

UK-Shrewsbury: Social work services with accommodation.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk
Contact: [REDACTED] - Procurement Manager
Main Address: www.shropshire.gov.uk
NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services-with-accommodation./46H8PGJ597>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/46H8PGJ597> to the abovementioned address

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

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/46H8PGJ597>

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: PMCV 007 - Refuge Services

Reference Number: PMCV 007

II.1.2) Main CPV Code:

85311000 - Social work services with accommodation.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council invites tenders for a contract to provide Refuge and Outreach Support for the Local Authority area of Shropshire Council to run from April 2017 until March 2020 with possible extensions of one year plus a further year.

II.1.5) Estimated total value:

Value excluding VAT: 985,291

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking tenders from organisations who will provide supported accommodation units for victims of domestic abuse and violence and help to access mainstream provision and outreach support for the Local Authority area of Shropshire Council. Outreach support will need to have the flexibility to support a service user wherever they live. It should be designed to ensure once service users have accommodation they are supported to maintain

independent lives.

The number of reported incidents of domestic abuse within Shropshire has increased over the three year period 2013 to 2015. The reports of domestic abuse are not equally distributed across the geography of Shropshire. The total number of domestic abuse reports recorded in Shropshire in 2015 was 3,200 (10.45/1000)

Shropshire Council welcomes consortia or partnership bids to meet the range of skills, areas of expertise and requirements set out in this specification. Bids of this nature must identify a single agency to act as the prime contractor and as the nominated point of contact with the Council.

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

Please note that the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply to this contract and applications should seek their own legal advice of this application.

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: 985,291

Currency: GBP

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

Start: 01/04/2017 / End: 31/03/2020

This contract is subject to renewal: Yes

Description of renewals: There is provision within the contract to extend for a further two 12 month periods.

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 documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

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

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

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

See tender documents

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documents

III.2.2) Contract performance conditions

See tender documents

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

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

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

Date: 13/10/2016 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 13/10/2016

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 3 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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

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

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

accommodation./46H8PGJ597

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/46H8PGJ597>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

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

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@shropshire.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Email: procurement@shropshie.gov.uk

VI.5) Date Of Dispatch Of This Notice: 01/09/2016

Annex A

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

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@Shropshire.gov.uk

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

**PMCV 007 – REFUGE SERVICE
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Tender Response Document
3. Draft Contract (including Service Specification)
4. Refuge Data Collection
5. Safer Shropshire Multi Agency Domestic Abuse Strategy
6. TUPE confidentiality letter

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 13th October 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, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched 1ST September 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 also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council’s Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

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

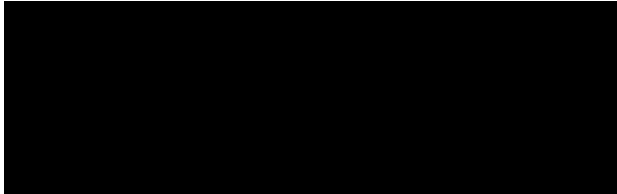
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response

personal info

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

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

Yours faithfully



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

PMCV 007 – REFUGE SERVICE

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council is seeking tenders from organisations who will provide supported accommodation units for victims of domestic abuse and violence and help to access mainstream provision and outreach support for the Local Authority area of Shropshire Council to run from 1st April 2017 until 31st March 2020 with possible extensions of one year plus a further year.

The number of reported incidents of domestic abuse within Shropshire has increased over the three year period 2013 to 2015. The reports of domestic abuse are not equally distributed across the geography of Shropshire. The total number of domestic abuse reports recorded in Shropshire in 2015 was **3,200 (10.45/1000)**

Shropshire Council welcomes consortia or partnership bids to meet the range of skills, areas of expertise and requirements set out in this specification. Bids of this nature must identify a single agency to act as the prime contractor and as the nominated point of contact with the Council.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Transfer of Undertakings	6
7.0	Tender Evaluation	7
8.0	Clarifications	7
9.0	Continuation of the Procurement Process	8
10.0	Confidentiality	8
11.0	Freedom of Information	9

12.0	Disqualification	10
13.0	E-Procurement	11
14.0	Award of Contract	11
14.1	Award Criteria	11
14.2	Award Notice	11
14.3	Transparency of Expenditure	11
15.0	Value of Contract	12
16.0	Acceptance	12
17.0	Payment Terms	12
18.0	Liability of Council	12
19.0	Attendance at Committee	13
20.0	Declaration	13

1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a Refuge Service as detailed in the Tender Response Document. The contract will be for an initial period of **3 years** commencing on the **1st April 2017** with the option to extend for a further two 12 month periods.
- 1.2** Tenders are to be submitted in accordance with the enclosed draft Contract and General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject

to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

pounds sterling and whole new pence.

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 13th October 2016**
- 4.2** No unauthorised alteration or addition should be made to the Specification and

Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

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

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the

Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

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

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **6th October 2016**.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

- 9.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 9.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 9.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.
- 10.0** **Confidentiality**
- 10.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 10.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 10.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 10.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 10.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - 10.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

- 10.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 10.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 10.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 10.5.4 the Tenderer is legally required to make such a disclosure.
- 10.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 **Transparency of Expenditure**

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

11.0 **Freedom of Information**

- 11.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as

to what material is to be considered confidential and why should be given.

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

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

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

12.0 Disqualification

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

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

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

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

12.1.4 The Tenderer :

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

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

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

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

12.2 Any disqualification will be without prejudice to any other civil remedies available to

the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

- 16.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 16.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 16.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2017**.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

- 18.1** The Council does not bind himself to accept the lowest or any tender.
- 18.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 18.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 18.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty,

express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

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

20.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

PMCV 007 – REFUGE SERVICE

Confidentiality Undertaking Regarding TUPE

[Date] 2016

[NAME]

Your ref: *

Our ref: PMCV 007

Dear Procurement Team,

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

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

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

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

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

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

DATED THIS DAY OF

Signature

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

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

Refuge Data Collection

1. Age of Client
2. Gender of client
3. Sexual Orientation
4. Ethnicity
5. Relationship to alleged Perpetrator
6. Number and Age of Children
7. Number of "new clients" (not seen in the service in the previous 12 months)
8. Number of "repeat" clients seen by the service in the last 2-5 years (recorded year by year)
9. Clients date of entry / referral /discharge
10. Why has the victim contacted the refuge service?
11. Have the needs of the victim been met by the refuge service?
12. What element of the service did the client use and which did the client find most helpful?

Safer Shropshire Multi Agency Domestic Abuse Strategy 2015-2017

Contents

Foreword: [REDACTED]	3
Introduction	4
Shropshire Countywide Domestic Abuse Forum	5
Governance and Accountability	6
Vision	7
Definition	8
Executive Summary	9
Key Facts and Figures – National Context	10
Key Facts and Figures – Shropshire Context	11
Key Achievements 2012-2014: Awareness	12
Key Achievements 2012-2014: Programmes	13
Key Messages 2015-2017	14
Action Plan	
Objective 1: Prevention	15
Objective 2: Preparation	16
Objective 3: Provision	17
Objective 4: Protection	18
Objective 5: Partnership	19
Glossary	20
Glossary, continued	21
References	22
Appendix 1: Training Matrix	23
Appendix 2: Training Matrix, Explained	24
Appendix 3: Domestic Abuse Forum Structure	25
Appendix 4: Delivery Plan 2015-2017 - Prevention	26
Appendix 5: Delivery Plan 2015-2017 - Preparation	27
Appendix 6: Delivery Plan 2015-2017 - Provision	28
Appendix 7: Delivery Plan 2015-2017 - Protection	29
Appendix 8: Delivery Plan 2015-2017 - Partnership	30
Map of Shropshire and partner logos	31

Foreword:

Before you read this strategy I want you to think about the following:

- Between 2012 to 2013 it is estimated that around 1.2 million women suffered domestic abuse and over 330,000 women were sexually assaulted (ONS);
- 1 in 4 women experience domestic violence over their lifetimes;
- On average, a woman is assaulted 35 times before her first call to the police;
- Between April 2012 and March 2013 in Shropshire 131 cases were referred to the Multi-Agency Risk Assessment Conferences (MARACs), 29 of these were repeat cases.

This is unacceptable and has to stop.

Domestic abuse can have a devastating, and long term, effect on the lives of victims (male and female), their children and the communities in which they live. It ruins lives, breaks apart families and has an impact across generations. Domestic Abuse is a complex issue and its far-reaching

effects require a co-ordinated and integrated multi-agency response. The purpose of this document is to set out our strategic approach and provide a robust framework from which to make the most effective use of our collective resources.

The Shropshire Countywide Domestic Abuse Forum, part of the Safer Stronger Communities Partnership, has developed the Domestic Abuse Strategy which includes a strong focus on early intervention, protection and support for victims and their families, and changing the behaviour and attitudes of actual and potential perpetrators with the aim of preventing abuse happening in the first place.

I am proud to present Shropshire's Domestic Abuse Strategy 2015-17 on behalf of the partners across the County who work to protect and support those affected by it.

Councillor Karen Calder
Portfolio Holder Public Health
Shropshire Council

Introduction

Tackling Domestic Abuse is a priority for key agencies and organisations across Shropshire.

It is the Shropshire Countywide Domestic Abuse Forum's responsibility to encourage these agencies and organisations to work in partnership in order to create an environment where domestic violence and abuse is not tolerated and to reduce the impact on victims in Shropshire. The Forum will assist in developing and coordinating services to meet the needs of victims, assist in dealing with abusers and in developing interventions which promote awareness, prevent abuse and protect victims and survivors.

Partnership working is essential to developing effective and safe services for victims, it is accepted that no single agency can address this problem in isolation.

The key priority for the Forum is to develop and implement the Shropshire Domestic Abuse Strategy on a three yearly basis, reviewing each Strategy annually. This Strategy links to other key local, regional and national strategies, including the Crime Reduction and Community Safety Strategy, Police & Crime Plan and the Violence Against Women & Girls Action

Plan, as well other organisation's strategies and other guidance and programmes, for example: NICE (National Institute for Health & Care Excellence) guidance on Domestic Violence and Abuse and the expanded National Troubled Families Programme which now includes a specific criteria for victims and perpetrators of domestic abuse.

The purpose of this document is to set out what Shropshire intends to do over the next three years 2015-2017 in order to tackle domestic abuse within our communities.

This means that, as a partnership, we must tackle both the causes and effects. This includes an emphasis on prevention, including education and awareness-raising which would assist in increasing reporting of domestic abuse incidents and assist in changing harmful attitudes which contribute towards domestic abuse within our communities.

This also includes protection and support for victims and their families, and changing the attitudes and behaviour of perpetrators with the aim of preventing abuse happening in the first place and reducing repeat victimisation.

***'No one shall be held in slavery or servitude.'* Declaration Of Human Rights**

Shropshire Countywide Domestic Abuse Forum

The Shropshire Countywide Domestic Abuse Forum consists of a wide range of statutory, non-statutory and voluntary sector agencies and organisations operating across Shropshire, including Shropshire Council (Public Health, Housing, Children Services and Education), West Mercia Police, Probation, Community Rehabilitation Company, specialist domestic abuse service providers, including IDVA (Independent Domestic Violence Advisor) Service, outreach and refuge, Victim Support and Healthcare professionals.

All members of the Forum recognise:

- That domestic abuse is unacceptable in our community. All individuals whatever their age have the right to live their lives free from abuse and violence and the threat of abuse and violence.
- That domestic abuse happens regardless of age, race, sexual orientation, gender identity, disability, class, HIV status, nationality, and marital status, religious or political beliefs. However, these factors mean that victim/survivors may face a multiplicity of discrimination.
- That while the majority of victims/survivors are woman, men can also experience domestic abuse and services should therefore be appropriate to a range of needs.
- That a whole range of behaviours can constitute abuse, including physical, psychological, sexual, financial and emotional abuse.
- That children also experience abuse directly, or as witnesses, and therefore abuse in the home must be specifically addressed within responses around child

protection, and children's needs must be addressed within responses around domestic abuse.

- That all services should be offered in a non-judgemental manner and aim to maximise choices.
- That mutual respect, trust, professionalism and a desire for sensitive and appropriate service delivery are essential to a multi-agency approach.
- That members of the Forum are accountable to their respective organisation/group.
- That confidentiality is of paramount importance to ensure safety.
- That effective multi-agency consultation on policy and practice has a vital role in service delivery, and agencies represented on the Forum will give a high priority to such consultation.
- That the Forum has sub-groups, which meet regularly throughout the year (DA Training Strategy, Task & Finish for DA Strategy, White Ribbon Group). Other sub-groups may be established by the Forum in order to progress specific areas of the Forum's work. Subgroups will meet as appropriate and report back to Forum meetings.

A full definition of Domestic Violence and Abuse can be found on the Freedom Shropshire Website - www.freedomshropshire.org.uk and [The Home Office Website](http://www.homeoffice.gov.uk).

Governance and Accountability

The Shropshire Countywide Domestic Abuse Forum meets quarterly and has been established to deliver the objectives contained within the Shropshire Domestic Abuse Strategy and the Crime Reduction, Community Safety and Drug and Alcohol Strategy. The focus of the strategies is to build on and compliment the existing inter-agency response to dealing with domestic abuse to develop multi-agency training and awareness of domestic violence and to respond swiftly and effectively to those at greatest risk from domestic violence.

The Shropshire Countywide Domestic Abuse Forum is accountable to the Safer Stronger Communities Partnership Board. The Safer Stronger Communities Partnership is the Community Safety Partnership (CSP) in Shropshire. Community Safety Partnerships, formerly Crime and Disorder Partnerships (CDRPS) were established under the Crime and Disorder Act 1988. Section 17 imposes a duty on local authorities and the Police to: 'without prejudice to any other obligation imposed upon it – exercise its function with due regard to the need to do all it reasonably can to prevent crime and disorder in its area.'

The Community Safety Partnership's targets in terms of reducing crime, Anti-Social Behaviour, fear of crime and substance misuse are set out in the Community Safety Partnership Plans drawn up under the terms of the legislation and guidance.

The Shropshire Countywide Domestic Abuse Forum Structure is provided in Appendix 3 and the Terms of Reference, Minutes of meetings and other useful information about the Forum and events can be found on the [Freedom Shropshire Website](#).

"Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality."

'All human beings are born free and equal in dignity and rights.' Declaration Of Human Rights

Vision

Where there is no vision, the people perish... Proverbs 29 v 18

The strategy's vision focuses on meeting the needs of all victims who experience abuse through the development of more equitable, accessible and effective services; and on working towards the development of a community in which domestic violence and abuse is unacceptable and will not be tolerated. The ultimate goal is to put in place all practicable measures towards the elimination of domestic violence and abuse.

The strategy is provided on behalf of the Shropshire Countywide Domestic Abuse Forum (SCDAF) in consultation with the local domestic abuse forums, MARAC (Multi Agency Risk Assessment Conference) members and a number of domestic abuse survivors from Shropshire.

The strategy sets out the commitment of all the partner agencies to adopt a consistent and long-term approach to the prevention of domestic violence and an effective response where it occurs.

'Everyone is entitled to all the rights and freedoms set forth in this Declaration.' Declaration Of Human Rights

Overall Aims

The overall aims of the strategy are:

- To improve services and support for all victims of domestic violence and abuse.
- To develop and deliver a high quality, coordinated multi-agency response to domestic violence and abuse.
- To further increase and develop awareness generally about domestic violence and abuse and the measures in place to help the victims.
- To educate children and young people and the wider general public that domestic violence and abuse is wrong and is unacceptable and to enable them to make informed choices.
- To hold perpetrators/abusers accountable and provide effective interventions for their behaviour.

'Everyone has the right to life, liberty and security of person.' Declaration Of Human Rights

Definition

What is domestic abuse?

Domestic Abuse can involve a range of behaviours, which are abusive and which would not necessarily be classed as violent.

The new definition of domestic violence and abuse as defined by the Government from 1st April 2013 is:

'Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality.'

This violence or abuse can be:

- Psychological
- Physical
- Sexual
- Financial
- Emotional

Controlling behaviour is a range of acts designed to make a person subordinate and or dependent by isolating them from

resources or support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

Coercive behaviour is an act of or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish or frighten their victim.

This definition, which is not a legal definition, includes so called 'honour' based violence, female genital mutilation (FGM) and forced marriage.

Both men and women can be victims of domestic violence; however women are more likely to experience repeated and severe forms of violence.

Domestic violence is quite common, affecting one in four women during their lifetime.

Domestic violence takes place in all types of relationships, including lesbian, gay, bisexual and transgender relationships. It can also involve other family members, including children.

Executive Summary

Domestic Abuse – Overview Shropshire

Since the austerity measures were introduced by the Coalition Government the Public Sector has seen a reduction in resources - both staffing and funding - which has had an impact on how services are delivered. Crime Reduction and Community Safety projects and initiatives have not been immune from the cuts and this has affected areas such as domestic abuse.

In the latest figures from 2012 to 2013 published by the Office of National Statistics it is estimated that around 1.2 million women suffered domestic abuse and over 330,000 women were sexually assaulted. The Government has identified domestic abuse as a priority and launched initiatives such as 'Clare's Law' and Domestic Violence Protection Orders aimed at raising awareness of domestic abuse, and the impact it has on the lives of individuals and families.

But the recession has combined with strains that are contributing factors to domestic abuse, and a shrinking of the services available to those experiencing domestic abuse. This has included cuts to police and the criminal justice system, cuts to charities working on domestic abuse that are funded by local government and wider cuts that contribute to the reduction in provisions for those affected by domestic abuse, predominantly women and children.

Against the backdrop of reducing services and resources Shropshire, agencies are still working to provide support and help.

Multi Agency Risk Assessment Conferences (MARAC) continue to offer help and support to victims suffering domestic abuse; Independent Domestic Violence Advisors offer help and support to victims and their families; the Refuges in the North and South of the County still help victims fleeing their homes and abusive relationships; Sanctuary Scheme which undertakes 'target hardening' on properties of victims to ensure that they can remain in their homes and remain safe. Other agencies continue to work in partnership to help those in abusive relationships.

