

UK-Shrewsbury: Social work services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743252337, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: <http://www.shropshire.gov.uk>

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/> 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: <https://www.delta-esourcing.com>

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: EMC 158 - Supported Living Framework

Reference Number: EMC 158

II.1.2) Main CPV Code:

85310000 - Social work services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is setting up a Framework of service providers for Supported Living Services for adults with learning disabilities who live in single or joint tenancies in the community. The Council wishes to appoint providers for two categories of support: a Maximum of 5 providers for higher level services and a Maximum of 7 providers for lower level services and only providers appointed to the Framework will be able to quote for supported living services in Shropshire for the duration of the Framework.

II.1.5) Estimated total value:

Value excluding VAT: 24,000,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: 2

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Lots 1 and 2

II.2) Description

II.2) Description Lot No. 1

II.2.1) Title: Lot 1 - High Level Supported Living Services for Adults with a Learning Disability
Lot No: 1

II.2.2) Additional CPV codes:

85310000 - Social work services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is setting up a Framework of service providers for Supported Living Services for adults with learning disabilities who live in single or joint tenancies in the community. The Council wishes to appoint providers for two categories of support: a Maximum of 5 providers for higher level services and a Maximum of 7 providers for lower level services and only providers appointed to the Framework will be able to quote for supported living services in Shropshire for the duration of the Framework. The framework will be a four year period targeted to commence on the 1st September 2016.

High level support services are deemed to be for individuals who may have combinations of some of the following more complex behaviours: self-injurious; difficult to engage; poor motivation; aggressive outbursts; complex behaviours associated with autistic spectrum disorder; obsessive/compulsive; attention seeking. Such services will require psychological and specialist behavioural support on a regular basis to ensure that there are robust support plans in place to enable people to regain as much independence as possible.

Low level support is deemed to be for individuals who do not present with the above mentioned more complex behaviours and are likely to require less support hours, but may have behaviours associated with autistic spectrum disorder and still require significant support to maintain independence in the home and in the community.

In all supported living services there will be a requirement for sleep or wake nights or both. The day support hours will be a minimum of 50 hours per week but may require 2 or 3 staff on duty for 14 hours each day 7 days per week.

Once a service provider is appointed onto this Framework they will have the opportunity to quote along with all other appointed providers for all new supported living schemes for adults with learning disabilities in the appropriate category (high or low level support) to which the provider is appointed. However each provider will be required to quote at a maximum of its tendered costs and will be awarded individual supported living services on the basis of their cost submission. The Council will develop its existing electronic brokerage system to incorporate supported living opportunities and all providers on the Framework will be given access to this system.

The Council reserves the right to temporarily suspend a provider from the Framework where it considers that there are significant safeguarding concerns about the quality of service being provided.

The Council will have full nomination rights to the services.

In the interest of continuity for individuals receiving the services under this Framework, the individual care contracts awarded will be for longer periods than the 4 years of the Framework itself.

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 will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

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

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: 10,000,000

Currency: GBP

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

Duration in months: 48

This contract is subject to renewal: No

Description of renewals: Not provided

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 2

II.2.1) Title: Lot 2 - Supported Living Services for Adults with a Learning Disability

Lot No: 2

II.2.2) Additional CPV codes:

85310000 - Social work services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is setting up a Framework of service providers for Supported Living Services for adults with learning disabilities who live in single or joint tenancies in the community. The Council wishes to appoint providers for two categories of support: a Maximum of 5 providers for higher level services and a Maximum of 7 providers for lower level services and only providers appointed to the Framework will be able to quote for supported living services in Shropshire for the duration of the Framework. The framework will be a four year period targeted to commence on the 1st September 2016.

High level support services are deemed to be for individuals who may have combinations of some of the following more complex behaviours: self-injurious; difficult to engage; poor motivation; aggressive

outbursts; complex behaviours associated with autistic spectrum disorder; obsessive/compulsive; attention seeking. Such services will require psychological and specialist behavioural support on a regular basis to ensure that there are robust support plans in place to enable people to regain as much independence as possible.

Low level support is deemed to be for individuals who do not present with the above mentioned more complex behaviours and are likely to require less support hours, but may have behaviours associated with autistic spectrum disorder and still require significant support to maintain independence in the home and in the community.

In all supported living services there will be a requirement for sleep or wake nights or both. The day support hours will be a minimum of 50 hours per week but may require 2 or 3 staff on duty for 14 hours each day 7 days per week.

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The Council reserves the right to temporarily suspend a provider from the Framework where it considers that there are significant safeguarding concerns about the quality of service being provided.

The Council will have full nomination rights to the services.

In the interest of continuity for individuals receiving the services under this Framework, the individual care contracts awarded will be for longer periods than the 4 years of the Framework itself.

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 will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

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

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: 14,000,000

Currency: GBP

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

Duration in months: 48

This contract is subject to renewal: No

Description of renewals: Not provided

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: 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 documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

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

Not Provided

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

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

See tender documentation

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation

III.2.2) Contract performance conditions

See tender documentation

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

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

Section IV: Procedure

IV.1) Description

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

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: 12

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: 03/06/2016 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:

Duration in month(s): 6

IV.2.7) Conditions for opening of tenders:

Date: 03/06/2016

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 4 years

VI.2) Information about electronic workflows

Electronic ordering will be used Yes

Electronic invoicing will be accepted No

Electronic payment will be used Yes

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:-Social-work-services./5N298N8248>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/5N298N8248>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

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

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 28/04/2016

personal info

Commissioning Development & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

27th April 2016

Email: procurement@shropshire.gov.uk

Dear Sirs

EMC 158 - SUPPORTED LIVING FRAMEWORK

SHROPSHIRE COUNCIL

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

1. Tender Response Document (for completion and return)
2. Finance Schedule spreadsheet (for completion and return)
3. Instructions for Tendering (for completion and return)
4. Form of Contract and specifications
5. General Terms and Conditions

Tenders should be made on the enclosed Tender Response Document and Pricing Schedule 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 3rd June 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
- Tenders are received after **12 noon on the given deadline**

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 27th April 2016 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **27th May 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

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

commercial info

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.

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

Yours faithfully



Commissioning Development and Procurement Manager
Procurement & Contracts
Enc



Tender Response Document

EMC 158 - Supported Living Framework

Name of TENDERING
ORGANISATION
(please insert)

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

Shropshire Council Tender Response Document

Shropshire Council is setting up a Framework of service providers for Supported Living Services for adults with learning disabilities who live in single or joint tenancies in the community. The Council wishes to appoint providers for two categories of support: a Maximum of 5 providers for higher level services and a Maximum of 7 providers for lower level services and only providers appointed to the Framework will be able to quote for supported living services in Shropshire for the duration of the Framework. The framework will be a four year period targeted to commence on the 1st September 2016.

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

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.

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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (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</u> Exclusion
Section D	Grounds for <u>Discretionary</u> Exclusion
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 is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Lot 1 - High Level Supported Living Services for Adults with a Learning Disability

In order to be considered for this Framework a bidder must give assurance and demonstrate how they will have a sufficiently robust local management structure in place to deliver high quality supported living services in Shropshire. A bidder **must** be able at the commencement of the Framework to viably: quote for services and respond at short notice to critical issues in schemes awarded to them, and then carry out training and supervision locally and offer full and appropriate support to staff at the services.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (80 marks)		
Section F / Q 1	Price	80 max marks
Total for price		80 max marks
Quality 60% (120 marks)		
Section F / Q 2.1	Appropriate registered organisational structure in place to deliver service in Shropshire	Pass / Fail
Section F / Q 2.2	Examples of High level services	Pass / Fail
Section F / Q 2.3	Specialist behavioural support	Pass / Fail
Section F / Q 2.4	Maximising independence in supported living	2 / 20 max marks
Section F / Q 2.5	Safe support with focus on rehabilitation and independence	2 / 20 max marks
Section F / Q 2.6	Management of challenging behaviours	1 / 10 max marks
Section F / Q 2.7	Recruitment and retention	1 / 10 max marks
Section F / Q 2.8	Staff training	1 / 10 max marks
Section F / Q 2.9	Transition to supported living	2 / 20 max marks
Section F / Q 2.10	Support for adults with autism	2 / 20 max marks
Section F / Q 2.11	Social Value	1 / 10 max marks
Total for quality		12 / 120 max marks

Lot 2 - Supported Living Services for Adults with a Learning Disability

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (66 marks)		
Section F / Q 1	Price	66 max marks
Total for price		66 max marks
Quality 60% (100 marks)		
Section F / Q 3.1	Maximising independence in supported living	2 / 20 max marks
Section F / Q 3.2	Views of families, carers and	1 / 10 max marks

	advocates	
Section F / Q 3.3	Involvement and Engagement	1 / 10 max marks
Section F / Q 3.4	Management of challenging behaviours	1 / 10 max marks
Section F / Q 3.5	Ensuring quality	1 / 10 max marks
Section F / Q 3.6	Systems for safeguarding	1 / 10 max marks
Section F / Q 3.7	Support for adults with autism	2 / 20 max marks
Section F / Q 3.8	Social Value	1 / 10 max marks
Total for quality		10 / 100 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and</i>

		<i>quality measures, with little or no evidence to support the response.</i>
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The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for Quality Criteria overall will receive the full 60% marks available for Quality. Other tenders will receive a % mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.

Price Evaluation and scoring

Lot 1 - High Level Supported Living Services for Adults with a Learning Disability

Price has an overall weighting of **40%** of the total evaluation criteria. Please complete the pricing schedule attached. The price that will be evaluated will be the total cost of the basket of goods as shown in cell B28 on the 'Basket of Goods' worksheet.

The most competitively priced tender will receive the maximum mark of 80. Less competitive tenders will receive a % of the maximum mark available that represents the difference in cost or reduction between that tender and the most competitively priced tender.

The 5 successful tenders selected to the framework will be those scoring the highest scores when the Quality and Price scores are combined

Lot 2 - Supported Living Services for Adults with a Learning Disability

Price has an overall weighting of **40%** of the total evaluation criteria. Please complete the pricing schedule attached. The price that will be evaluated will be the total cost of the basket of goods as shown in cell B28 on the 'Basket of Goods' worksheet.

The most competitively priced tender will receive the maximum mark of 66. Less competitive tenders will receive a % of the maximum mark available that represents the difference in cost or reduction between that tender and the most competitively priced tender.

The 7 successful tenders selected to the framework will be those scoring the highest scores when the Quality and Price scores are combined

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Supported Living Framework

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

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

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

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Name of tendering organisation:

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
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 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) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

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

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input 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 <u>Consortium members</u> <u>Lead member</u>
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 <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

1.3 Contact details	
Supplier contact details for enquiries about this tender	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
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 type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</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 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;		
(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;		
(c) the common law offence of bribery;		
(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;		
(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:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		

(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;		
(iv) fraudulent trading within the meaning of section 458 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;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(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;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(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;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act		

2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug 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—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>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?</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>		

SECTION D

3. Grounds for discretionary exclusion - Part 1

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;		
(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;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(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;		
(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;		
(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;		
(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		

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

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. Grounds for discretionary exclusion - Part 2

The authority reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Authority has indicated that the contract is over £5million in value, and the Authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or ▪ a tax authority in a jurisdiction in which the legal entity is 	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or</p> <ul style="list-style-type: none"> ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	
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If answering “Yes” to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Authority to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or
- Changes in financial, accounting, audit or management procedures since the OONC.

In order that the Authority can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

5. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
5.1	<p>Please provide one of the following to demonstrate your economic/financial standing; 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 & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></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		(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									
(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).									
5.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? <input type="checkbox"/> Yes</p> <p>If yes, please provide the name below: <input type="checkbox"/> No</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. <input type="checkbox"/> Yes</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) <input 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									

6. TECHNICAL AND PROFESSIONAL ABILITY

6	Relevant experience and contract examples			
	<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
6.1	Name of customer organisation			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Estimated Contract Value			
6.4	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.		
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6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

SECTION E

7 – 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.

7.1 - 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 = £?????</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 type="checkbox"/> Yes <input type="checkbox"/> No
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7.2 – Compliance with equality legislation

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

7.3 – 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)? 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 type="checkbox"/> No
2.	<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

7.4 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<input 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 type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

7.5 Safeguarding of adults and children

*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> <i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”</i> http://www.safeguardingshropshireschildren.org.uk/scb/</p>
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	<p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p>“The equivalent for adults” (from Ruth Houghton)</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/NO</p> <p>Enclosed YES/NO</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed</p> <p>Status.....</p> <p>(For and on behalf of))</p> <p>Date</p>	

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

SECTION F – TENDER SCHEDULE

Confirmation of Lot(s) Tendered for:	
Please confirm by ticking the appropriate box(es) which lot or lots you are applying for:	
Lot 1 - High Level Supported Living Services for Adults with a Learning Disability	<input type="checkbox"/>
Lot 2 - Supported Living Services for Adults with a Learning Disability	<input checked="" type="checkbox"/>
Both Lots -	<input type="checkbox"/>

1.	Pricing	
	Please complete the Finance Model schedule spreadsheet which should form part of your tender response.	
2.	Lot 1 - High Level Supported Living Services for Adults with a Learning Disability	
2.1	In order to be considered for this Framework a bidder must be able at the commencement of the Framework to viably quote for services and respond at short notice to critical issues in schemes awarded to them, as well as carry out training and supervision locally and offer full and appropriate support to staff at the services. Please demonstrate here how you will operate an appropriately CQC registered domiciliary care service and have in place a sufficiently robust local management structure to deliver high quality supported living services in Shropshire (Maximum 600 words)	Pass/Fail
2.2	Please provide examples of High Level Services for adults with a learning disability which you have managed. (Maximum of 1000 words)	Pass/Fail
2.3	Please explain what specialist behavioural support staff you have within your organisation that can support a High Level Supported Living Services in Shropshire and provide examples of how you have allocated behavioural support time to individuals receiving a high level service and worked to support plans taking into account psychological approaches. (Maximum of 1500 words)	Pass/Fail
2.4	How would you promote and maximise independence for adults within a Supported Living Service with a view to them moving on, where appropriate, to more independent accommodation? Your response should include the following: <ul style="list-style-type: none"> • up to 3 cases studies demonstrating previous experience • how you support individuals with tenancy arrangements, managing their finances and benefits applications • how you manage Deprivation of Liberty Safeguarding/Court of Protection issues (Maximum of 1200 words)	2/ 20 marks

2.5	How do you ensure that adults with significant challenging behaviours are safely supported in a community setting that focuses on rehabilitation and promotes independence? Please provide an example of how you have managed this within your services. (Maximum of 1000 words)	2 / 20 marks
2.6	How would you manage challenging behaviours of adults whilst taking into account other adults living at the property and staff who deliver the service? Please provide an example of how you have managed this within your services. (Maximum of 600 words)	1 / 10 marks
2.7	In relation specifically to a service for adults who may present challenging and complex behaviours how do you ensure that staff are recruited and retained whilst enhancing and providing more opportunities for the care workforce in Shropshire or those interested in a career in care? (Maximum of 600 words)	1 / 10 marks
2.8	What training do you provide to ensure that staff have the necessary skills to support adults with complex and challenging behaviour in a supported living setting? (Maximum of 600 words)	1 / 10 marks
2.9	Adults may transition from various settings to a Supported Living Service. Please state how your organisation would manage such a transition to ensure that it is as effective and successful as possible for all involved and how you would communicate with and support families in this scenario and communicate with existing providers. (Maximum of 1000 words)	2 / 20 marks
2.10	The Care Act has implemented criteria and responsibilities in meeting the needs of Adults with Autism. How will you ensure appropriate care and support is in place to meet the needs of Adults living with Autism considering the need for good support planning, promotion of independence, choice, control and positive taking risks. Additionally how would you support Adults with Autism who may present behaviours that may pose a risk to self or others? (Maximum of 1000 words)	2 / 20 marks
2.11	How would you maximise social, economic or environmental values in line with the Council's Social Value Framework in the delivery of supported living services in Shropshire https://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/ (Maximum of 600 words)	1 / 10 marks

3.	Lot 2 - Supported Living Services for Adults with a Learning Disability	
3.1	<p>How would you promote and maximise independence for adults within a Supported Living Service with a view to them moving on, where appropriate, to more independent accommodation? Your response should include the following:</p> <ul style="list-style-type: none"> • up to 3 cases studies demonstrating previous experience • how you support individuals with tenancy arrangements, managing their finances and benefits applications • how you manage Deprivation of Liberty Safeguarding/Court of Protection issues <p>(Maximum of 1200 words)</p>	2 / 20 marks
3.2	<p>Please state how you will deliver a service which takes into account the views of families, carers and advocates.</p> <p>(Maximum of 600 words)</p>	1 / 10 marks
3.3	<p>How will your organisation improve the lives of adults through involvement and engagement with their local communities? Your response should take into consideration the rural nature of Shropshire County</p> <p>(Maximum of 600 words)</p>	1 / 10 marks
3.4	<p>Please show how you would manage the behaviours of adults whilst taking into account other service users living at the home and staff who deliver the service.</p> <p>(Maximum of 600 words)</p>	1 / 10 marks
3.5	<p>How would you ensure the quality of a Supported Living Service? Your response should include details of who will be managing the service and the staffing structure below them.</p> <p>(Maximum of 600 words)</p>	1 / 10 marks
3.6	<p>Please show how you implement systems to safeguard individuals receiving a supported living service.</p> <p>(Maximum of 600 words)</p>	1 / 10 marks
3.7	<p>The Care Act has implemented criteria and responsibilities in meeting the needs of Adults with Autism. How will you ensure appropriate care and support is in place to meet the needs of Adults living with Autism considering the need for good support planning, promotion of independence, choice, control and positive taking risks.</p> <p>(Maximum of 1000 words)</p>	2 / 20 marks
3.8	<p>How would you maximise social, economic or environmental values in line with the Council's Social Value Framework in the delivery of supported living services in Shropshire</p> <p>https://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/</p> <p>(Maximum of 600 words)</p>	1 / 10 marks

PRICING SCHEDULE
SHROPSHIRE COUNCIL
SUPPORTED LIVING FRAMEWORK

BIDDER NAME:

DATE

SCHEDULE



INSTRUCTIONS FOR TENDERING

**EMC 158 - Supported Living
Framework**

Shropshire Council is setting up a Framework of service providers for Supported Living Services for adults with learning disabilities who live in single or joint tenancies in the community. The Council wishes to appoint providers for two categories of support: a Maximum of 5 providers for higher level services and a Maximum of 7 providers for lower level services and only providers appointed to the Framework will be able to quote for supported living services in Shropshire for the duration of the Framework. The framework will be a four year period targeted to commence on the 1st September 2016.

High level support services are deemed to be for individuals who may have combinations of some of the following more complex behaviours: self-injurious; difficult to engage; poor motivation; aggressive outbursts; complex behaviours associated with autistic spectrum disorder; obsessive/compulsive; attention seeking. Such services will require psychological and specialist behavioural support on a regular basis to ensure that there are robust support plans in place to enable people to regain as much independence as possible.

Low level support is deemed to be for individuals who do not present with the above mentioned more complex behaviours and are likely to require less support hours, but may have behaviours associated with autistic spectrum disorder and still require significant support to maintain independence in the home and in the community.

In all supported living services there will be a requirement for sleep or wake nights or both. The day support hours will be a minimum of 50 hours per week but may require 2 or 3 staff on duty for 14 hours each day 7 days per week.

Once a service provider is appointed onto this Framework they will have the opportunity to quote along with all other appointed providers for all new supported living schemes for adults with learning disabilities in the appropriate category (high or low level support) to which the provider is appointed. However each provider will be required to quote at a maximum of its tendered costs and will be awarded individual supported living services on the basis of their cost submission. The Council will develop its existing electronic brokerage system to incorporate supported living opportunities and all providers on the Framework will be given access to this system.

The Council reserves the right to temporarily suspend a provider from the Framework where it considers that there are significant safeguarding concerns about the quality of service being provided.

The Council will have full nomination rights to the services.

In the interest of continuity for individuals receiving the services under this Framework, the individual care contracts awarded will be for longer periods than the 4 years of the Framework itself.

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 will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

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

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1.0 Invitation to Tender

- 1.1 You are invited to tender for a framework of service providers in specific categories of supported living who will be invited to tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of 4 years commencing on the 1st September 2016.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement
- 2.2 **Terms and Conditions**
- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required to provide quotes for individual supported living services in accordance with the contract throughout the duration of the framework agreement.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is

invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 3rd June 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 **Tender Evaluation**

- 6.1 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.

- 6.2 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.

7.0 **Clarifications**

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

- 7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

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

- 7.4 All queries should be raised as soon as possible (in writing), in any event not later than 27th May 2016.
- 7.5 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.
- 7.6 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.

8.0 Continuation of the Procurement Process

- 8.1 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.
- 8.2 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.
- 8.3 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.

9.0 Confidentiality

- 9.1 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.
- 9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

- 9.3** 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.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** 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;
- 9.4.2** 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
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** 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
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** 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
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** 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.

9.7 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.

10.0 Freedom of Information

- 10.1** 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.

- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** 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>

11.0 **Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** 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.

11.1.4 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.

11.2 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.

11.3 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.

12.0 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.

13.0 Award of Contract

13.1 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.

13.2 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.

13.3 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.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 Acceptance

15.1 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.

15.2 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. If accepted, the Contractor will form part of a framework of service providers of supported living who will be asked to quote as appropriate for supported living throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

15.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for supported living. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general.

15.4 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

15.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1st September 2016**.

16.0 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.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

18.0 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

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated.....20

EMC 158
FRAMEWORK CONTRACT FOR SUPPORTED LIVING SERVICES
BETWEEN

SHROPSHIRE COUNCIL

and

XXXXXXXXXX

FOR
ADULTS WITH LEARNING DISABILITIES

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Council Data	<p>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:</p> <p>(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</p> <p>(b) any Personal Data for which the Council is the Data Controller.</p>
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	31.08.20
Financial Year	the period of 12 months from and including 1st April in one year to the 31st 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
High Level Support (as applicable)	means a Supported Living service which is deemed by the Council to be high level due to the complex behaviours of the Service Users which may require psychological and behavioural input from the Service Provider
ICC	the Individual Care Contract which is the order for the Service to be provided detailing the commencement date, costs of the service and the Property an example of which is appended to this Contract
the 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, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable
the Legislation	The Care Act 2014 and the Health and Social Care Act 2008
Low Level Support (as applicable)	means a Supported Living service which is deemed by the Council to be low level where the behaviours of the Service Users are not complex
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>
Property	a Service Users' residence as identified on an ICC
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
Registration Body	the Care Quality Commission (or any other body which supersedes it) area office for the area where the Service is located and/or any other body which has regulatory powers or responsibilities in respect of the Service Provider
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
Supported Living	means a Service as set out in paragraph 1.3 of Schedule 1
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - i references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and

- ii the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS:

- (A) The Council wishes to receive a Supported Living Service for adults with a learning disability
- (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 and the ICC.
- 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.
- 1(c) The Council will make new referrals for **High Level Support / Low Level Support (to be amended accordingly)** for adults with learning disabilities in order for the Service Provider to submit a quote for the service at a Property.
- 1(d) The provisions of this Agreement will only become enforceable when the Council has

made a referral of a new service at a Property and an ICC has been completed between the parties. The Service Provider reserves the right not to accept a referral made to it by the Council at its absolute discretion.

- 1(e) In the event that the Council receives no quotes for a Supported Living service at a Property from a provider on the Supported Living Framework the Council reserves the right to seek quotes for that service from a provider which is not on the Framework.

2 PAYMENT

- 2(a) The payment for the Service provided at a Property will be detailed in the ICC.
- 2(b) Payments will be made in accordance with the Council's four weekly schedule of payments which the Service Provider will be notified of at the commencement of payment.
- 2(c) If the Council fails to make any payment due to the Service Provider under this Contract within 30 days following the due date for payment of an undisputed amount, then the Council shall pay interest on the overdue amount from the 31st day following the due date 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.
- 2(d) On the occasions when Service Users are temporarily absent with reasonable notice from the Property and there is no requirement for Staff to provide support the Service Provider shall for the duration of their absence bank the hours which were scheduled and utilise such hours at a later date for occasions when Service Users require one to one staff support for any of the following reasons:
- 2(d)(i) cancellation of day care
 - 2(d)(ii) upon reasonable request from the day service for support to return home
 - 2(d)(iii) sickness of the Service User who needs to remain at home
 - 2(d)(iv) the Service User requires hospital or medical visit support
 - 2(d)(v) a leisure activity
 - 2(d)(vi) a holiday away from the Property for up to a maximum of one week per year per Service User and the costs of travel accommodation and activities undertaken on the holiday shall be funded by the Service User
 - 2(d)(vii) where a member of Staff is required to be present at the Property for essential maintenance or repairs.
- 2(e) The Service Provider will inform the Council of the up to date number of banked hours upon request.
- 2(f) In the event of the absence of a Service User from the Property due to hospitalisation or some other circumstance or in the event of a Service User remaining at the Property due to sickness during periods when they would normally be at a day centre or

elsewhere and where there are no banked hours available the Service Provider shall immediately notify the Care Manager and an adjustment to the Payments may be negotiated either by way of an increase or a decrease in order to offset either of the party's costs.

- 2(g) Where a Service User is required to attend hospital and becomes an in-patient the Service Provider should inform the Care Manager immediately and the Service Provider may be required to provide Staff to cover the period of hospitalisation to attend to the day to day needs of the Service User PROVIDED that this will not in any way derogate from the hospital's duty of care in respect of the Service User.
- 2(h) The Service Provider shall unless otherwise agreed with the Council at the commencement of an ICC arrange for each of the Service Users to take 7 days of holiday away from the Property in each calendar year and the costs shall be included in the Payments unless otherwise agreed between the Parties and the costs of travel accommodation and activities undertaken on the holiday shall be funded by the Service User.
- 2(i) 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.

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) the Safeguarding adults: multi-agency policy and procedures for the West Midlands

- 3(b)(iv) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
- 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 Equalities
- 3(b)(vi) 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)(vii) the Data Protection Act 1998
- 3(b)(viii) 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)(ix) the principles of Best Value
- 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)(xvii) The Service Provider shall carry out its own risk assessments relevant to the Service
- 3(b)(xviii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 hereof
- 3(b)(xix) The Service Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative

of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council

- 3(b)(xx) 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 the Council so requests
- 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 and appropriate Care 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 (Termination).
- 3(j) The Service Provider warrants that the signing [execution] of this Contract and any ICC on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract and any ICC 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(k)(i) it has full capacity and authority to enter into this Contract
- 3(k)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
- 3(k)(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(k)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(l) The Service Provider acknowledges and confirms that:
- 3(l)(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(l)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(l)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 3(l)(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(l)(ii);
- 3(l)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 3(l)(v) it has entered into this Contract in reliance on its own diligence
- 3(l)(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(l)(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(l)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW

- 5(a) The Service Provider may request the Council to review the Payment under this Contract on the 1st 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 1st 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 1st 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 Head of Service Improvement and Efficiency Adult Services and a separate copy must also be sent to the Council's Contracts Manager both at 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 Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).
- 12(b) 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 Contract. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(c) The Service Provider shall hold and maintain any professional indemnity insurance required under this Contract for a minimum of 6 years following the expiration or earlier termination of this Contract
- 12(d) 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 Contract and annually thereafter during the Term.
- 12(e) 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(f) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Contract.
- 12(g) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(g)(i) if a claim or claims which do not relate to this Contract are notified to the

insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:

- a) details of the policy concerned; and
- b) its proposed solution for maintaining the minimum limit of indemnity specified; and

12(g)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Service Provider shall:

- a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
- 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 TERMINATION

- 16(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force during the Term.
- 16(b) This Contract or an ICC 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 **3 months'** Notice in Writing to the other party. The Council may give one week's notice to the Service Provider to reduce an ICC by a maximum of 10% of the hours and cost of the ICC but the Council will not reduce the hours and cost of an ICC

- by more than 20% in any one four week period and by more than 50% in any one eight week period.
- 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 (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 of an ICC.

