



## TENDER NOTICE

### **SOC 001 – MARKETING & RECRUITMENT SERVICE FOR FOSTER CARERS AND ADOPTERS**

We are seeking experienced consultants to provide an audit of existing foster carers and adopters and develop a marketing strategy to target the type of foster carers and adopters required through a range of advertising and media events. A priority will be the updating of the current fostering brand image and creating an image for adoption in Shropshire. The contract will also include manning the existing free phone telephone line to recruit Foster Carers and Adopters (using the aid of a Filter Process) and pre-planned events (minimum of 3 per year).

The Contract will be for an initial period of 2 years with a commencement date of 1<sup>st</sup> April 2012, and depending on the level of performance and the ability to achieve successful outcomes for children and young people, will have an option to extend for a further 2 year period.

If you wish to receive tender documents, please email or write as soon as possible to [REDACTED], Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or email [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) quoting reference **SOC 001**

The deadline for the return of completed questionnaires is **12 noon 13<sup>th</sup> January 2012.**

personal info



As per email

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: [REDACTED]

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

Dear Sirs

**SOC 001 – MARKETING & RECRUITMENT OF FOSTER CARERS  
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Draft Service Specification
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. 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 13<sup>th</sup> January 2012** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

### Freedom of Information

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

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

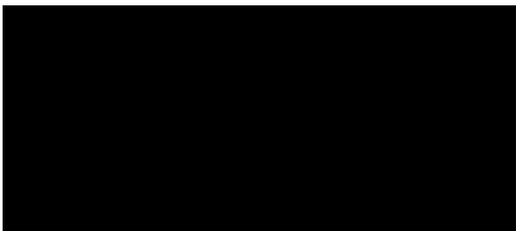
### Other Details

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

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

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

Yours faithfully



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



# **INSTRUCTIONS FOR TENDERING**

**SOC 001 MARKETING &  
RECRUITMENT OF FOSTER  
CARERS**

## Shropshire Council Instructions for tendering

### CONTRACT DESCRIPTION

We are seeking experienced consultants to provide an audit of existing foster carers and adopters and develop a marketing strategy to target the type of foster carers and adopters required through a range of advertising and media events. A priority will be the updating of the current fostering brand image and creating an image for adoption in Shropshire. The contract will also include manning the existing free phone telephone line to recruit Foster Carers (using the aid of a Filter Process) and pre-planned events (minimum of 3 per year).

The Contract will be for an initial period of 2 years with a commencement date of 1<sup>st</sup> April 2012, and depending on the level of performance and the ability to achieve successful outcomes for children and young people, will have an option to extend for a further 2 year period.

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the provision of a marketing and recruitment service for foster carers. The contract will be for an initial period 2 years commencing on the **1<sup>st</sup> April 2012** with the option to extend for a further period of 2 years
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

## **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.

### **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 using the label provided. Tenders must be submitted by the deadline of **noon, 13<sup>th</sup> January 2012. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

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

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

## **5.0 Variant Bids**

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

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

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

## **6.0 Tender Evaluation**

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

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

## **7.0 Clarifications**

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

**7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Procurement Manager, Commissioning and Procurement,

Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)) quoting the contract reference and title.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **6<sup>th</sup> January 2012**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

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

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

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

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

## **9.0 Confidentiality**

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

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

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

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

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

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

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

**9.7 Transparency of Expenditure**

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

**10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

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

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

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

## **12.0 E-Procurement**

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

## **13.0 Award of Contract**

### **13.1 Award Criteria**

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

### **13.2 Award Notice**

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

### **13.3 Transparency of Expenditure**

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

at the absolute discretion of the Council.

#### **14.0 Value of Contract**

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

#### **15.0 Acceptance**

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

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

#### **16.0 Payment Terms**

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

#### **17.0 Liability of Council**

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

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

**17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the

Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0 Declaration**

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself 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 .....