***'No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.'* Declaration Of Human Rights**

Key Facts and Figures – National Context

Domestic abuse affects all communities regardless of gender, age, race, religion, sexual orientation, ability, social or economic position.

In 2012/13, there were over 2 million adults who experienced domestic abuse, that was 1.2 million female and 700,000 male victims of domestic abuse in England and Wales. Data from the Crime Survey for England and Wales suggests that 30 per cent of women and 16.3 per cent of men in England and Wales will experience domestic violence in their lifetime.

The National and International context of domestic violence and abuse reveals some harrowing facts and figures, in particular for woman and yet research also shows that domestic violence continues to be chronically underreported to service providers:

- 1 in 4 women experience domestic violence over their lifetimes and between 6-10% of women suffer domestic violence in a given year (Council of Europe, 2002)
- 45% of UK women have experienced some form of domestic violence, sexual assault or stalking.
- Several global surveys suggest that half of all women who die from homicide are killed by their current or former husbands or partners.
- Domestic violence in the UK is estimated to cost victims, services and the state a total of around £23 billion a year.
- Women aged 15-44 are more at risk from rape and domestic violence than from cancer, motor accidents, war and malaria, according to World Bank data.

- Around 85% of forced marriage victims are women in the UK.
- 2 women are killed every week in England and Wales by a current or former partner (Homicide e Statistics, 1998)
- Every minute police in the UK receive a domestic assistance call – yet only 35% of domestic violence incidents are reported to the police (Stanko, 2000 & Home Office, 2002)

Although, both men and women, whether in a same-sex or heterosexual relationships, experience domestic abuse, the research clearly shows that women are more likely to experience physical injury and serious injury.

However, the research shows that 94% of abuse victims find the mental cruelty more painful to endure than physical violence (White Ribbon campaign UK). The White Ribbon campaign in the UK have made it their mission to raise awareness of psychological abuse and the symptoms often shown by victims.

These may include:

- Becoming withdrawn, depressed or anxious.
- Suffering a drop in self-esteem.
- Regularly checking in with their partner to report their whereabouts and what they are doing.
- Receiving harassing phone calls from their partner.
- Talking about their partner's temper, jealousy or possessiveness.

Key Facts and Figures – Shropshire Context

One in every four women will experience domestic violence in her lifetime

Based on the fact that one in four women are likely to experience domestic violence and with a population figure of 121,900 for women over 16, in Shropshire, some 30,475 women will experience domestic violence during their lifetime. ('Review of Domestic Violence Provision in Shropshire 2009').

"Annually over 12,000 women will have experienced some form of physical and/ or psychological abuse..." (The Shropshire Domestic Violence Strategy 2006-2009)

National research estimates that domestic violence costs place a per capita 'tax' of some £143.00 per head of population, based on costs in 2005. In Shropshire this equates to £43.8 million total population cost. (Population figure of 306,100 – Census 2011)

By using national research and local population data it is possible to estimate some of the costs of domestic violence within the local authority, for example:

If only 25% (588) of the victims in Shropshire in 2008–2009 made 3 visits to their GP because of injuries arising from domestic violence, it would cost the health service some £59,388.00

If only 15% (352) of all the victims in Shropshire in 2008-2009 experienced a common assault as a result of domestic

violence the costs for the agencies involved will be £75,680.00.

If only 2% (47) of all the victims in Shropshire in 2008-2009 were wounded as a result of domestic violence the costs to the Police, CPS, Courts, Probation Service, Prisons and Criminal Injuries Compensation is in the region of £113,834.00

The long term effects of domestic abuse; the emotional, mental and psychological impact for victims and their families are more difficult to measure.

Key Achievements 2012-2014: Awareness

Campaigns and Events

The Shropshire Countywide Domestic Abuse Forum participated in local and national campaigns throughout the last three years, supporting in particular campaigns from the national charities: Refuge and Women's Aid and the Home Office campaign; 'This is abuse' to tackle teenage domestic abuse. The Forum has increased support annually for the White Ribbon campaign, encouraging the people of Shropshire to pledge their support, providing ribbons to all and in 2014 promoting the enrolment of male White Ribbon ambassadors. The campaign is about men standing up against violence against women.

Key partners from the Shropshire Countywide Domestic Abuse Forum provided Annual Networking Events which both promoted domestic abuse services and raised awareness of domestic abuse. These events were as follows:

November 2012 – White Ribbon Networking Event –South Shropshire Forums

September 2013 – SEEDS Shropshire Launch Event

November 2013 – Refuge, South Shropshire Domestic Violence Services & West Mercia Women's Aid – The Hidden Crime Conference.

November 2014 – Safeguarding Conference-SSCB
Compromised Parenting Conference

Survivor Forum – SEEDS Shropshire

The development of a Survivor Forum in Shropshire in June 2012 has proved significant in raising awareness and improving domestic abuse training. As partners agree, hearing from the victim transforms their understanding of the issues and has given professionals a deeper knowledge in informing their practice. It was the Central Shropshire Domestic Abuse Forum which assisted primarily in creating SEEDS Shropshire, providing resources, staffing and funding.

SEEDS Shropshire which stands for Survivors Empowering and Educating Domestic Abuse Services is a means by which survivors have their voices heard by those planning and providing domestic abuse services. The overall aim is to improve services by learning from survivors experiences. SEEDS members are involved in training, raising awareness, giving presentations, participating in consultation events and conducting research amongst survivors.

Helping to improve services for men, women and children affected by Domestic Abuse & Violence across Shropshire.

Key Achievements 2012-2014: Programmes

Programmes across Shropshire

Agencies and organisations working across Shropshire have continued to work in partnership to enable women to understand the impact domestic abuse may have had on them, and their children, and support families to make positive changes in their lives.

The Freedom Programme has been delivered for many years in Shropshire by different partners and in the last three years, support for victims has increased with the introduction to the county of three further programmes:

Power to Change – this programme aims to help victims & survivors understand the impact the abuse has had on their confidence and self-esteem. It helps them consider healthy boundaries and begin to deal with the emotional impact of domestic abuse. Participants will end the programme being able to practise assertiveness skills and be able to process positively feelings of guilt, fear and anger.

Parenting through Domestic Abuse - this programme helps survivors to recognise how children may have been affected by domestic abuse and how to support their children to cope with their experiences. Participants will end the programme with strategies in place for rebuilding or reinforcing a healthy relationship with their children.

Recovery Toolkit – this programme is offered to survivors of domestic abuse once they are ready to move forward with their lives. The programme recognises that survivors say the

hardest part of recovery is to deal with the psychological distress caused by the abuse. Participants are encouraged to recognise how they have coped with this distress and learn to improve their psychological wellbeing by developing positive lifestyle coping strategies, set positive and healthy boundaries and rebuild self-esteem and confidence.

We all need a helping hand

Key Messages 2015-2017

- **Domestic Abuse is unacceptable and will not be tolerated.**
- The Strategy focuses on meeting the needs of **ALL** victims of domestic abuse.
- The ultimate goal is to put in place all practical measures towards the **elimination of domestic violence and abuse.**
- The Strategy sets out the commitment of all the partner agencies to adopt a **consistent and long term approach to the prevention of domestic violence and an effective response when it occurs.**

The Aims of the Strategy:

- **Improve services and support** for all victims of domestic abuse.
- Develop and deliver a **high quality, coordinated response** to domestic abuse.
- **Increase awareness** generally about domestic violence and abuse and measures in place to help victims.
- **Educate children and young people** and wider general public that domestic violence and **abuse is unacceptable.**
- **Hold abusers accountable** and **provide effective interventions** for their behaviour.

Tackling Domestic Abuse is a priority for key agencies and organisations across Shropshire

The Action Plan:

- *Agencies and organisations will work proactively in partnership across Shropshire to stop domestic abuse happening in the first place, and where the abuse has occurred, to prevent the abuse from escalating in order to reduce harm and repeat victimisation.*
- *The Shropshire County Wide Domestic Abuse Forum recognises the importance of the role of training in working towards the elimination of domestic abuse.*
- *Effective management of resources across all agencies and organisations is critical to ensure the safety, protection and wellbeing of all victims and children whatever the risk identified.*
- *The Shropshire Countywide Domestic Abuse Forum will support key partners in driving forward a holistic plan to work with perpetrators to reduce risk and prevent domestic abuse recurring.*
- *Domestic Violence and abuse is a complex social problem requiring a partnership response to both the causes and effects.*

Action Plan: Prevention

Objective 1 : Improve Prevention

This means working proactively in partnership across Shropshire to stop domestic abuse happening in the first place, and where abuse has occurred, to prevent the abuse from escalating in order to reduce the harm and repeat victimisation.

This will be achieved by raising awareness of domestic abuse across Shropshire. One of the key campaigns for partners in Shropshire has been the White Ribbon campaign which encourages people across the county to make the following pledge:



'I pledge never to commit, condone, or remain silent about men's violence against women in all its forms.'

In addition, over the last three years, the Shropshire Countywide Domestic Abuse Forum has provided the Freedom Shropshire website which has been designed to enable people who live, and work, in Shropshire to access relevant and up to date information on domestic abuse.

The Forum will continue to support and develop this website and promote international, national, regional and local events and campaigns in order to raise awareness of domestic abuse.

What we will do

- We will develop an effective and targeted communication plan.
- We will review the available resources, including leaflets and posters and develop information and publicity materials for Multi Agency Risk Assessment Conference (MARAC), Specialist Domestic Violence Court (SDVC).
- We will make arrangements for the distribution, and display of relevant and up to date information in public buildings and other suitable venues.
- We will facilitate Annual Networking Events which both promote domestic abuse services in Shropshire and raise awareness of domestic abuse particularly among young people.
- We will produce monthly newsletters and provide regular weekly news updates on the Freedom Shropshire website in order to keep professionals, and members of the public, fully informed of any developments or initiatives to tackle domestic abuse.
- We will raise awareness across Shropshire by utilising materials and publicity from national campaigns, and work in partnership with specific campaigns and programmes.

Action Plan: Preparation

Objective 2 : Increase Education

The Shropshire Countywide Domestic Abuse Forum recognises the importance of the role of training in working towards the elimination of domestic abuse.

In Shropshire, the multi-agency domestic abuse training, including both the basic awareness day and the course relating to the impact on children, has been delivered annually by Joint Training and Shropshire Safeguarding Children Board (SSCB) respectively.

In addition, a basic awareness E-learning course has been made available through the SSCB. It is this training that the Forum will seek to encourage partners to utilise amongst staff in agencies and organisations across Shropshire.

These courses will continue to be provided and these, and any subsequent courses, will be reviewed continually by the Shropshire Countywide Domestic Abuse Forum, to ensure they are up to date and relevant. (The training matrix is at appendix 1).

There are different types of domestic abuse, including emotional, psychological, physical, sexual and financial abuse. The Shropshire Countywide Domestic Abuse Forum will seek to educate professionals, in all forms of domestic violence and abuse, including FGM, Honour Based Violence, Forced Marriage and Stalking.

What we will do

- We will commission the delivery of the 2 Day Freedom Programme for Professionals Domestic Abuse Multi Agency Training and review training needs in line with the Domestic Abuse Training Strategy.
- We will encourage partners to provide basic domestic abuse awareness training for all staff and, if possible, to make it mandatory.
- We will develop a stand-alone MARAC Training course for professionals across Shropshire and equip services with an increased knowledge and understanding of domestic abuse risk assessments, encouraging professionals to use the DASH (Domestic Abuse Stalking and Harassment) Domestic Abuse Risk Indicator Checklist.
- We will support and develop training on domestic violence and abuse for health and social care professionals.
- We will encourage and support the development of corporate strategies in order to support employees who experience domestic abuse.
- We will work to change social attitudes and beliefs which have a negative impact in communities, and promote programmes and projects that aim to develop healthy relationships.

Action Plan: Provision

Objective 3 : Improve Health and Wellbeing of Survivors

Effective management of resources across all agencies and organisations is critical to ensure the safety, protection and wellbeing of all victims and children whatever the level of risk identified. This means not only organising resources so that partners effectively ensure victims' safety and protection, but also by providing the right level of specialist support services for victims which are accessible, effective and resourced at the appropriate levels.

It is well documented that victims are not always aware that they are in abusive relationships and the research shows that women experience as many as 35 assaults before they will call the Police. By working together, partners will seek to increase the reporting of domestic violence and abuse in order that victims and families have access to appropriate services at the earliest opportunity.

Often victims don't know they are being abused.

What we will do

- We will coordinate the Quality Assurance of programmes delivered by partners in Shropshire.
- We will seek funds for both dedicated domestic abuse outreach services and a specialist domestic abuse counselling service for all victims in Shropshire.
- We will review the evidence and investigate the need for support for parents who are abused by their children.
- We will work with partners in order to retain specialist domestic violence accommodation, and continue to monitor and support the development of the IDVA Service, particularly in both the Hospital and the Courts, as well as continuing support at MARAC.
- We will review services and agency responses to young people experiencing domestic abuse and find ways to offer appropriate and accessible support.
- We will encourage partners to routinely make enquires with the families that engage their services about whether they are experiencing domestic abuse.
- We will provide the appropriate specialist support for DA victims who are affected by substance misuse and or mental health issues.
- We will undertake analysis of data on male victims of domestic abuse and we will review support for diverse and minority groups, including LGBT, ethnic groups and older people, in particular at MARAC and develop DV services for these groups as appropriate.

Action Plan: Protection

Objective 4 : Working with perpetrators

In the Domestic Abuse Strategy 2012-2014, partners agreed to consider the development of a Voluntary Perpetrator Programme in Shropshire. The agreed action was:

'To undertake a feasibility study for a voluntary perpetrator's programme in Shropshire, the findings of which will be presented to the County Forum.'

The study found that there was a gap in the service for non-convicted perpetrators of domestic abuse. Since November 2013, partners in Shropshire, and across West Mercia have been working together to provide a suitable Voluntary Perpetrator Programme.

The Shropshire Countywide Domestic Abuse Forum will support key partners in driving forward a holistic plan to work with perpetrators to reduce the risk and prevent domestic abuse from recurring.

What we will do

- We will continue to explore the development of evidence based perpetrator programmes for adult male non-convicted perpetrators and seek funding to deliver a programme across Shropshire and the West Mercia region.
- We will develop holistic interventions for perpetrators of domestic abuse, reviewing the provision for all their needs.
- We will further explore the development of evidence based perpetrator programmes or other appropriate interventions for young people, female perpetrators and perpetrators in same-sex relationships.
- We will work together to take further action to stop known and serial domestic violence perpetrators from re-offending by reviewing, monitoring and improving frontline responses and gathering information from partners.
- We will increase our knowledge and understanding of domestic abuse by reviewing current research and case studies in order to provide accurate responses to the cause of the problem of domestic abuse, utilising data for example from the [Domestic Abuse Research Group](#).

Action Plan: Partnership

Objective 5 : Improve Partnership working

Domestic Violence and abuse is a complex social problem and harms not only local communities but also the rest of society. The damage caused by domestic abuse to victims, children, other family members, friends, neighbours and the wider community are the responsibility of all agencies with a role to play in the areas of health, social care and crime.

Domestic Abuse damages families and the development and education of our children; it affects businesses and employers and increases the demand for housing. Over the years, research has shown that partnership working is the only way to reduce domestic abuse. There has been significant progress made in tackling domestic violence in recent years, particularly through partnership efforts such as the specialist courts and the Multi Agency Risk Assessment Conferences (MARAC). Co-ordinated Action Against Domestic Abuse (CAADA) has stated:

'At the heart of a MARAC is the working assumption that no single agency or individual can see the complete picture of the life of a victim, but all may have insights that are crucial to their safety'.

What we will do

- We will support local forums in raising awareness locally and providing relevant and up to date information for professionals across Shropshire.
- We will refresh partners' and Magistrates' awareness of the SDVC protocols and seek to work with the Crime Prosecution Service (CPS) and courts to improve justice outcome for victims.
- We will continue to respond to lessons learnt from Domestic Homicide Reviews (DHR) across the country, reviewing cases and sharing this information.
- We will work with SEEDS Shropshire to gain wider engagement from survivors in hearing their views and perspectives in responding to domestic abuse.
- We will monitor the MARAC and work on developments highlighted in Self Assessments.
- We will continue to develop a Coordinated Community Response to domestic abuse as outlined in the Model: www.ccrm.org.uk

Glossary

CAADA - Co-ordinated Action Against Domestic Abuse

CAADA is a national charity supporting a strong multi-agency response to domestic abuse. Its work focuses on saving lives and public money. CAADA provides practical help to support professionals and organisations working with domestic abuse victims. The aim is to protect the highest risk victims and their children – those at risk of murder or serious harm.

Clare's Law – the Domestic Violence Disclosure Scheme

This scheme is designed to provide victims with information that may protect them from an abusive situation before it ends in tragedy. The scheme allows the police to disclose information about a partner's previous history of domestic violence or violent acts. The Domestic Violence Disclosure Scheme is named after Clare Wood who was brutally murdered in 2009 by her former partner George Appleton, who had a record of violence against women.

Coercive control

This is a term and concept developed by Evan Stark which seeks to explain the range of tactics used by perpetrators and the impact of those on victims. It highlights the on-going nature of the behaviour and the extent to which the actions of the perpetrator control the victim through isolation, intimidation, degradation and micro-regulation of everyday life. Crucially it sets out such abuse can be psychological as well as physical. Coercive control is explicitly covered by the definition of domestic abuse.

DASH – Domestic Abuse, Stalking and Harassment

DASH is a risk identification, assessment and management model adopted by UK police forces and partner agencies in 2009. The aim of the DASH assessment is to help front-line practitioners identify high risk cases of domestic abuse, stalking and so-called honour-based violence.