26(b) Clause 26(a) is subject to the provisions of Paragraph 5 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 of this Contract or an ICC or in the event that this Contract is terminated in accordance with clauses 10 (Breach) or 16 (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 paragraph 5.4 and 5.5 Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause shall survive the expiration or termination of this Contract

32 COUNCIL DATA

- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
 - 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
 - 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.

- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
- 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

33 DATA PROTECTION

- 33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
- 33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and
- 33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 33(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the

Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

- 33(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 33(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
 - 33(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 33(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 33(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 33(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

34 PROTECTION OF PERSONAL DATA

- 34(a) With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 34(b) The Service Provider shall:
 - 34(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998
 - 34(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 34(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 34(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data

- 34(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
- 34(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
- 34(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 34(b)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 34(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 34(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 34(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 34(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 34(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 34(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 35(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 35(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 35(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services
- 35(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 35(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 35(c)(i) all information requested by the Council within the permitted scope of the audit
 - 35(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 35(c)(iii) access to Service Provider's Staff
- 35(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.

- 35(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 35(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 35(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

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

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 37(a) The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always consult the relevant codes of practice for further detailed guidance. The Service Provider Manager is the managing authority for the purpose of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).
- 37(b) The Service Provider will comply with the conditions set as a result of DOLS Authorisation being given.

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) hospital admission of a Service User
 - 39(a)(ii) the death of a Service User receiving the Service
 - 39(a)(iii) a formal written complaint received from the Service User
 - 39(a)(iv) allegation of or actual abuse to a Service User
 - 39(a)(v) disappearance of a Service User
 - 39(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 39(a)(vii) significant change to the physical or mental condition of the Service User
 - 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 wellbeing of a Service User.
- 39(b) The Service Provider will notify the Council's Contracts Manager by email of inspection reports carried out by the Registration Body within 3 weeks of the final report being received by the Service Provider.

40 SAFEGUARDING

- 40(a) The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. 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 ICC 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

1.0 DESCRIPTION OF SERVICE

- 1.1 To provide a Supported Living service for Service Users with learning disabilities at their Property as detailed in an ICC.
- 1.2 The staffing structure and levels required for the Service at a Property at the Commencement Date of an ICC will be as profiled in the ICC.
- 1.3 A Supported Living service is a service which requires a minimum of 50 hours per week with additional sleep and or wake nights to support one or more Service Users in a single or joint tenancy. The hours required at a Property may be significantly higher than 50 per week.

2.0 ASSESSMENT AND REFERRAL TO SERVICE

- 2.1 Assessment and referral to the Service will be undertaken by the Council and the Service Provider.
- 2.2 The Council will provide for every person entering the Service a full and comprehensive assessment of needs which will include a support plan and health action plan if required.
- 2.3 Reviews of the Service to each Service User will be undertaken in accordance with their support plan and by the Service Provider annually unless there is a significant change in need.
- 2.4 Any change in need will be referred to the Care Manager for a reassessment of need and a determination of eligibility to the Service.
- 2.5 Referrals to the Service of Service Users with significantly different needs from those of the initially referred Service Users will be through negotiation between the Council and the Service Provider and any adjustments to the level of funding will be agreed and a variation to the Contract carried out in accordance with Clause 4 Variation.

3.0 OBJECTIVES OF THE SERVICE

- 3.1 To provide a community based service for Service Users with a learning disability who may have for example the following:
 - autism
 - mental impairment

- physical/ sensory impairment
 - personal care support
 - written and verbal communication needs
 - challenging behaviour
 - self-injurious behaviour
- 3.2 To support and enable each Service User to develop independence skills as far as possible whilst acknowledging that learning is a lifelong process.
- 3.3 To support and enable each Service User with household and budgetary management, cleaning, shopping for food and clothes, social and community activities, personal care when appropriate and employment related activities.
- 3.4 To support each Service User to maintain and develop family and friendship ties.
- 3.5 The Service Provider will work effectively with all other relevant agencies to ensure continuity and effectiveness of the Service, for example Reach 2 standards.
- 3.6 The Service Provider will develop and maintain systems to monitor and evaluate the effectiveness of the Service.
- 3.7 The Service Provider will work with the Council on the development and introduction of assistive technology wherever possible to maximise Service User independence.
- 3.8 The Service Provider will work to a person centred planning approach to identify goals and objectives for each Service User.
- 3.9 The Service Provider will ensure that the Service Users' goals and objectives are monitored and reported at individual Service User reviews and upon request by the Council when reviewing the Service.

4.0 OUTCOMES

Service Users will experience the following outcomes from receiving the Service:

- 4.1 The maintenance and improvement of their physical, mental health and emotional wellbeing
- 4.2 Being involved in making decisions about their life
- 4.3 Good and meaningful everyday life
- 4.4 Access to sport and leisure, arts and culture
- 4.5 Learning of skills to prepare for volunteering and/or employment opportunities
- 4.6 Increased social opportunities and maintenance of contact with people who are important to them
- 4.7 Feeling safe and secure in their homes and community
- 4.8 Staying healthy through support to access mainstream NHS services care and specialist health and social care support in the community

5.0 INFORMATION FOR SERVICE USERS

A written statement or brochure in an appropriate format for the individual must be given and explained to Service Users when they take up residence at a Property and this should include the following information:

- details of the Service, the philosophy and operation of the Service
- a statement about how the Service User can complain. This should include details of who will deal with the complaint and the time limit within which a response will be made.
- a statement concerning the Service Provider's policy on equal opportunities/non-discrimination.
- a statement concerning confidentiality and when confidentiality will be breached.
- the right of the Service User to have access to any personal information held on them by the Service Provider.

SCHEDULE 2

SERVICE SPECIFICATION

SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

The Council expects care to be provided in a manner that accords with the statement of principles set out below. These principles will need to be applied to the operation of the organisation, the working practises and the personnel procedures.

- 1.1 The provision of good quality domiciliary care which aims to meet assessed needs of each Service User in his/her own home as identified in their support plan.
- 1.2 The provision of care in a manner that promotes and encourages the independence of the Service User and acknowledges their right to incur an acceptable degree of calculated risk.
- 1.3 The provision of care in a manner that offers confidentiality, respect, dignity and privacy to the Service User.
- 1.4 Decisions about the provision of care should not be made without the Service User's participation and agreement. For those unable to make informed choices then consultation will take place with carers or advocates.
- 1.5 Service User choice should be encouraged with regard to the manner in which the Services are provided within the constraints and timescales agreed at the commencement of their support plan.
- 1.6 All Services should be provided in an anti-discriminatory and culturally sensitive manner and have due regard to race, culture, religion, language, gender, sexual orientation and disability.

- 1.7 The confidentiality of any information gained about Service Users should be respected 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 Users support.
- 1.8 Service Users are vulnerable and must be protected.
- 1.9 The Service Provider will sign up to Think Local Act Personal (Making it Real)and the Alzheimer's Society's programme Dementia Friendly Communities from commencement of Contract.

2.0 ADMINISTRATION

The Service Provider will supply information which the Council may request from time to time in order to comply with Department of Health or the Department for Communities and Local Government requirements.

3.0 RIGHTS OF SERVICE USERS

Service Users have the right to:

- 3.1 be treated as individuals with unique needs
- 3.2 exercise personal independence and choice
- 3.3 have their personal dignity respected
- 3.4 have their cultural social religious and emotional needs respected
- 3.5 have access to all personal information held by the Service Provider
- 3.6 participate in formulating their own assessment of needs
- 3.7 participate in any reviews or re-assessment of their needs
- 3.8 receive a non-discriminatory service
- 3.9 receive assistance to maintain personal skills
- 3.10 have access to a formal complaints procedure
- 3.11 maintain their entitlements associated with citizenship
- 3.12 be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service and to comment on the Service by means of an independent representative if necessary without fear of reprisal

4.0 FINANCES

- 4.1 The Service Provider will ensure that records of individual Service User funds and any group home funds are maintained in full and have in place a robust quality assurance methodology to audit these at appropriate intervals and at least twice annually. The Service Provider will make these records and the records of their processes available to officers of the Council upon request.
- 4.2 Where there is a joint tenancy and household costs are shared costs and calculations of expenditure must be in evidence.
- 4.3 Telephone bills should be audited to ensure that Staff are not using the Property

telephone inappropriately.

- 4.4 The Council will oversee initial claims for benefits in respect of Housing Benefit Management Support the higher care component of Disability Living Allowance the Independent Living Fund and any other state benefits or funding from Supporting People which any of the Service Users may from time to time become entitled to.
- 4.5 The Service Provider shall work with the Council to maximise benefits.
- 4.6 Where there is no appointee the Service Provider will notify the Council of the initial payment of benefits and thereafter of any change to benefits.
- 4.7 The Service Provider will notify the Council about any proposed change in tenancy.

5.0 RECORD KEEPING AND CONFIDENTIALITY

- 5.1 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.
- 5.2 The following information should be recorded in respect of each Service User:
- name, address, date of birth
 - gender, ethnic origin and significant, relevant items of personal/medical history and critical incidents
 - next of kin - name, address and telephone number
 - GP - name, address and telephone number
 - date of referral, Service commencement and termination
 - current support plan details including information as specified in Schedule 1 paragraph 3 Objectives of the Service
 - current risk assessment
 - personal accounts kept in accordance with paragraph 4 of this Schedule
- 5.3 A register of staff must be maintained which should include the following information
- name, address and telephone number
 - position held and hours worked
 - Date of issue of identification and retrieval if appropriate
 - Recruitment details including references, evidence of Disclosure and Barring Service check and interview
 - Induction and training records including copies of training certificates and qualifications
- 5.4 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
- 5.4.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and should be given a

leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.

- 5.4.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
- 5.4.3 when the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible.
- 5.4.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
- 5.4.5 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
- 5.4.6 confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 5.4.7 Staff contracts explicitly mention confidentiality and disclosure issues
- 5.4.8 the flows of Service User information are reviewed
- 5.4.9 information collections have a named owner (member of Staff) who is responsible for protecting access
- 5.4.10 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
- 5.4.11 protocols governing the sharing of Service User information with other organisations is agreed and understood
- 5.4.12 a named individual is appointed who will have responsibility for data security
- 5.4.13 it has a programme to review typical risks regarding Service Users identifiable information
- 5.4.14 incidents involving security breaches are anticipated and dealt with appropriately
- 5.4.15 security issues are monitored and reported
- 5.4.16 passwords are used to safeguard information held on computer regarding the Service

- 5.4.17 only authorised persons have access to information and only if they need it to carry out their roles.
- 5.4.18 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification
- 5.5 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.
- 6.0 POLICIES, PROCEDURES AND GUIDANCE**
- 6.1 The Service Provider will ensure that all Staff have access to copies of the policies and procedures listed below so that they can be referred to when necessary:
 - 6.1.1 Operational policies including recruitment and retention of Staff
 - 6.1.2 Grievance and disciplinary procedures
 - 6.1.3 Health and Safety Policy in line with the Health & Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof
 - 6.1.4 Staff supervision and training policies
- 6.2 Staff must also have access to the following policies and procedures and Staff must sign during the induction period to indicate that they have read and understood each one and such documentation will be retained on Staff files for management and inspection purposes.
 - 6.2.1 Code of conduct for Staff
 - 6.2.2 Service User rights
 - 6.2.3 Risk Management policy and procedure and Health and Safety as it relates to the Service at the Property
 - 6.2.4 Record keeping
 - 6.2.5 Confidentiality
 - 6.2.6 Managing violence and aggression and the use of restraint and physical intervention in line with the Council's Management of Actual and Potential Aggression Policy
 - 6.2.7 Whistleblowing Policy
 - 6.2.8 Equal Opportunities Policy
 - 6.2.9 Protection of vulnerable adults in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 6.2.10 Food Hygiene
 - 6.2.11 Fire Safety Policy
 - 6.2.12 Missing Persons Policy
 - 6.2.13 Lone/out of hours working policy

6.2.14 The Council's guidance for managing choking for adults with a learning disability

The Council will make any of its policies referred to above available to the Service Providers placed on the Framework

7.0 RECRUITMENT AND SELECTION

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

7.2 The Service Provider shall at all times during the period of this Contract 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.

7.3 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.

7.4 The Service Provider will ensure that:

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

7.4.2 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.

7.4.3 Candidates selected for possible appointment are interviewed and two satisfactory 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.

7.4.4 References are received and checked before employment commences, including the authenticity of the reference.

- 7.4.5 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.
- 7.4.6 Recruitment procedures are in accordance with clause 40 of this Contract (Safeguarding)
- 7.4.7 The identity of all Staff is verified prior to employment using an official document.
- 7.4.8 The authenticity of qualifications is checked prior to employment.
- 7.4.9 Staff are provided with information about their conditions of employment.
- 7.4.10 All Staff make a written undertaking in respect of confidentiality.
- 7.4.11 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.
- 7.4.12 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.

8.0 STAFFING - qualifications & experience

- 8.1 It is essential that managers have (or be working towards) a NVQ Care Level 4 or an equivalent qualification in social care i.e. DipSW , Nursing and must have a minimum of 5 years' experience of social care. It is desirable that managers have a qualification in management. If not they must work towards the achievement of the Registered Manager's Award or equivalent.
- 8.2 It is desirable that senior Staff have (or be working towards) a NVQ Care Level 4 or an equivalent qualification in social care i.e. DipSW , Nursing and essential that they have had a minimum of 3 years' experience in social care and that they receive management training within 12 months of the taking up post.
- 8.3 Care Staff must have previous relevant experience or be provided with appropriate training to enable them to provide the Service to the Service Users at the Property and should hold or work towards achieving a Skills for Care Level 2 Supporting Individuals with a Learning Disability award.

- 8.4 Managers should be able to demonstrate that they have the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.
- 8.5 The Service Provider must ensure that Staff are able to follow policies and procedures.
- 8.6 All Staff must be committed to meeting the needs of the Service Users and maximising their capacity for independence and self-determination.
- 8.7 All Staff recruited to the Service must meet the requirements of any relevant legislation (such as the Health and Social Care Act 2008).

9.0 STAFFING – Induction and Training

9.1 A robust structured induction programme should be arranged for all new members of Staff. The Service Provider must be satisfied that Staff are able and competent to work unsupervised and before they do so the following areas must be covered:

- an introduction to the policies procedures and codes of conduct of the Service Provider which Staff will be expected to follow
- an introduction to the “Principles of Care” and “Valuing People”
- instruction in moving and handling
- safeguarding of Service Users
- administration of medication including administration of stesolid for example where required
- managing violence and aggression and the use of restraint and physical intervention in line with the Council’s Management of Actual and Potential Aggression Policy
- familiarisation with the individual Service User support plans and risk assessments
- basic first aid
- non-aversive intervention
- Confidentiality and security of Service User information and access to information
- Food hygiene

Staff should sign to confirm that these areas have been covered.

9.2 The Service Provider will ensure that all Staff used to provide care will have completed their induction within 6 weeks of starting work with the Service Provider and their foundation training within 6 months.

10.0 STAFFING – Training

- 10.1 The Service Provider will ensure that there is an ongoing programme of training available which enables Staff to continually improve their performance.
- 10.2 The manager of the Service will undertake regular appraisals of Staff performance and training needs.
- 10.3 All staff must attend safeguarding training.
- 10.4 Staff should not undertake to move, transfer and position Service Users until they have received appropriate moving and handling training in conjunction with best current practice carried out by a qualified trainer (ROSPA or equivalent). Refresher training must be provided on an annual basis.

11.0 STAFFING – Supervision

Supervision will take place between all Staff and his/her line manager in accordance with the requirements of the Registration Body and as a minimum on a three monthly basis and written records will be kept on the content and outcome of each meeting.

12.0 STAFFING – Use of vehicles for work purposes

- 12.1 Staff using their cars for work purposes 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 member's file and will be available for inspection.
- 12.2 Business related Staff travel and transport costs will be the responsibility of the Service Provider as part of the Service.
- 12.3 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and must have a current MOT certificate if over 3 years old. Any concerns about roadworthiness and safety of vehicles must be reported to the Service Provider's Manager.
- 12.4 Any driver used by the Service Provider to transport Service Users MUST:-
- Declare any driving convictions
 - Be authorised by the Service Provider
 - Hold a current driving licence appropriate for the vehicle driven

13.0 HEALTH & SAFETY

- 13.1 Staff should be required to follow good practice in moving and handling and should be provided with appropriate training and refresher training.
- 13.2 Records and certificates of all Health & Safety training, including refresher training must be kept and held locally on staff files available for inspection.
- 13.3 A full written risk assessment should be completed under the requirements of the Health & Safety at Work Regulations 1992 on the Service and if required in

respect of each Service User when he/she is first admitted to the service and when any changes to his/her care needs arise.

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

14.0 QUALITY ASSURANCE

- 14.1 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. Confidentiality will be observed at all times and access to Service User notes by officers of the Council other than the Service Manager will only be arranged with Service User/ relative permission.
- 14.2 The Service Provider must have documented systems which enable it to:
- 14.2.1 check on whether it is delivering the Service in accordance with the Service Specification and Service Standards
 - 14.2.2 check whether it is doing this efficiently and effectively
 - 14.2.3 check on whether Staff are provided with safe systems of work
 - 14.2.4 check whether the Service is being delivered in a way which takes account of Service Users' needs, preferences and satisfaction
 - 14.2.5 check to ensure that all records are up to date
 - 14.2.6 provide information to the Council evidencing that the systems are in place and being used.
 - 14.2.7 check whether Service Users, parents and/or carers, the Council and other relevant agencies consider the quality of the Service can be improved
- 14.3 The Service Provider must fulfil its commitment to safeguard and promote the welfare of Service Users and vulnerable adults and shall have the following in place:
- 14.3.1 Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents.
 - 14.3.2 A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults.
 - 14.3.3 A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and that roles and accountability for taking action and reporting internally and in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands are properly defined and understood by those involved. The policy can be found on the Council's website at www.shropshire.gov.uk.

- 14.3.4 Procedures for instigating the Safeguarding adults: multi-agency policy and procedures for the West Midlands and for dealing with allegations of abuse against members of Staff and volunteers.
- 14.3.5 Arrangements to ensure that all Staff receive supervision and undertake safeguarding training in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults.
- 14.3.6 Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to protect vulnerable adults including arrangements for sharing information in accordance with section 4.19.1 of Safeguarding adults: multi-agency policy and procedures for the West Midlands.
- 14.3.7 A culture of listening to and engaging in dialogue with vulnerable adults and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.
- 14.3.8 Whistle blowing procedures and a culture that enables issues about safeguarding and protecting vulnerable adults to be raised.

15.0 MONITORING

- 15.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Service Provider.
- 15.2 Without prejudice to the generality of the foregoing the Service Provider shall permit a Council officer at all reasonable times to inspect or witness the Service Provider's provision of the Service for the purpose of monitoring the Service Provider's performance of its obligations under 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 the Service Provider's rules as to security, health and safety.
- 15.3 The Service may be monitored by the following:
 - 15.3.1 A monitoring inspection of the Service if required by the Council carried out by a nominated Council officer undertaking a review on the operation of the Service and compliance with this Contract. A report would be prepared on this and shared with the Service Provider.
 - 15.3.2 The Service Provider and the Council meeting to discuss:

- Finance
 - Staff (recruitment / leavers / sickness and agency)
 - The Service (existing and developments)
 - Feedback from Service Users on the Service
 - Summary details of any concerns raised about the Service and actions taken to address these.
 - Liaison with Health Care professionals
 - Results of the Service Provider's own quality assurance mechanisms
- (The above is not an exhaustive list of agenda items)

15.3.3 The Service Provider demonstrating that the Service provided is in accordance with the standard of care as detailed in the Service Specification.

16.0 PROVISION OF FOOD AND DRINK

- 16.1 Service Users should be encouraged to consume and where appropriate prepare meals which are attractive and nutritionally balanced.
- 16.2 Service Users should where possible be involved in or responsible for the preparation of meals which should reflect Service User's special dietary needs and choice.

AGREED by the Parties through their authorised signatories:

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

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

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

Name.....

Position in Organisation.....

APPENDIX

EXAMPLE INDIVIDUAL CARE CONTRACT

For signature by the Parties

XXXXXSERVICE PROVIDER – XXXXXPROPERTY

This Individual Care Contract is dated 20
and is made between SHROPSHIRE COUNCIL of the Shirehall, Abbey Foregate, Shrewsbury
("the Council") and xxxxxxx (the "Service Provider")

The Council and the Service Provider have entered into a Pre-Service Contract in respect of
Supported Living Services and this Individual Care Contract shall incorporate the terms thereof.

The Property: XXXXX ADDRESS

Commencement Date: XXXXXX

Expiry Date: XXXXXX (FOR EXAMPLE - FIVE YEARS AFTER
COMMENCEMENT DATE)

Payment: The Council will pay to the Service Provider the gross sum of
£xxxxx (xxxxx Pounds) per annum from the Commencement Date
direct to the Service Provider's bank account every four weeks.

Extension: The Council may in its absolute discretion extend the duration of
this Individual Care Contract by a further period of two years from
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 be agreed in writing by both
parties.

Weekly hours to be provided at the Property

TOTAL HOURS XXX hours per week

Plus X sleep nights/wake nights per week

Plus any additional hours agreed



personal & commercial info

Bethphage
8 Longbow Close
Harlescott Lane
Shrewsbury
SY1 3AS

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

RE: EMC 158 SUPPORTED LIVING FRAMEWORK

LOT 1 - HIGH LEVEL SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING DISABILITY

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

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

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

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

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 60% of the total marks and price accounting for 40% of the total marks.

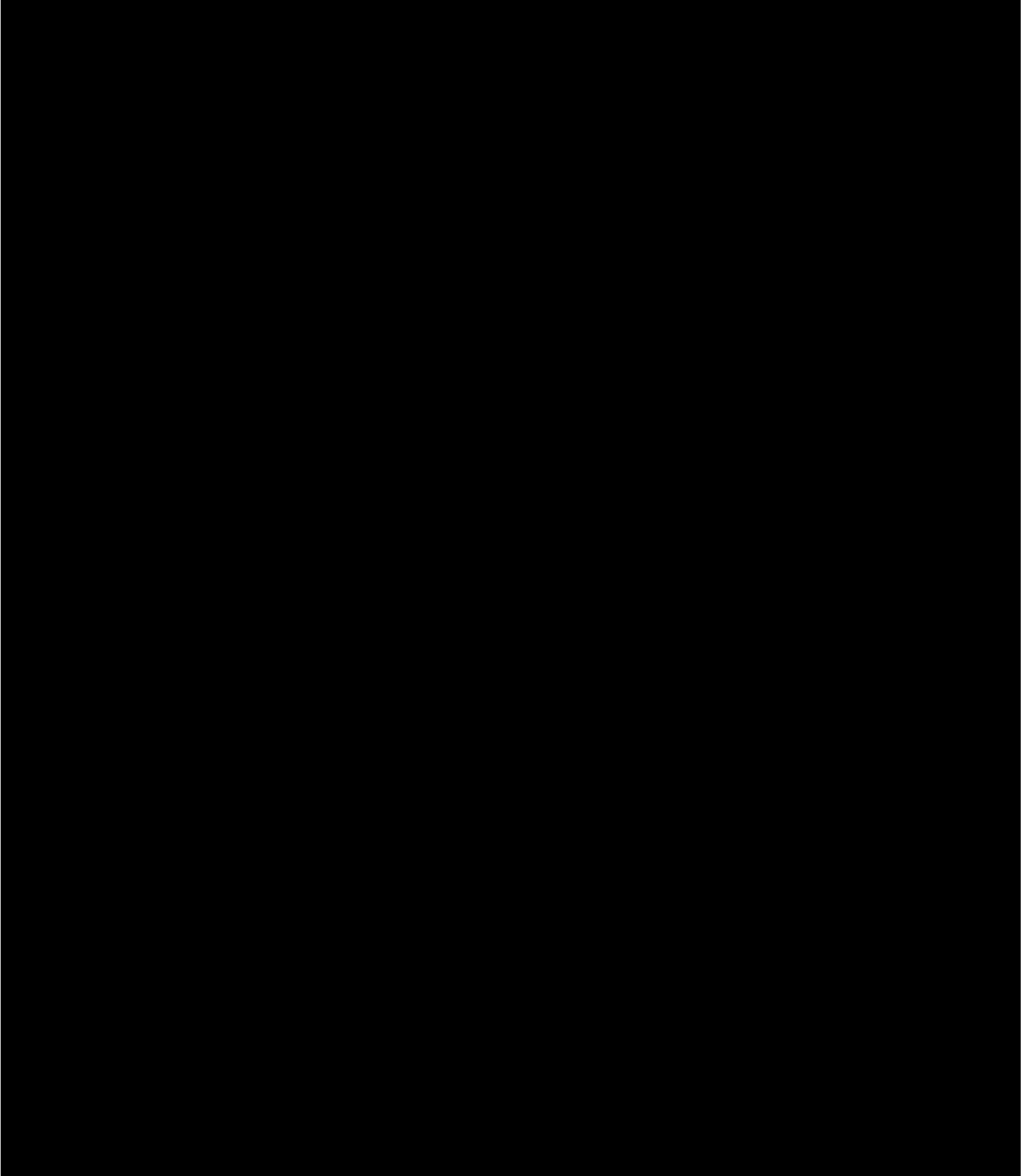
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 13 tenders received)
Quality	■	■	■
Price	■	■	■
Overall	■	■	■

