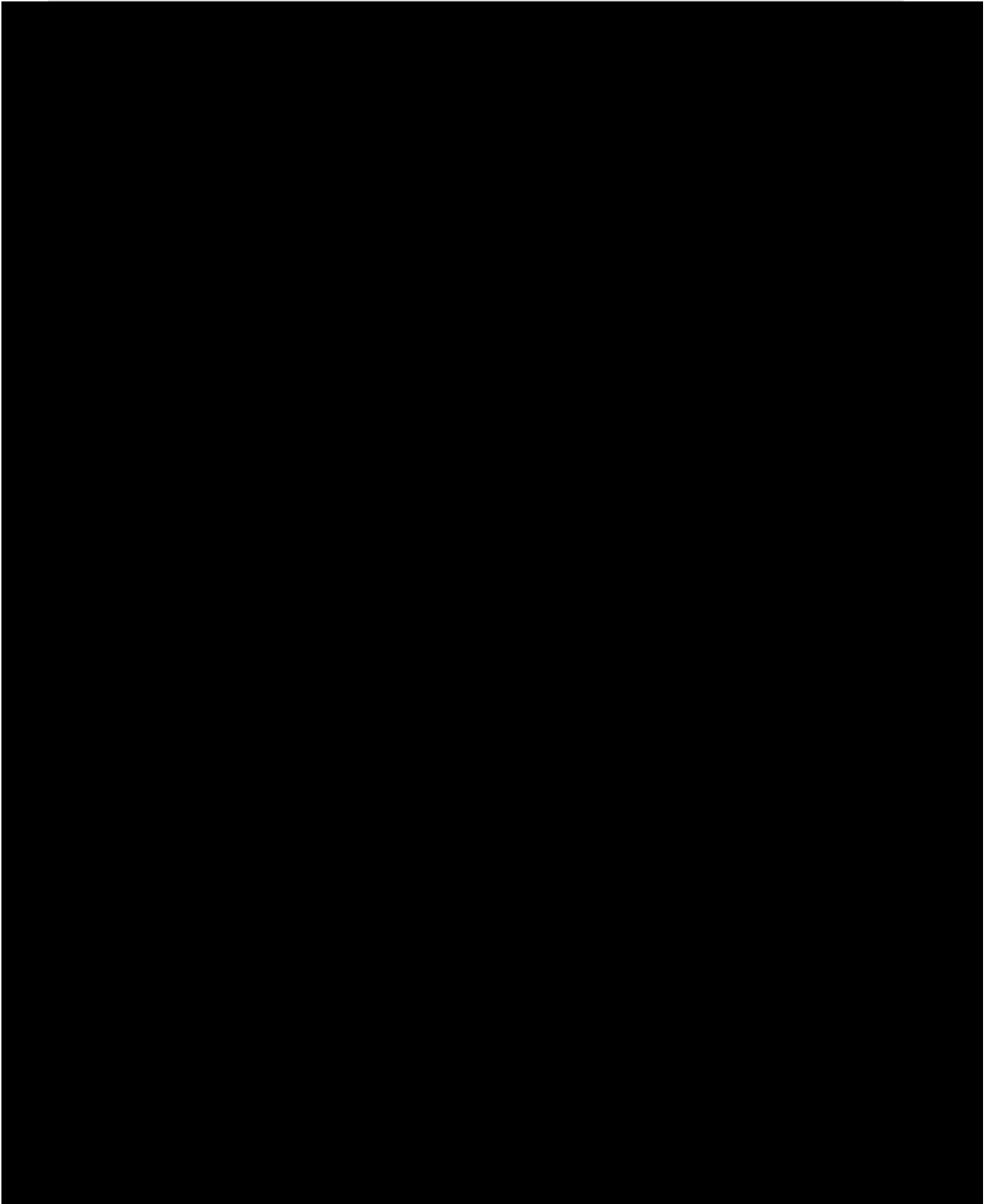


commercial info

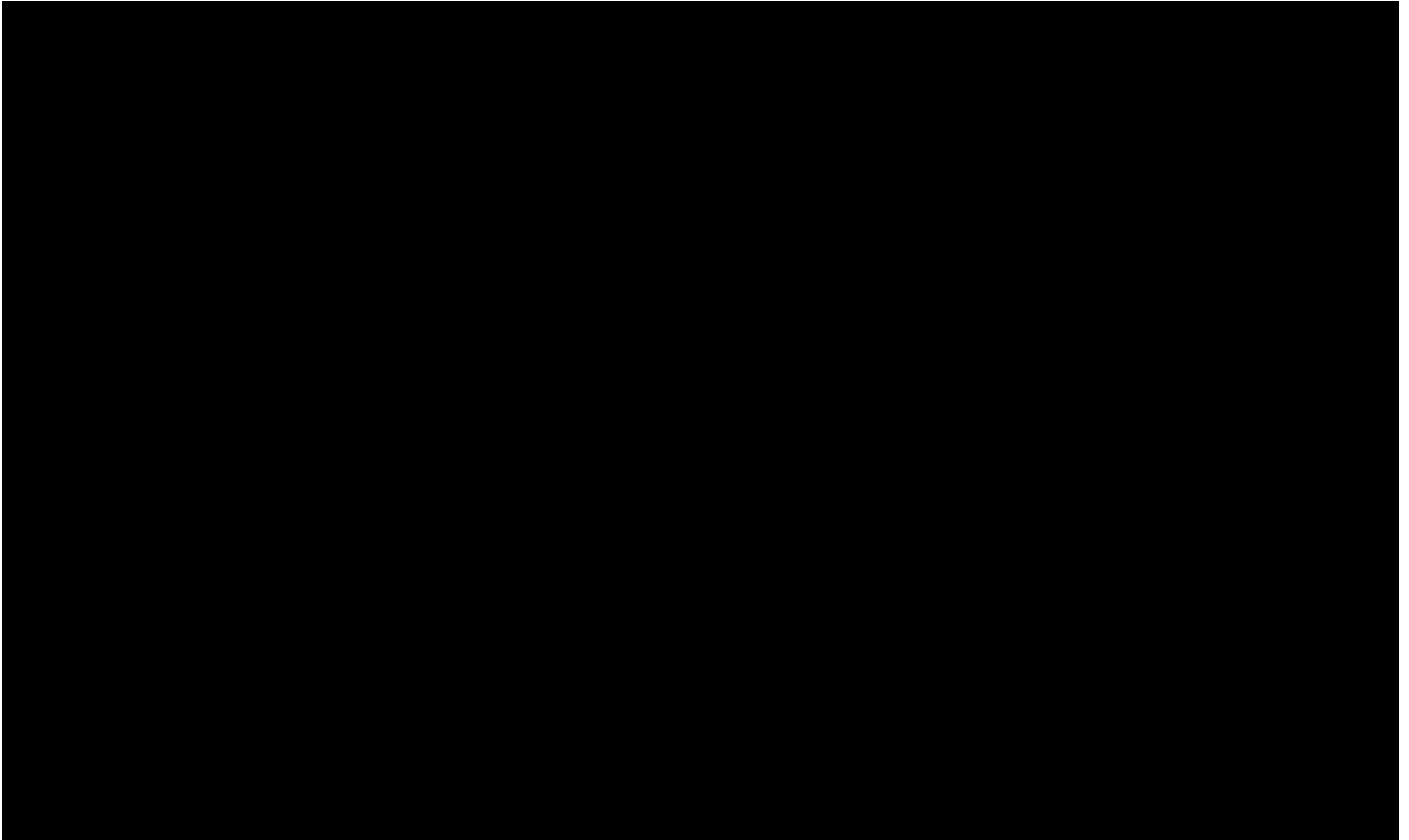
**AMCV 104 - Independent Living Centre**

**Quality (700 max marks)**

**Independent Living Partnership**