DHR -Domestic Homicide Review

Local areas are expected to undertake a multi-agency review following a domestic homicide. The process aims to assist all those involved, to identify the lessons that can be learned from homicides where a person is killed as a result of domestic violence, with a view to preventing future homicides and violence.

DVPO – Domestic Violence Protection Order

Domestic violence protection orders are a new power that fills a gap in providing protection to victims by enabling the police and magistrates to put in place protection in the immediate aftermath of a domestic violence incident. With DVPOs, a perpetrator can be banned with immediate effect from returning to a residence and from having contact with the victim for up to 28 days, allowing the victim time to consider their options and get the support they need.

FGM –Female Genital Mutilation

Female genital mutilation (sometimes referred to as female circumcision) refers to procedures that intentionally alter or cause injury to the female genital organs for non-medical reasons. The practice is illegal in the UK.

Glossary, continued

Forced Marriage

Forced marriage is when you face physical pressure to marry (eg threats, physical violence or sexual violence) or emotional and psychological pressure (eg if you're made to feel like you're bringing shame on your family). Forced marriage is illegal in England and Wales.

Honour based violence

Honour based violence is a violent crime or incident which may have been committed to protect or defend the honour of the family or community. It is often linked to family members or acquaintances who mistakenly believe someone has brought shame to their family or community by doing something that is not in keeping with the traditional beliefs of their culture.

IDVA – Independent Domestic Violence Advisor

Independent domestic violence advisers or advocates (IDVAs) are trained specialists who provide a service to victims at high risk of harm from intimate partners, ex-partners or family members, with the aim of securing their safety and the safety of their children. Serving as a victim's primary point of contact, IDVAs normally work with their clients from the point of crisis, to assess the level of risk, discuss the range of suitable options and develop safety plans.

MARAC - Multi-Agency Risk Assessment Conference

The MARAC, which stands for Multi-Agency Risk Assessment Conference, is a meeting between representatives from different organisations in Shropshire to discuss the safety,

health and wellbeing of people experiencing domestic abuse, and to provide a safety plan for them and their children. The MARAC is a coordinated response to domestic abuse where professionals share information, obtain a clearer picture and are then able to provide the right help to make the victim and children safer and reduce the risk of further abuse.

SDVC –Specialist Domestic Violence Court

A Specialist Domestic Violence Court (SDVC) forms part of a combined approach to tackling domestic violence by the police, the Crown Prosecution Service (CPS), District Judges, magistrates, courts and probation, together with specialist support services for victims. This approach situates the court and the criminal justice system as part of a community-wide response to domestic violence.

References

Home Office (2014) Call to End Violence Against Women and Girls: Action Plan

Review of Domestic Violence Provision in Shropshire October 2009

Merida Associates, Shropshire Multi-Agency Risk Assessment Conferences (MARAC) Qualitative research findings April 2010

Shropshire Safer Stronger Communities Partnership, Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014-2017

Shropshire Domestic Violence Forum, Shropshire Domestic Violence Strategy Action Plan 2008-2011

Shropshire Domestic Violence Strategy Group, Shropshire Domestic Violence Strategy 2006-2009

Shropshire Domestic Abuse Strategy 2012-2014

Home Office (2013) Domestic Homicide Reviews – Common Themes identified as Lessons to be learned

NICE public health guidance 50 –Domestic Violence and abuse: how health services, social care and the organisations they work with can respond effectively Feb 2014

Warwickshire Police and West Mercia Police Domestic Abuse Strategy 2014-2017

HMIC 2014 West Mercia Police's approach to tackling domestic abuse

Standing Together Against Domestic Violence – A Guide to Effective Domestic Violence Partnerships May 2011

Listening and learning – Improving support for victims in West Mercia – Victim Support

Police and Crime Plan 2013-2017 – West Mercia Police

Shropshire Domestic Abuse Services – We all need a helping hand in life leaflet

Appendix 1: Training Matrix

Specialist Training

Accredited Training
National & local
learning DHR

Targeted Training

- SSCB Domestic Abuse – ‘Impacts on children’
 - Domestic Abuse – Joint Training
- Recommended for staff who have frequent contact with service users and can refer to specialist services. This may include those with decision making responsibilities.

Universal Training

- SSCB E-Learning – Kwango basic Domestic Abuse Package
- MARAC Training

Recommended for staff who have infrequent contact with service users, who will refer to targeted services and have no safeguarding decision making responsibilities. Or An introduction to the topic of domestic abuse, followed by Targeted Training, see above.

Appendix 2: Training Matrix, Explained

Universal Training – All staff

This training maybe delivered in a variety of ways;

- SSCB Domestic Abuse E-Learning module (2 hours introduction session)
- Induction – Single agency Training (2 hours session)
- Approved Raising Awareness Training (½ day training)

Recommended frequency; Every three years.

Recommended for all staff that have infrequent contact with service users and no decision making responsibilities. For those staff who sign post to further services. Or an introduction to the topic of domestic abuse, followed by targeted training. For example; Leisure Staff, Environmental Health Officers, Receptionists, Maintenance Workers, Fire safety Officers, Police.

Targeted Training – Specific staff

This training will be delivered face to face and may include;

- SSCB Domestic Abuse - 'Impacts on Children' (1 full day training)
- Domestic Abuse Raising Awareness – Shropshire Council (1 full day training)
- Working with male victims – Respect (1 full days training)
- Assessment and Safety Planning (TBC)
- Approved Domestic Abuse Training (TBC)

- Learning from National and Local Domestic Homicide or Serious Case Reviews

Recommended frequency; Every three years.

Recommended for specific staff who need skills to identify, respond, assess and refer services users to domestic abuse services. For example; Supported Housing Officers, Children's Centre, Midwife, Health Visitors, A & E staff, Specialist Police Officers, Social Workers.

Specialist Training – Specialist Domestic Abuse Workers

This Training maybe delivered single or multi-agency and may include;

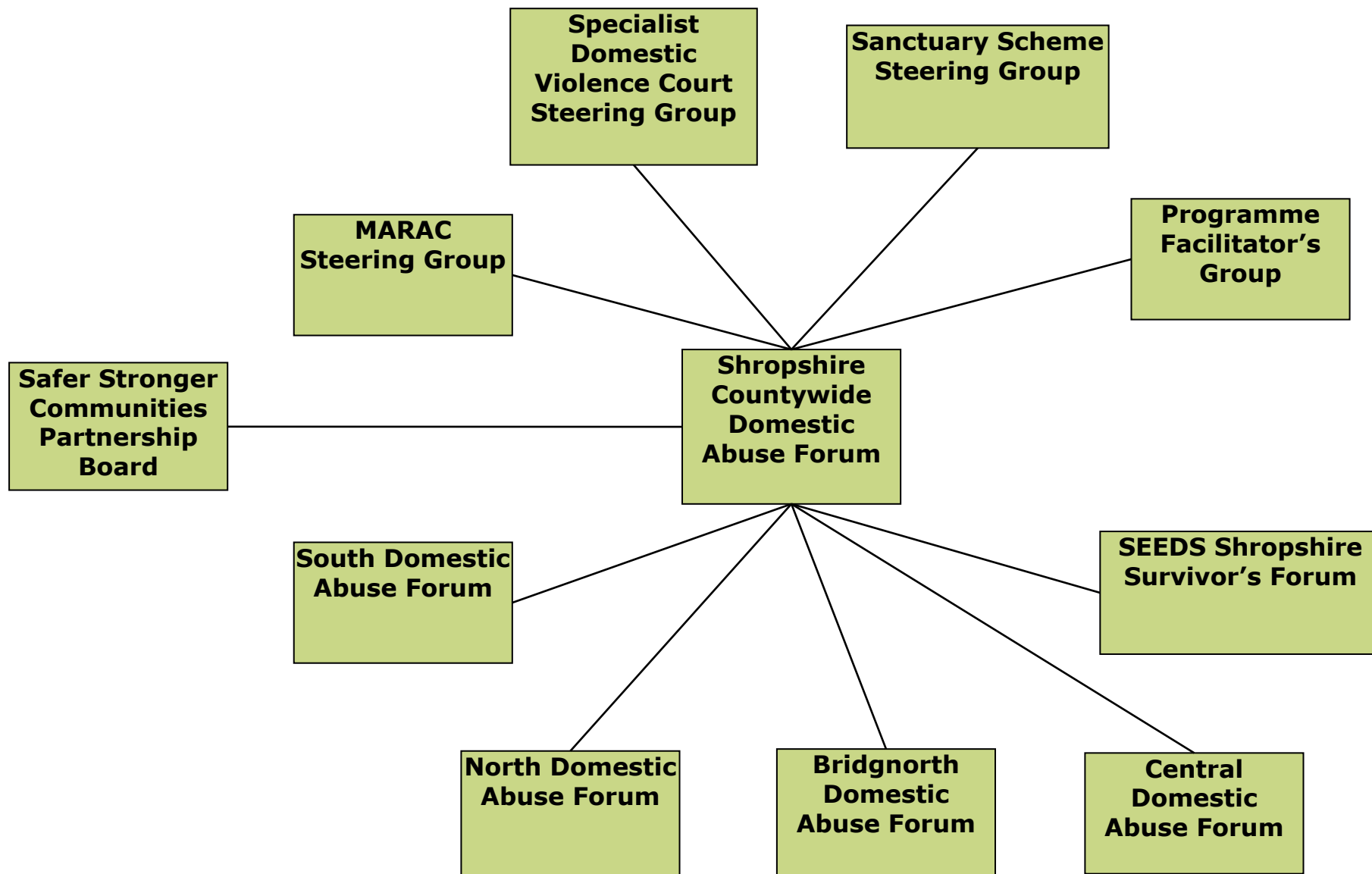
- Accredited Programmes (For example Respect 6 days training)
- Working with children who have experienced domestic abuse (2 days)
- Working with perpetrators of Domestic Abuse (2 days)

Consideration should be given to the Training of Managers in these settings to ensure they have the skills required to manage, supervise and support their staff;

- Supervision Training
- Vicarious Trauma

Recommended frequency; Recommended for those staff working with domestic abuse on a regular basis. For example; IDVA's, DV Outreach Workers, Refuge Workers, Social workers, Specialist Police Officers, Domestic Abuse Champions.

Appendix 3: Domestic Abuse Forum Structure



Appendix 4: Delivery Plan 2015-2017 - Prevention

Actions	Outcomes	Owners	Update Annually	Links to Other Plans
Prevention - Objective 1 - Improve Prevention				
Through a Communication Plan and the distribution of relevant information, Annual Networking Events and Newsletters, raise awareness of services available to victims across Shropshire	Increase awareness of support for victims; Increase the reporting of domestic abuse; Reduce the number of victims.	Public Health; Shropshire Countywide Domestic Abuse Forum; North, Central, South Domestic Abuse Forums; SEEDS Shropshire; Freedom Shropshire Team	2015 2016 2017	Shropshire Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014 - 2017; West Mercia Police and Crime Plan; West Mercia and Warwickshire Police Domestic Abuse Strategy; Violence Against Women and Girls Action Plan

Appendix 5: Delivery Plan 2015-2017 - Preparation

Actions	Outcomes	Owners	Update Annually	Links to Other Plans
Preparation - Objective 2 - Increase Education				
Review current training and commission future training; develop MARAC & DASH training; develop training for Health Professionals	<p>Improve and develop professionals ability to identify & deal with domestic abuse;</p> <p>Reduce the number of victims.</p>	Shropshire Countywide Domestic Abuse Forum; SSCB; MARAC; Joint Training	2015 2016 2017	Shropshire Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014 - 2017; West Mercia Police and Crime Plan; West Mercia and Warwickshire Police Domestic Abuse Strategy; Violence Against Women and Girls Action Plan

Appendix 6: Delivery Plan 2015-2017 - Provision

Actions	Outcomes	Owners	Update Annually	Links to Other Plans
Provision - Objective 3 - Improve Health & Wellbeing of Survivors				
Co-ordinate quality assurance programmes; Support outreach and counselling services Investigate parent abuse Support accommodation & IDVA service; Review services for young people; Encourage routine enquiry; Provide support for complex needs; Review support for diverse communities	Ensure that abuse victims receive consistent service through improved short and long term support and service provision; Improve support for victims, children and young people; Increase the reporting of domestic abuse incidents	Surestart Children's Centres; South Shropshire Domestic Violence Services; AXIS; West Mercia Police; IDVA Service; SSCB; DAAT; CMHT; West Mercia Women's Aid; Refuge; Shropshire Countywide Domestic Abuse Forum; Safer Stronger Communities Partnership Board	2015 2016 2017	Shropshire Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014 - 2017; West Mercia Police and Crime Plan; Shropshire Children, Young People, and Families Plan 2014 Refresh; West Mercia and Warwickshire Police Domestic Abuse Strategy; Violence Against Women and Girls Action Plan

Appendix 7: Delivery Plan 2015-2017 - Protection

Actions	Outcomes	Owners	Update Annually	Links to Other Plans
Protection - Objective 4 - Working with Perpetrators				
Develop a Voluntary Perpetrator programme for men; explore programmes for other perpetrators and through partnership working stop serial perpetrators	In 2015 – 16 establish a baseline for the number of perpetrators completing the perpetrators programme; Reduce repeat incidents by the same perpetrator	Shropshire Countywide Domestic Abuse Forum; SSCB; Safer Stronger Communities Partnership Board; Police & Crime Commissioner	2015 2016 2017	Shropshire Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014 - 2017; West Mercia Police and Crime Plan; Shropshire Children, Young People, and Families Plan 2014 Refresh; West Mercia and Warwickshire Police Domestic Abuse Strategy; Violence Against Women and Girls Action Plan

Appendix 8: Delivery Plan 2015-2017 - Partnership

Actions	Outcomes	Owners	Update Annually	Links to Other Plans
Partnership - Objective 5 - Improve Partnership Working				
Support local Domestic Abuse forums; improve support for victims through SEEDS Shropshire; monitor & develop MARAC; and work with the Courts and CPS.	<p>Reduce serious injury and/or death linked to domestic abuse;</p> <p>Increase engagement with survivors;</p> <p>Reduce repeat victimisation</p>	<p>North, Central, South Domestic Abuse Forums; SEEDS Shropshire; MARAC; Safer Stronger Communities Partnership Board; Courts; CPS; Refuge; West Mercia Women's Aid; South Shropshire Domestic Violence Services; West Mercia Police</p>	<p>2015 2016 2017</p>	<p>Shropshire Crime Reduction, Community Safety and Drug & Alcohol Strategy 2014 - 2017; West Mercia Police and Crime Plan; West Mercia and Warwickshire Police Domestic Abuse Strategy; Violence Against Women and Girls Action Plan</p>

Map of Shropshire and partner logos



Population of Shropshire:
306,100 (2011 Census)

Page 31



DATED: day of 2017

BETWEEN

(1) SHROPSHIRE COUNCIL

(2)

Re: Refuge and Outreach Support Services – Contract Ref:PMCV007



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2

THIS AGREEMENT is dated day of 20....

BETWEEN:

(1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ('the Council')

(2) *[Name of Company]* a company incorporated in England and Wales under company number *[co. number]* and whose registered office is at *[company address]* ('the Contractor')

WHEREAS:

(A) The Council wishes to receive refuge and outreach support services.

(B) The Contractor has the skills, background and experience in providing the Services required by the Council

(C) The Contractor is willing to provide the Services as defined below and the Council is willing to appoint the Contractor to provide the Services in accordance with the provisions of this Agreement

NOW IT IS AGREED as follows:

1. **Definitions**

1.1 In this Agreement, the following words shall have the following meanings:

Agreed Prices	means the prices set out in the Tender Response document annexed to this Agreement at Appendix 1
'Agreement'	means this Agreement
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .
'Authorised Officer'	means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

'Commencement Date'	1 st April, 2017
'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor'	means the party named above and includes its employees, servants and agents paid or unpaid acting on its

	behalf
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	the representative appointed by the Contractor to manage the contract on its behalf
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'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 Contractor by or on behalf of the Council; or</p> <p>which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller;</p>
'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;

‘Data Subject’

shall have the same meaning as set out in the Data Protection Act 1998;

‘EIR’

means the Environmental Information Regulations 2004 (as may be amended from time to time.)

‘Employment Checks’

means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.

‘Exempt Information’

means any information or class of

	information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
“Expiry Date”	shall be the later of the Initial Expiry Date or the last day of any agreed extension period further to clause 2.2 below
‘Fees’	the Agreed Prices and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise
‘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.
‘Initial Term’	means a period of three years commencing on the Commencement

	Date and expiring the Initial Expiry Date
'Initial Expiry Date'*	means 31 st March 2020
'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
'Option to Extend'*	means the Council's option to extend the Initial Term by a period of up to two years commencing from 1 st April 2020
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Performance Targets'	the performance targets relating to this Agreement as set out in the Schedule
'Performance Reviews'	means the annual review to be held on the anniversary of the Term or on such date as shall be agreed between the Parties to review the progress of the Services, whether the Performance Targets are being met and any other operational issues that may arise
'Prohibited Act'	the following constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or

activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council.

‘Public body’

as defined in the FOIA 2000

‘Receiving Party’

means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

‘Regulated Activity’

in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act

	2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
'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
'Services '	means the provision of refuge and outreach support for the area of Shropshire Council as more fully described in the Specification
'Specification'	The specific description of the Services and to be provided by the Contractor and the Services standards as set out in Schedule 1 to this Agreement

'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
'Tender'	means the tender dated <i>[insert date]</i> submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix 1
'Term'	means the period commencing on the Commencement Date and expiring on the Expiry Date
'TUPE'	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
'Working Day'	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be

understood as meaning 'including without limitation'

- 1.2.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.13 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to two years commencing on 1st April 2020
- 2.3** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms of the extended Agreement period, save for period.
- 2.4** If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 32 shall apply

3. Services

- 4.1** The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement
- 3.2** The Contractor shall provide the services in such places and locations as set out in the Specification (or as agreed by the Parties from time to time)

- 3.3** The Contractor shall use its best endeavours to complete/deliver the Services by the dates specified in the Specification or dates agreed by the Parties
- 3.4** The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties
- 3.5** The Contractor shall provide the Services in accordance with the agreed Specification with all due skill, care and diligence and in accordance with good industry practice.
- 3.6** The Contractor 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
- 3.7** The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3.8** The Contractor shall carry out its own risk assessments relevant to the Services.
- 3.9** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 26 hereof
- 3.10** before the Contractor 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 Contractor must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 3.11** Prior to the engagement by the Contractor 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 Contractor shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3.11.1** that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3.11.2** that the results of a Disclosure and Barring Service (DBS) check of

the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.