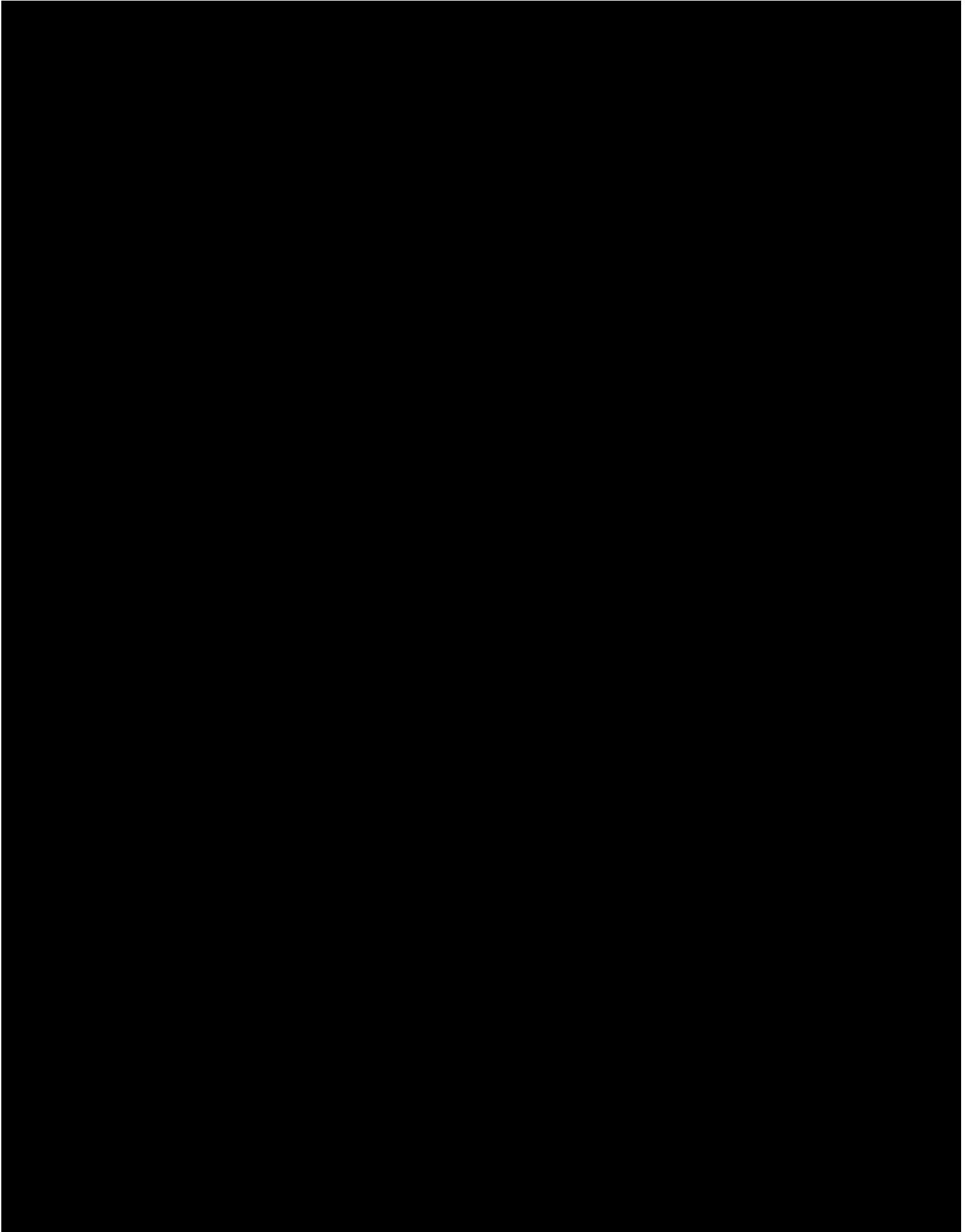


commercial info

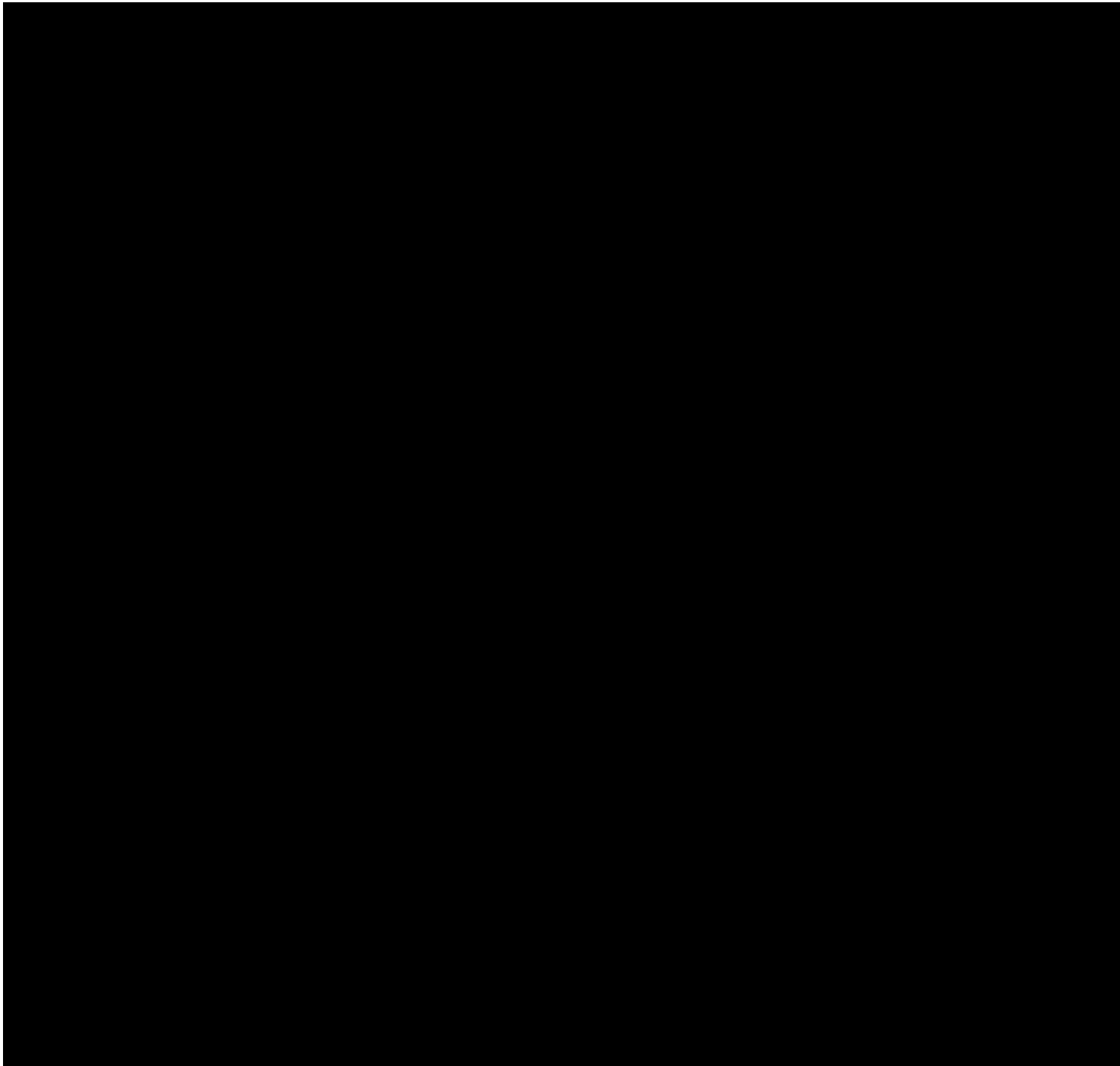
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



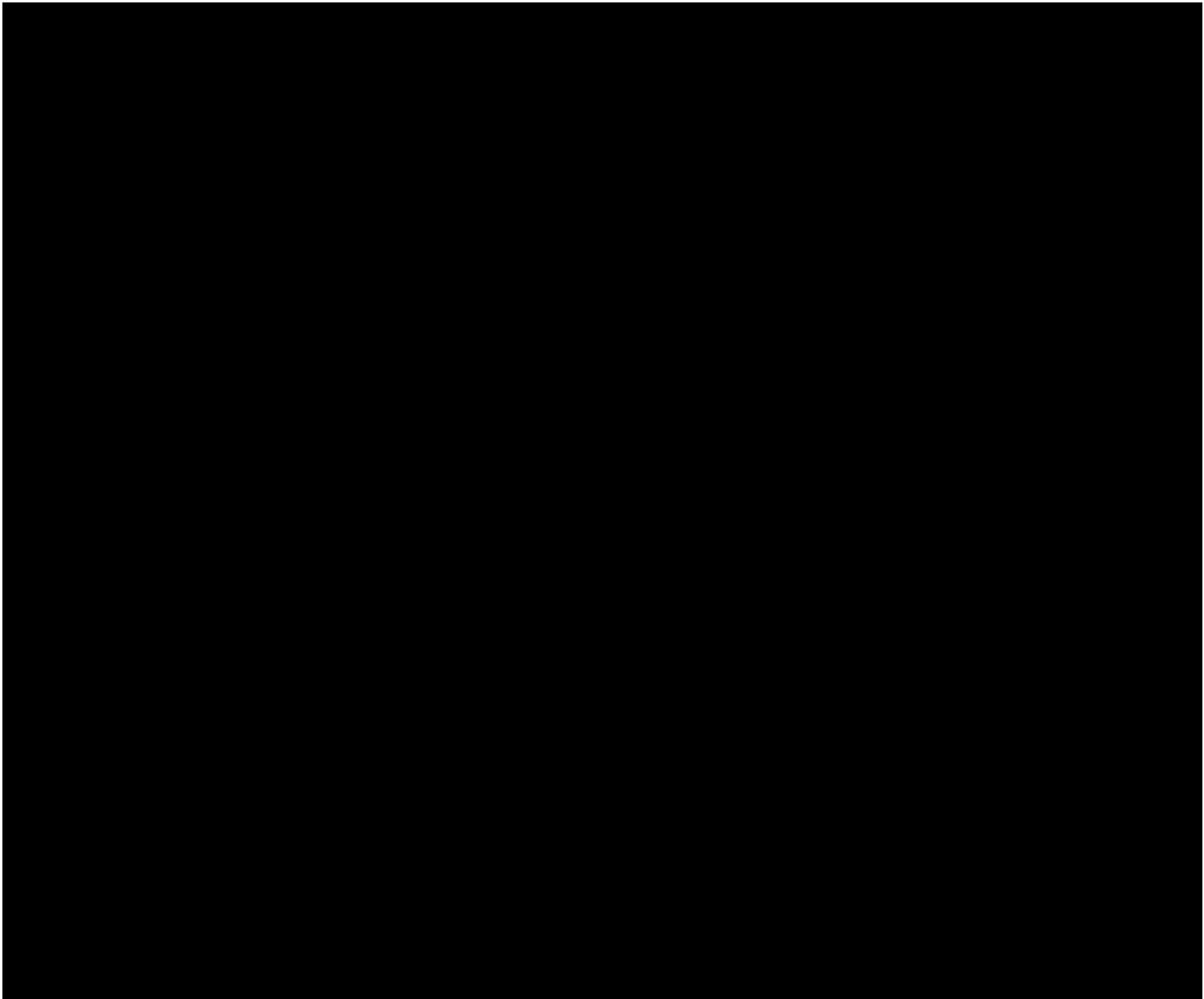
commercial info



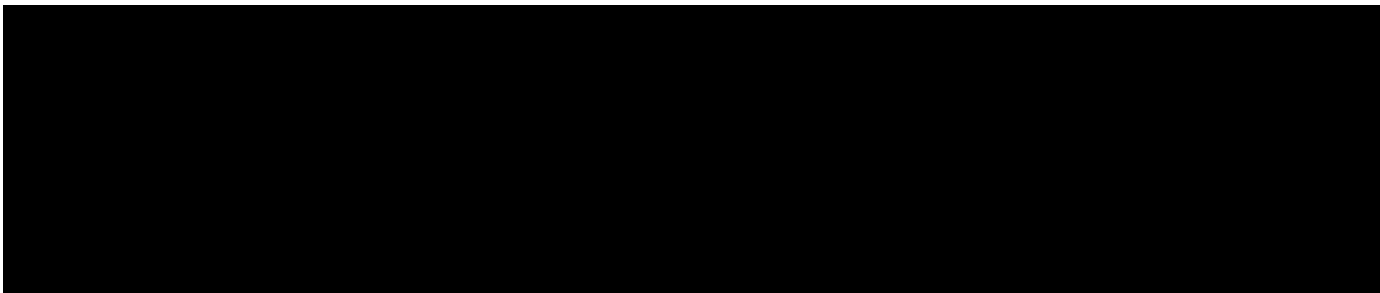
commercial info



commercial & personal info



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



Head of Service: Efficiency & Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

Dimensions (UK) Ltd.
Revolution House,
Stanier Road,
Shire Business Park,
Worcester,
WR4 9FE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

**RE: EMC 158 SUPPORTED LIVING FRAMEWORK
LOT 1 - HIGH LEVEL SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING
DISABILITY**

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The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 60% of the total marks and price accounting for 40% of the total marks.

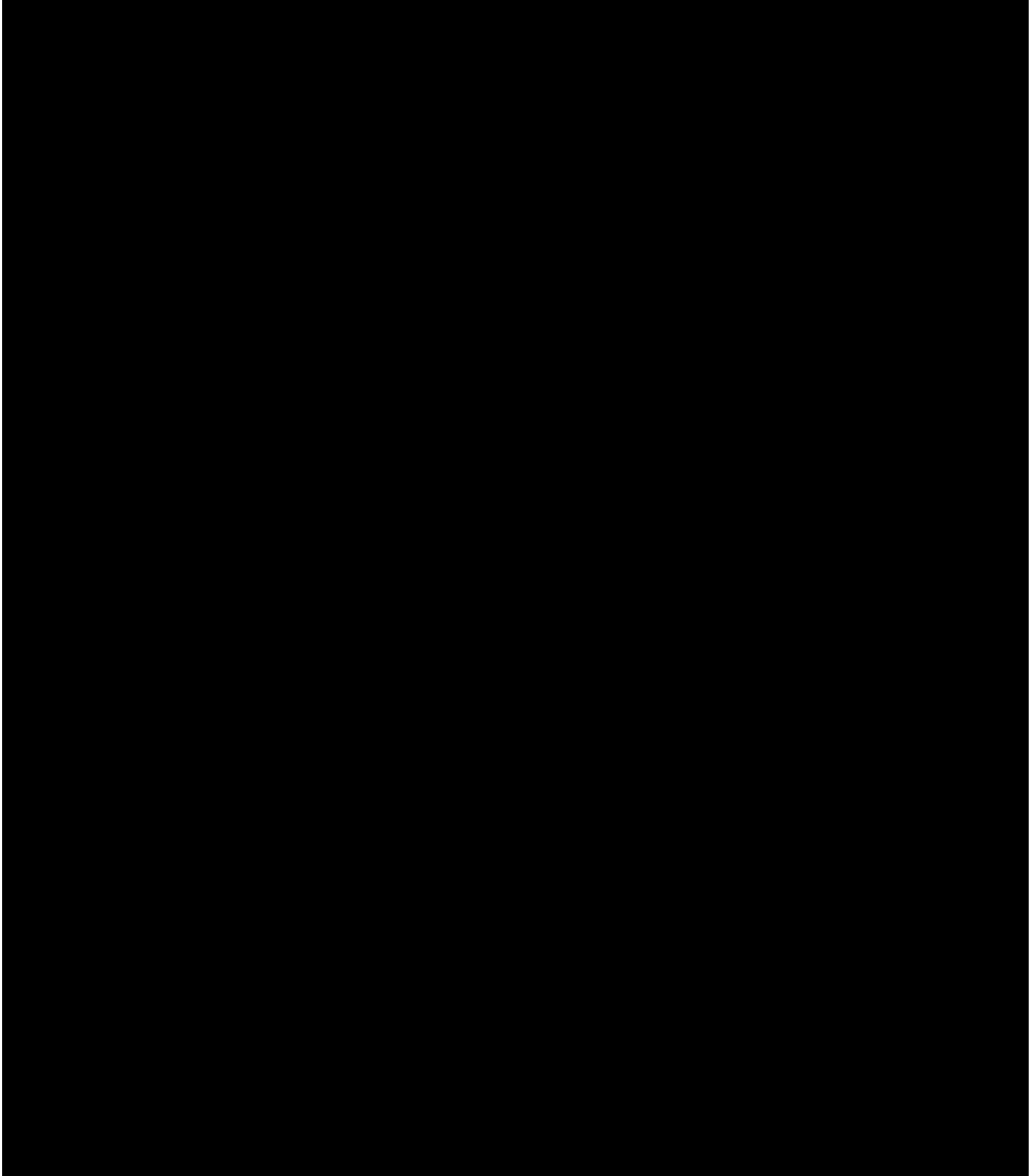
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 13 tenders received)
Quality	■	■	■
Price	■	■	■
Overall	■	■	■

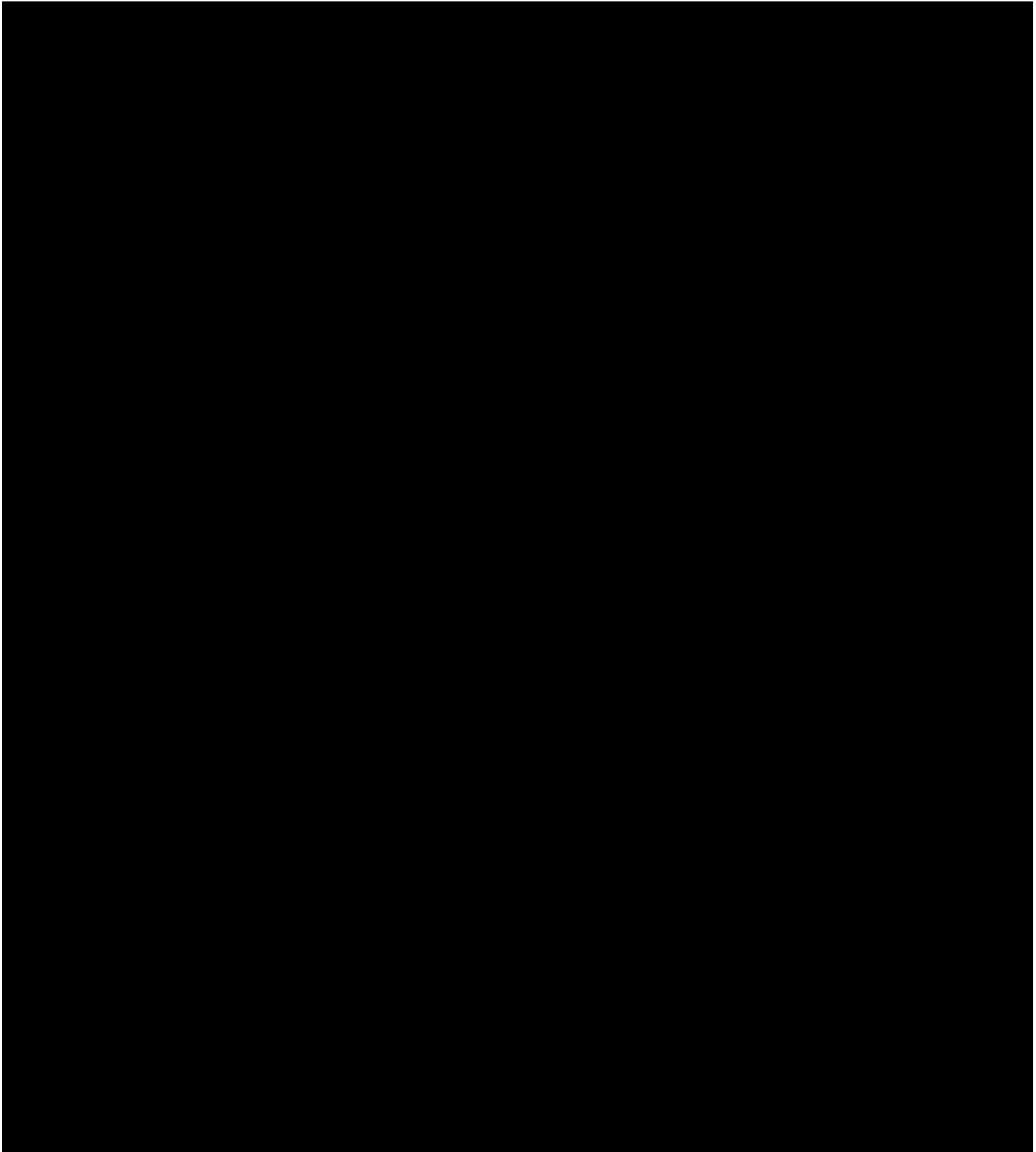


commercial info

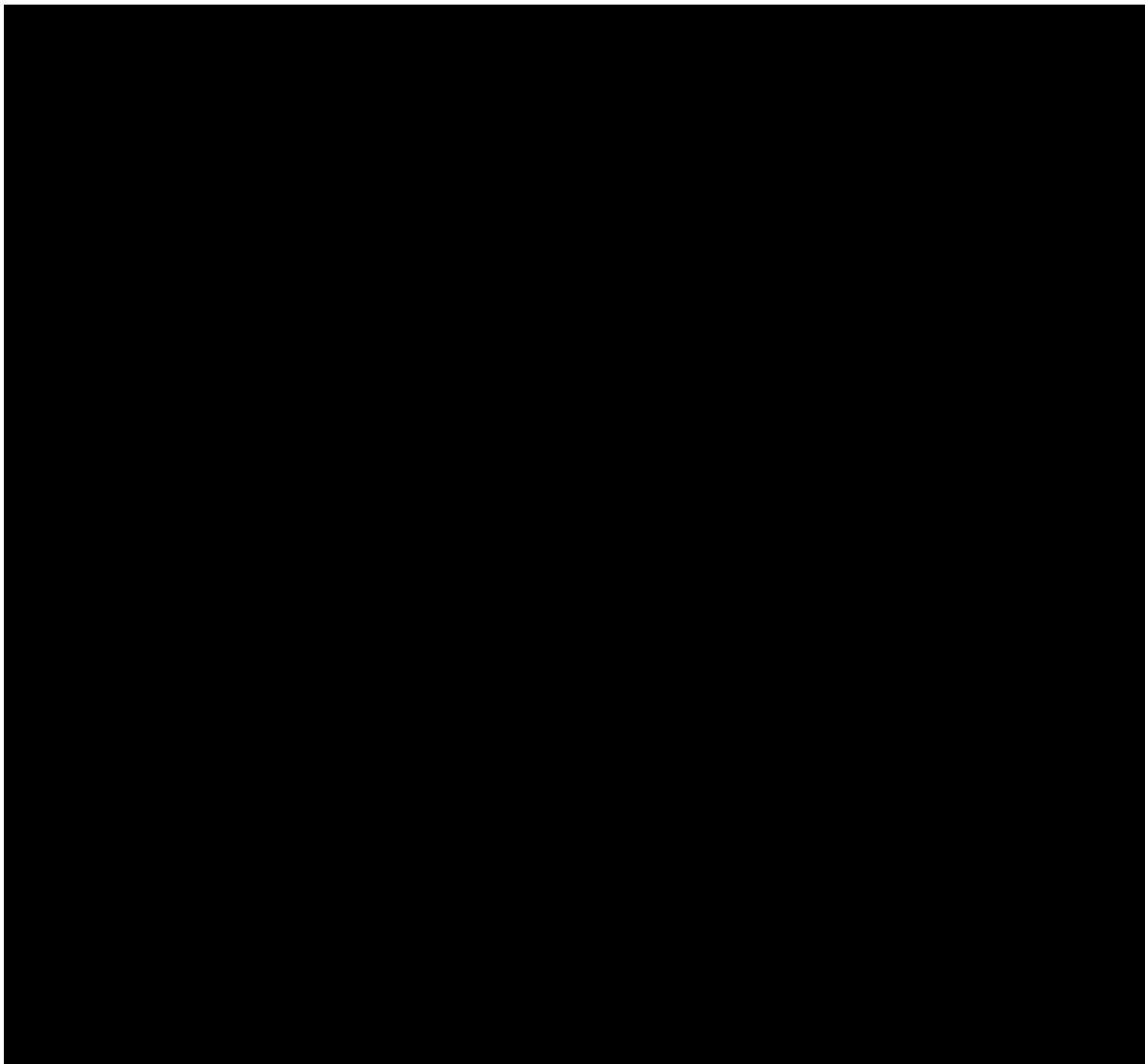
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



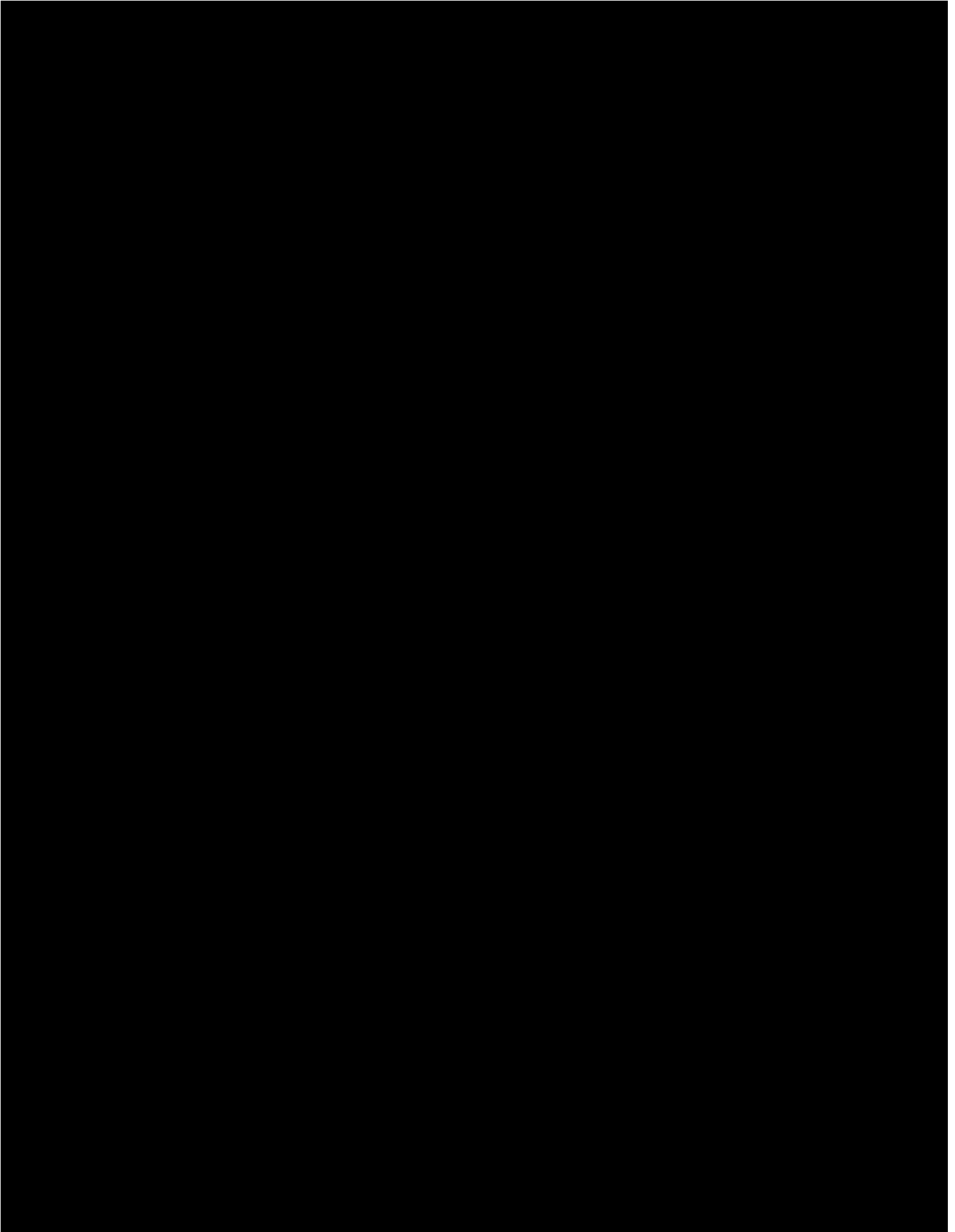
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commercial info

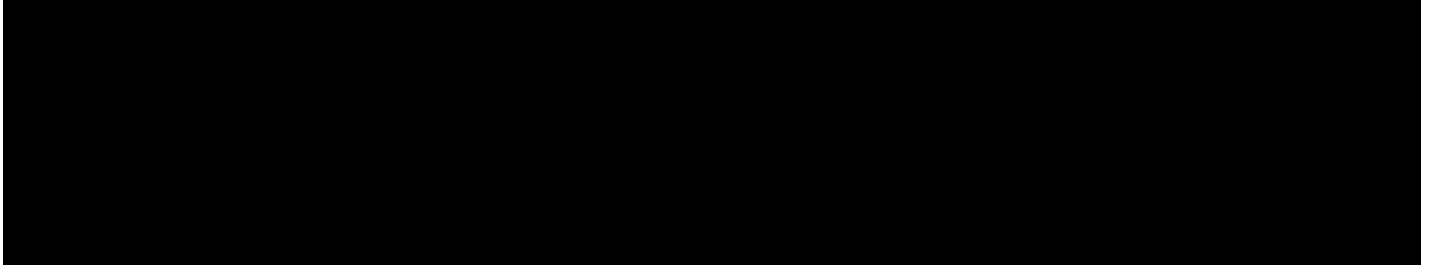


commercial info



personal info

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



Head of Service: Efficiency & Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

MacIntyre
602 South Seventh Street
Central Milton Keynes
Buckinghamshire
MK9 2JA

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

**RE: EMC 158 SUPPORTED LIVING FRAMEWORK
LOT 1 - HIGH LEVEL SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING
DISABILITY**

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The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 40% of the total marks and price accounting for 60% of the total marks.