# **SHROPSHIRE COUNCIL**

## **GENERAL TERMS AND CONDITIONS**

### **FOR THE SUPPLY OF**

### **GOODS SERVICES AND WORKS**

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39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

## 1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

<b>'Agreement'</b>	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
<b>“Council Data”</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
<b>"Council Software"</b>	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
<b>"Council System"</b>	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
<b>“Council Representative”</b>	the representative appointed by the Council
<b>"Council"</b>	means Shropshire Council
<b>“Commercially Sensitive Information”</b>	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;
<b>“Confidential Information”</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information 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") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
<b>"Contractor Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
<b>"Contractor Software"</b>	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Protection Legislation"</b>	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;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	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)
<b>"FOIA"</b>	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
<b>"FOIA notice"</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner

<b>“Form Agreement” of</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
<b>“Goods”</b>	means all goods specified in the Agreement.
<b>“Hazardous Goods”</b>	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
<b>“Information”</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
<b>“Law”</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Packages”</b>	includes bags, cases, cylinders, drums, pallets and other containers
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Price”</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
<b>“Public body”</b>	as defined in the FOIA 2000
<b>'Purchase Order'</b>	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
<b>“Receiving Party”</b>	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
<b>“Regulatory Bodies”</b>	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;
<b>“Request for Information” of</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>"Security Policy"</b>	the Council's security policy as updated from time to time;
<b>“Services”</b>	means any and all of the services to be provided by the

	Contractor under this Agreement including those set out in any schedules or service descriptions.
<b>"Software"</b>	Specially Written Software, Contractor Software and Third Party Software;
<b>"Specially Written Software"</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
<b>"Working Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>"Works"</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
<b>'Writing'</b>	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

## **2. GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

### **3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS**

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

### **4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

### **5. PRICE AND PAYMENT**

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure

that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.

- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

## **6. DELIVERY**

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.

- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

## **7. LOSS OR DAMAGE IN TRANSIT**

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

## **8. INSPECTION**

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

## **9. REJECTION**

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection

and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## **10. TITLE - PASSING PROPERTY**

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

## **11. THE COUNCIL'S OBLIGATIONS**

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;

- b) provide the Contractor with any information reasonably required by the Contractor;
  - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
  - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

## **12. WARRANTIES**

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## **13 INDEMNIFICATION**

- 13.1 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.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

## **14. TERMINATION AND CANCELLATION**

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a) 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.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c) 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;
- d) the other party ceases to carry on its business or substantially the whole of its business; or
- e) 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.

## **15. ANTI-BRIBERY AND CORRUPTION (W) (Z)**

15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

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

**17. INDEPENDENT CONTRACTORS**

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

**18. SEVERABILITY**

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**19. ASSIGNING AND SUB-CONTRACTING**

19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, 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. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

**20. WAIVER**

20.1 The failure by either party to enforce at any time or for any period any one or more of these General 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.

## **21. HAZARDOUS GOODS**

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

## **22. NOTICES**

- 22.1 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
- 22.2 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

## **23. CONFIDENTIALITY (W) (Z)**

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
  - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
  - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
  - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's

Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

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

**23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)**

23A. 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.

23A. 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.

23A. 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.

23A. The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

**24. COUNCIL DATA**

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 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.

24.3 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.

24.4 The Contractor shall take responsibility for preserving the integrity of Council

Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- c) Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.

24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:

24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

## **25. PROTECTION OF PERSONAL DATA**

- 25.1 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.
- 25.2 The Contractor shall:
- 25.2.1 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);
  - 25.2.2 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;
  - 25.2.3 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;
  - 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
  - 25.2.5 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;
  - 25.2.6 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 ;
  - 25.2.7 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;
  - 25.2.8 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;
  - 25.2.9 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;
- 25.2.10 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;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 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
- 25.2.13 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.
- 25.2.14 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.

## **26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS**

- 26.1 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:

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 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;
- 26.2 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.
- 26.3 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:
  - 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 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;
  - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 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.