- 3.11.3** that a copy of the DBS check results are notified to the Council
- 3.13** The Parties agree that there shall be, on dates to be agreed, annual Performance Reviews of the progress of the development of the Services between the Contractor and the Council to ensure that the Performance Targets are being achieved.

4. Insurance

- 4.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor (including passenger liability in respect of all vehicles used in the provision of the Services) arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS) for any one event and Employers Liability insurance shall provide for a minimum indemnity limit of £10,000,000 (TEN MILLION POUNDS).
- 4.2** The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 4.3** The Contractor warrants that it has complied with this clause 4 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other

evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

4.4 The Contractor 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

4.5 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

4.6 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

4.6.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

4.6.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

(i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement;

or

(ii) if the Contractor 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.

5 **Indemnity**

5.1 The Contractor 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 Agreement by the Contractor or the Contractor Personnel

(b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services

(c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and

(d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Agreement to the extent that the defective performance is attributable to the acts or omissions of the Contractor or the Contractor Personnel

5.2 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

5.3 Nothing in this Agreement 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 6

6. Payment

- 6.1** Payment of the Fee(s) shall be made by the Council to the Contractor within 30 days of receipt of an undisputed invoice quarterly in arrears. In the event of late payment, interest thereon shall be charged at 4% above the base rate of National Westminster Bank further to the Late Payment of Commercial Debts (Interest) Act 1998
- 6.2** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement
- 6.3** All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment
- 6.4** Unless otherwise agreed in writing by the Council, the Contractor 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.

7. The Council's Obligations

To enable the Contractor to perform its obligations under this Agreement the Council shall:

- 7.1** Co-operate with the Contractor and ensure that the Council's staff and agents co-operate with and assist the Contractor as is reasonable and appropriate
- 7.2** Provide the Contractor with any information reasonably required by the Contractor;
- 7.3** Comply with such other requirements as may be otherwise agreed between the parties.
- 7.5** Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

8. Authorised Officer and Contractor Representative:

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

9. Intellectual Property

- 9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Contractor or any employee, agent or subcontractor of the Contractor:
 - 9.1.1 in the course of performing the Services; or
 - 9.1.2 exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 9.2 Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement
- 9.3 The Contractor 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.

9.4 This provision shall survive the expiration or termination of the Agreement.

10. Confidentiality

10.1 Subject to clause 10.2, the Parties shall keep confidential all matters relating to this Agreement and each Party shall use all reasonable endeavours to prevent their respective staff and Contractor Personnel from making any disclosure to any person of any matters relating hereto.

10.2 Clause 10.1 shall not apply to any disclosure of information:

10.2.1 required by any applicable law, provided that clause 20.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;

10.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this agreement;

10.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 10.1;

10.2.4 by the Council of any document to which it is a Party and which the Parties to this agreement have agreed contains no commercially sensitive information;

10.2.5 to enable a determination to be made under clause 27;

10.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

10.2.7 by the Council to any other department, office or agency of the Government; and

10.2.8 by the Council relating to this Agreement and in respect of which the Contractor has given its prior written consent to disclosure.

10.3 On or before the Expiry Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

10.4 The provisions of this Clause shall survive the expiration or termination of this Agreement.

11. Agreement and Transparency

11.1 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 Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

11.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

11.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

11.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

12 Data Protection

12.1 The Contractor shall (and shall procure that any of its Contractor's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties shall duly observe all their obligations under the DPA, which arise in connection with this Agreement.

12.2 Notwithstanding the general obligation in clause 12.1, where the Contractor is processing Personal Data as a Data Processor for the Council, the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal

- Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- 12.2.1** provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;
- 12.2.2** promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 12.2; and
- 12.2.3** ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA.
- 12.3** The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 12.4** To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 12.5** The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.
- 13. Protection of Personal Data**
- 13.1** With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 13.2** The Contractor shall:

- 13.2.1** Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 13.2.2** Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
- 13.2.3** implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 13.2.4** take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 13.2.5** obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 13.2.6** ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
- 13.2.7** ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 13.2.8** notify the Council (within five Working Days) if it receives:
- a) a request from a Data Subject to have access to that person's Personal Data; or

b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

13.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

a) providing the Council with full details of the complaint or request;

b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;

c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and

d) providing the Council with any information requested by the Council;

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

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

13.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

b) any reasonable instructions notified to it by the Council

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

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

14. Council Data and Personal Information Audits

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

14.1.1 to review the integrity, confidentiality and security of the Council Data;

14.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

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

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

14.3.1 all information requested by the Council within the permitted scope of the audit;

14.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

14.3.3 access to Contractor Personnel

- 14.4** The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 14.5** The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 14.6** The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 14.7** This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

15. Assignment, Transfer and Sub-contracting

- 15.1** Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
- (a) assign any of its rights under this Agreement; or
 - (b) transfer all of its rights or obligations by novation,
to another person.
- without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 15.2** Any consent required under Clause 15.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 15.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.
- 15.4** 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

15.5 Subject to clause 15.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, 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 Agreement.

15.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 15, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own 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.

16. Public Interest Disclosure ('Whistleblowing')

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

17. Publicity

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

18. Prevention of Bribery

18.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

18.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance,

at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 18 and provide such supporting evidence of compliance with this clause 18 by the Contractor as the Council may reasonably request.

18.3 If any breach of clause 18.1 is suspected or known, the Contractor must notify the Council immediately.

18.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 18.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

18.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 18.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 18.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the Council; or,

b) with the actual knowledge;

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

- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 18.6** Any notice of termination under clause 18.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 18.7** Despite clause 27 (Disputes), any dispute relating to:
- a) the interpretation of clause 18; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 18.8** Any termination under clause 18.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

19. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

- 19.1** it will carry out the work by the Expiry Date
- 19.2** it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service
- 19.3** it's Contractor Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Specification and Best Practice
- 19.4** it will use its best endeavours to achieve the Performance Targets
- 19.5** it has full capacity and Council to enter into this Agreement
- 19.6** it has obtained all necessary and required licences, consents and permits to provide the Services
- 19.7** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services

- 19.8** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 19.9** The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:
- 19.9.1** The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this Agreement.
- 19.9.2** The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.
- 19.9.3** The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.
- 19.10** The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.
- 19.11** the Contractor warrants that the signing of this Agreement on its behalf has been validly authorised and the obligations expressed as being assumed by the Contractor under this Agreement constitute valid legal and binding obligations of the Contractor enforceable against the Contractor in accordance with their terms.
- 19.12** The Contractor acknowledges and confirms that:
- 19.12.1** 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 Agreement;
- 19.12.2** it has received all information requested by it from the Council pursuant to sub-clause 19.12.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 19.12.3** 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

19.12.2;

- 19.12.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 19.12.5** it has entered into this Agreement in reliance on its own diligence
- 19.12.6** as at the Commencement Date, the Contractor 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 Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement 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
- 19.12.7** The Contractor 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 Contractor in accordance with sub-clause 19.12.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.
- 19.13** The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

20. Freedom of Information Act 2000 & Environmental Information

Regulations 2004

- 20.1** The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 20.2** The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 20.3** The Contractor shall and shall procure that its Sub-contractors shall:
- 20.3.1** transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 20.3.2** provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 20.3.3** provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 20.4** The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

- 20.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 20.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 20.6.1** in certain circumstances without consulting the Contractor; or
- 20.6.2** following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 20.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 20.7** The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 20.8** The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 20.9** Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 20.9.1** as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request

information relating to this Agreement or otherwise relating to the other party;

20.9.2 they are required by law to consider each and every Request for Information made under FOIA;

20.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.

20.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:

- (a) confirm or deny that information is held by the other party, or
- (b) disclose information required

to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.

20.9.5 each party shall bear its own costs of:

- a) assessing the application of any exemption under FOIA and/or
- b) responding to any FOIA notice and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

20.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

20.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

21. Equalities

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

to time for the purpose of assessing the Contractor's compliance with the above conditions.

22. Non-compliance

- 22.1.** If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing
- (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- 22.2** If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing
- (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- 22.3** If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 27:
- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:
 - (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;or
 - (ii) to recover such sums from the Contractor as a debt;And/or
 - (b) to terminate the Agreement in accordance with clause 31

23. Waiver

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

24. Audit And Monitoring

The Contractor will allow access for the Council and its officers to all relevant information for the purposes of audit and the monitoring of this Agreement.

25. Safeguarding

25.1 The Parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

25.2 The Contractor shall:

- (a)** ensure that all individuals engaged in the provision of the Services, and prior to commencing the provision of the Services, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list of the children's barred list, as appropriate; and
- (b)** monitor the level and validity of the checks under this clause 25.2 for each member of staff.

25.3 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Services 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.

25.4 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 25 have been met.

25.5 The Contractor shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users.

25.6 The Contract 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.

26. Complaints Procedure

26.1 The Contractor shall operate a complaints procedure in respect of any Services provided under this Agreement to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

26.1.1 is easy to access and understand

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

26.1.3 provides confidential record keeping to protect employees under this Agreement and the complainant

26.1.4 provides information to management so that services can be improved

26.1.5 provides effective and suitable remedies

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

26.2 The Contractor shall ensure that:

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

- 26.2.2** someone who is independent of the matter complained of carries out the investigation
- 26.2.3** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations
- 26.2.3** the Contractor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 26.3** The Contractor will make its complaints procedure available on request
- 26.4** The Contractor shall ensure that all its employees and persons employed under this agreement are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 26.5** The Contractor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 26.6** Where the Council is investigating a complaint the Contractor is required to participate fully in all investigations within the timescales requested by the Council
- 26.7** The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.
- 27. Disputes**
- 27.1** If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature

arising under this Agreement or in connection with it then the same shall be dealt with as follows:-

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

27.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive and the Contractor or other authorised officer whose details have been notified to the Council, 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

27.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear their own costs of such referral

28. Force Majeure

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

- 28.1.1** any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
- 28.1.2** staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 28.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 28.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 28.2.2** it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 28.3** Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 28.3.1** any costs arising from that delay will be borne by the Party incurring the same; and
- 28.3.2** either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

29. Rights of Third Parties

The Parties to this Agreement do not intend that any of its terms will be

enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof).

30. Notices

30.1 Unless otherwise communicated to the Party in writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

30.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

31. Termination

31.1 Either Party may terminate this Agreement by giving to the other Party at least six months' notice in writing.

31.2 Either Party may terminate this Agreement by notice in writing to the other if:

31.2.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

31.2.2 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

31.2.3 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;

- 31.2.4** The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 22.
- 31.2.5** the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 31.2.6** the other Party ceases to carry on its business or substantially the whole of its business; or
- 31.2.7** the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 31.3** Where notice to terminate is given pursuant to this clause 31, this Agreement shall terminate with effect on the date specified in the notice

32. Consequences of Termination

- 32.1** Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 32.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 32.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 32.4** Notwithstanding its obligations in this clause 32, 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.

32.5 upon termination of this Agreement for any reason, the Contractor 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 Contractor or the Contractor's employees, agents or Sub-Contractors at the date of termination.

33. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

The Parties agree that the provisions of Schedule 2 shall apply to any Relevant Transfer of staff under this Agreement

34. Governing Law And Jurisdiction

It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts

35. Severance

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

36. Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

37. Agency, Partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any Council to make any commitments on the other Party's behalf.

38. 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.

39. Entire Agreement

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

IN WITNESS of this Agreement

Signed by and on behalf of

Shropshire Council

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

..... Legal Services Manager People/Places

Signed by and on behalf of
(Contractor)

.....
Signature of authorised signatory Position in Company

Or

.....
Director Director/Company Secretary

Print Name (s).....

Witness:

Name: -----

Signature: -----

Address: -----

Occupation: -----

SCHEDULE 1

SPECIFICATION

1. Shropshire Council invites applications to tender for a contract to provide Refuge and Outreach Support for the Local Authority area of Shropshire Council to run from April 2017 until March 2020 with possible extensions of one year plus a further year. The value of the contract is £197,058 per annum.
2. The number of reported incidents of domestic abuse within Shropshire has increased over the three year period 2013 to 2015. The reports of domestic abuse are not equally distributed across the geography of Shropshire. The total number of domestic abuse reports recorded in Shropshire in 2015 was **3,200 (10.45/1000)**

3.

Year	Number of reports	Rate per 1,000 residents
2013	2720	8.88
2014	3100	10.12
2015	3200	10.45

4. Shropshire Council is seeking tenders from organizations who will provide supported accommodation units for victims of domestic abuse and violence and help victims access mainstream provision and;

Outreach support to victims of domestic abuse (over 16) that will have the flexibility to support a person wherever they live - as distinct from accommodation based services, where support is tied to a particular location. This kind of support service helps clients and their children, if any, who have been through domestic violence and who are living in the Shropshire Council Local Authority area. It is designed to ensure that once clients have accommodation they are supported to maintain independent living.

5. Shropshire Council welcomes consortia or partnership bids to meet the range of skills, areas of expertise and requirements set out in this specification. Bids of this nature must identify a single agency to act as the prime contractor and as the nominated point of contact with the Council.

6. **Definitions and scope**
Domestic Violence

The Home Office has defined domestic violence as "Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality.

The abuse can encompass, but is not limited to: psychological, physical, sexual, financial and/or emotional.

Controlling behaviour

This is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

Coercive behaviour

Is an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish or frighten a victim.

7. Refuge Service and Outreach Support

The Refuge Service will provide temporary emergency accommodation to victims aged 16 or over including their daughters and sons. The refuge is a safe accommodation for victims and their children at any one time.

Outreach Support is to ensure the provision in the community of practical and emotional support, advice and advocacy to victims and their children on matters such as housing, welfare benefits, legal options, health, education, training and childcare.

8. Shropshire Community Safety Partnership Domestic Violence Strategy 2015-17

This strategy was adopted in December 2014. It identifies the scale of the issues in Shropshire and sets out the approach that the Partnership has adopted. The strategy is appended to this specification for information.

9. Current Service Provision

The current Refuge Service contract provides for:

The management of Refuge Services with 20 spaces in total providing appropriate and safe accommodation for victims and their children and support through Outreach provision.

These contracted services are delivered in conjunction with additional services provided by different procurement arrangements including:

- A commissioned Independent Domestic Violence Advisor service;
- A commissioned Sanctuary Scheme as part of a Home Improvement Service.

10. The Provider will ensure that people who are victims of domestic abuse, including those from hard to reach or minority communities are given appropriate advice and that pro-active support is available to victims of domestic violence to safeguard them, reduce repeat victimization and

ensure that they are aware of their rights.

11. For residents of the Refuge, the Provider will deliver help in finding other accommodation, which will also include providing transitional support and assistance to users that have moved on to other accommodation. The Provider will also deliver an effective Outreach Service, with flexible arrangements in place that allows greater access to meet the needs of the service users, including an emergency out of hours service.
12. The Provider will ensure that arrangements are in place for continuous professional development for all staff associated with the contracted services and ensure compliance with health and safety, staff welfare and other relevant employment legislation.

13. **Outcomes**

The Provider will deliver a service that will help the Council achieve its high level outcomes as set out in the Corporate Plan. This can be found by accessing Shropshire Councils website.

The Provider will deliver sensitive, non-judgemental and non-oppressive support to those who have experienced domestic violence. All clients supported will be accurately assessed and supported with safety plans. This will include services for any substance misuse or alcohol related issues. When necessary the clients will be supported through the criminal justice system.

14. The Provider will ensure that the services make best use of existing and developing relationships and partnerships in order to maximise the positive social, economic and environmental impacts that it can provide. Specific 'Social Value' requirements to be demonstrated by the Provider include:

Economic Value

Opportunities for increasing work skills through training, volunteering, work placements or paid employment for service users measured through:

- No. training places taken up
- No. work placements taken up
- No. qualifications achieved by service users
- No. service users in part- or full-time employment
- No. service users volunteering

15. By the time that clients are no longer supported, they should have achieved the following outcomes:

- clients are safer and better resourced to remain safe;
- clients will retain/regain their sense of autonomy and control;
- clients will develop and/or maintain strong and resilient support

networks so that they believe they can live free from violence;

- clients will develop increased resilience and the resources to prevent further experience of violence;
- increased financial stability and independence;
- more stable accommodation;
- increased access to education and employment opportunities;
- Established hopes and goals for the future;
- Their children should be safer and better equipped to remain safe;
- adult clients should be better equipped for parenting.

Social Value

- Improved wellbeing and reduction in social isolation through increased opportunities for service users to access leisure, cultural and physical activity;
-
- Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the Service;
-
- Support for community initiatives to tackle domestic abuse and any associated crime and anti-social behavior.

16. Invitation to Tender

Tender Requirements

These are pre-requisite criteria for providers wishing to bid for this tender and must be clearly evidenced. If the bid fails any of these criteria, due to missing evidence or evidence that does not support the criteria, the bid will not be considered further.

- All services must be free at the point of delivery;
- A primary purpose of the provider(s) must be to address violence against women and girls; Male Victims; LGBT victims and children;
- The provider(s) must have the ability to put in place mechanisms and systems for recording data in line with the service requirements and agree to share data with the Council and other partners;
- The provider(s) must have proven ability to work in partnership with existing local partners and services to ensure that delivery enhances and improves existing service provision locally; and
- The provider(s) must demonstrate commitment to equal opportunities and understanding of equality issues. All providers and services must be compliant with the public sector equality duty set out in section 149(1) of the Equality Act 2010.