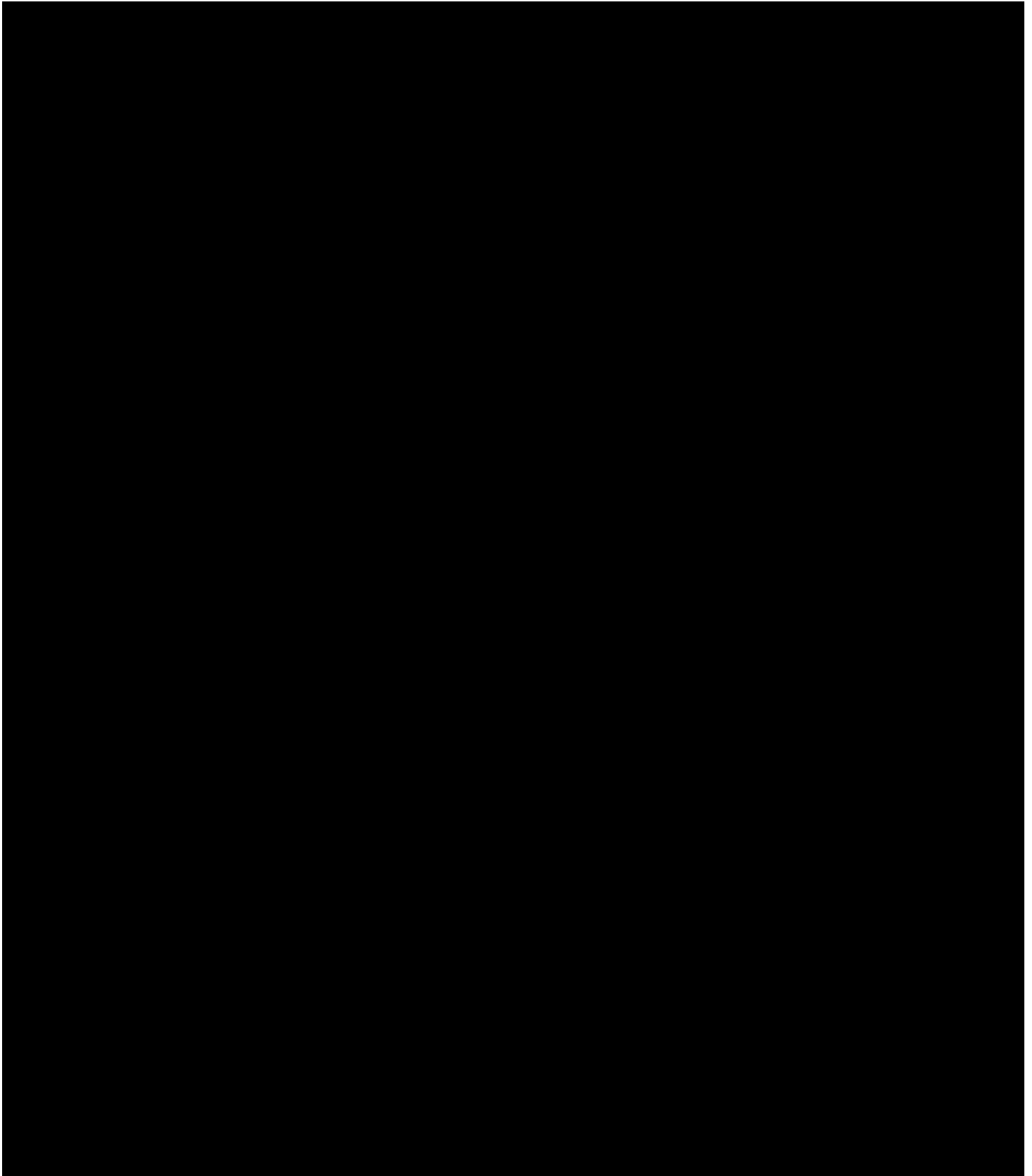
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 13 tenders received)
Quality	■	■	■
Price	■	■	■
Overall	■	■	■

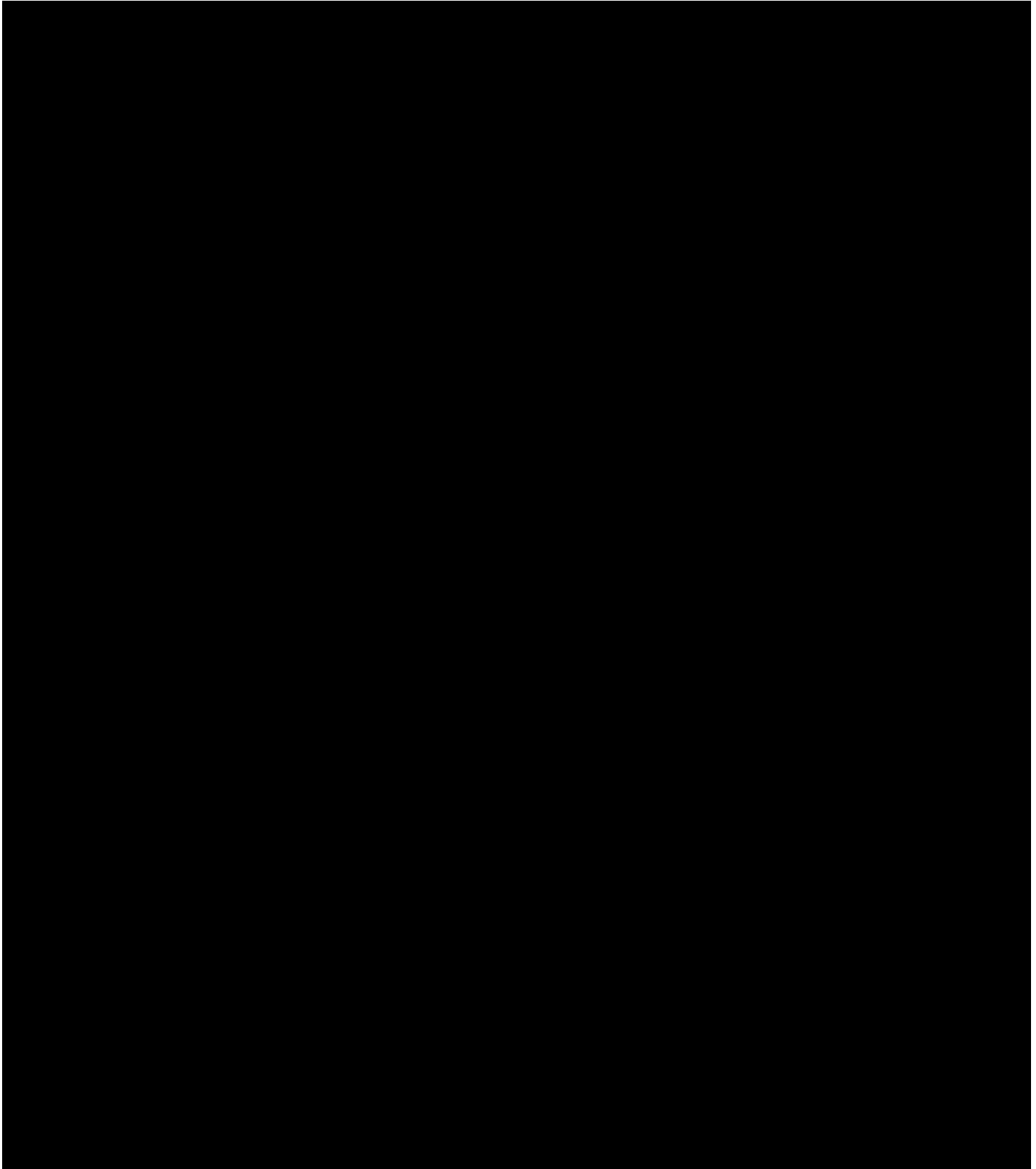


commercial info

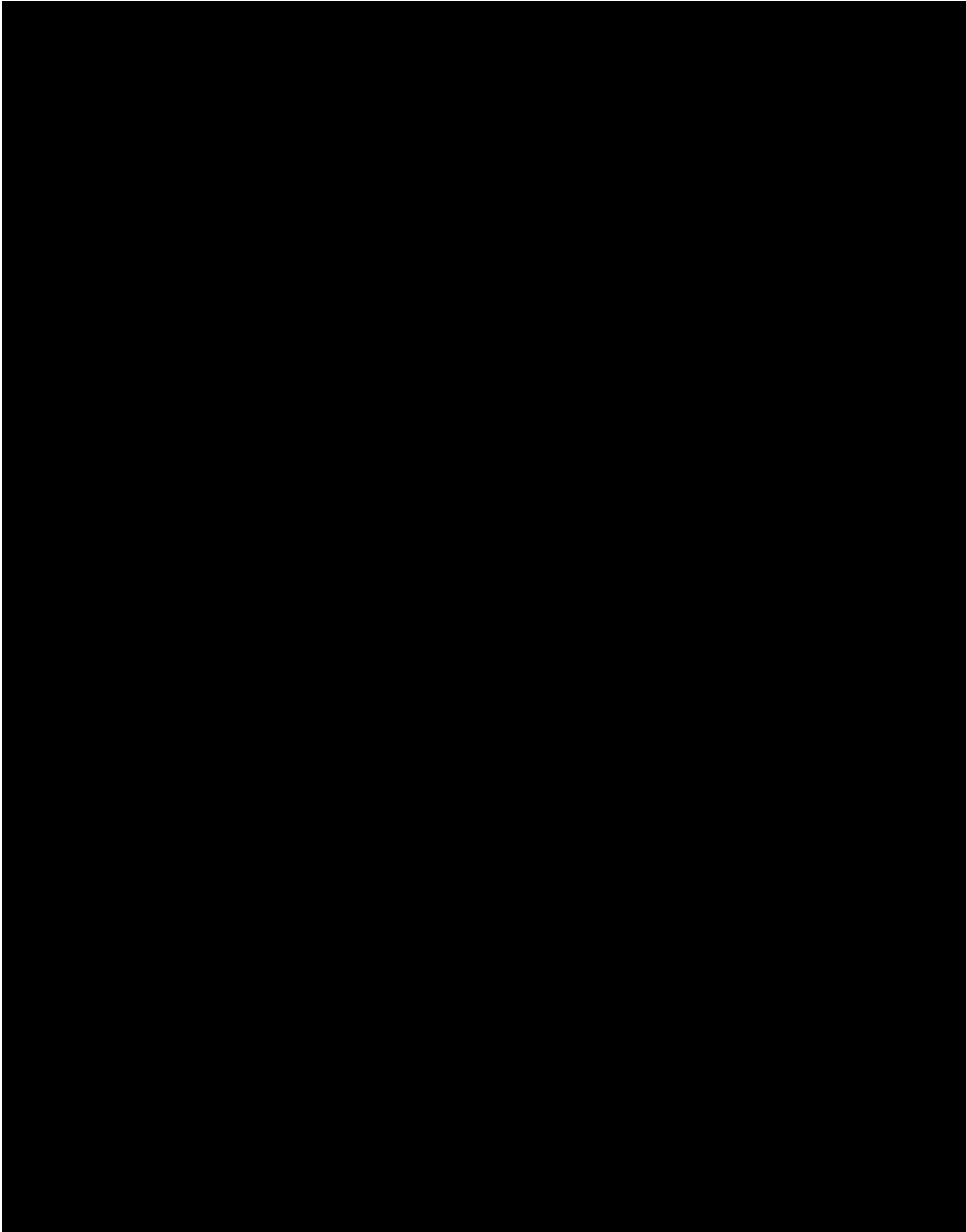
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



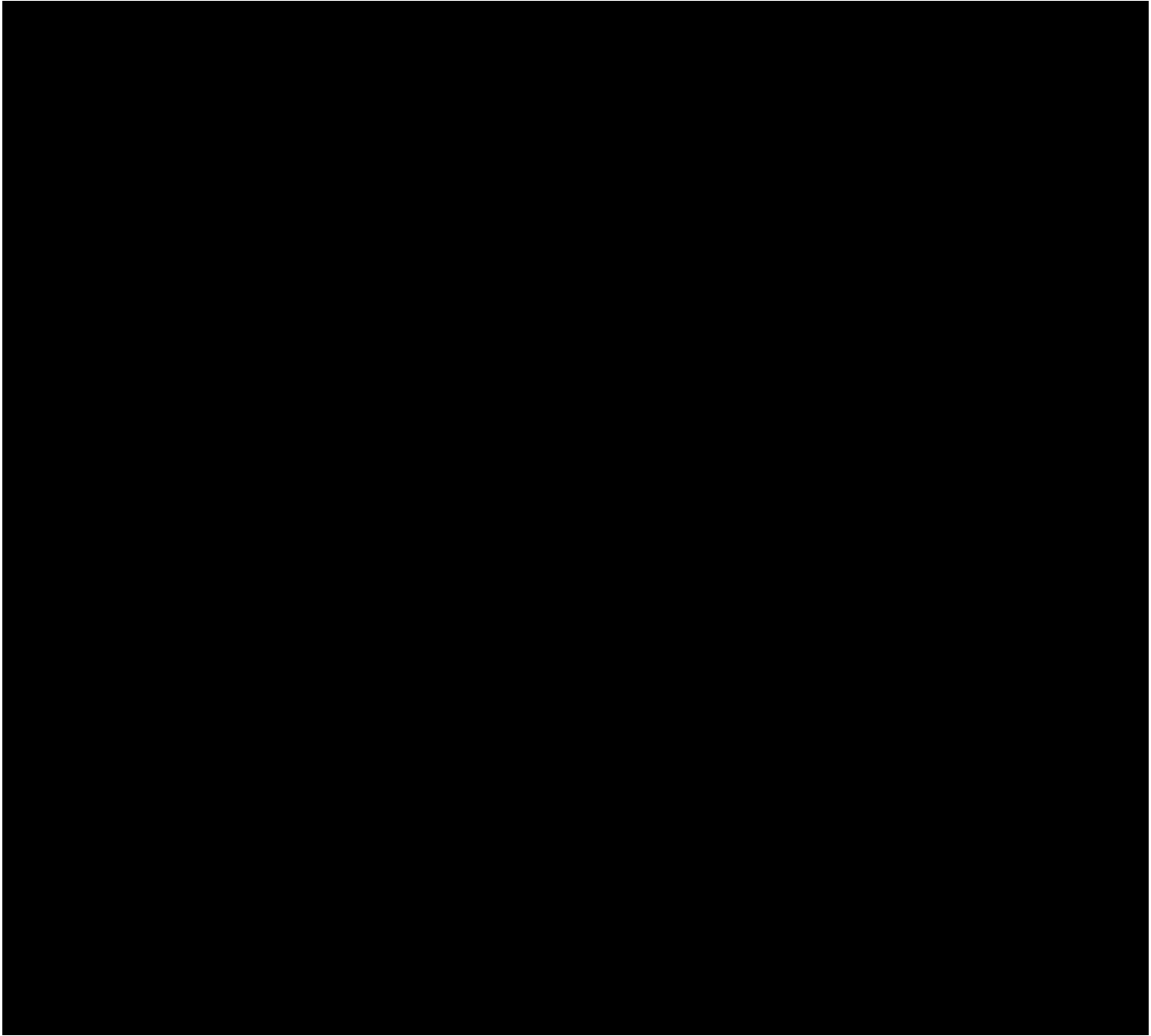
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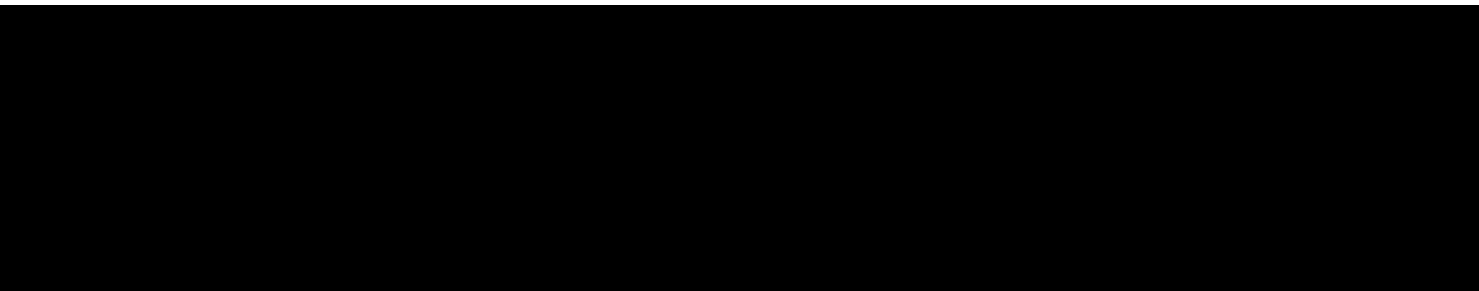
commercial info



commercial & personal info



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



Head of Service: Efficiency & Improvement

Contracts Manager, Commissioning Development and Procurement



personal & commercial info

Perthyn
Unit 11 Tynant Court
Morganstown
Cardiff
CF147AH

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

**RE: EMC 158 SUPPORTED LIVING FRAMEWORK
LOT 1 - HIGH LEVEL SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING
DISABILITY**

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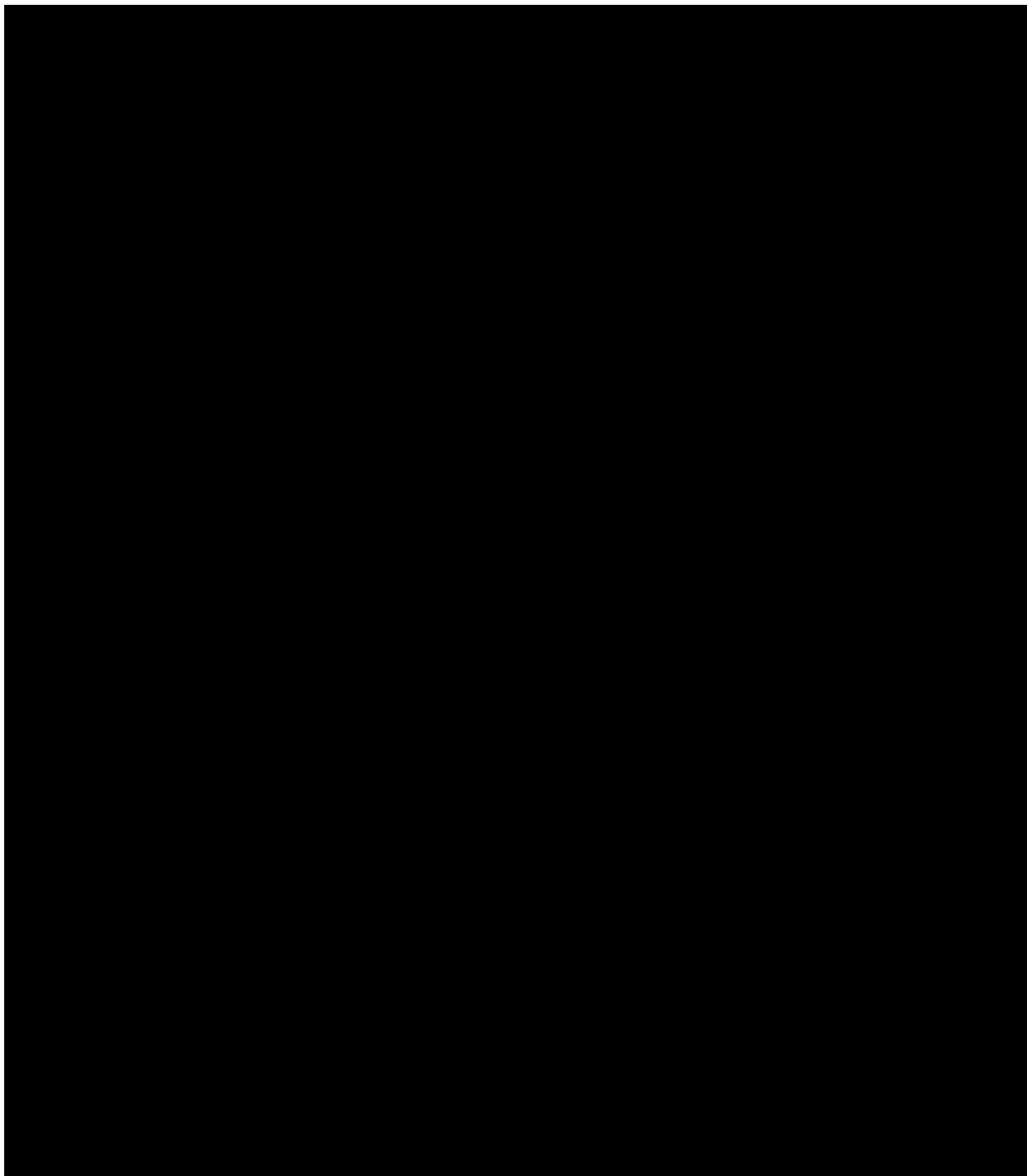
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 13 tenders received)
Quality	████	████	█
Price	███	███	█
Overall	████	████	█