**27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)~~(Z)~~**

- 27.1 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.

**28. INSURANCE**

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will

be unlimited.

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

**29. EQUALITIES (W) (Z)**

- 29.1 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 in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by 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 .

- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 29.6 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.

**30. HUMAN RIGHTS (W) (Z)**

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.



**38. ENTIRE AGREEMENT**

38.1 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.

**39. FORCE MAJEURE**

39.1 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:-

39.1.1 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

39.1.2 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.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 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.

39.3 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):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 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.

#### **40. GOVERNING LAW AND JURISDICTION (W)**

40.1 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 and Welsh Courts

#### **41. COMPLAINTS PROCEDURE (W) (Z)**

41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, 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:

41.1.1 is easy to access and understand

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

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

41.2.2 someone who is independent of the matter complained of carries out

the investigation

- 41.2.3 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 Contactor's investigations
- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract 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
- 41.5 The Contactor 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.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 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.

## **42 DISPUTES**

- 42.1 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:-
  - 42.1.1 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 endeavors to resolve the dispute
  - 42.1.2 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 or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable

endeavors to resolve the dispute within 21 days of receipt of such notice

<b>Additional definitions for clauses 43 and 44</b>	
<b>"Security Plan"</b>	the Contractor's security plan prepared pursuant [to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)];
<b>"Staff Vetting Procedures"</b>	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

**43     STAFFING SECURITY**

- 43.1     The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2     The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

**44     SECURITY REQUIREMENTS**

- 44.1     The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2     The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3     If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4     Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations





# **Tender Response Document**

## **SOC 001 – MARKETING & RECRUITMENT OF FOSTER CARERS & ADOPTERS**

Name of TENDERING  
ORGANISATION  
(please insert)

## Shropshire Council Tender Response Document

### Contract Description:

We are seeking experienced consultants to provide an audit of existing foster carers and adopters and develop a marketing strategy to target the type of foster carers and adopters required through a range of advertising and media events. A priority will be the updating of the current fostering brand image and creating an image for adoption in Shropshire. The contract will also include manning the existing free phone telephone line to recruit Foster Carers & Adopters (using the aid of a Filter Process) and pre-planned events (minimum of 3/maximum of 6per year).

The Contract will be for an initial period of 2 years with a commencement date of 1<sup>st</sup> April 2012, and depending on the level of performance and the ability to achieve successful outcomes for children and young people, will have an option to extend for a further 2 year period.

### 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 and require further clarification, please contact: [REDACTED], Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk).
1. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - b) Where the tenderer is an individual, by that individual;
  - c) Where the tenderer is a partnership, by two duly authorised partners;
  - d) 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.
1. 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.
2. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers 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.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 60% (600 marks)</b>		
Section H / Q 1	Price	60% / 600 max marks
<b>Total for price</b>		<b>60% / 600 max marks</b>
<b>Quality 40% (400 marks)</b>		
Section H / Q 2.1, 2.2, 2.3	Service Delivery	20% / 200 max marks
Section H / Q 3.1, 3.2 & 3.3, 3.4	Marketing	20% / 200 max marks
<b>Total for quality</b>		<b>40% / 400 max marks</b>

Details of total marks for individual questions are set out in each question in Section H of the Tender Response Document.

**Quality Questions/ Scoring Scheme**

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

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

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

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

**The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.**

### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being **600**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

**Price will be evaluated on the total contract price per annum provided in question 1.1 of the Pricing Schedule included in the Tender Response Document**

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

Form of Tender

**Shropshire Council**

Tender for YMC 021.1 Marketing & Recruitment of Foster Carers & Adopters

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 a marketing and recruitment service for foster carers at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ..... Name.....

Date .....

Designation .....

Company.....

Address .....

.....

..... Post Code .....

Tel No ..... Fax No .....

E-mail address .....

Web address .....