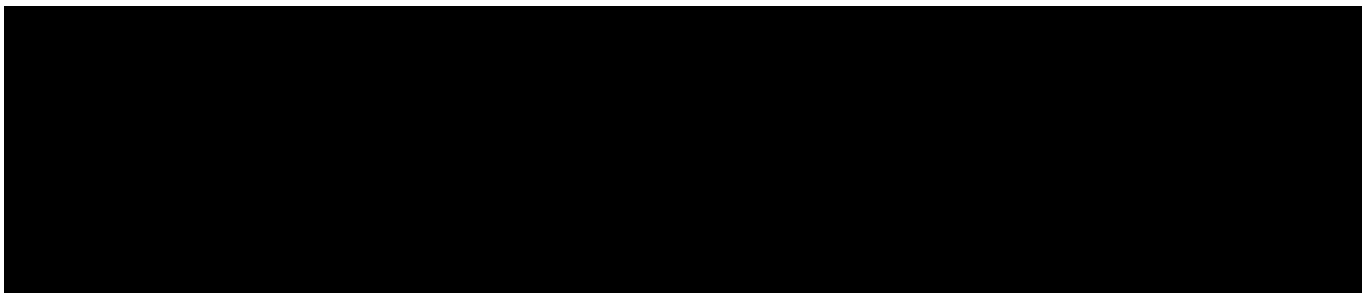


commercial & personal info



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

Yours faithfully



Commissioning Development Manager

Director of Adult Services