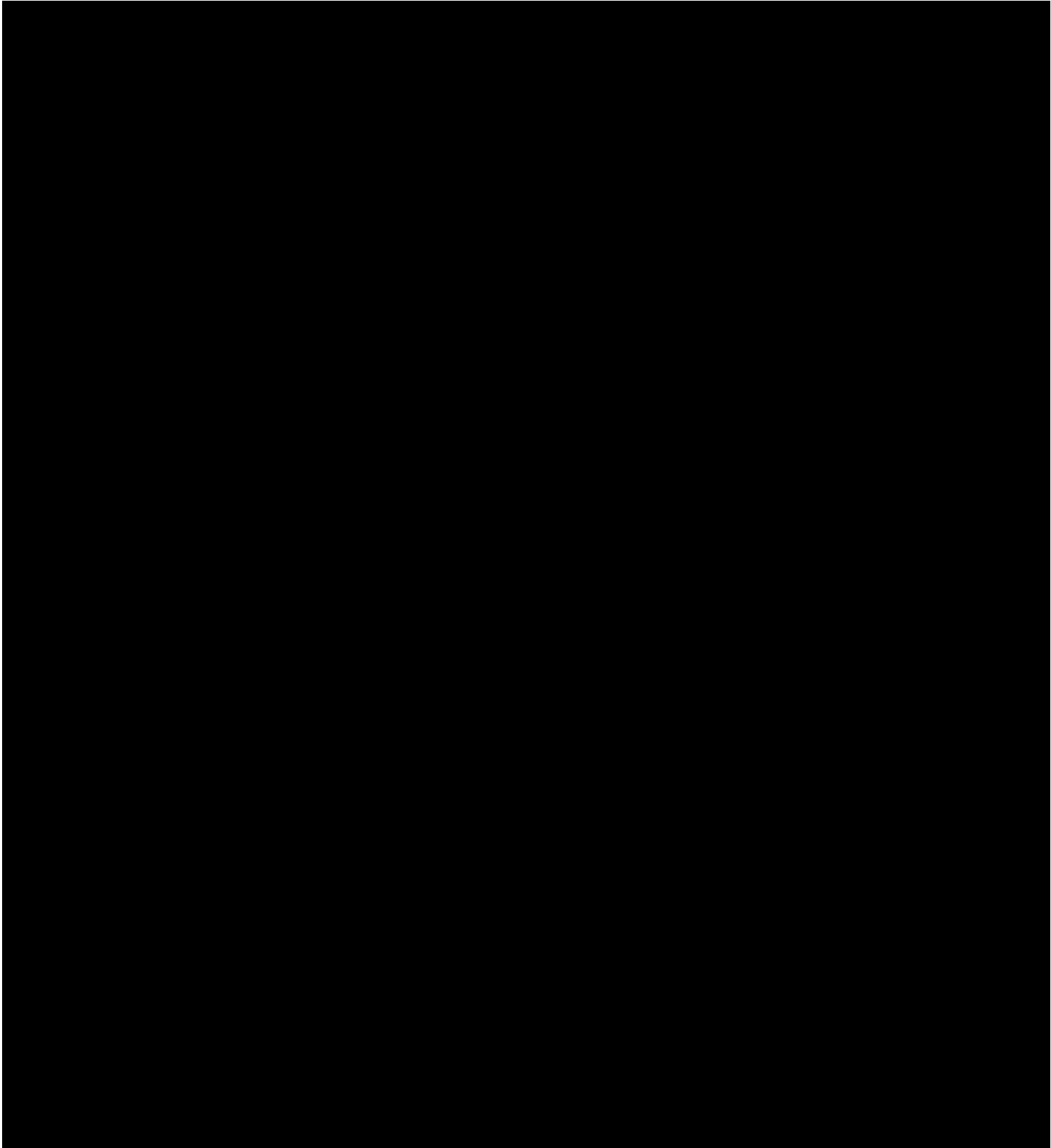


commercial info

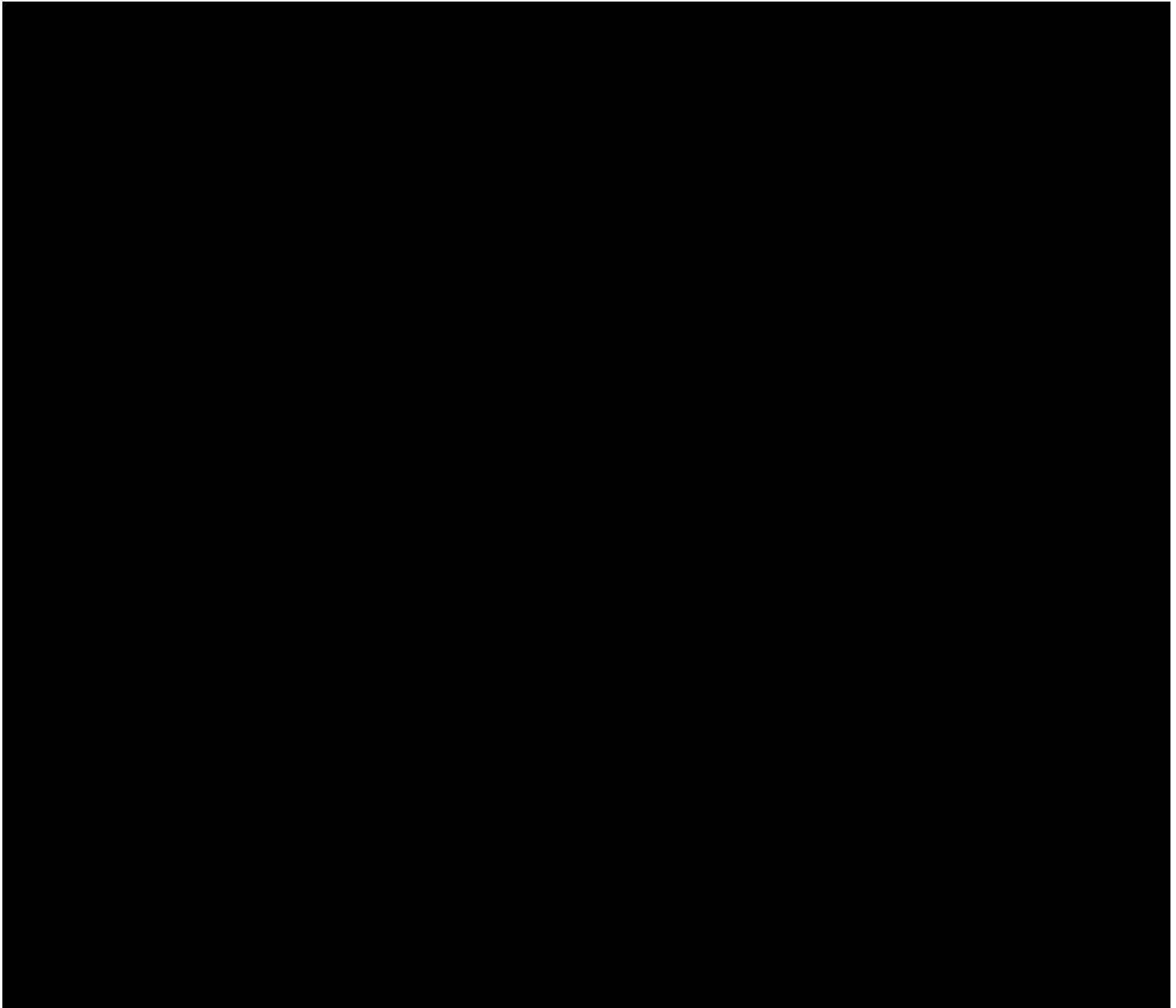
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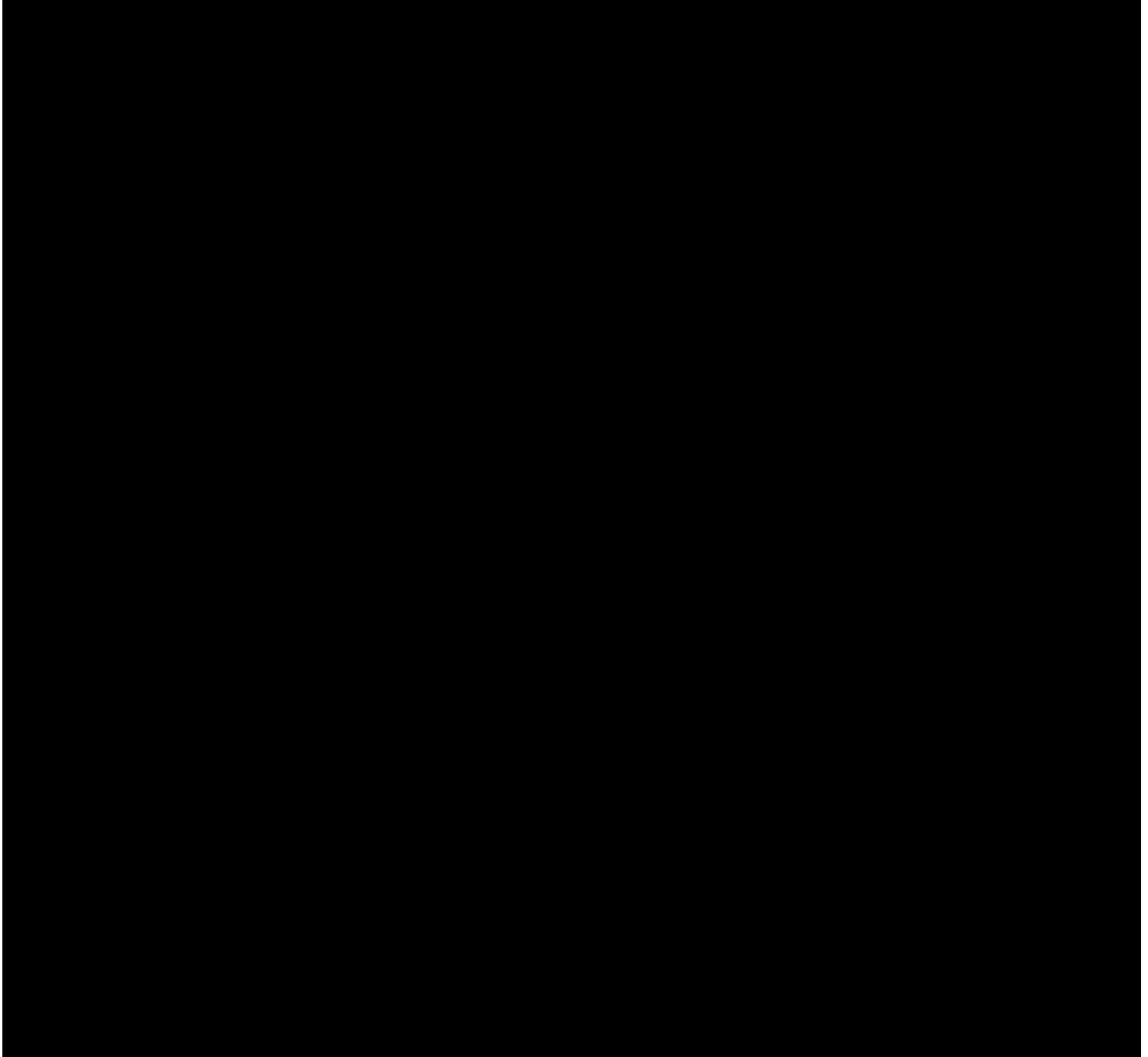


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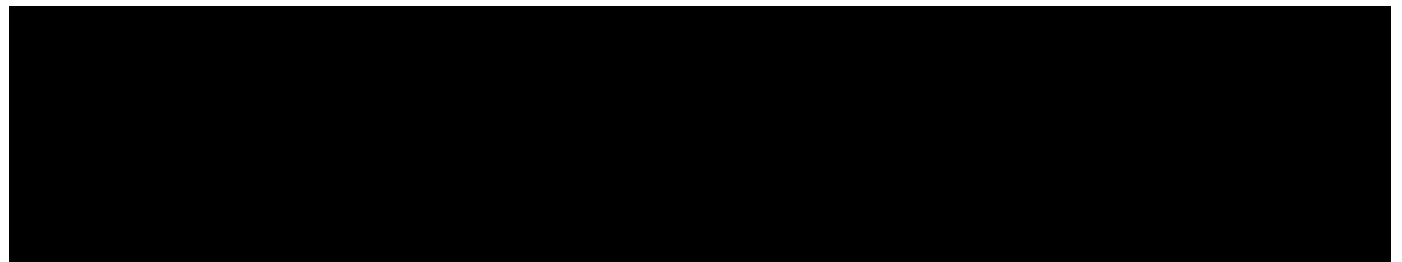


commercial info





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



Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

Royal Mencap Society
28-29 Centurion House
Staffordshire Technology Park
Beaconside
Stafford
ST18 0GB

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

**RE: EMC 158 SUPPORTED LIVING FRAMEWORK
LOT 1 - HIGH LEVEL SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING
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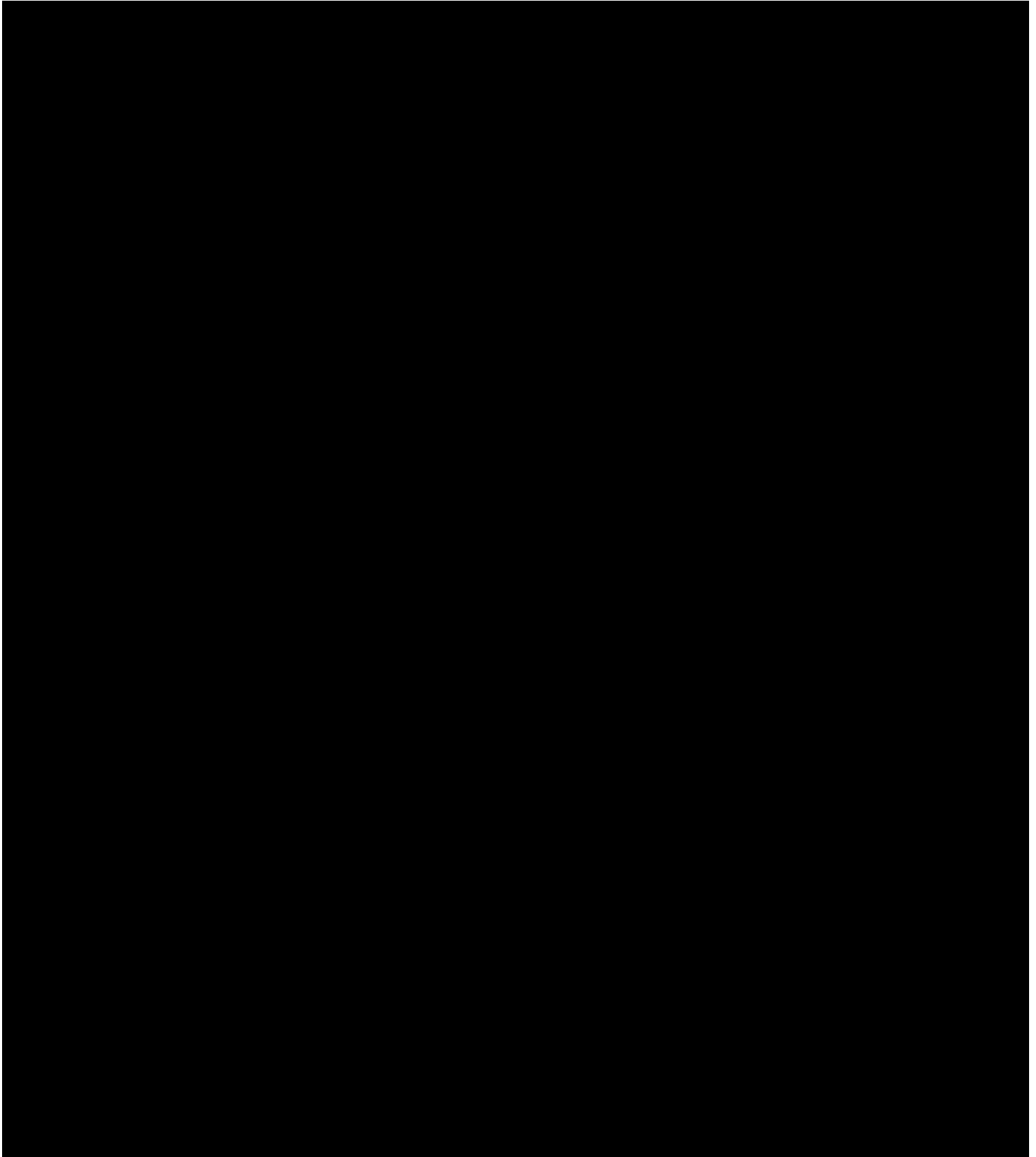
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 13 tenders received)
Quality	████	████	█
Price	██	██	█
Overall	████	████	█

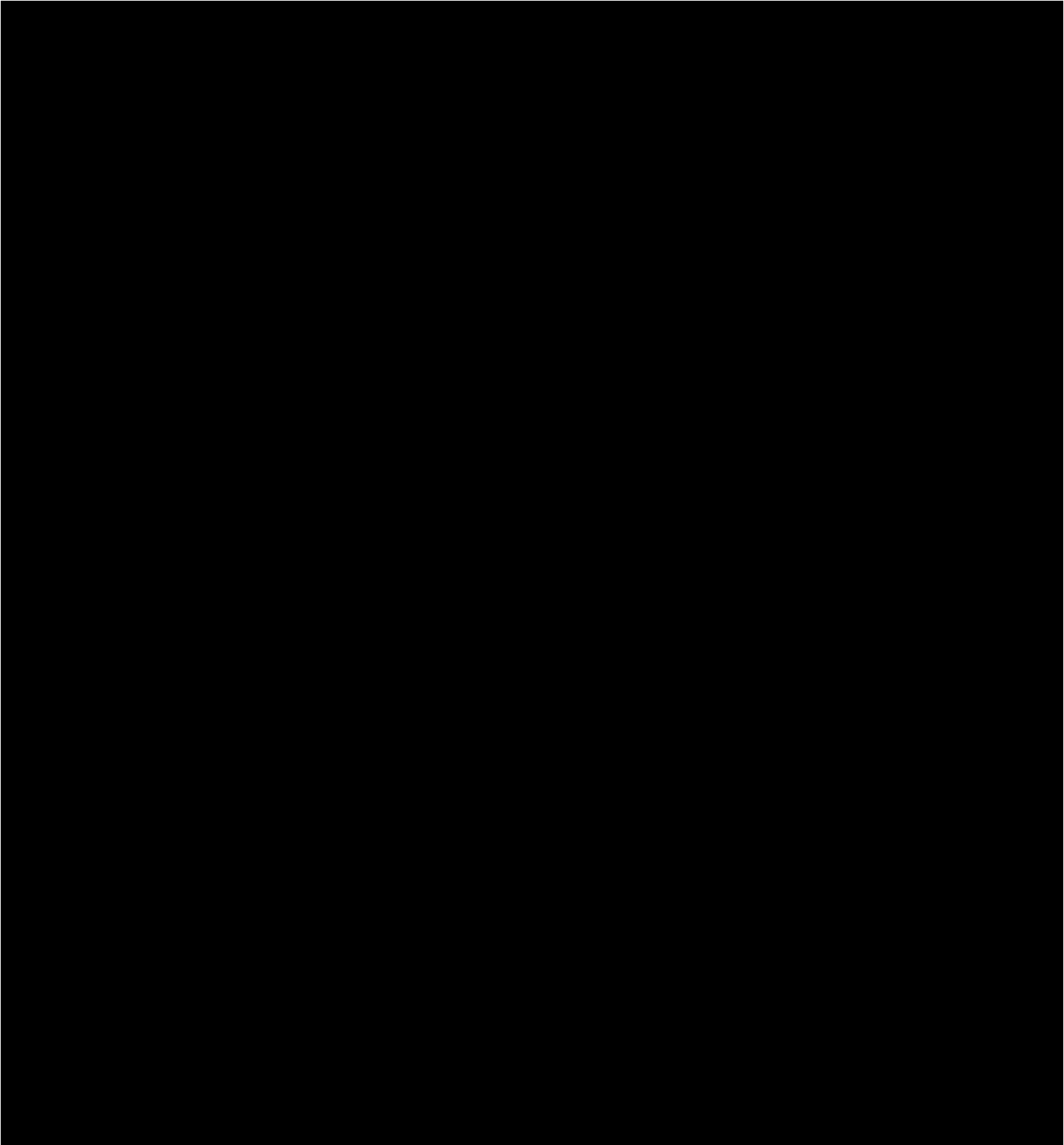


commercial info

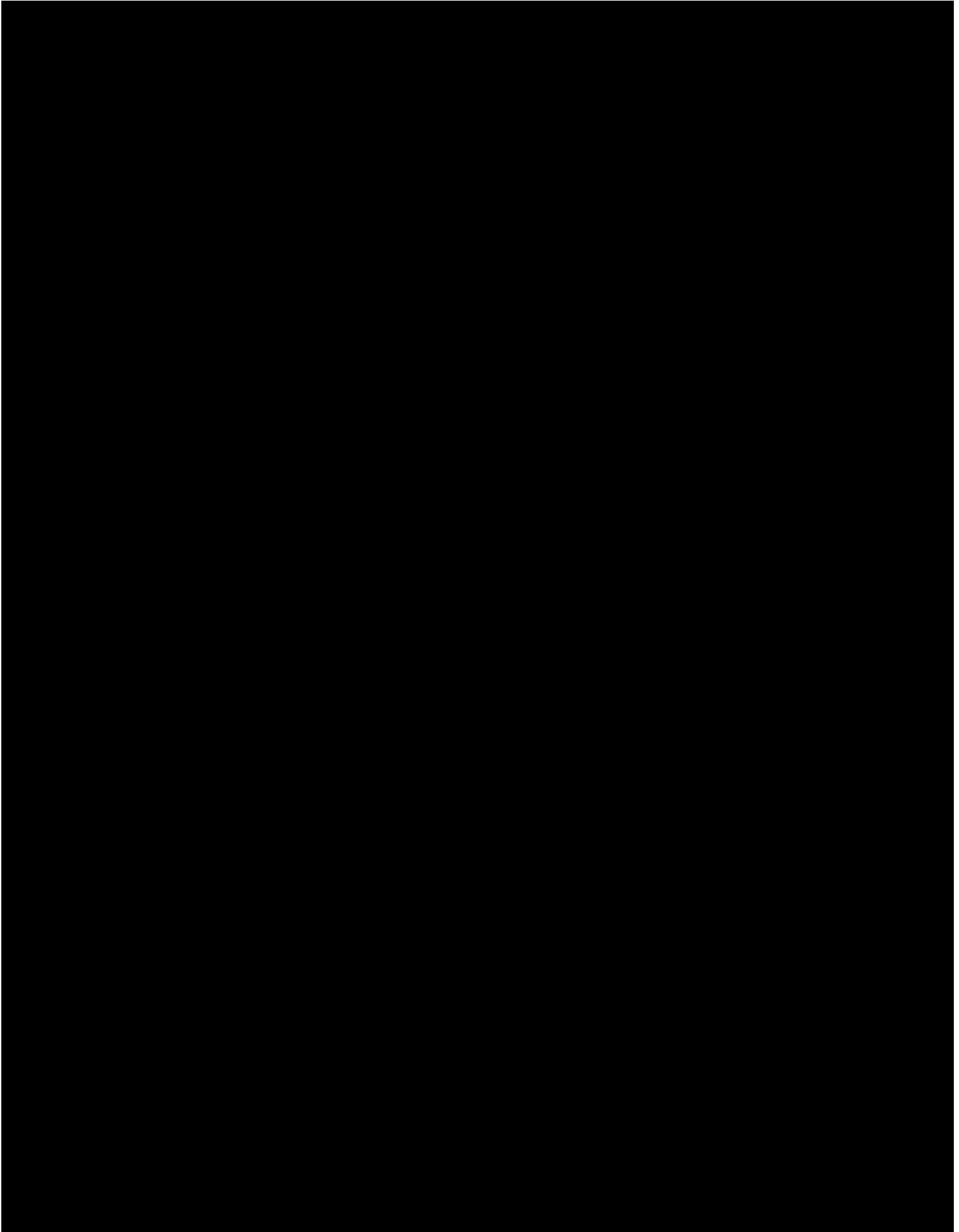
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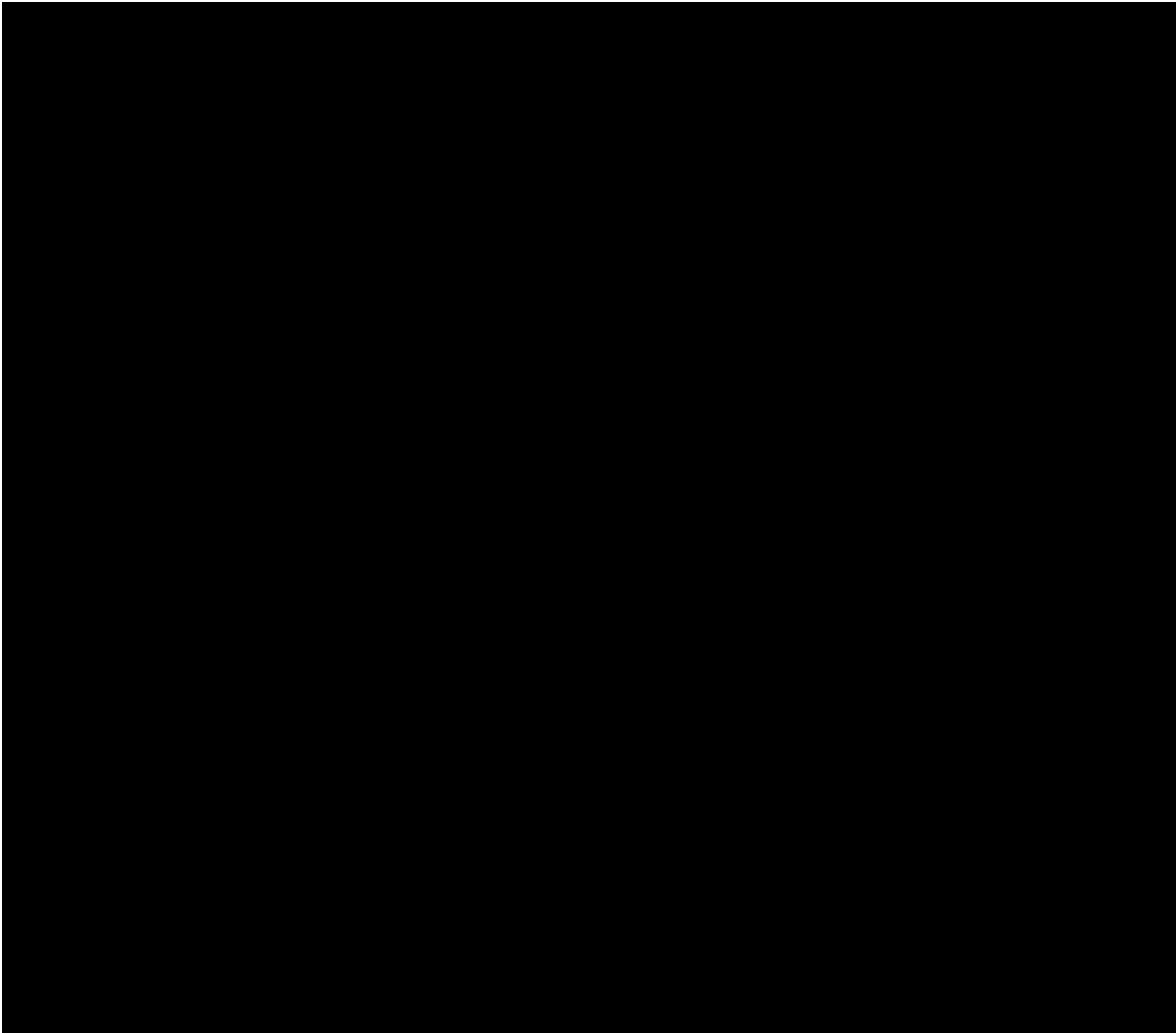
commercial info



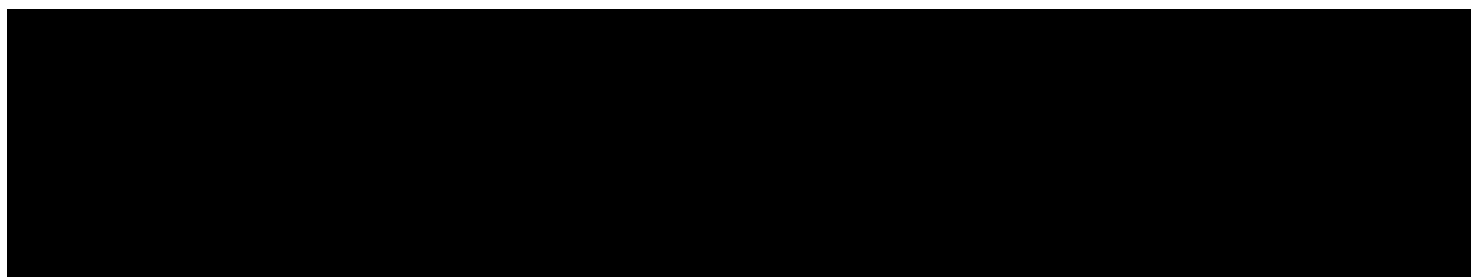
commercial info



commercial & personal info



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



Head of Service: Efficiency & Improvement

Contracts Manager, Commissioning Development and Procurement



personal & commercial info

Bethphage
8 Longbow Close
Harlescott Lane
Shrewsbury
SY1 3AS

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

**RE: EMC 158 SUPPORTED LIVING FRAMEWORK
LOT 2 - SUPPORTED LIVING SERVICES FOR ADULTS WITH A LEARNING DISABILITY**

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

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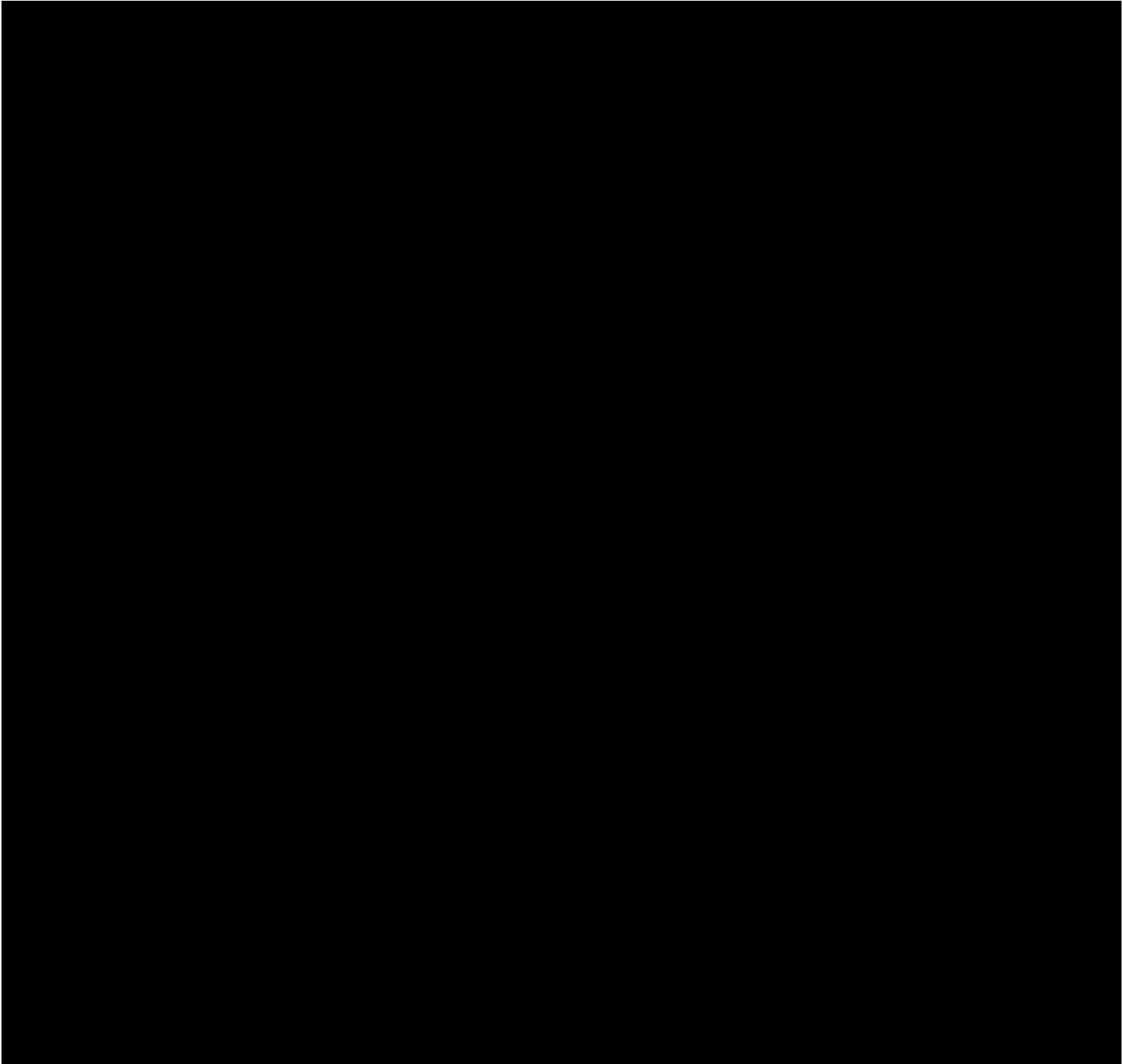
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 24 tenders received)
Quality	█	█	█
Price	█	█	█
Overall	█	█	█