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

Non-Canvassing Certificate

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

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

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

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

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

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

**Section A:**

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

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

**Yes / No**

If yes, please give details:

Name	Relationship

**Please note:**

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

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

## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	Name of contracting Company/Organisation:  Address:   Postcode:  Tel:  Email:	
1.2	Registered name (if different from above):  Registered Office Address:   Postcode:  Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond:  Name:  Job title:  Correspondence Address:   Postcode:  Tel:  Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:  Registered Name:   Registered Address:   Postcode:  Registration Number:	
2.4	How many years has your company been providing a marketing & recruitment service?  <div style="text-align: right;">..... years</div>	
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the provision of <b>marketing and recruitment service</b> ?  _____	

## **Section C:**

## Financial & Insurance Information

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2.	Financial Details
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p>

	<p style="text-align: center;"><b><u>Company</u></b> <b>Accounts</b> <b>Enclosed</b></p> <p style="text-align: center;"><b><u>Year</u></b></p> <p style="text-align: center;"><b>2008/09</b></p> <p style="text-align: center;"><b>2009/10</b></p> <p style="text-align: center;"><b>2010/11</b></p> <p style="text-align: center;"><b><u>Turnover</u></b></p> <p>£.....</p> <p>£.....</p> <p>£.....</p> <p style="text-align: center;"><b><u>Profit(Loss)</u></b></p> <p>£.....</p> <p>£.....</p> <p>£.....</p> <p style="text-align: center;">YES/NO</p> <p style="text-align: center;">YES/NO</p> <p style="text-align: center;">YES/NO</p> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>
2.2	<p>Please show below your company's turnover in the provision of <b>marketing and recruitment service</b> in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p>

<p><b><u>Year</u></b></p> <p><b>Turnover in relation to marketing and recruitment</b></p> <p><b>2008/09</b></p> <p><b>2009/10</b></p> <p><b>2010/11</b></p> <p><b>£.....</b> ..... ..... ..... .....</p> <p><b>£.....</b> ..... ..... ..... .....</p> <p><b>£.....</b> ..... ..... ..... .....</p>	
<p>(If exact figures are not available please provide your best estimate of the figures required)</p>	

**Section D:**  
**Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

--	--

<b>2.</b>	<b>Contract Terminations/Deductions</b>
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.

**Section E:  
Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies</i></p>

	<p><i>working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
1.6	<p>Do you routinely carry out Risk Assessments?</p>	YES/NO

1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)							
1.8	Do you have a health and safety training programme for employees?	YES/NO						
1.9	If YES to 1.8 please state what training has been given.							
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO						
1.11	Does your company have a recognised health & safety management system?  Please give details below:	YES/NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" data-bbox="432 1429 1015 1868" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" data-bbox="820 1429 1015 1458" style="text-align: center;"><b>Total</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1458 820 1630">No. of accidents reported under RIDDOR last year</td> <td data-bbox="820 1458 1015 1630"></td> </tr> <tr> <td data-bbox="432 1630 820 1868">No. of accidents reported under RIDDOR this year</td> <td data-bbox="820 1630 1015 1868"></td> </tr> </tbody> </table>		<b>Total</b>		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
<b>Total</b>								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	YES/NO
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	

2.	<b>Equal Opportunities</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul>	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disable persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> <li>- To promote good race relations</li> </ul>	

	How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

**Section F:**  
**Contract Experience and References**

<b>1. Contract Experience and References</b>					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>	<b>Contract Dates (From – To)</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

<b>2.</b>	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required services.</p>

## **Section G: Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. <b>(e.g. relevant ISO equivalent)</b> or EU Equivalent.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>
				<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

## **Section H: Tender Schedule**

<b>1.</b>	<b>Pricing Schedule</b>														
1.1	Please provide the total contract price per annum?														
1.2	Please complete the budget breakdown below in relation to the total contract price per annum  <b>Staffing:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 35%; text-align: left;">Post/Job Title</th> <th style="width: 30%;"></th> <th style="width: 35%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Hours per week</td> <td></td> <td></td> </tr> <tr> <td style="text-align: left;">Salary Range</td> <td></td> <td></td> </tr> <tr> <td style="height: 150px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Post/Job Title			Hours per week			Salary Range					
Post/Job Title															
Hours per week															
Salary Range															