17. Governance and Reporting Arrangement

As commissioner of the service, Shropshire Council is responsible for contract management to ensure effective delivery and value for money. The Shropshire Community Safety Partnership will offer overall oversight and decision making with regard to the service and the provider will be expected to attend the quarterly meetings of the County Domestic Abuse Forum.

18. Performance Monitoring

To satisfy the governance structure and payment processes, it is proposed that the successful provider develop a performance framework based on the outcomes set out in sections 14 and 15 above. Data from this monitoring process will be required from the provider every quarter. This performance information is to include evidence that the service outputs and outcomes as detailed in the successful bid are being achieved. Further details of this will be agreed prior to contract start and will be included as part of the grant agreement issued to providers. At the end of each twelve month period the Council may request additional information/data to summarize progress at year end.

SCHEDULE 2

TUPE

In this Schedule, the following definitions shall apply:

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

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

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

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

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term

employees;

(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

(f) employment claims whether in tort, contract or statute or otherwise;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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

Former Contractor: a Contractor supplying services to the Council before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Contractor (or any sub-contractor of any such sub-contractor);

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

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

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

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

Replacement Sub-contractor: a sub-contractor of the Replacement Contractor

to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

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

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

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

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

2. INTERPRETATION

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

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

3. PROCEDURE IN THE EVENT OF TRANSFER

3.1 The Council and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Council and/or any Former Contractor.

3.2 If any employee of the Council and/or a Former Contractor claims, or it is determined in relation to any employee of the Council and/or a Former Contractor, that his/her contract of employment has been transferred from the Council and/or the Former Contractor to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Contractor shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council and, where required by the Council, give notice to the Former Contractor; and

(b) the Council and/or the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Contractor or the Sub-contractor (as appropriate) or take such

other reasonable steps as the Council or Former Contractor (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

3.3 If an offer referred to in clause 3.2(b) is accepted (or if the situation has otherwise been resolved by the Council and/or the Former Contractor), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

3.4 If by the end of the 15 Working Day period specified in clause 3.2(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Contractor and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

4. INDEMNITIES

4.1 Subject to the Contractor and/or the relevant Sub-contractor acting in accordance with the provisions of clause 3.2 to clause 3.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to clause 4.4, the Council shall:

- (a) indemnify the Contractor and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Council referred to in clause 3.2 made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) procure that the Former Contractor indemnifies the Contractor and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Contractor made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.2 If any such person as is described in clause 3.2 is neither re employed by the Council and/or the Former Contractor as appropriate nor dismissed by the

Contractor and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

4.3 Where any person remains employed by the Contractor and/or any Sub-contractor pursuant to clause 4.2, all Employee Liabilities in relation to such employee shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Council and any Former Contractor, and shall procure that the Sub-contractor shall indemnify the Council and any Former Contractor, against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.

4.4 The indemnities in clause 4.1:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Contractor and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

(ii) any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 3.2(a) is made by the Contractor and/or any Sub-contractor to the Council and, if applicable, Former Contractor within six months of the Effective Date.

5. PROCUREMENT OBLIGATIONS

Where in this schedule the Council accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the

Former Contractor contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

EMPLOYMENT EXIT PROVISIONS

6. PRE-SERVICE TRANSFER OBLIGATIONS

6.1 The Contractor agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period), it shall provide in a suitably anonymised format so as to comply with the DPA 1998, the Contractor's Provisional Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Personnel List and it shall provide an updated Contractor's Provisional Personnel List at such intervals as are reasonably requested by the Council.

6.2 At least 28 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Council or at the direction of the Council to any Replacement Contractor and/or any Replacement Sub-contractor:

- (a) the Contractor's Final Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and
- (b) the Staffing Information in relation to the Contractor's Final Personnel List (insofar as such information has not previously been provided).

6.3 The Council shall be permitted to use and disclose information provided by the Contractor under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Contractor and/or Replacement Sub-contractor.

6.4 The Contractor warrants, for the benefit of the Council, any Replacement Contractor, and any Replacement Sub-contractor that all information provided

pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

(a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

(b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);

(c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;

(d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Personnel List;

(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

(f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Contractor and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Personnel List regardless of when such notice takes effect.

6.6 During the Term, the Contractor shall provide, and shall procure that each

Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

6.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Contractor and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Contractor and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Personnel List who is a Transferring Contractor Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Council and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the

Services being undertaken by a Replacement Contractor and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.

7.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Contractor and/or Replacement Sub-contractor.

7.3 Subject to clause 7.4, the Contractor shall indemnify the Council and/or the Replacement Contractor and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission of the Contractor or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Council and/or Replacement Contractor and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);

(f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee for whom it is alleged the Council and/or the Replacement Contractor and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

(b) arising from the Replacement Contractor's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

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

(a) the Council shall procure that the Replacement Contractor shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Contractor; and

(b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Contractor and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

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

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

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Council shall advise the Replacement Contractor and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

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

7.9 The indemnity in clause 7.8:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

(ii) any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Contractor and/or Replacement Sub-contractor to the Contractor within six months of the Service Transfer Date.

7.10 If any such person as is described in clause 7.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Contractor and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 The Contractor shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Contractor Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Contractor and/or any Sub-contractor; and

(b) the Replacement Contractor and/or the Replacement Sub-contractor.

7.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Contractor and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Contractor and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Contractor and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7.13 Subject to clause 7.14, the Council shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee) arising from or as a result of:

(a) any act or omission of the Replacement Contractor and/or Replacement Sub-contractor;

(b) the breach or non-observance by the Replacement Contractor and/or Replacement Sub-contractor on or after the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Contractor Employees; and/or

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

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

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

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

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

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

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

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

the Service Transfer Date; and

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

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

Appendix 1

Tender and Tender Response Document



Tender Response Document

PMCV 007 – REFUGE SERVICE

Name of TENDERING
ORGANISATION
(please insert)

**Shropshire Housing Ltd (SUSTAIN
Women's Aid)**

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

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking tenders from organisations who will provide supported accommodation units for victims of domestic abuse and violence and help to access mainstream provision and outreach support for the Local Authority area of Shropshire Council. Outreach support will need to have the flexibility to support a service user wherever they live. It should be designed to ensure once service users have accommodation they are supported to maintain independent lives.

The number of reported incidents of domestic abuse within Shropshire has increased over the three year period 2013 to 2015. The reports of domestic abuse are not equally distributed across the geography of Shropshire. The total number of domestic abuse reports recorded in Shropshire in 2015 was 3,200 (10.45/1000)

Shropshire Council welcomes consortia or partnership bids to meet the range of skills, areas of expertise and requirements set out in this specification. Bids of this nature must identify a single agency to act as the prime contractor and as the nominated point of contact with the Council.

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

Please note we believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply to this contract and bidders should seek their own advice in relation to this.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B	Supplier Information– For information only	11
C	Grounds for <u>Mandatory</u> Exclusion	14
D	Grounds for Discretionary Exclusion	17
E	Technical and Professional Ability	24
F	Tender and Pricing Schedule	28

Award Criteria

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

Selection Criteria Pass/Fail Questions (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
Section F – Q 7.6	Pass / Fail Experience and Expertise

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.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 30% (270 marks)		
Section F / Q2.1	Funding Required	10 / 90 max marks
Section F / Q2.2	Additional Funding	10 / 90 max marks
Section F / Q2.3	Application of budget and resources to meet required services	10 / 90 max marks
Total for price/		270 max marks
Quality 70% (630 marks)		
Section F / Q 1.1	Quality of Implementation Plan	3.5 / 35 max marks
Section F / Q 1.2	Robustness of Risk Register	7 / 70 max marks
Section F / Q 1.3	Methodology for performance management, monitoring and data collection	7 / 70 max marks
Section F / Q 1.4	Match Funding Proposals	3.5 / 35 max marks
Section F / Q 1.5	Quality of Diversity Monitoring Form	3.5 / 35 max marks
Section F / Q 1.6	Delivery of Services methodology	14 / 140 max marks
Section F / Q 1.7	Effective Support Systems	3.5 / 35 max marks
Section F / Q 1.8	Partnership Working Proposals	14 / 140 max marks
Section F / Q 1.9	Social Value Outcomes	7 / 70 max marks
Total for quality		630 max marks

Quality Questions/ Scoring Scheme

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

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

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

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

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 630 marks as available for Quality as a final mark. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest mark for Quality overall.

Price Evaluation and scoring

Price is made up of the following elements

1. Funding required (10% 90 marks) – this will be marked with the most competitively priced tender will receiving the maximum mark being 90. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender
2. Additional Funding provided (10% 90 marks) – This will be marked with the tender providing the biggest additional funding receiving the maximum mark being 90 and other tenders receiving a % of the maximum mark that represents the difference in

additional funding between that tender and the tender providing the greatest amount of additional funding.

3. Application of budget and resources to meet required services (10% 90 marks) – this will be marked against the scoring scheme 1-10)

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

Form of Tender

Shropshire Council

Tender for PMCV 007 – Refuge Services

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

Signed ... 

Name..... 

Date10/10/2016.....

DesignationExecutive Director, Neighbourhoods.....

Company.....Shropshire Housing Ltd.....

AddressThe Gateway, Auction Yard, Craven Arms, Shropshire

..... Post Code SY7 9BW

Tel No 0300 303 1190.

Fax No01588676280.....

E-mail address 

Web addresswww.shropshirehousing.org.uk

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1)  Status.....Chief Executive

Signed (2)  Status...Exective Director

(For and on behalf ofShropshire Housing Ltd (SUSTAIN Women’s Aid..)

Date10/10/2016.....

Non-collusive Tendering Certificate

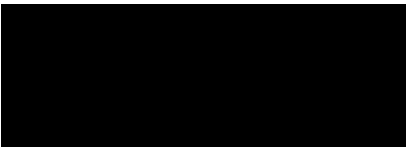
To: Shropshire Council (hereinafter called “the Council”)

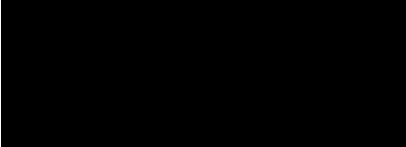
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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

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

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

Signed (1)  Status.....Executive Director.....

Signed (2)  Status.....Chief Executive

(For and on behalf of Shropshire Housing Ltd. (SUSTAIN Women’s Aid.)
 Date 10/10/2016

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

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

No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)		Status.....Executive Directore
Signed (2)		Status.....Chief Executive
(For and on behalf ofShropshire Housing Ltd. (SUSTAIN Women's Aid.)		
Date10/10/2016		

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	SUSTAIN Women's Aid, Shropshire Housing Ltd.	
Registered company address	The Gateway, Auction Yard, Craven Arms, Shropshire SY7 9BW	
Registered company number	Registered in England and Wales No.30269R Homes and Communities Reg no. L4494	
Registered charity number		
Registered VAT number	905 0033 77	
Name of immediate parent company	Shropshire Housing Limited	
Name of ultimate parent company	Shropshire Housing Limited	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input checked="" type="checkbox"/> Yes

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

	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes
<p>1.2 Bidding model</p> <p>Please mark 'X' in the relevant box to indicate whether you are;</p>		
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself		<input type="checkbox"/> no
<p>b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services</p> <p>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.</p>		<input type="checkbox"/> no
<p>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</p> <p>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.</p>		<input type="checkbox"/> no
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>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.</p> <p>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.</p>		<p>x Yes SUSTAIN</p> <p>████████████████████</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p>

commercial info

personal info

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>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.</p>	<p><input type="checkbox"/> No</p> <p><u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u></p>

1.3 Contact details	
Supplier contact details for enquiries about this tender	
Name	[REDACTED]
Postal address	Shropshire Housing The Gateway Auction Yard Craven Arms Shropshire SY7 9BW
Country	United Kingdom
Phone	0300 303 1190
Mobile	[REDACTED]
E-mail	[REDACTED]

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 checked="" type="checkbox"/> X Yes <input type="checkbox"/></p> <p>If Yes, please provide the registration number in this box.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

1.4.2	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.
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SECTION C

2. – Grounds for Mandatory Exclusion

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

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

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

(ii) the offence of conspiracy to defraud;		X
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		X
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		X
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		X
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		X
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		X
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		X
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		X
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		X
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		X
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		X
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		X
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		X
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		X

(k) an offence under section 59A of the Sexual Offences Act 2003;		x
(l) an offence under section 71 of the Coroners and Justice Act 2009		x
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		x
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		x
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		x
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		x
<p><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>		x

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;		X
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		X
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		X
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		X
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		X
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		X
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		X
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		X
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the		X

contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		x
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		x

Conflicts of interest

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

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

Taking Account of Bidders' Past Performance

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

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

'Self-cleaning'

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

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

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

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

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><input checked="" type="checkbox"/> Appendix 2a, b, c, d</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	<input checked="" type="checkbox"/> Appendix 2a, b, c, d	(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	<input checked="" type="checkbox"/> Appendix 2a, b, c, d								
(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 <input checked="" type="checkbox"/> No</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. <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	[REDACTED]	[REDACTED]	[REDACTED]
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.	[REDACTED]	[REDACTED]	[REDACTED]

		[REDACTED]	[REDACTED]	[REDACTED]
--	--	------------	------------	------------

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.

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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</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>	x Yes
----	--	-------

7.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	x 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>	x 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>	x Yes

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>	x 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>	x Yes


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>	x Yes
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of 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>	x 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>	x Yes

7.5 Safeguarding of adults and children


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

*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> <i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”</i> http://www.safeguardingshropshireschildren.org.uk/scb/</p>
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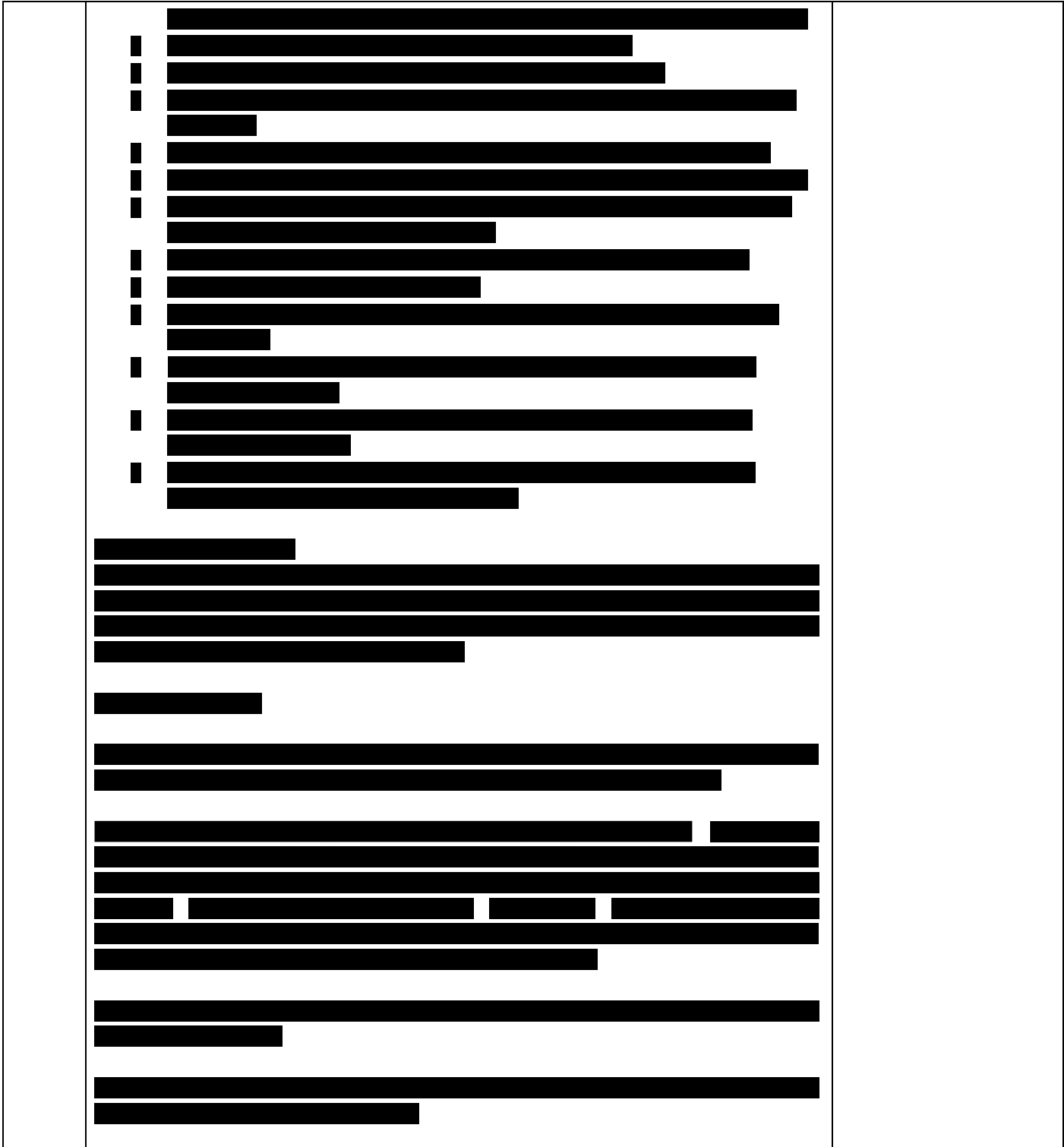
	<p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p>“The equivalent for adults” (from Ruth Houghton)</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear 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? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>YES Appendix3</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  ... Status.....Executive Director (For and on behalf of Shropshire Housing Ltd. SUSTAIN Women’s Aid)</p> <p>Date 10/10/2016</p>	

7.6 Experience & Expertise

Please demonstrate your organisation’s experience in relation to the following areas of expertise