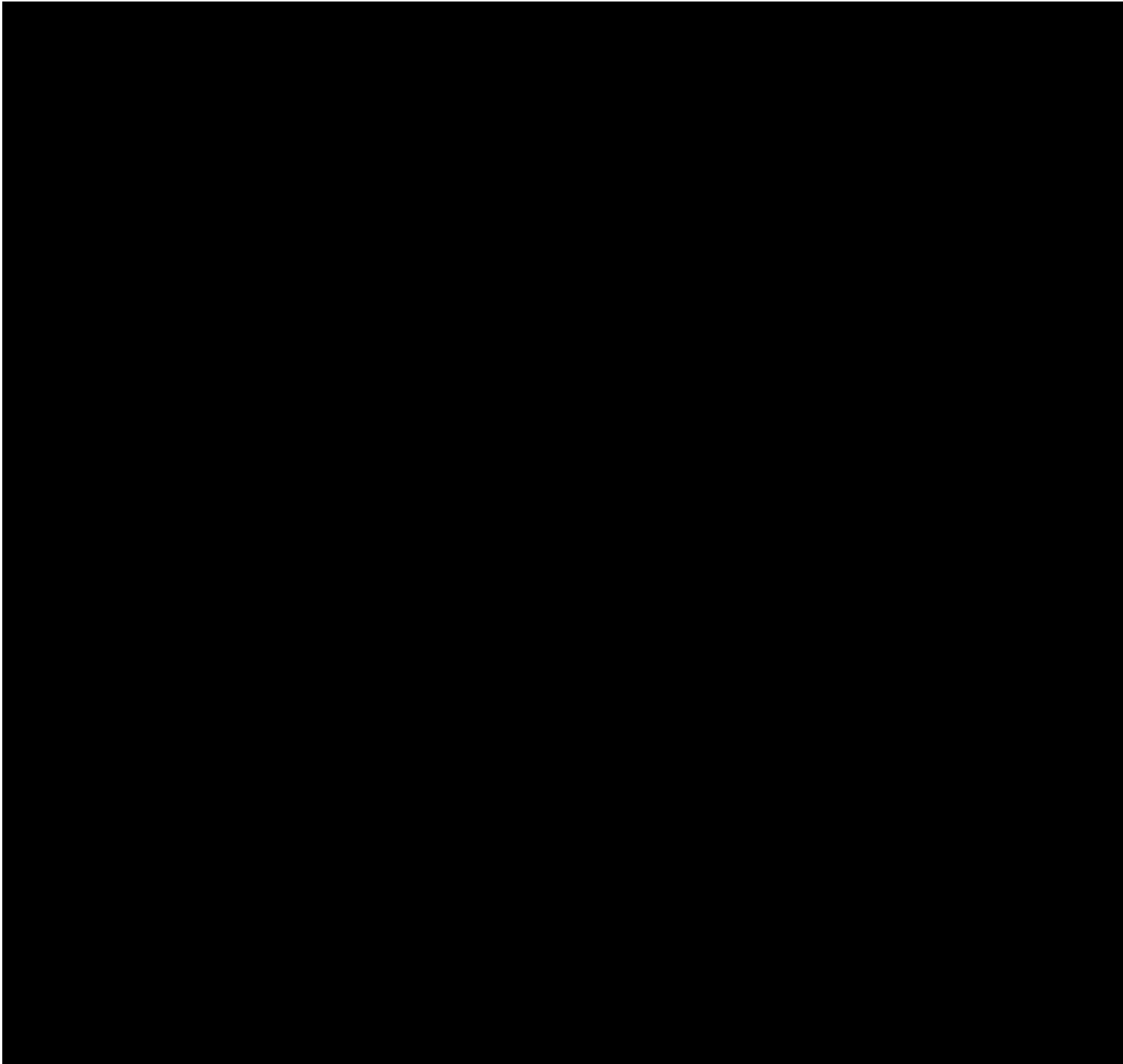


commercial info

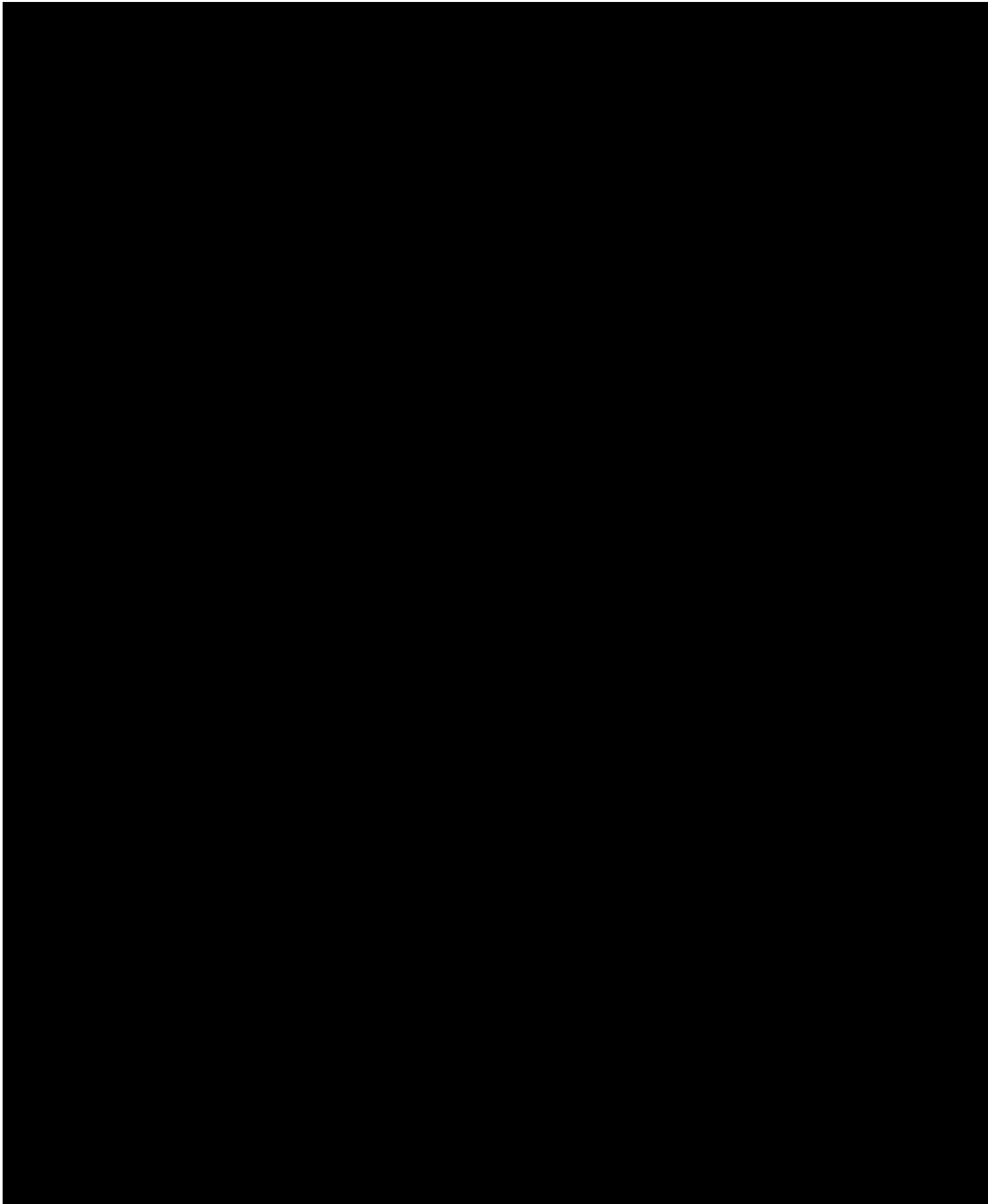
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commercial info

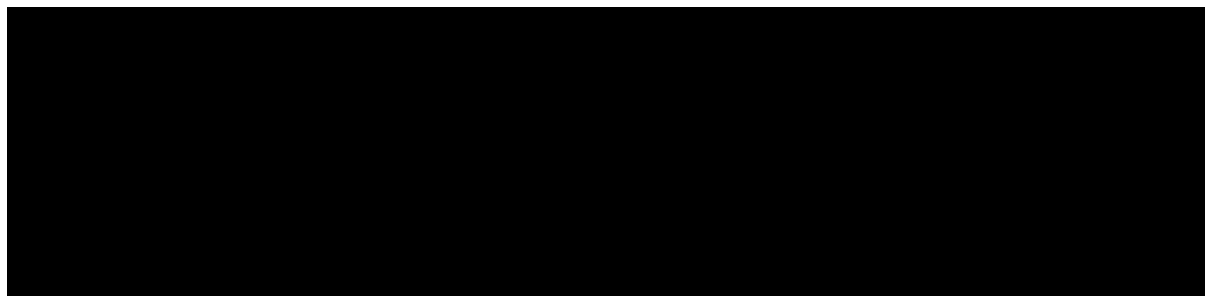


commercial info



personal info

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



Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

Creative Support
5th Floor Dale House
35 Dale Street
Manchester
M1 2HF

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

Dear Bidder

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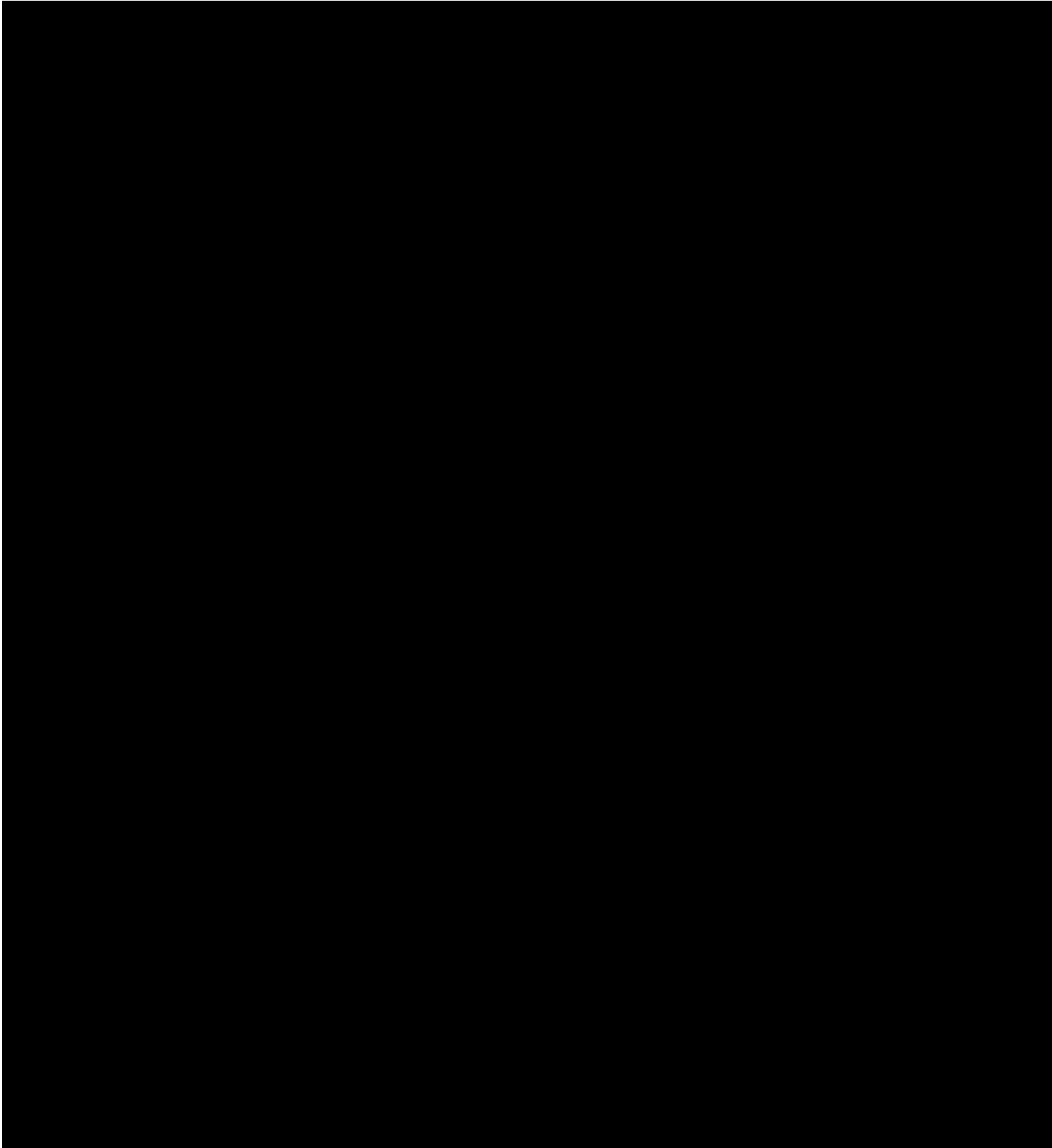
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Quality	■	■	■
Price	■	■	■
Overall	■	■	■

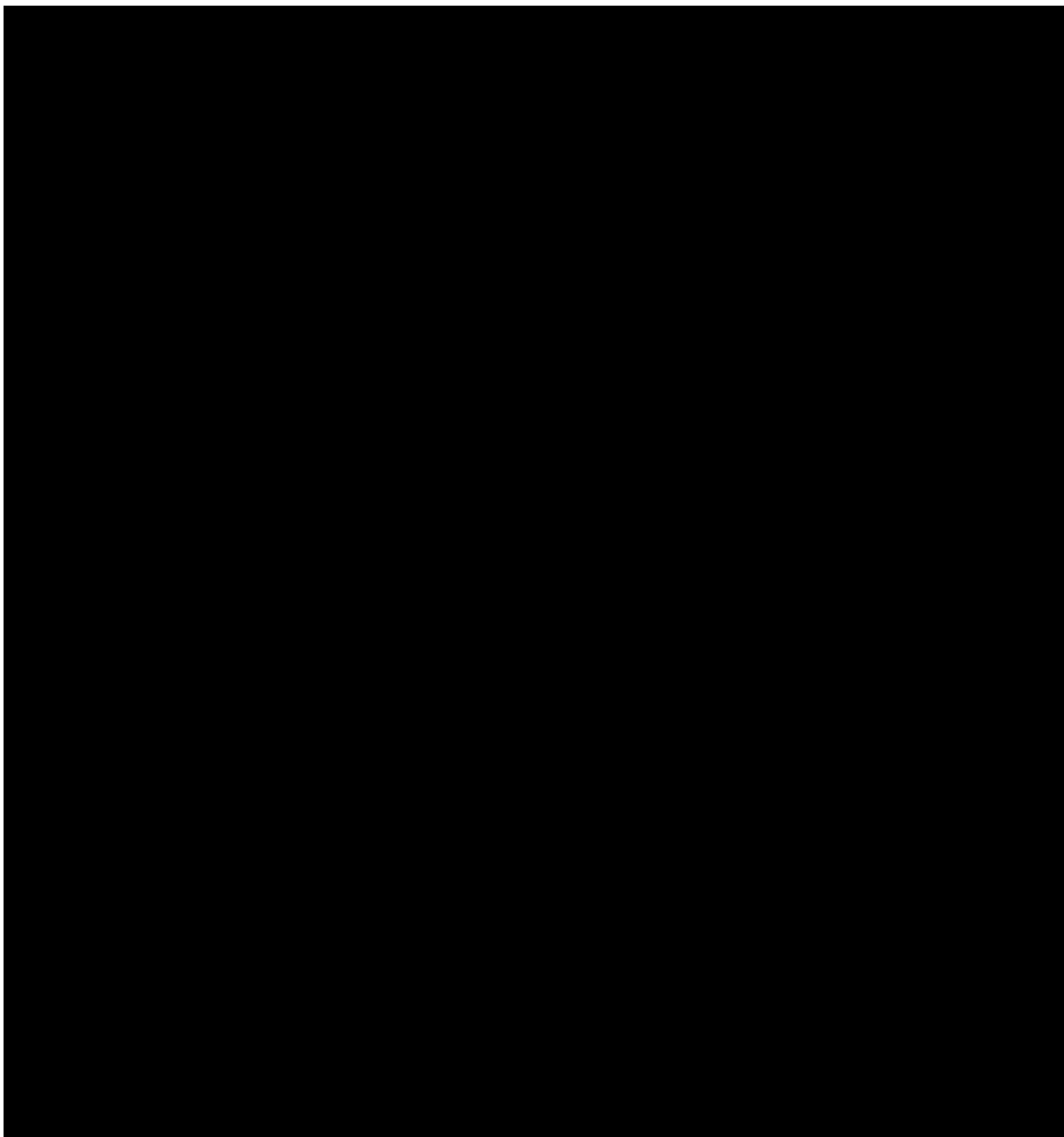


commercial info

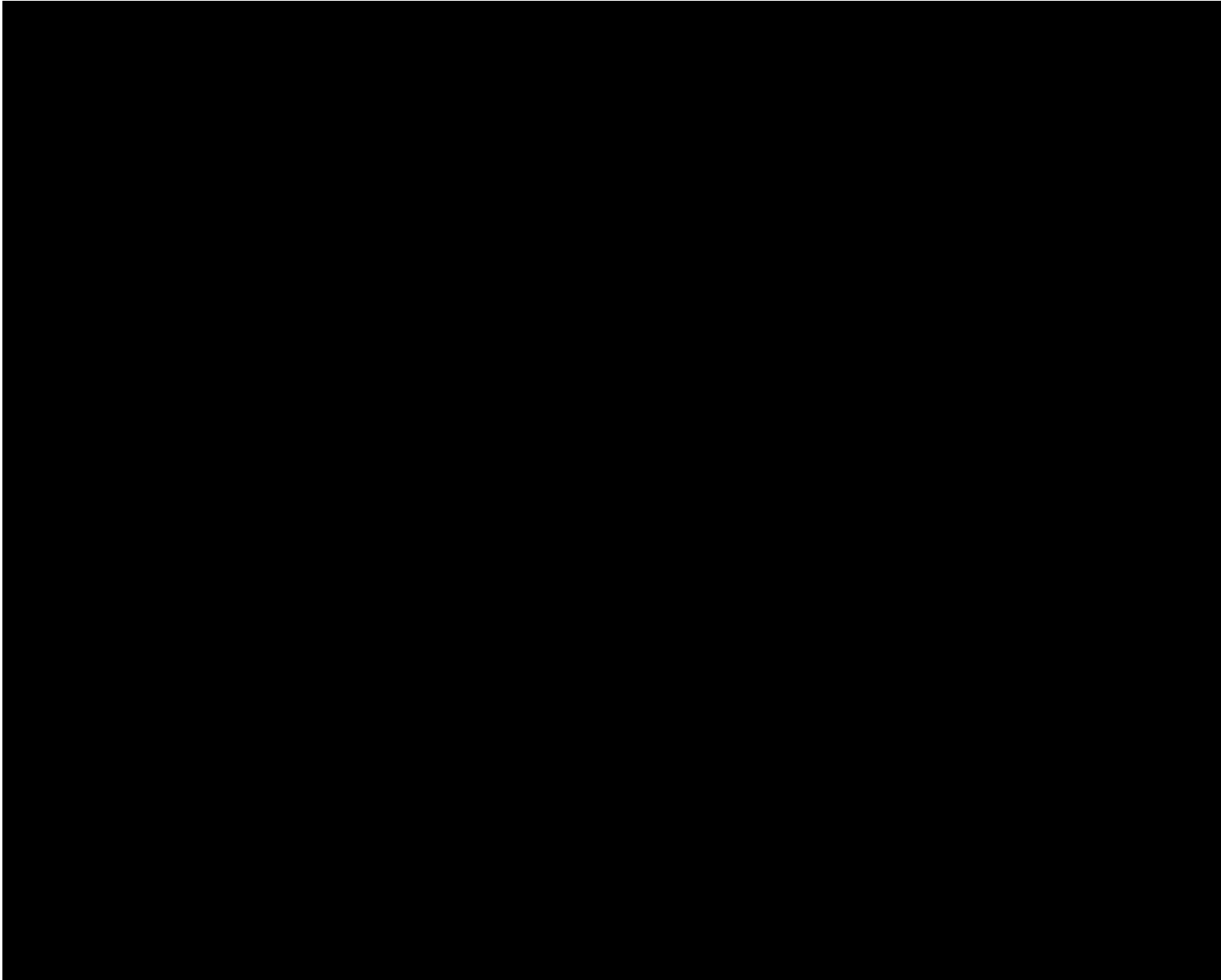
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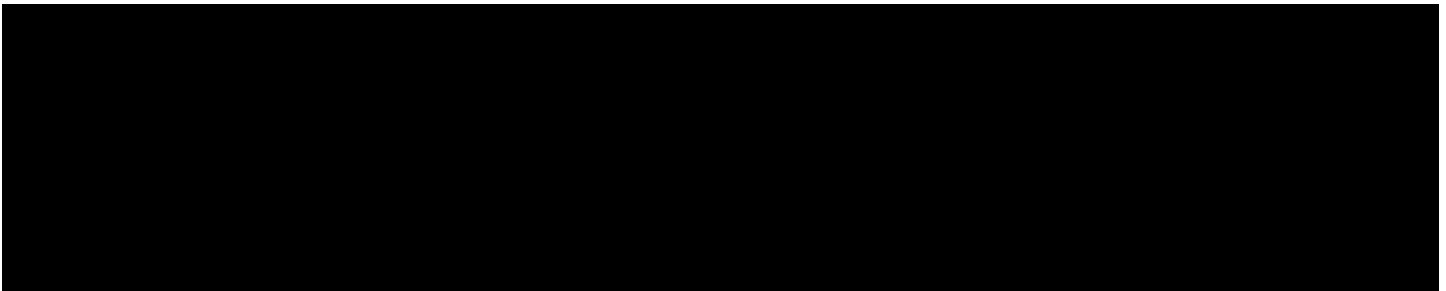
commercial info



commercial & personal info



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Head of Service: Efficiency & Improvement

Contracts Manager, Commissioning Development and Procurement



personal & commercial info

Dimensions (UK) Ltd.
Revolution House,
Stanier Road,
Shire Business Park,
Worcester,
WR4 9FE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2016

Sent by email to: [REDACTED]

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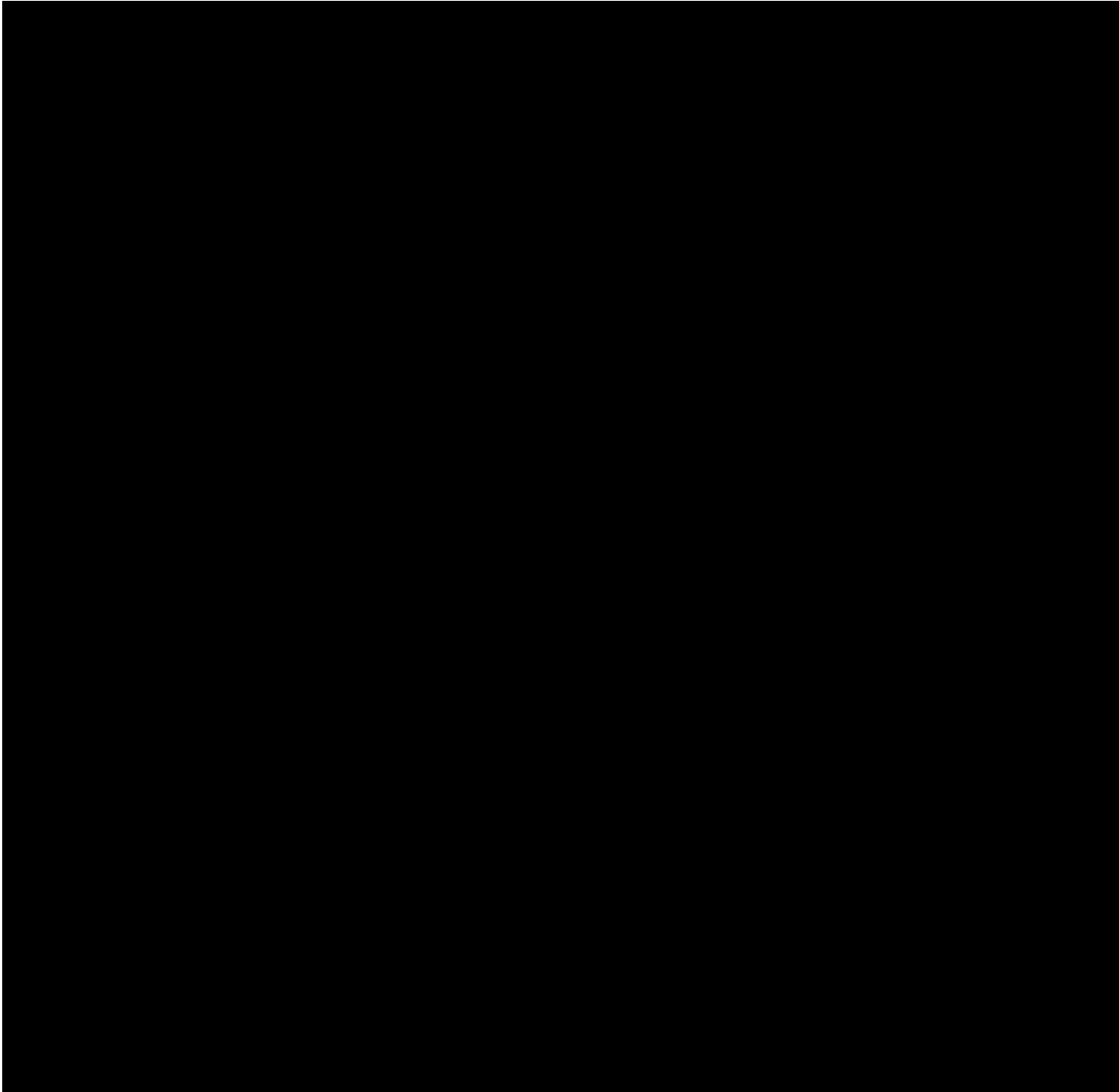
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Price	■	■	■
Overall	■	■	■