<p><b>Item Description</b> <b>Budget 2012/2013</b></p> <p>Management &amp; Marketing Executives</p> <p>Support Staff</p> <p>Administration</p> <p>Premises</p> <p>Office Expenses</p> <p>Advertising</p> <p>Other</p>	
1.3	What is the price firm period for the total cost per annum?

<b>2.</b>	<b>Service Delivery</b>
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2.1	Please describe your experience of implementing contracts of a similar nature and identify timescales and milestones for establishing the necessary infrastructure and reaching full capacity	60 marks (weighting of 6)
2.2	How you will ensure Shropshire achieves a steady flow of foster carers and adopters with the skills to meet the targets set out in the Service Specification?	80 marks (weighting of 8)

2.3	Please describe your marketing plan identifying the overall aims and objectives of the service, the timescales involved with regard to setting up a free phone telephone line to recruit foster carers/adopters and pre-planned events	60 marks (weighting of 6)
<b>3</b>	<b>Marketing</b>	
3.1	Please describe how you intend to update the current Fostering brand image in Shropshire	60 marks (weighting of 6)

3.2	Please describe how you intend to create and launch a brand image for Adoption in Shropshire. Please set out how you would link this to the Fostering brand image.	60 marks (weighting of 6)
3.3	Please describe the types of marketing methods you will use and provide evidence of how these methods have worked in similar contracts you have undertaken?	40 marks (weighting of 4)

3.4	What type of events do you intend to run throughout the term of the contract?	40 marks (weighting of 4)
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## **SCHEDULE 1**

### **Draft Service Specification**

The Council has held a Contract with an independent Consultant to manage the marketing of the Council's Foster Care Service and the recruitment of its Foster Carers for a number of years. Due to the expiry of that Contract the Council is seeking tenders from agencies in order to continue the services to: **arrange mini advertising campaigns** (such as private fostering); man the free phone telephone line; recruit Foster Carers and Adopters; **and highlight areas that may need publicising with the use of promotional material / advertising.**

A partnership arrangement with the right agency would aim to:

- Fast-track the application process for prospective Foster Carers/Adopters through the provision of both a dedicated enquiry line and standardised information.
- Set up and maintain a system designed to 'progress chase' applications by adhering to pre-set timescales.
- Co-ordinate several high profile events to aid the recruitment of new carers/adopters.

The Consultant will draft a marketing and recruitment plan to target the type of foster carers/adopters required through a range of advertising media and events. The Council will take responsibility for the design, branding and production of leaflets and publications.

This will result in a number of applicants receiving information packs, being filtered through the Filter Process and passed through to the Council.

#### **1.0 RECRUITMENT OF FOSTER CARERS/ADOPTERS**

1.1 Our Foster Care numbers at the commencement of the Contract should be 112. The Consultant will seek to attract and recruit Foster Carers to meet the following targets:

by 31 March 2013 - total of 118 carers

by 31 March 2014 - total of 124 carers

Further targets will be set throughout the term of the Contract.

As our number of approved adopters can be very fluid we would measure increases in % terms so depending the number we have approved as at 01 April 2012 we would expect that:

By 31 March 2013 – a 10% increase in approved adopters

By 31 March 2014 – a further 15% increase in approved adopters

- 1.2 **To do this the Consultant will produce a marketing and recruitment plan containing the following:**
  - 1.2.1 **a comprehensive timetable for promotion of the Foster Carers/Adopters advertising campaign / and new adoption brand image by 1 June 2012;**
  - 1.2.2 **a programme of activities / events;**
  - 1.2.3 **detail of support material which may be required, ie pop-up stands.**
- 1.3 Present the marketing and recruitment plan to the Authorised Officer and other relevant Council Officers at a single meeting (organised by the Consultant) where the Consultant will detail:
  - 1.3.1 **the proposed advertising campaign covering (including timescales and the target areas);**
  - 1.3.2 **the advertisements.**
- 1.4 Make any amendments required by the Council.
- 1.5 Will use the following methods of advertising which shall include:
  - 1.5.1 **A telephone Response line** (enquiry line)  
The Consultant will continue to maintain the Freephone telephone response line.
  - 1.5.2 **Pre-planned events**  
The Consultant will arrange a minimum of 3/maximum of 6 events per year at locations throughout Shropshire. This will be done in tandem with other campaigns running under this Agreement. Each event will require a representative of the Council and the Contractor who will liaise prior and agree how the event will proceed; each will then attend the event to provide assistance and support.
  - 1.5.3 **Posters**  
The Consultant will arrange the distribution of posters to the target audience including sports centres, libraries, schools, colleges and to all Shropshire homes using venues agreed from time to time.
  - 1.5.4 **Leaflets**  
The Consultant will distribute a minimum of 120,000 leaflets (for direct mail and general distribution). 1<sup>st</sup> drop June 2012, 2<sup>nd</sup> January/ February 2013.

## **2.0 OTHER WORK:**

- 2.1 The Consultant may be required to recruit carers/adopters for older children and children with disabilities.
- 2.2 The Consultant may be required to produce a marketing and recruitment plan which details how it will raise awareness about Private Fostering which will include:
- 2.2.1 the timetable for promotion of a mini Private Fostering advertising campaign;
- 2.2.2 a selection of support material which may be required.
- 2.3 The Consultant may be required to present the marketing and recruitment plan to the Authorised Officer and other relevant Council Officers at a single meeting (organised by the Consultant) where the Consultant will detail:
- 2.3.1 **the proposed advertising campaign covering (including timescales and the target areas);**
- 2.3.2 **provide a selection of draft support material and advertisements.**
- 2.4 The Consultant will be required to make any amendments required by the Council.

## **3.0 WORK ONGOING THROUGH THE TERM OF THE CONTRACT**

- 3.1 The Consultant will continue to:
- 3.1.1 operate the single response point to receive all enquires generated by campaign activities for Foster Carers/Adopters.
- 3.1.2 despatch brochures / information packs and personal letters to all parties who express an interest;
- 3.1.3 follow up all enquiries and filter and take the necessary actions including providing further information;
- 3.1.4 distribute support material which will be used by the Consultant throughout the term of this Agreement to include:
- a comprehensive but simple brochure / information pack which will provide information to applicants about fostering caring/adoption for the Council;
  - leaflets and posters in a range of sizes and styles;
- 3.2 The Consultant shall ensure that all parties who express interest in becoming a Foster Carer/Adopter are put through the Filter Process (as detailed in paragraph 3.4 below).

- 3.3 All promotional material used by the Consultant for the Foster Carers'/Adopters' recruitment campaign shall carry a dedicated telephone number. The Consultant shall ensure that a member of its staff (who is suitably knowledgeable about the process of becoming a Foster Carer/Adopter for the Council) is available to answer any queries interested parties may have.
- 3.4 The Filter Process is a series of filter checks as set out below:
- 3.4.1 for the first part of the Filter Process the Consultant will ensure that a member of staff has an initial telephone interview with the applicant where a number of basic questions will be asked of the applicant (the nature of these questions must be agreed with the Council in advance) all queries will also be answered;
  - 3.4.2 if the applicant wants to proceed further then the Consultant will ensure that the applicant is forwarded a detailed information pack within 3 working days (of the initial telephone call) about applying further;
  - 3.4.3 within 10 working days of the information pack being despatched the Consultant will carry out the second part of the Filter Process which shall involve the Consultant in telephoning the applicant and taking them through a series of questions (the format of which must be agreed with the Council in advance);
  - 3.4.4 the answers to these question shall determine whether the applicant shall be deemed suitable to continue with their application to become a Foster Carer/Adopter. The Consultant will consult the Council for guidance on what is deemed unsuitable;
  - 3.4.5 if an applicant is suitable and wishes to continue with their application then the Consultant will ensure that the applicant is clear about what will happen next and who will contact them including likely time scales/
- 3.5 If the Consultant is unsure whether the candidate is suitable for any particular reason it will consult the Authorised Officer.
- 3.6 The Consultant will ensure that it devises a form (to be agreed with the Council in advance) which will contain sufficient written information on each applicant who has successfully completed the Filter Process.
- 3.7 The Consultant will ensure that this information is handed to the Council within 7 working days of part two of the Filter Process being completed so that the Council can progress each application further.
- 3.8 The Consultant will collect any relevant details of every single attendee to these events and follow up enquiries.
- 3.9 **Unplanned Projects**