1	<p>Expertise in, and experience of the provision of refuge and outreach services to victims of domestic violence incl. women and girls; men; LGBT victims and children</p> <p></p>	
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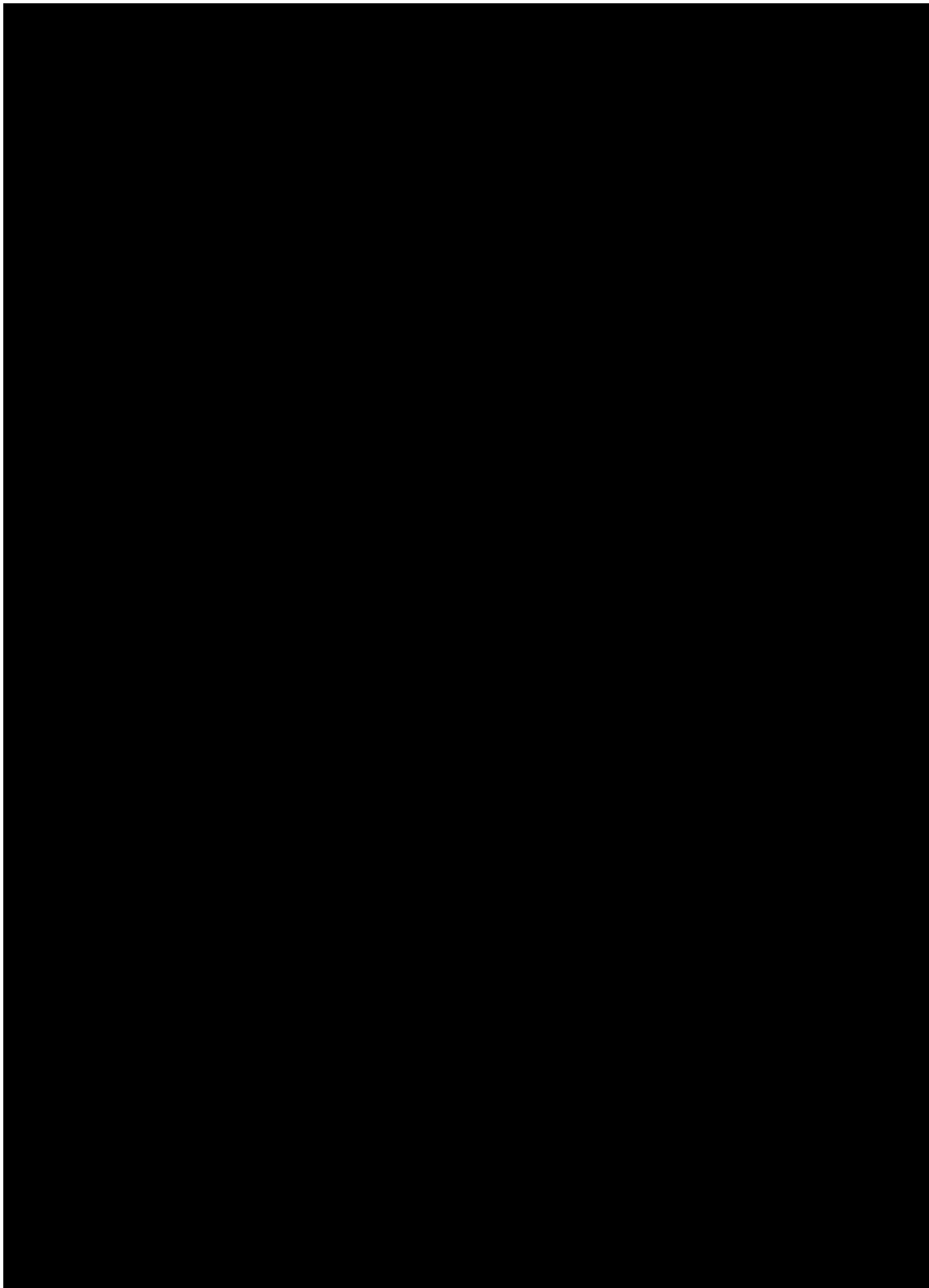
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2.	<p>Expertise and experience of tackling domestic violence and abuse</p> <p>[Redacted text block]</p>	

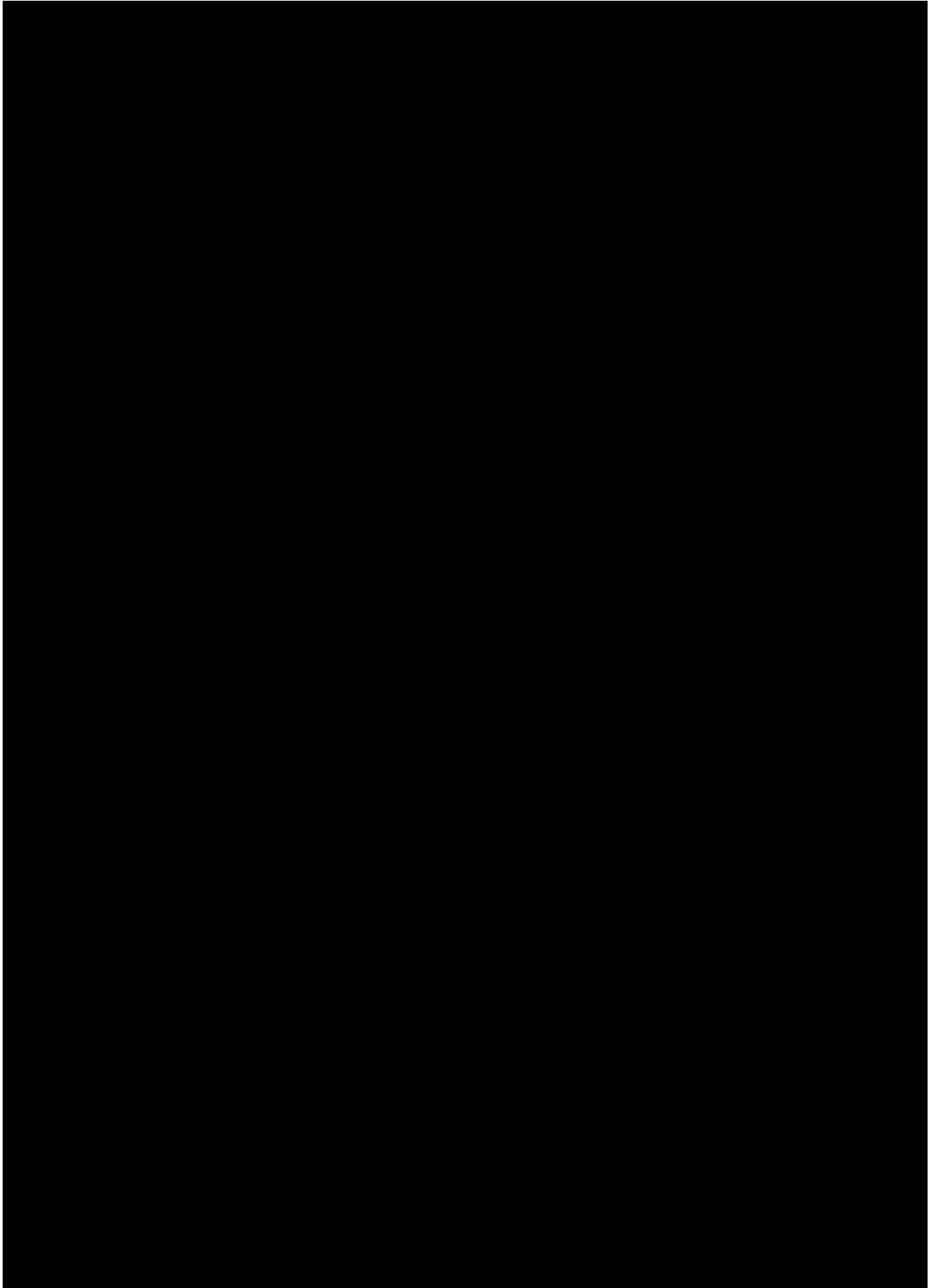


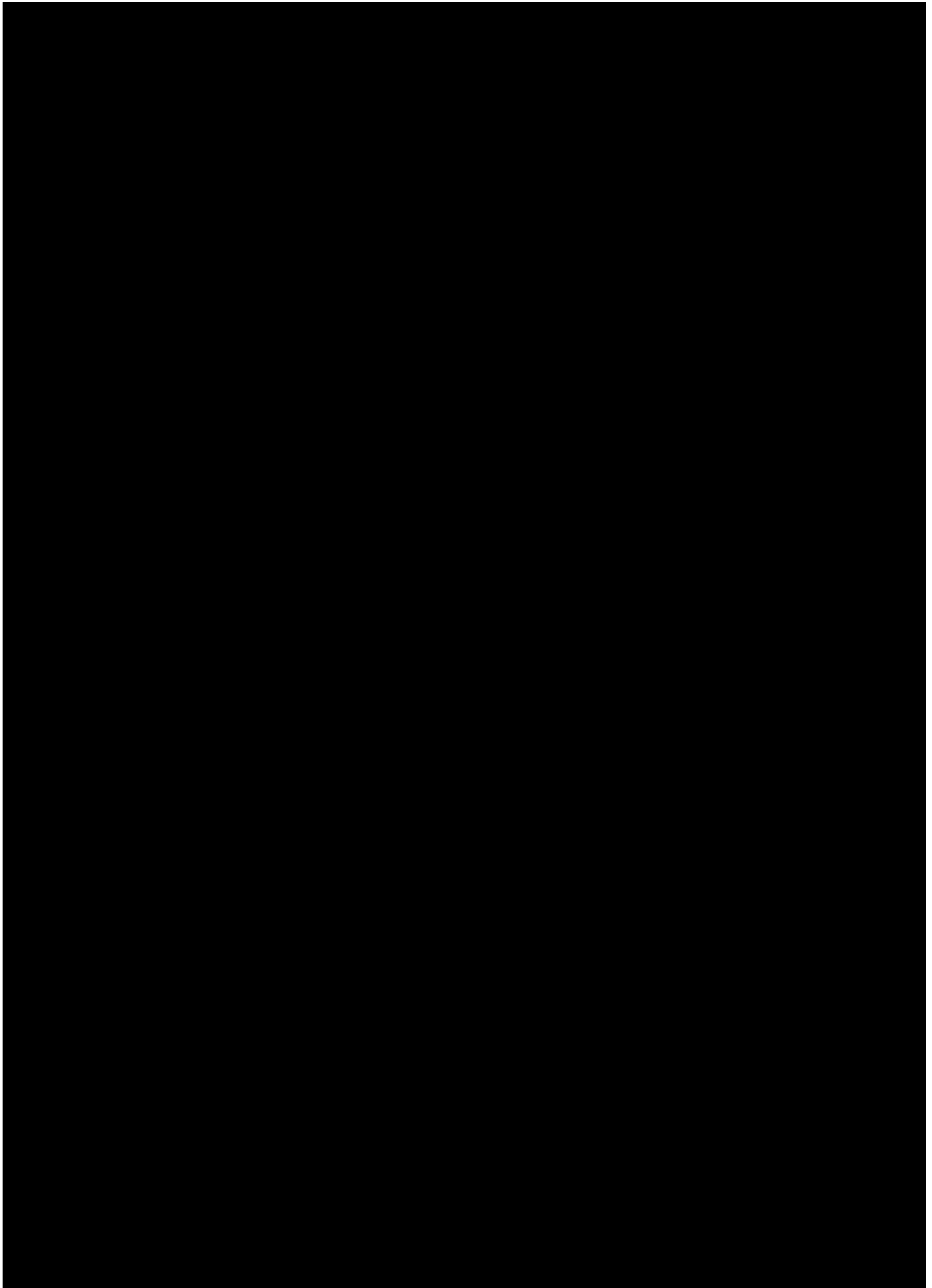
7.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited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

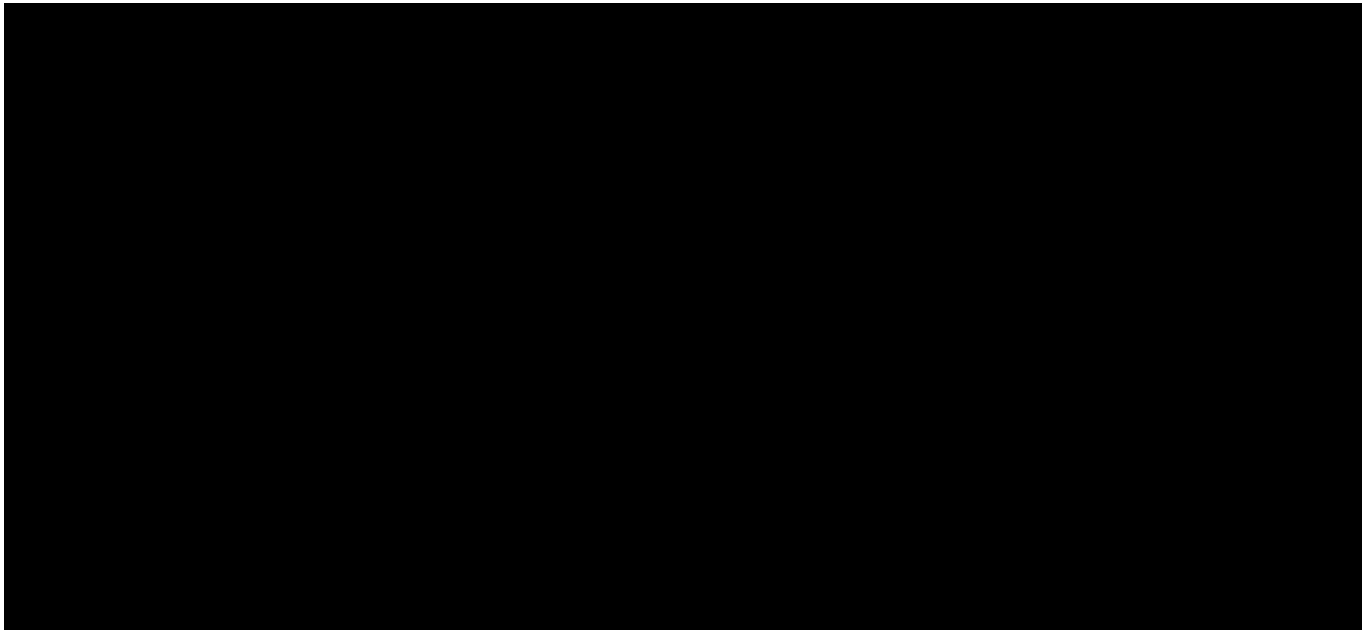
SECTION F – TENDER SCHEDULE

	Tender Schedule	Max marks
1.1	<p>Please provide an outline timetable and implementation plan showing how and when the specification requirements will be delivered</p> <p>[Redacted content]</p>	35 max marks









1.2	<p>Please provide a risk register for the delivery of the services outlined</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