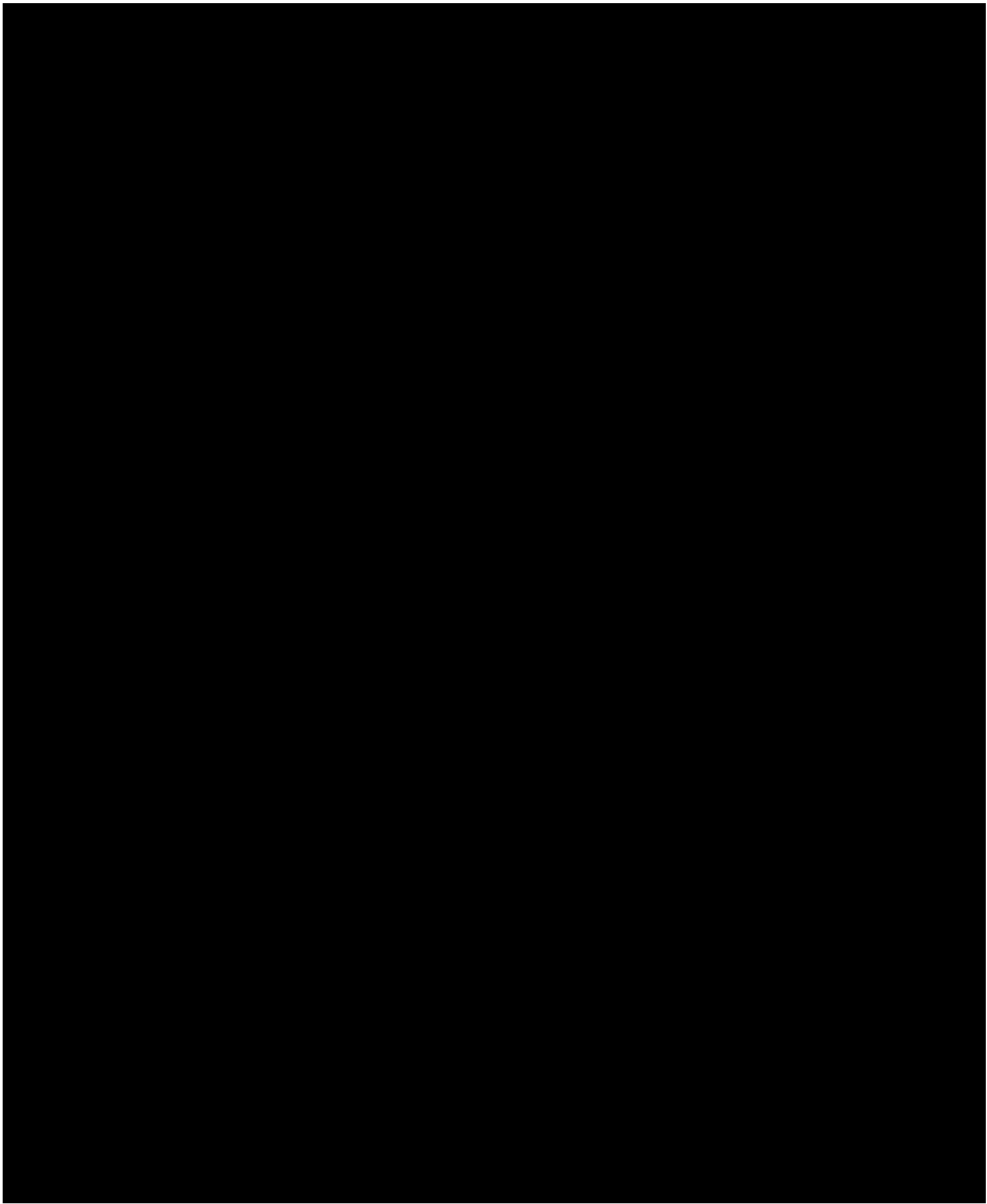


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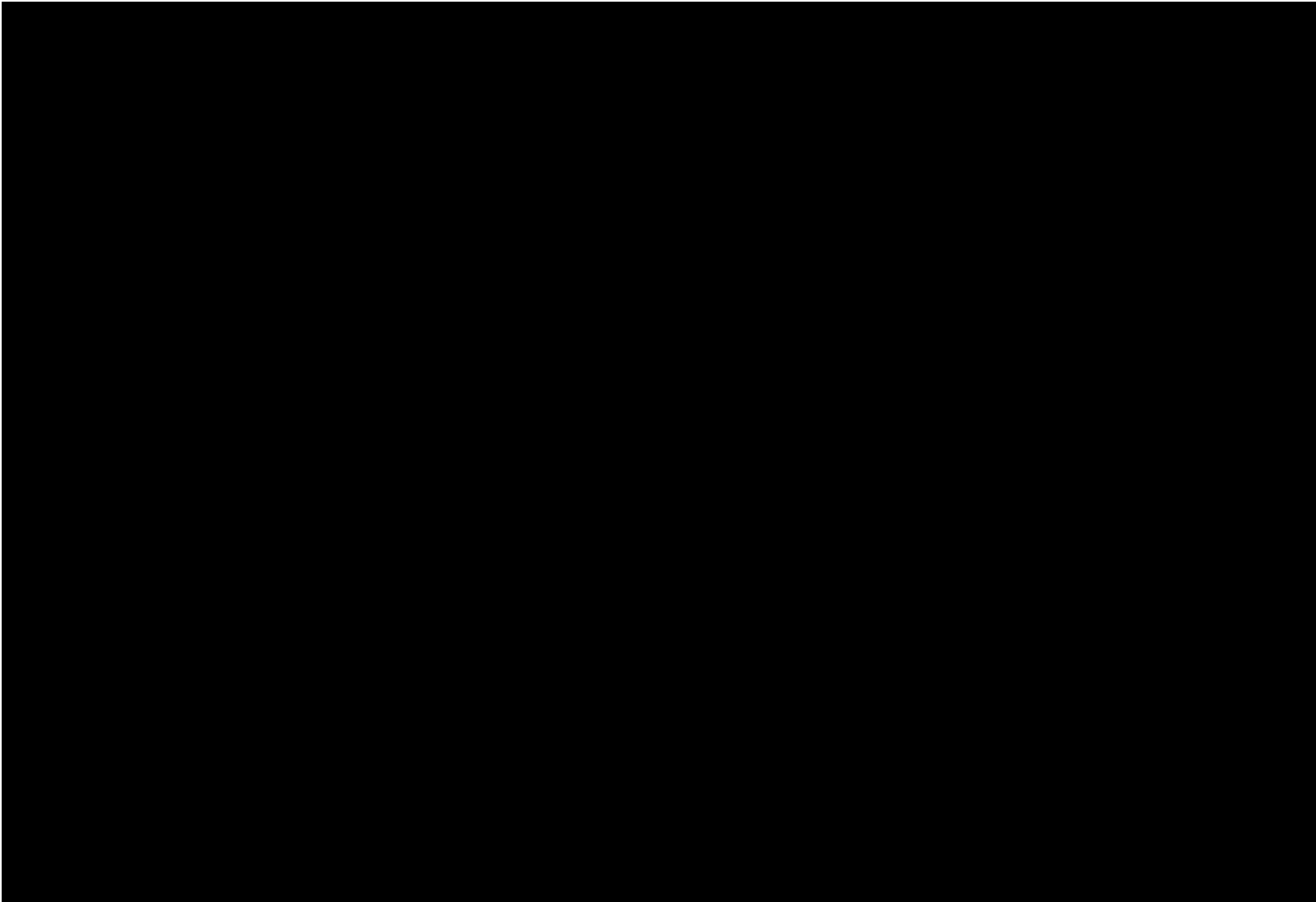
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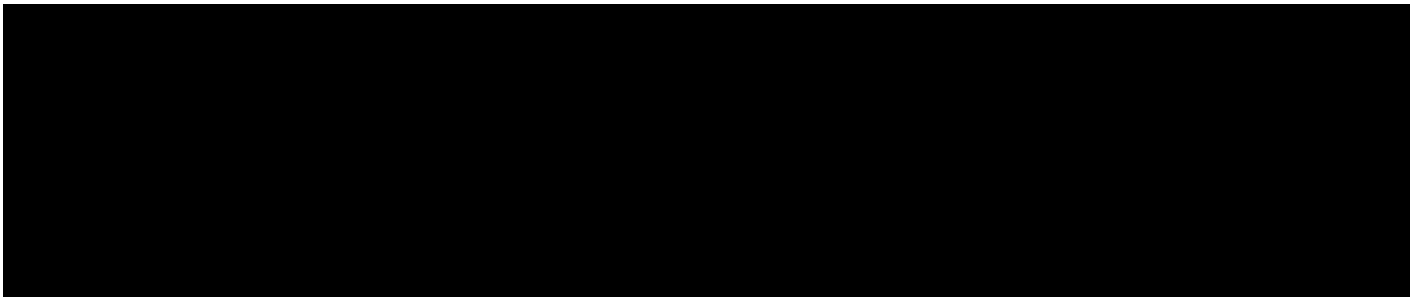
commercial info



commercial & personal info



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Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

MacIntyre
602 South Seventh Street
Central Milton Keynes
Buckinghamshire
MK9 2JA

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

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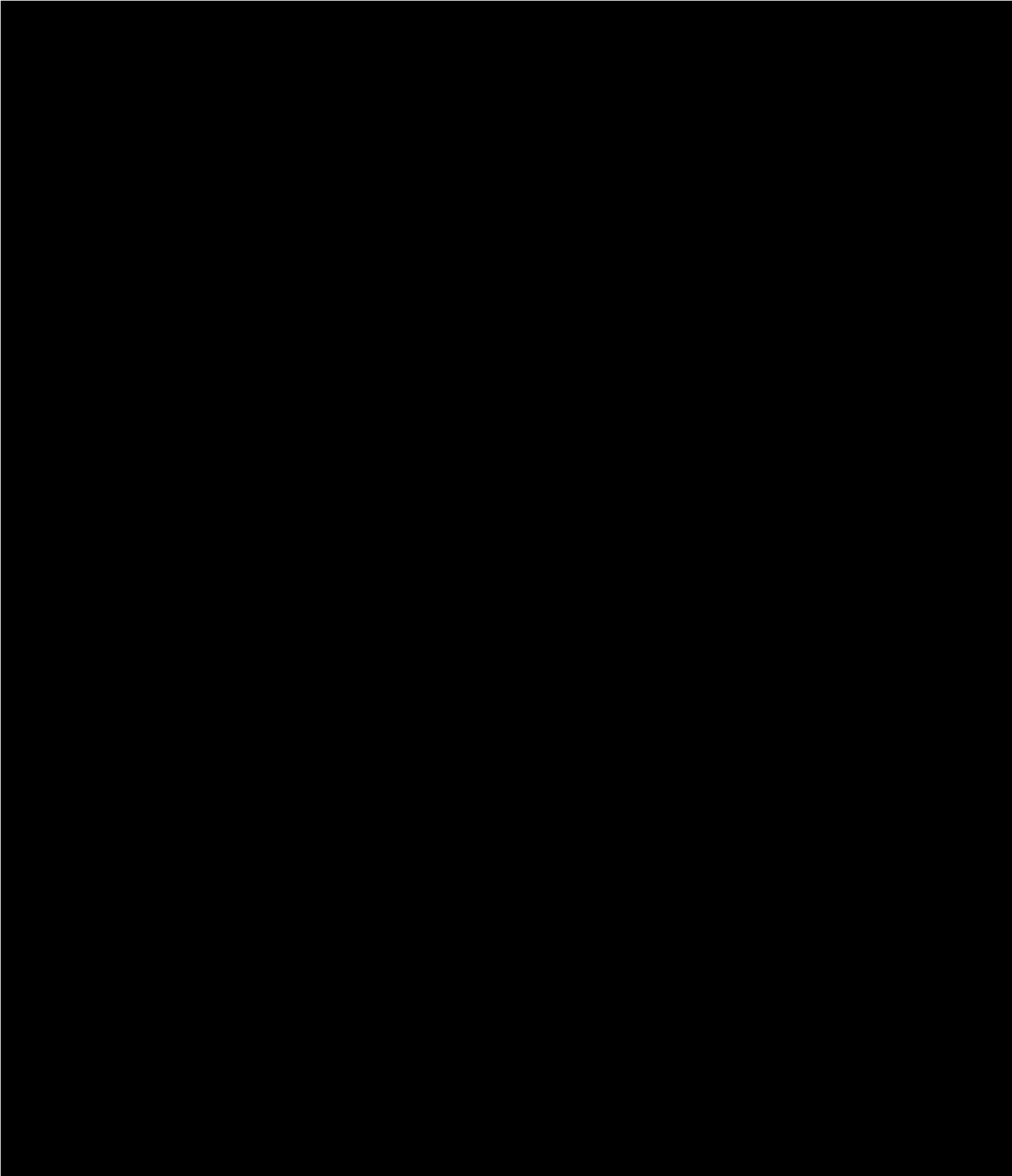
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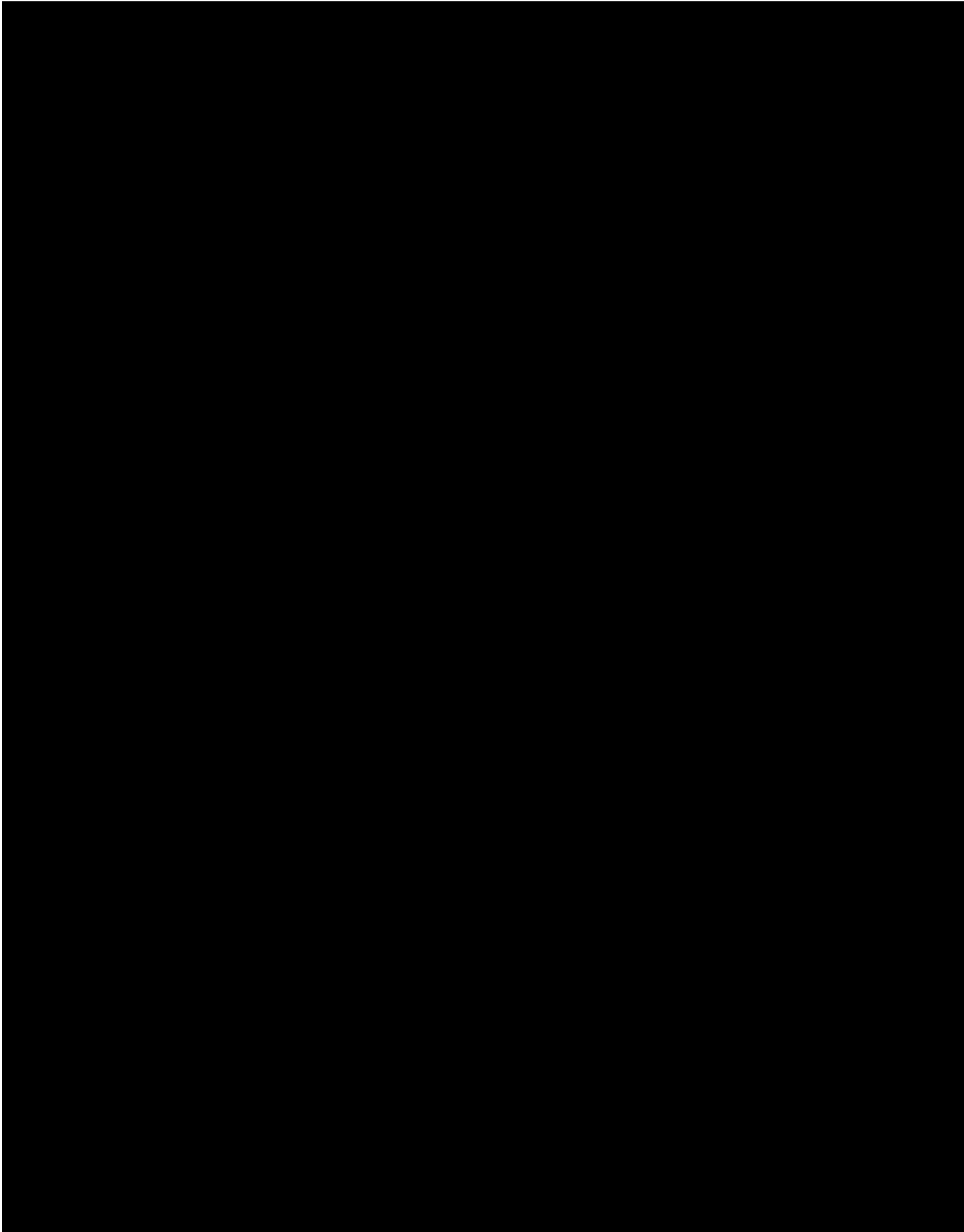


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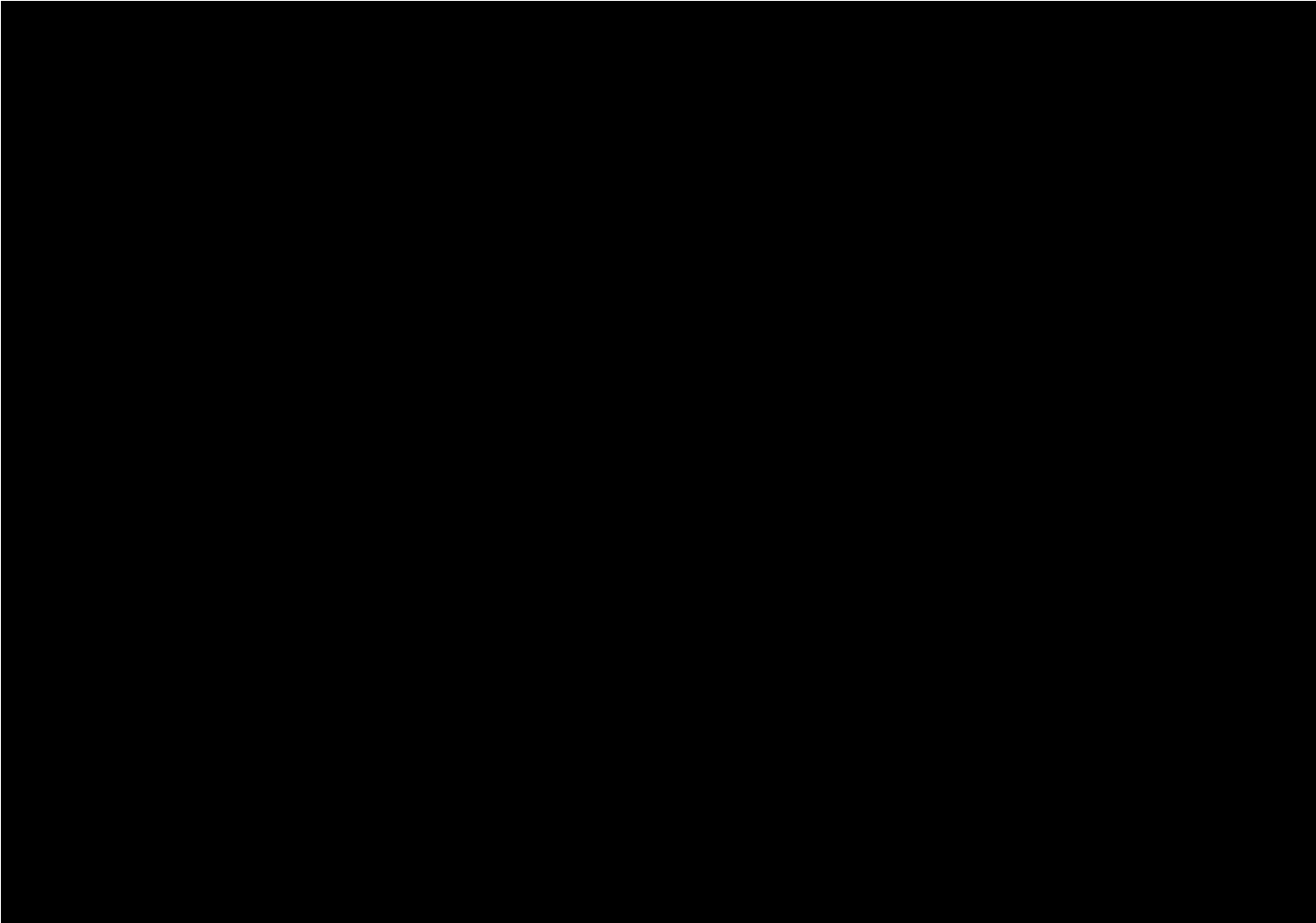
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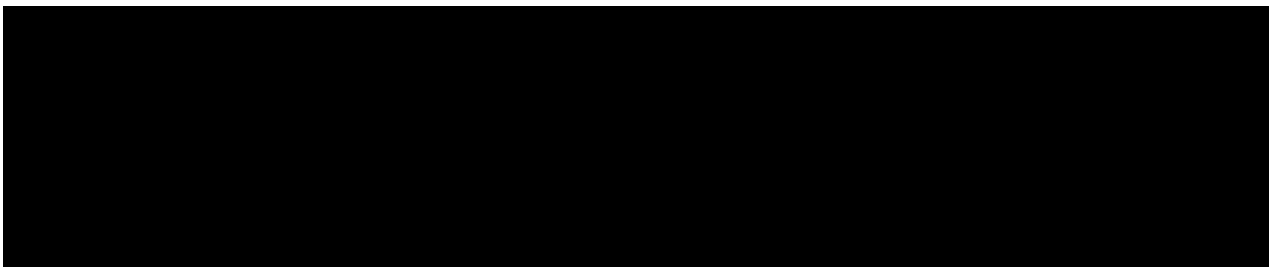
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personal & commercial info

Perthyn
Unit 11 Tynant Court
Morganstown
Cardiff

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
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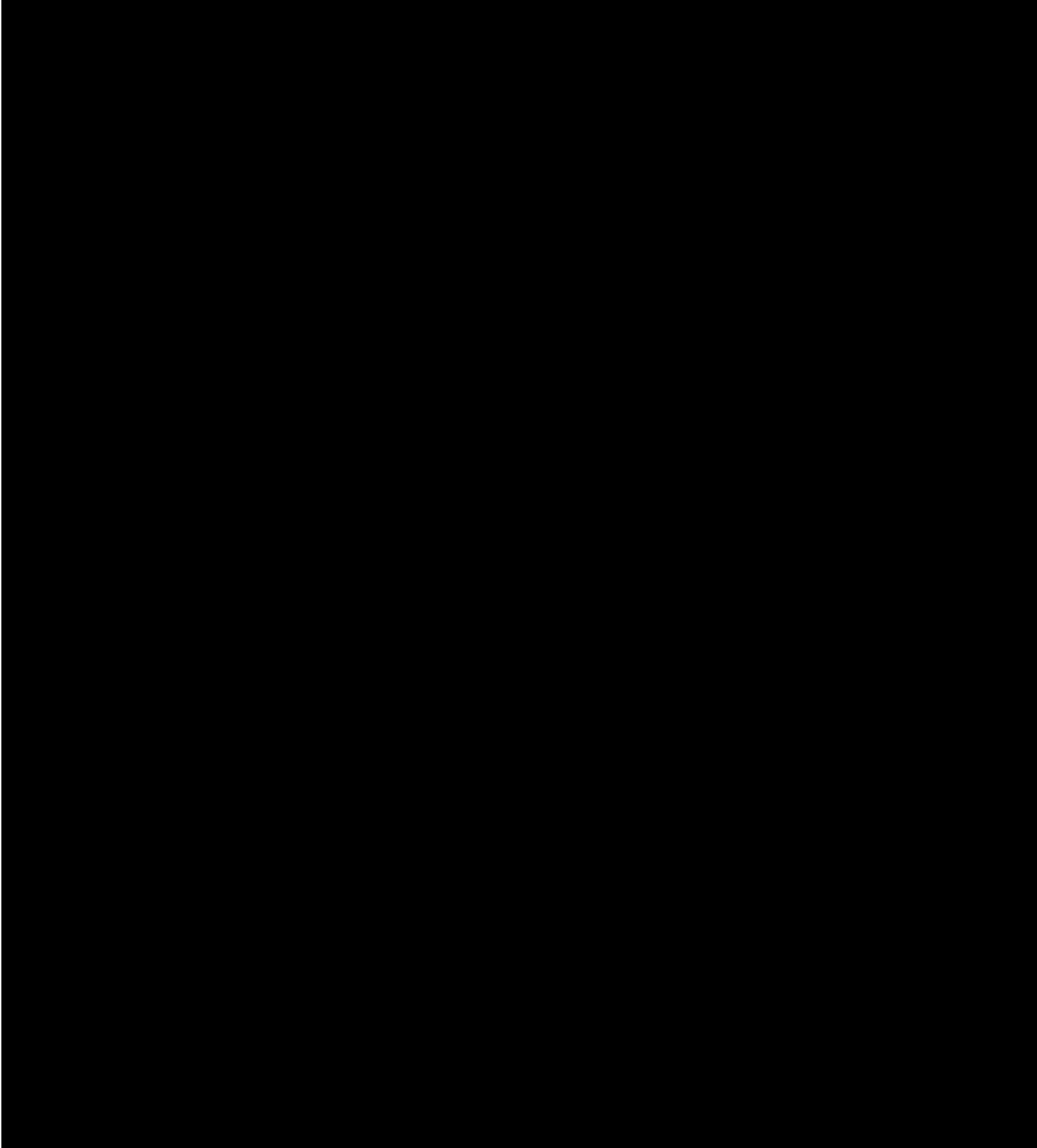
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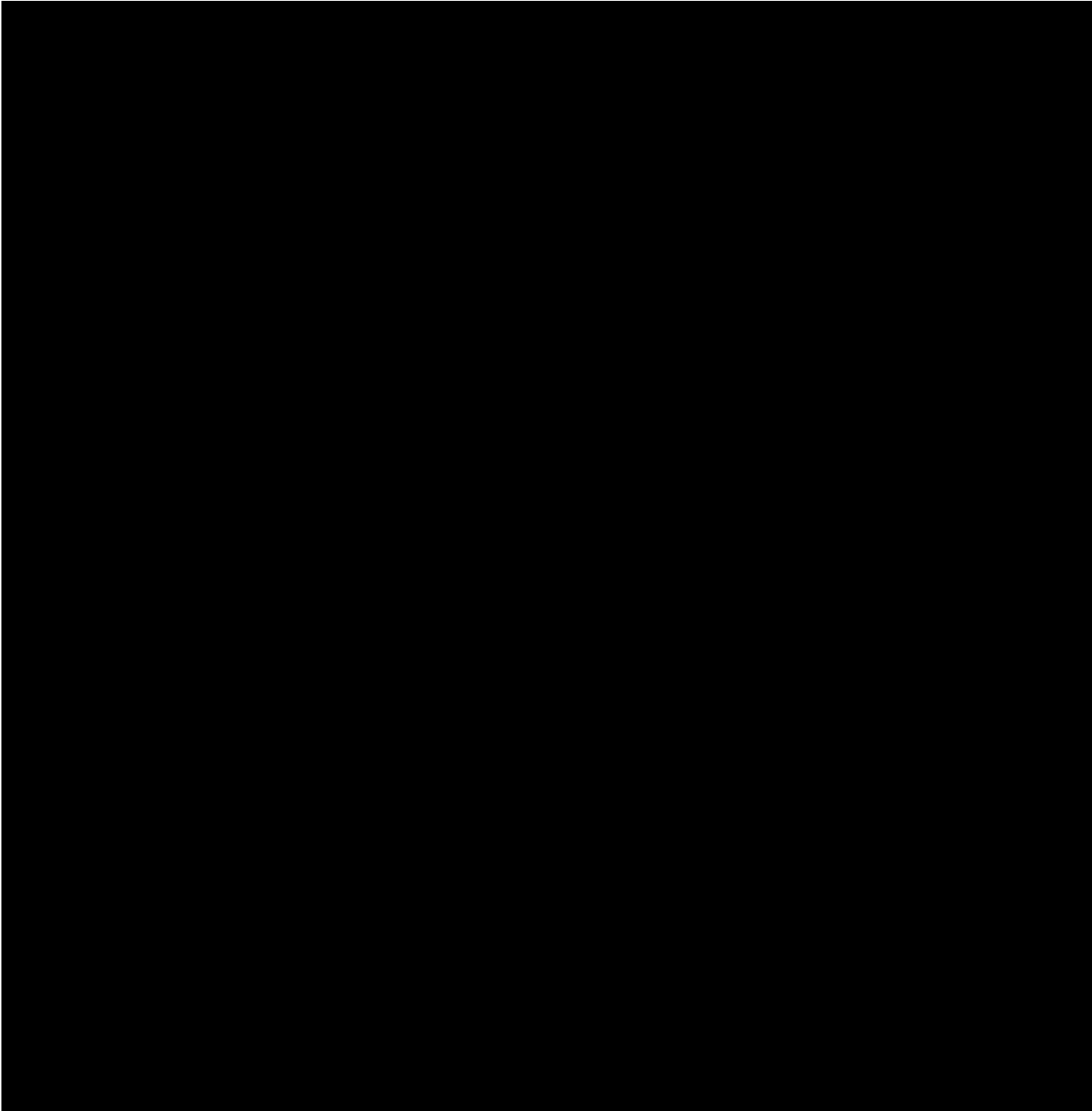


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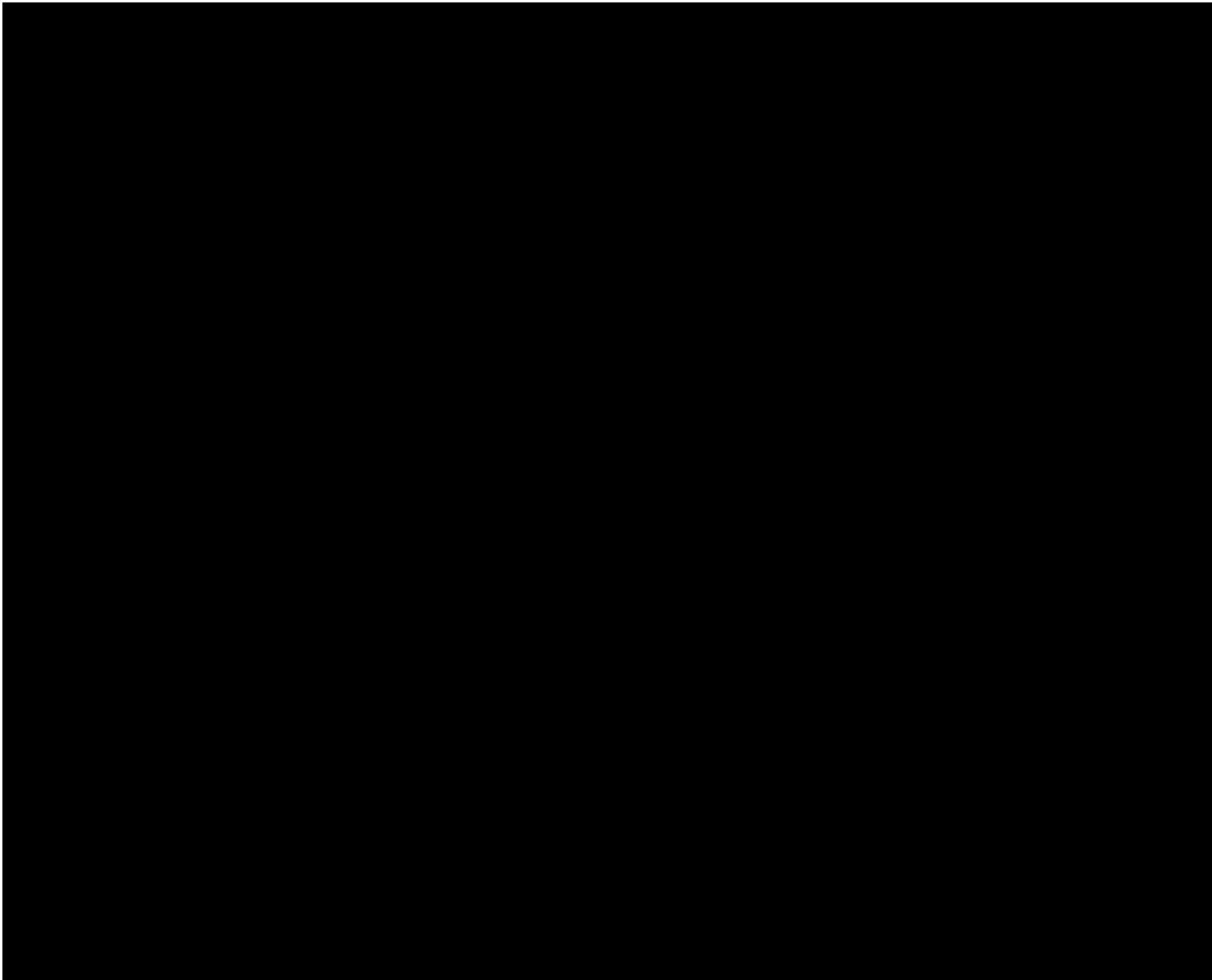
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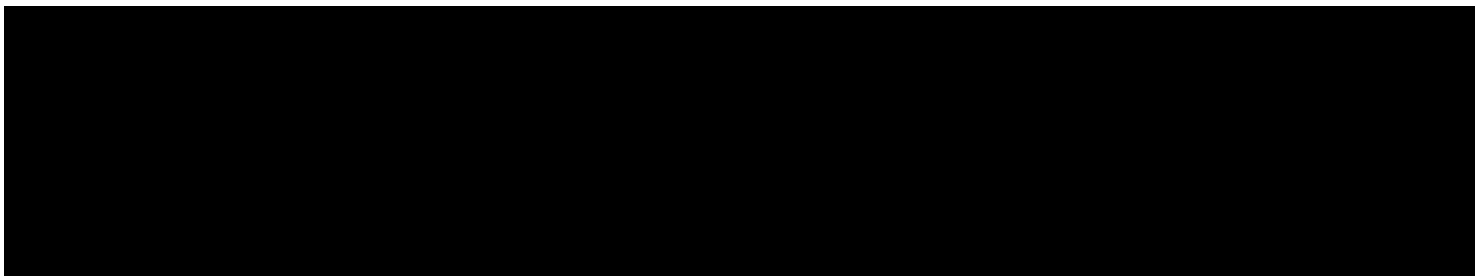
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Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

Royal Mencap Society
28-29 Centurion House
Staffordshire Technology Park
Beaconside
Stafford
ST18 0GB

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

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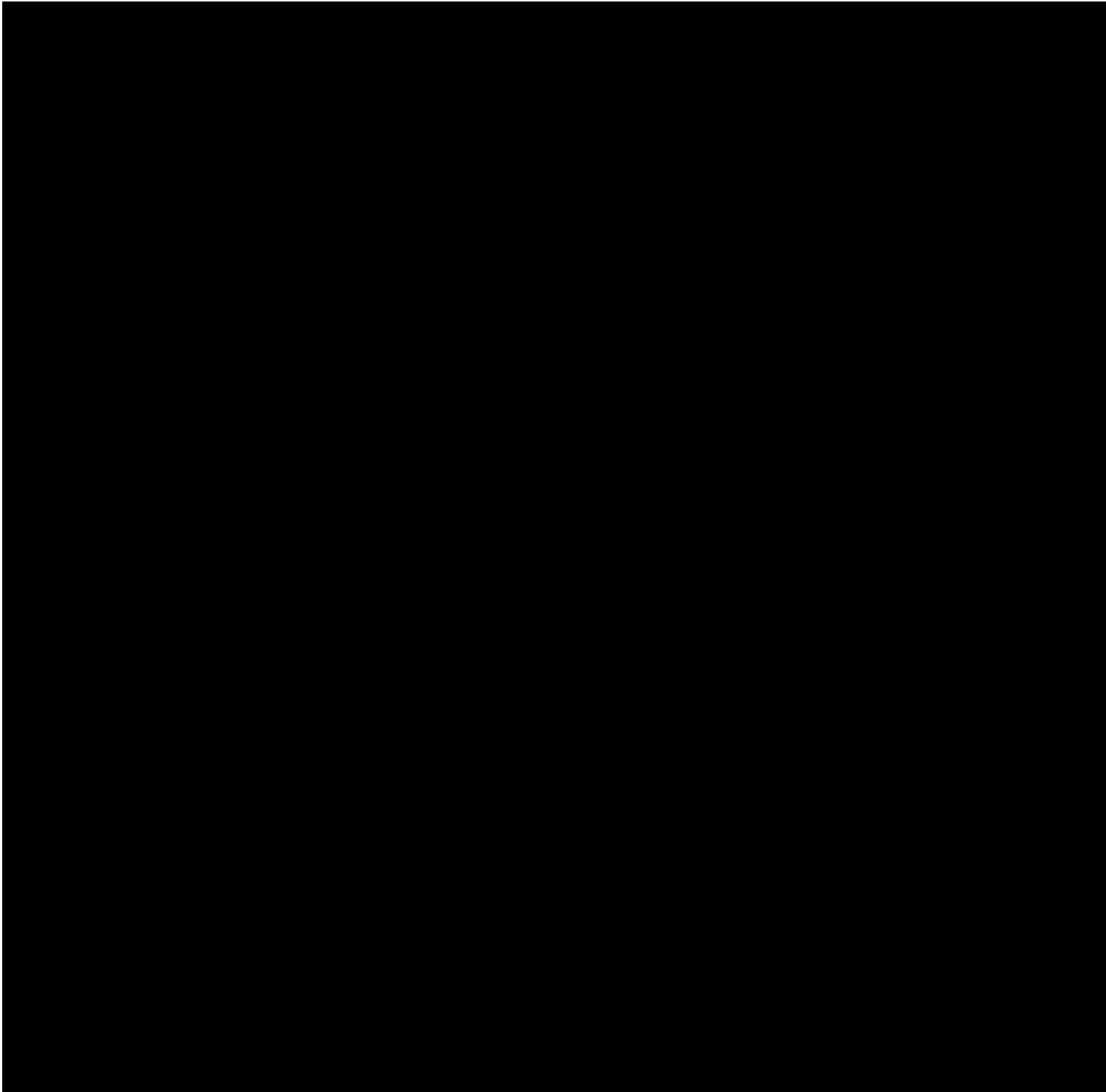
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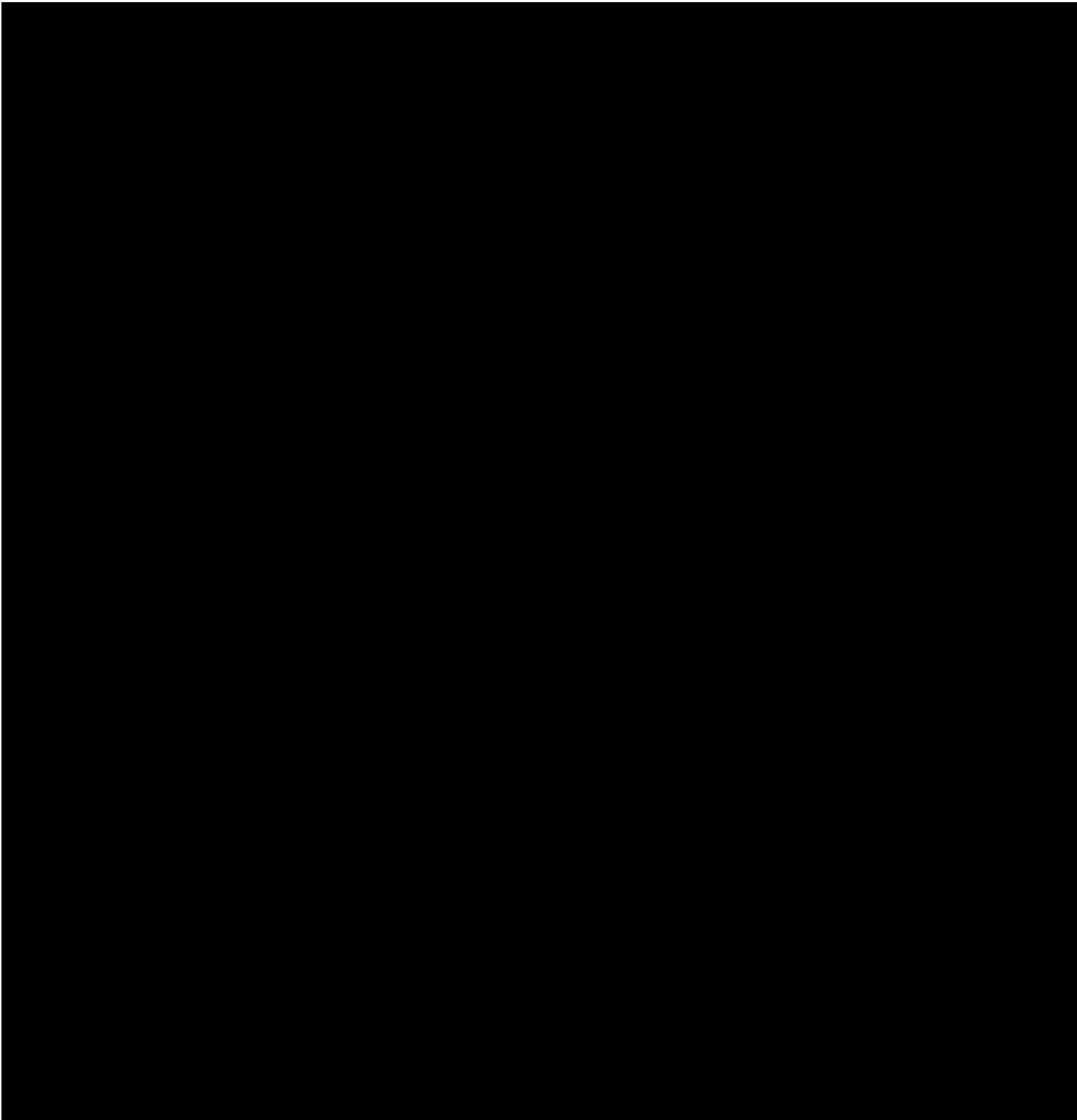


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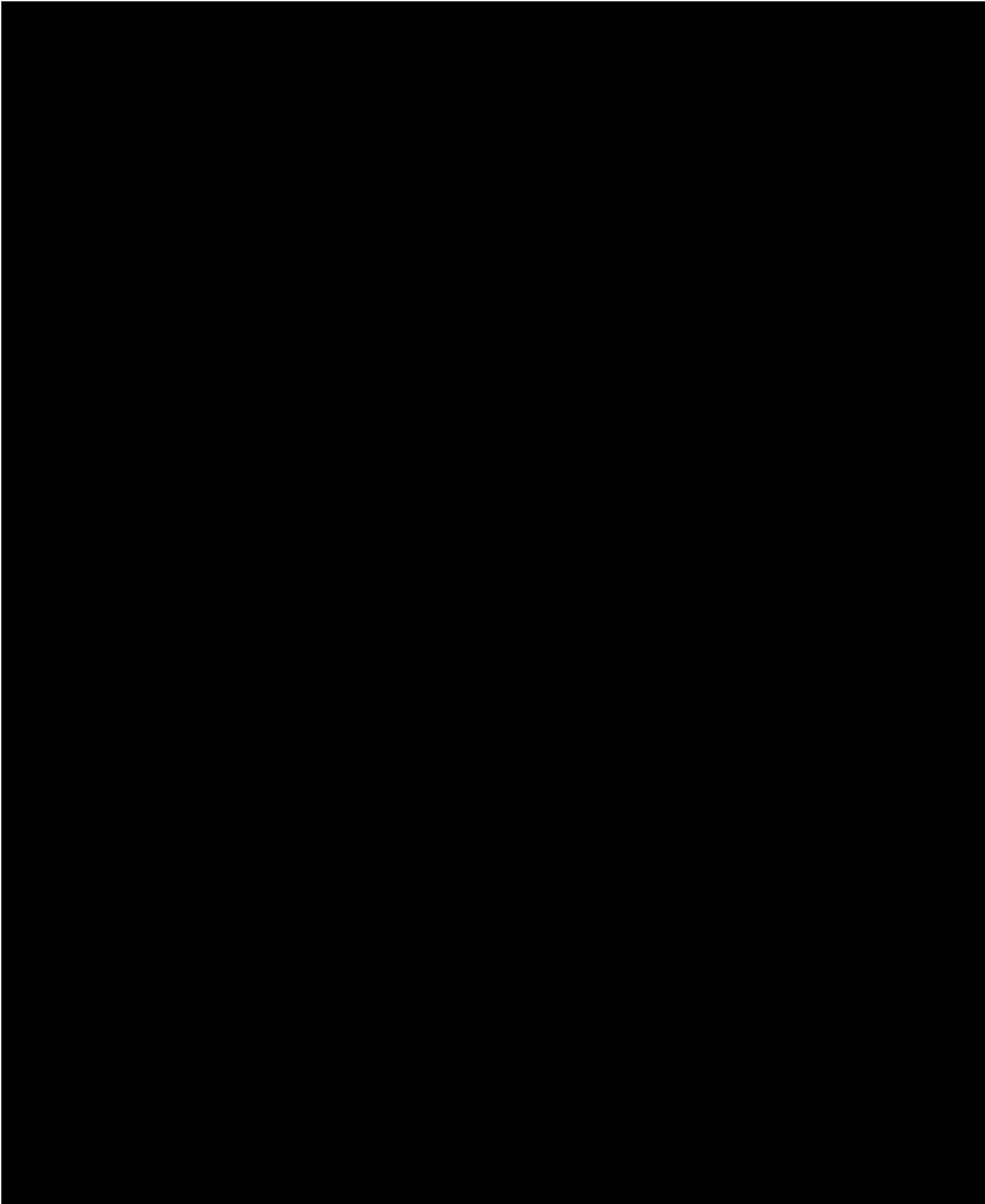
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commercial info



commercial info



personal info

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Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement



personal & commercial info

Sanctuary Group
Chamber Court
Castle Street
Worcester
WR1 3ZQ

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

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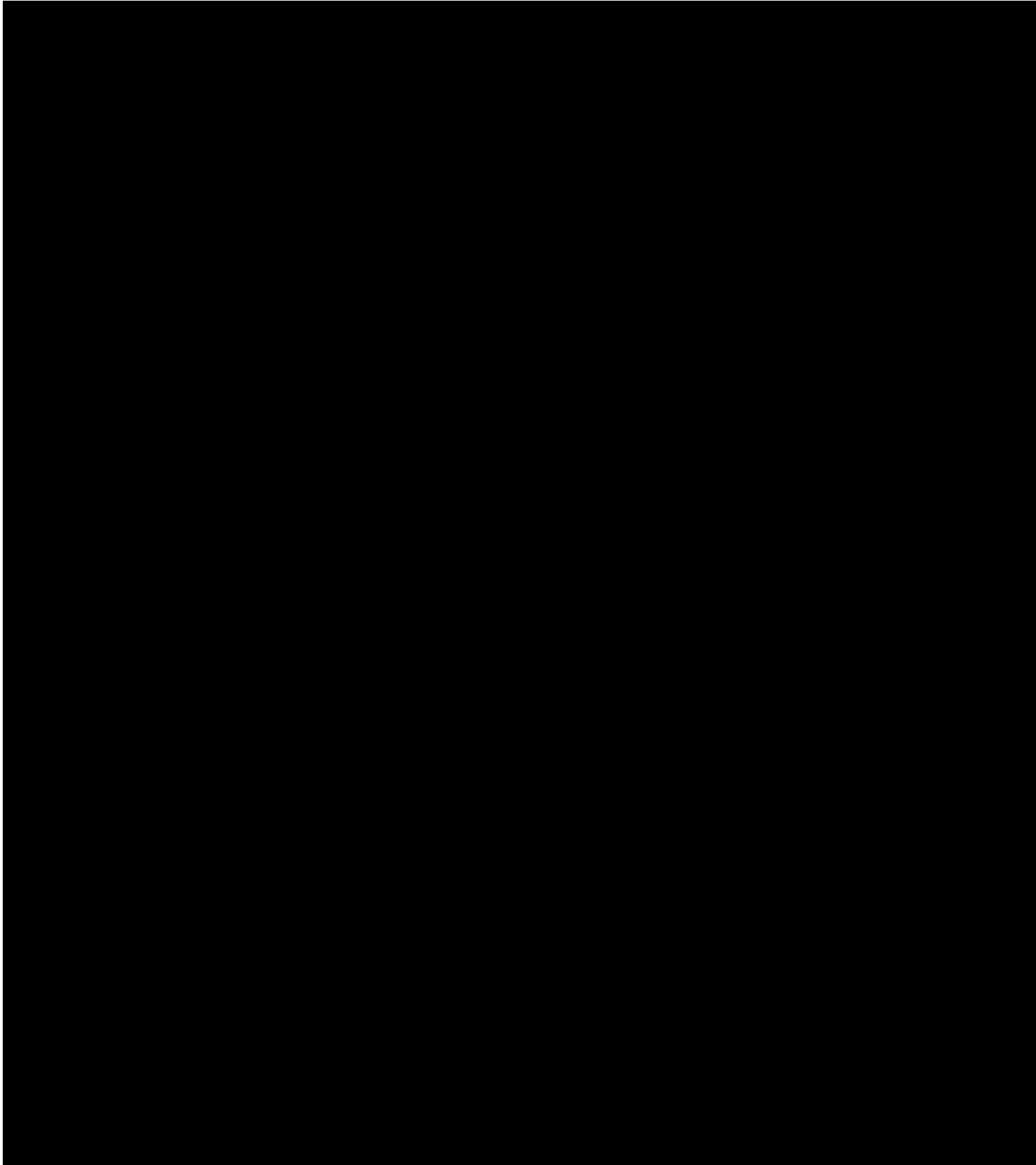
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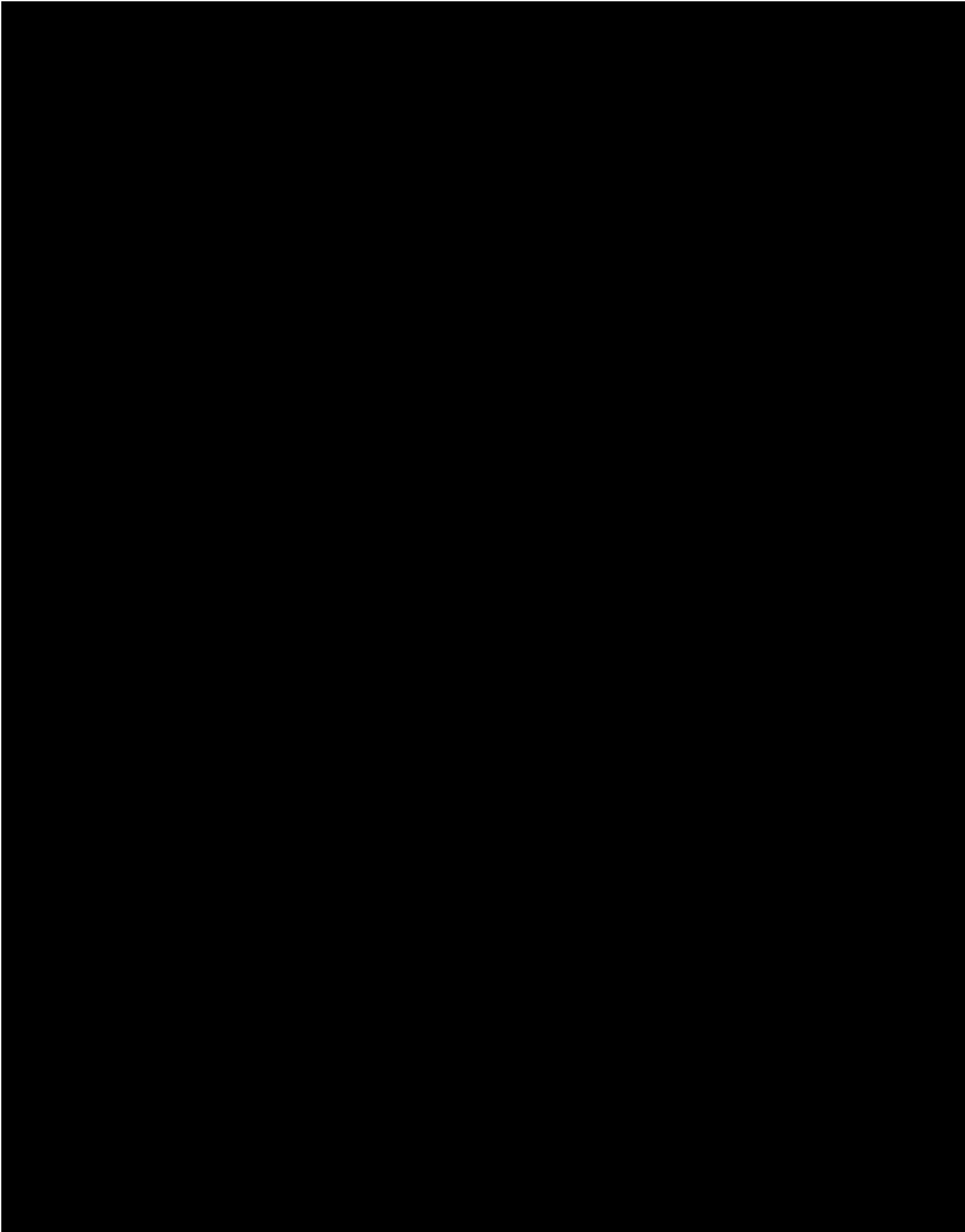


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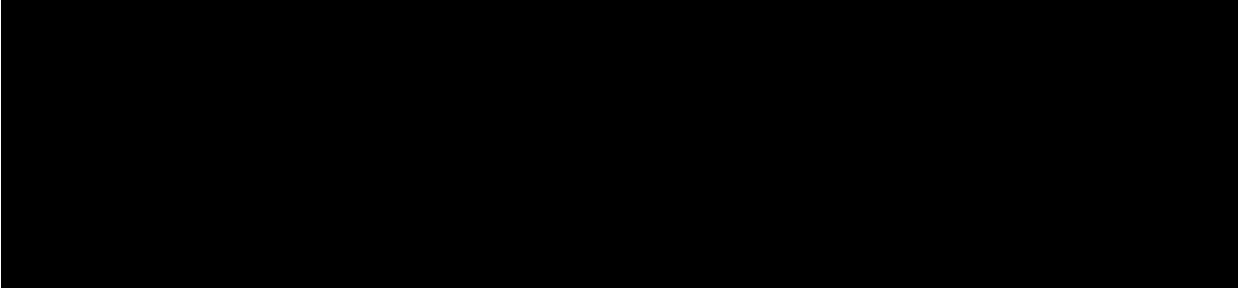


commercial info



personal info

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Head of Service: Efficiency &
Improvement

Contracts Manager, Commissioning
Development and Procurement