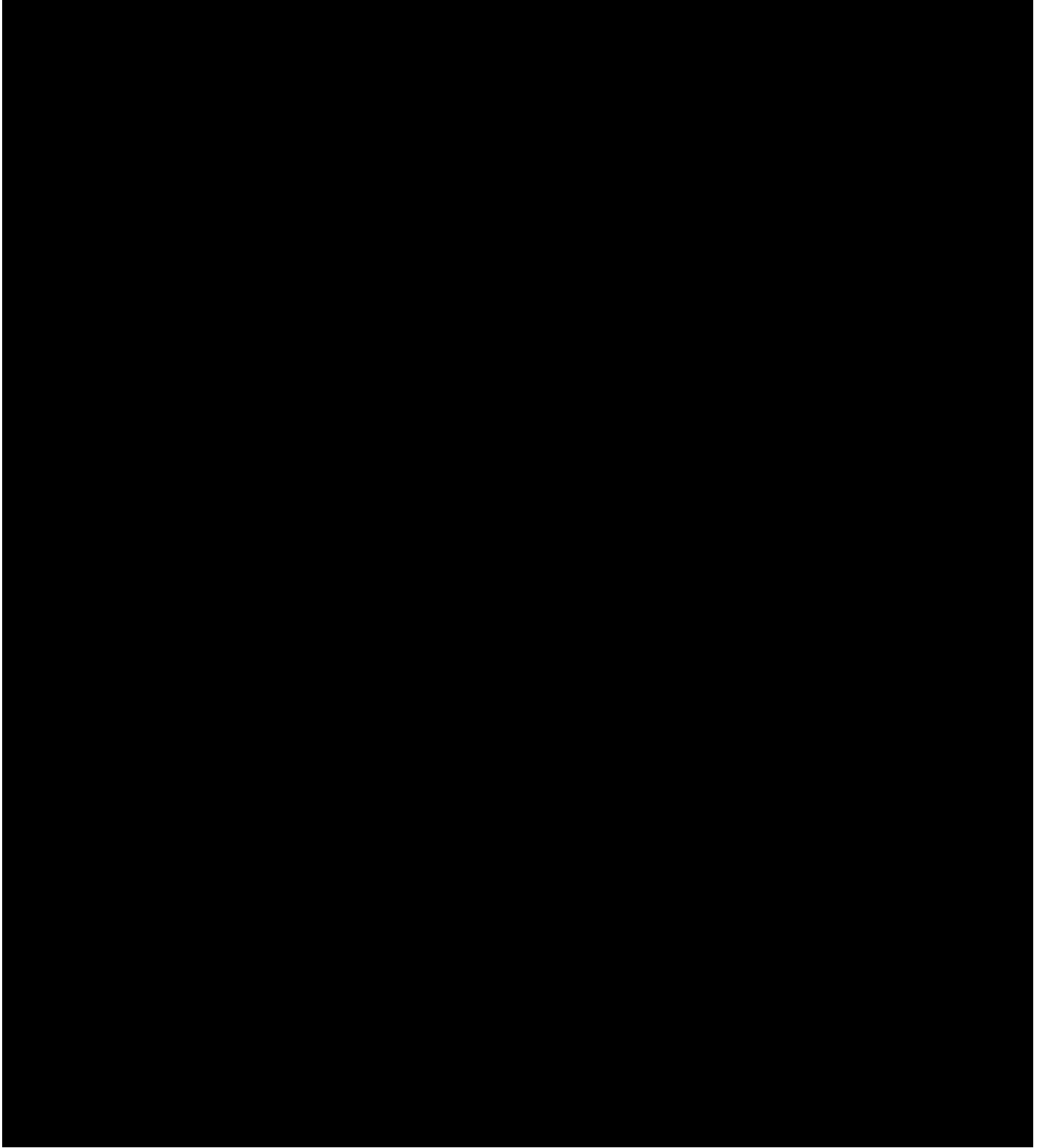
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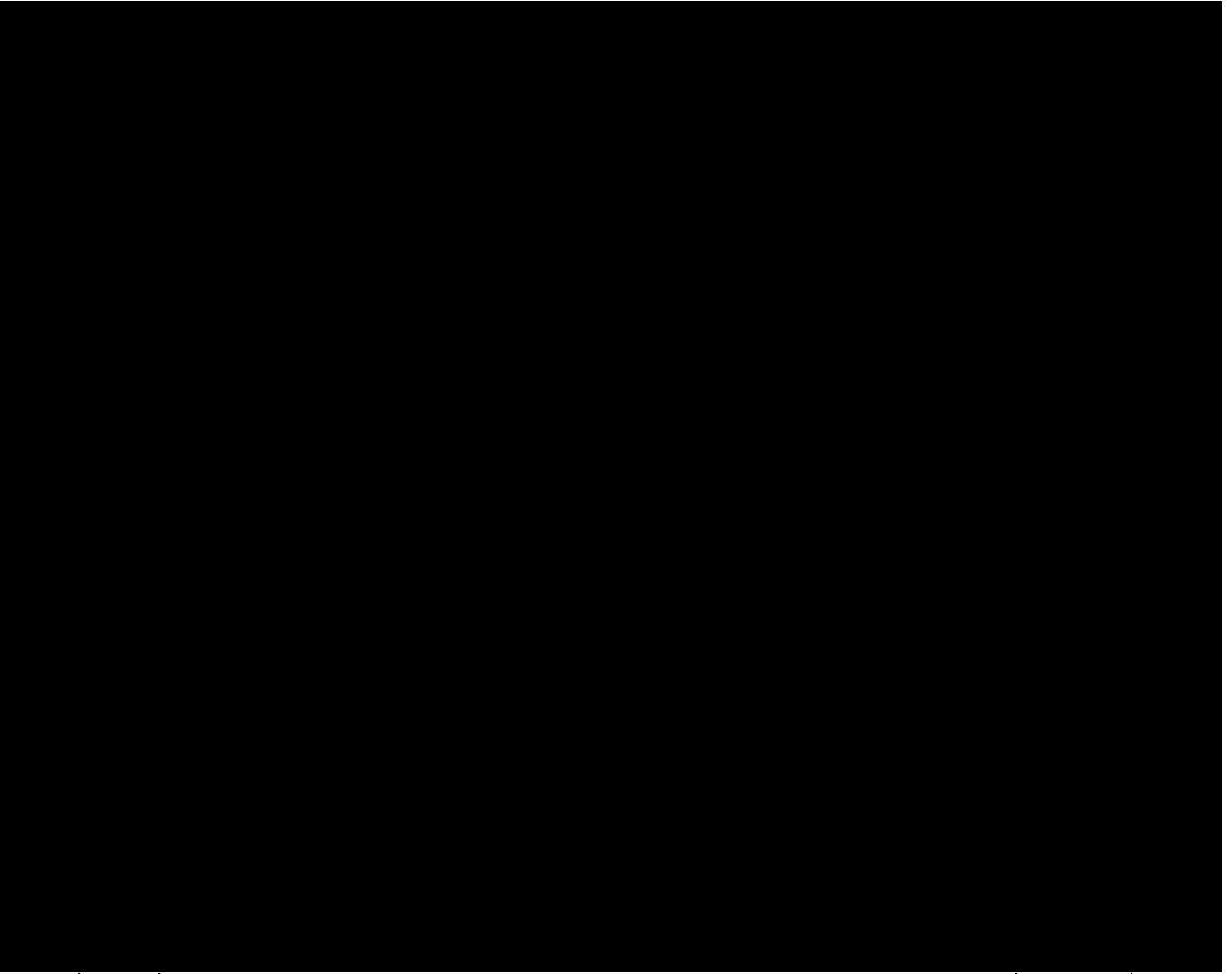
	<p>[Redacted]</p>	
1.3	<p>Please provide details of your proposed methodology for performance management, monitoring and data collection</p> <p>[Redacted]</p>	70 max marks

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	<p>[Redacted]</p>	
1.4	<p>Please provide details of any match funding or other possible funding streams you may have access to for supporting this work</p> <p>[Redacted]</p>	35 max marks
1.5	<p>Please provide your completed Diversity Monitoring Form for this service</p> <p>[Redacted]</p>	35 max marks





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1.6	<p>Please describe how your organisation intends to deliver the services as prescribed in the Specification e.g. effective management of the refuge and support for the residents, delivering an outreach service and achieving service outcomes etc.</p> <p>[Redacted text]</p>	140 max marks
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1.7	<p>Please describe what effective support systems your organisation has in place to ensure the provision of independence and choice results in a reduction of further harm and an increase in safety, empowerment and self-esteem for this contract.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]	35 max marks

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1.8	<p>Please describe your organisations ability to effectively integrate with and work in partnership with local partners, local services and referral pathways.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	140 max marks

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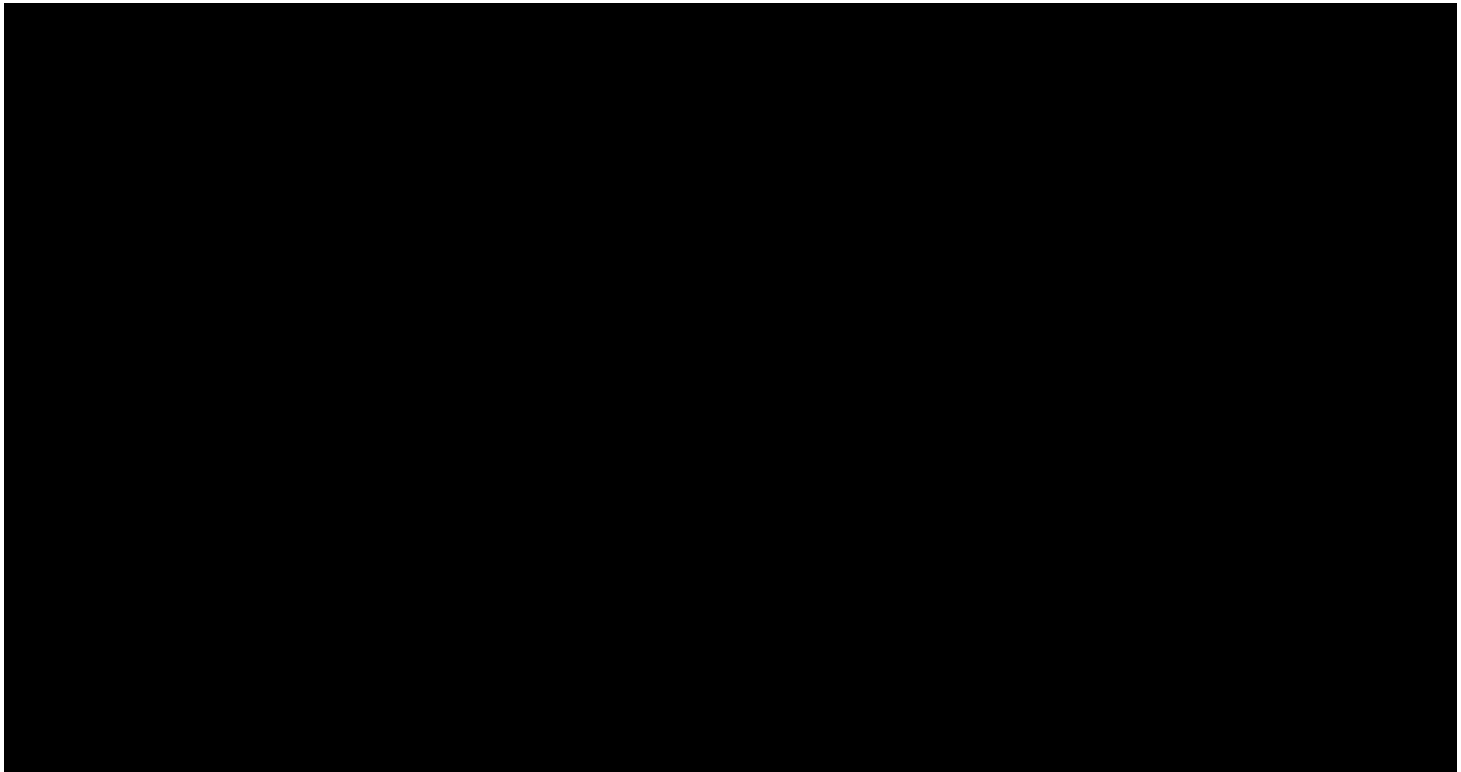
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	<p>[Redacted text]</p>	
1.9	<p>Please describe your organisations approach to securing social value outcomes described in the Outcomes Section of the Service Specification</p> <p>[Redacted text]</p>	70 max marks

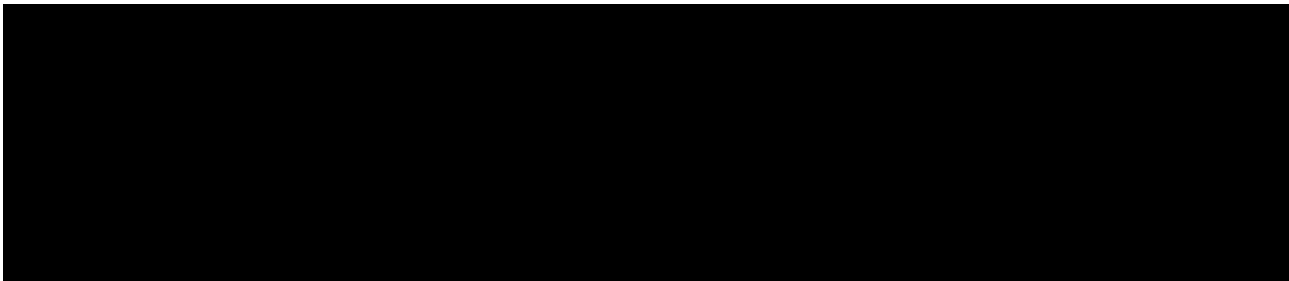
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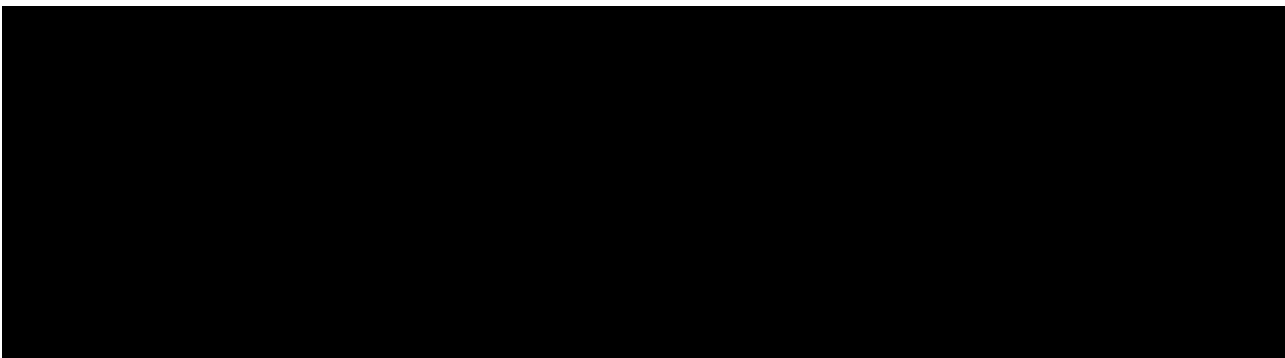
2	Pricing Schedule
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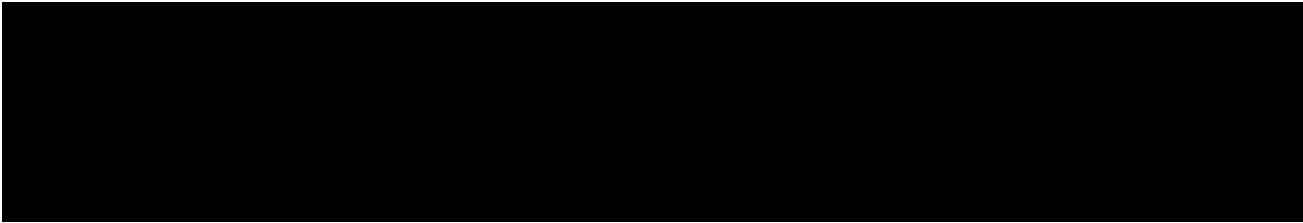


2.1 What is the amount of funding you are applying for per annum over the initial 3 year contract period from the 1 April 2017?

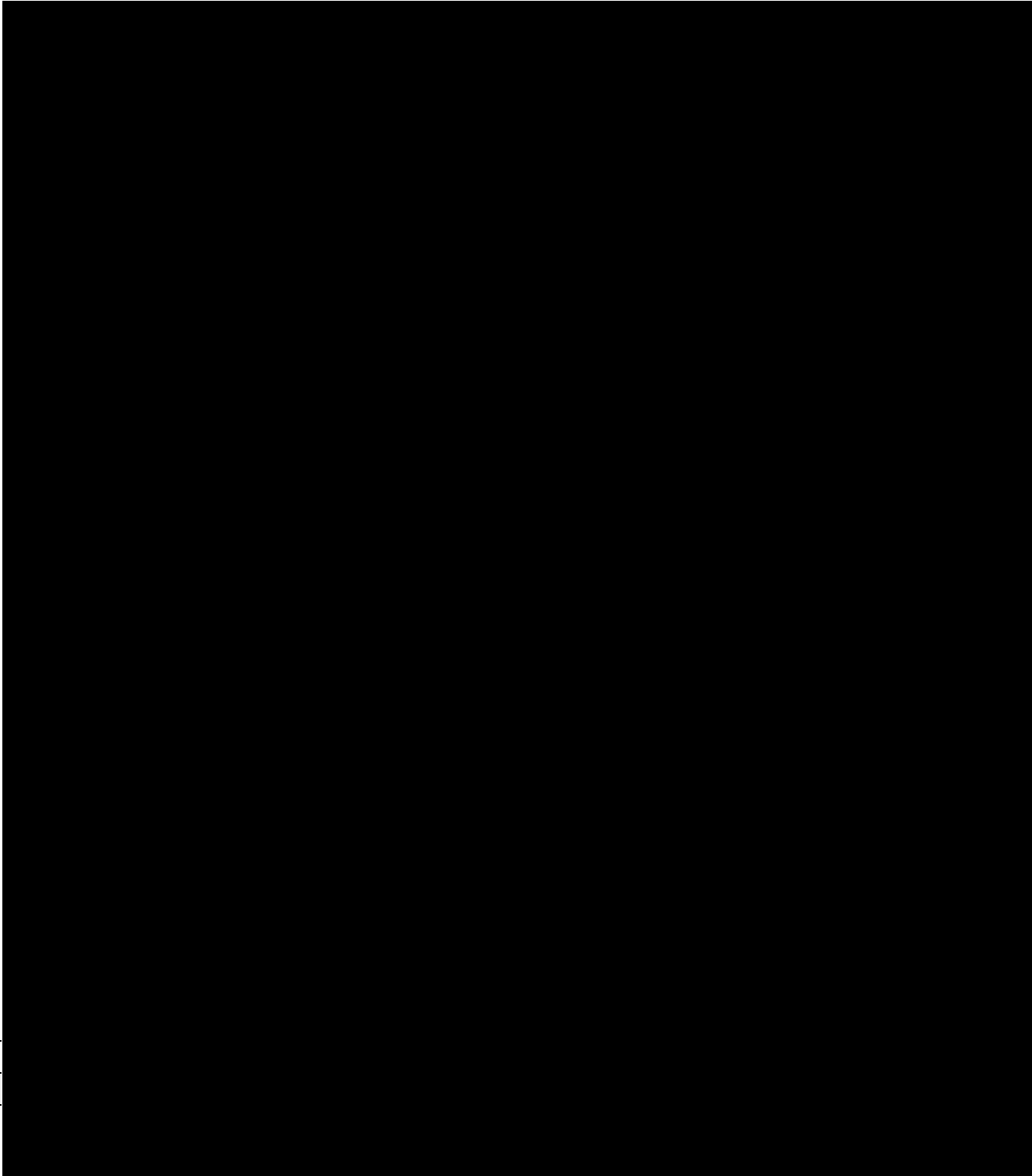


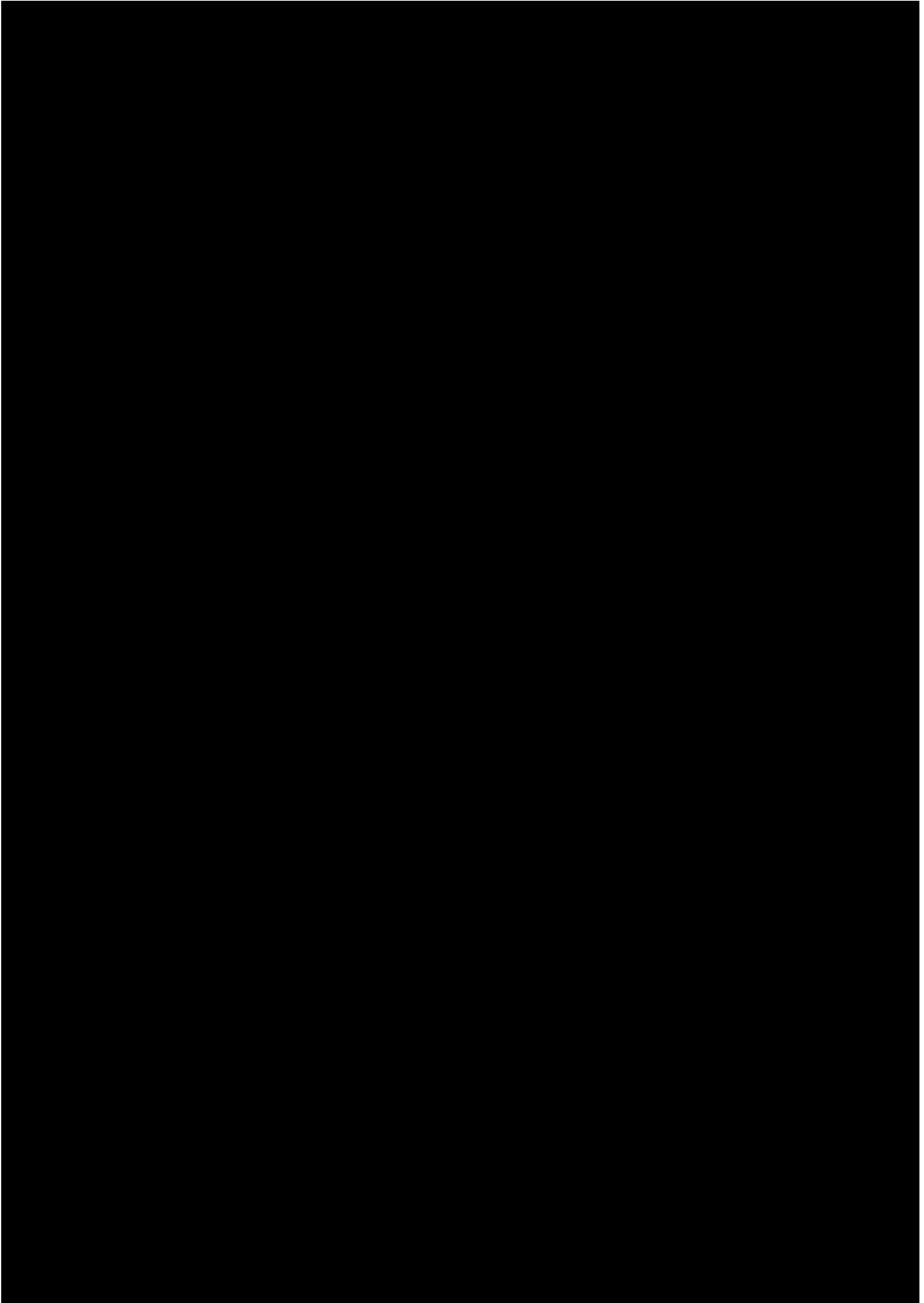
2.2 Please confirm the amount of any additional income that you will be able to provide per annum during the duration of the contract in order to reduce the amount of funding required set out in 2.1 above. (This will make up 10% of the overall marks available)

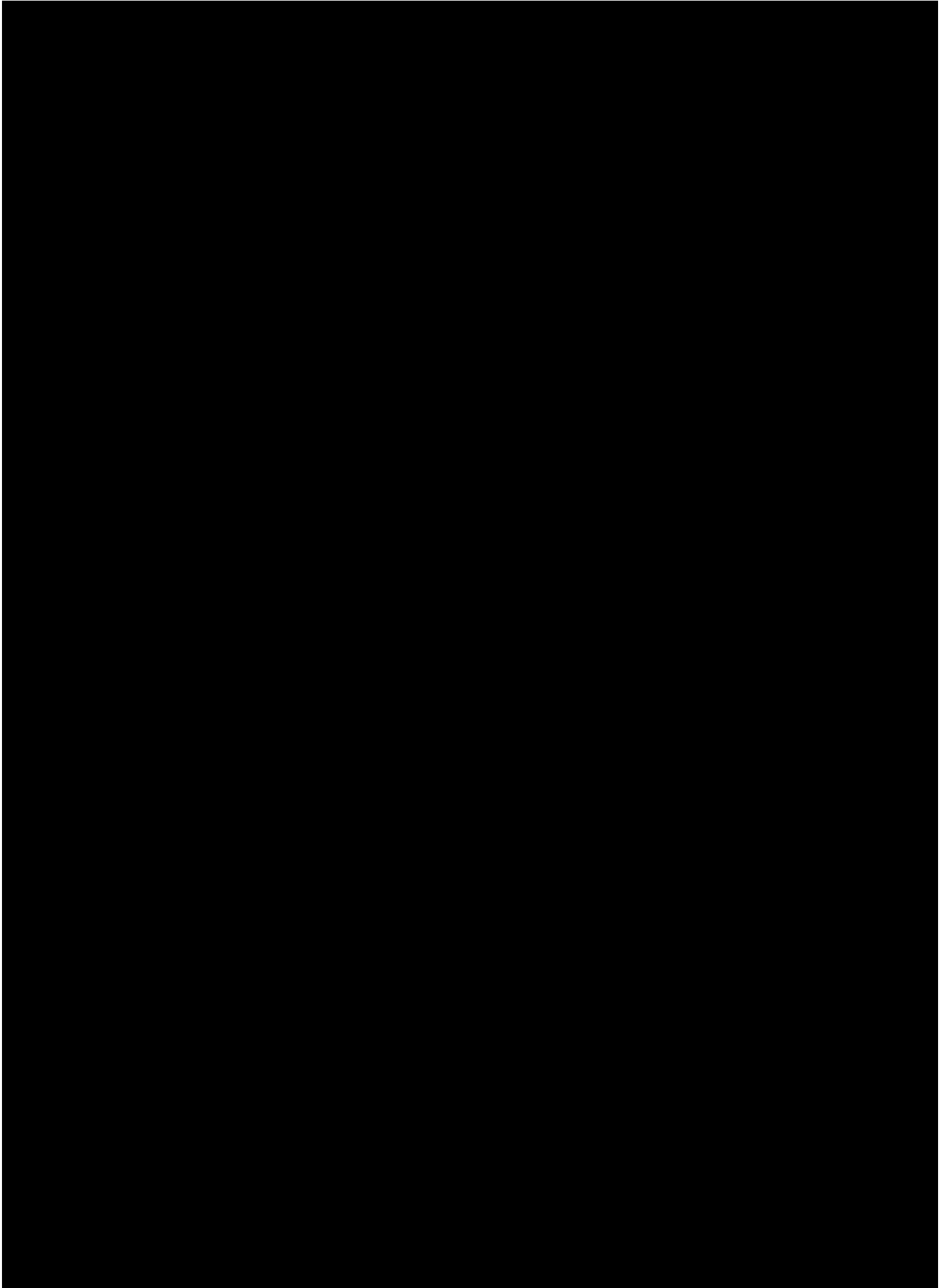


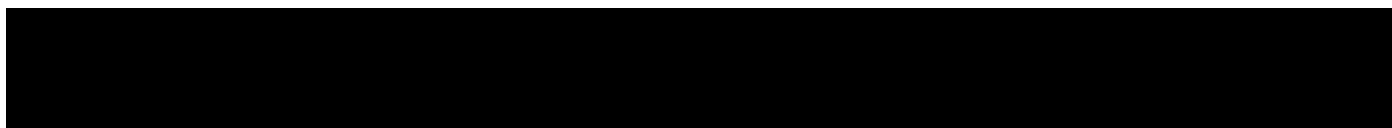
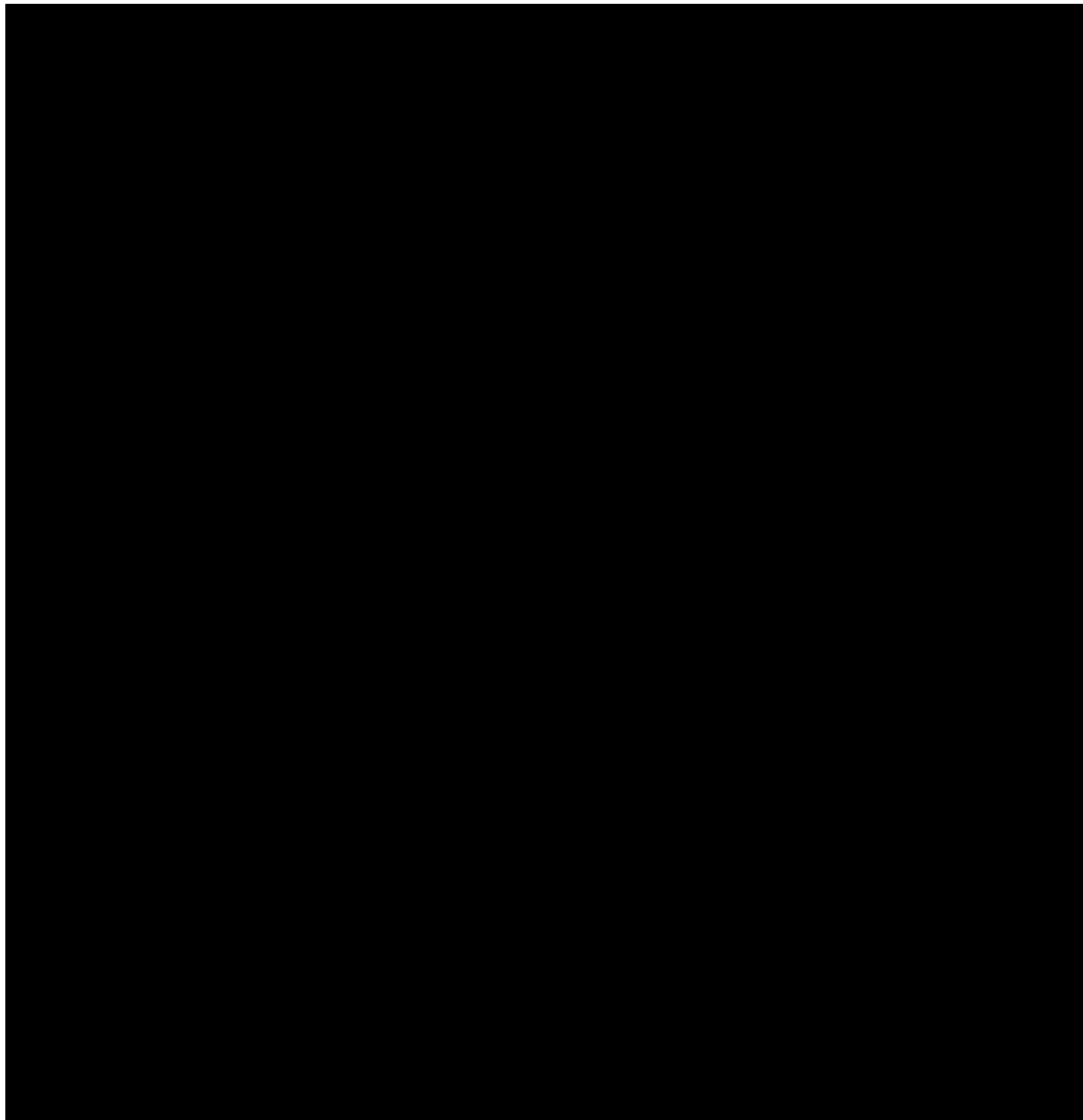


2.3 Please also describe below (including a breakdown of costs and resources) how you plan to use the overall available funding including any income to resource the service to deliver both a Refuge and Outreach Service based on the costings given; how will you meet the needs of male victims / LGBT Groups and BME groups. (This will make up 10% of the overall marks available)











personal & commercial info

Shropshire Housing
The Gateway
Auction Yard
Craven Arms
Shropshire
SY7 9BW
FAO

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th November 2016

Emailed to: [REDACTED]

Dear Bidder

PMCV 007 – REFUGE SERVICE COMMENCING ON 1ST APRIL 2017 FOR AN INITIAL PERIOD OF 3 YEARS WITH THE OPTION TO EXTEND FOR A FURTHER PERIOD OF UP TO 2 YEARS

SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to the Regulations; this period will end at midnight on 12th December 2016.

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

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

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

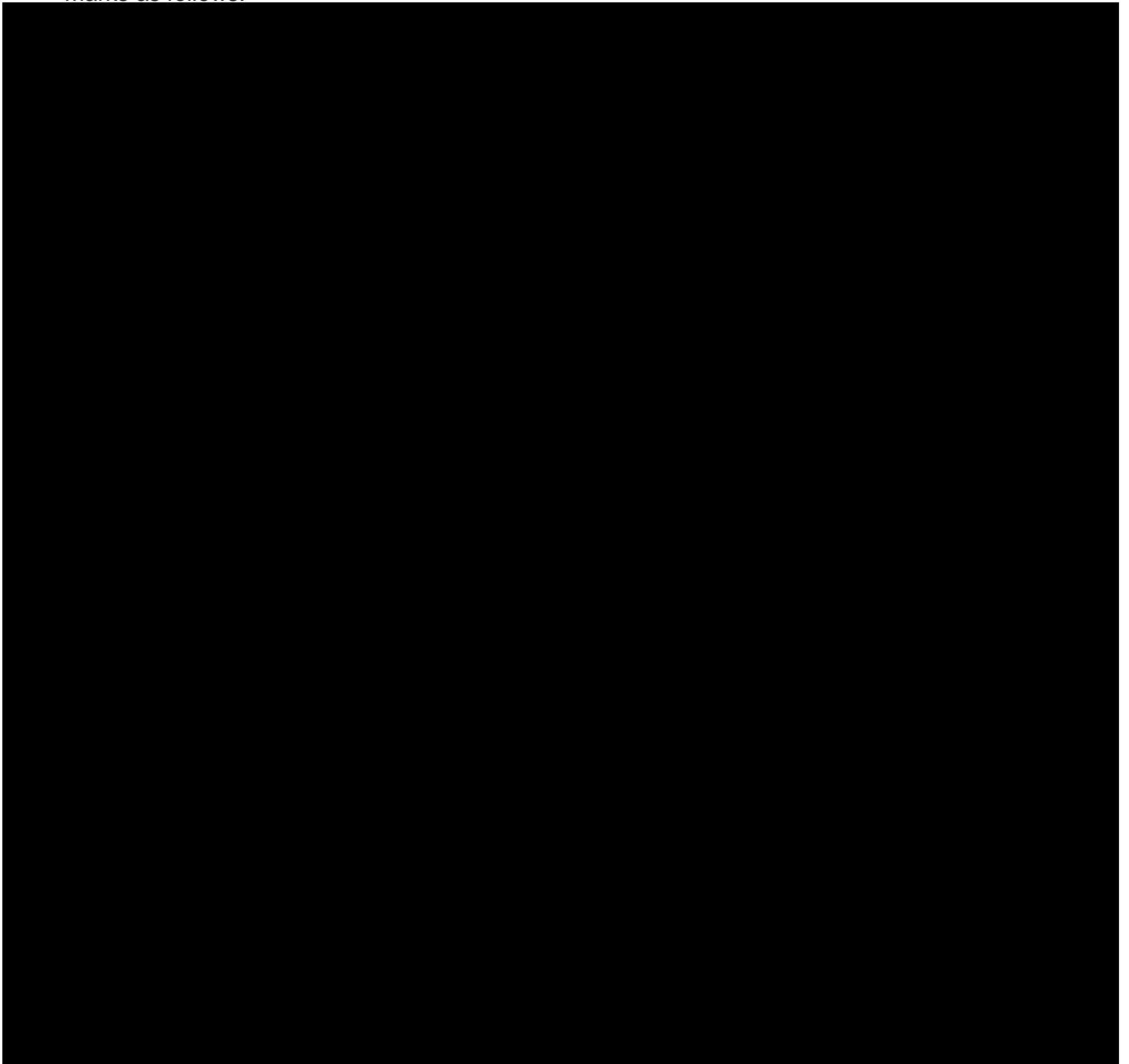
Criteria	Your Weighted Score	Your Rank (out of all 1 tenders received)
Price Q 2.1 (out of 90 marks)	■	■
Price Q 2.2 (out of 90 marks)	■	■



commercial info

Price Q 2.3 (out of 90 marks)	■	■
Quality (out of 630 marks)	■	■
Overall	■	■

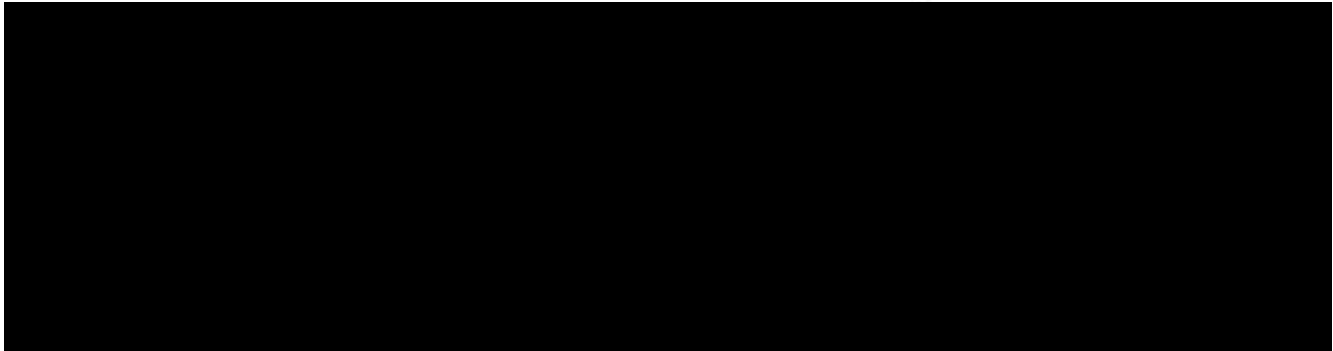
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-



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

personal info

Yours faithfully



Director of Public Health
Public Health

Consultant in Public Health Medicine
Public Health