**In addition to the above, the Consultant has agreed that it will carry out any additional advertising or projects as required by the Council on an adhoc basis.**

#### **4.0 HAND-OVER PERIOD**

The Consultant will ensure that by the Completion Date:

- 4.1 At least 200 applicants per year will have been filtered through the Filter Process (preferably evenly split between fostering and adoption).
- 4.2 All enquiries that are still being received and processed by the Consultant by the Completion Date will be passed to the Council and will confirm:
  - 4.2.1 which stage of the Filter Process each of the applicants is at;
  - 4.2.2 sufficient written details of the applicants as required by paragraph 3.6 so that the Council can progress the enquiry further;
- 4.3 All publicity, promotional material and information packs not used during the Term will be handed over to the Council and will become their property.
- 4.4 That additional material can be reprinted subject to agreeing a reasonable cost with the Council.

Within 3 months of the Completion Date the Consultant will (at the request from the Council) provide up to 14 hours follow up support (the cost of which is included in the Payments) to the Council to assist in any problems that may occur in relation to the Work completed by the Consultant and the hand-over phase.

#### **5.0 PROGRESS MEETINGS**

- 5.1 Each year the Council will call at least one per quarter progress meeting and the Consultant will send representatives to discuss:
  - 5.1.1 the preparation and progress of the Work including an update on the number of applicants the Consultant has going through the Filter Process;
  - 5.1.2 specific details of Work methods and materials drafts of which will be produced by the Consultant and shared with the Council at each meeting;
  - 5.1.3 any information each of the parties requires to complete the Work;
  - 5.1.4 details of the spend to-date on the Service;
  - 5.1.5 any problems being experienced.

- 5.2 The Consultant shall make brief notes of what was discussed and agreed at each Progress Meeting and forward these to the Council before the next meeting.
- 5.3 The Consultant will take all reasonable steps to comply with any requests from the Council to amend or halt or to reject any Work which has been shown to the Council in the process of preparation.

## **6.0 OUTPUTS**

- 6.1 It is expected that the Work produced by the Consultant will result in the Council having:
  - 6.1.1 an increased range of Foster Carers/Adopters who meet the targets as set out in this Agreement, and who have a mixture of skills from different areas which will meet various needs of young people that need to be fostered/adopted.

## **7.0 OUTCOMES**

The Outcomes of the Consultants' Work should ensure:

- 7.1 That at least 200 new applicants have been put through the Filter Process per annum.
- 7.2 Sufficient information has been passed to the Council on all parties interested in becoming a Foster Carer/Adopter to ensure a smooth hand-over as per the requirements of Paragraph 4.



# **Tender Response Document**

## **SOC 001 – MARKETING & RECRUITMENT OF FOSTER CARERS & ADOPTERS**

Name of TENDERING  
ORGANISATION  
(please insert)

**Ontrac Agency Ltd**

**Contract Description:**

We are seeking experienced consultants to provide an audit of existing foster carers and adopters and develop a marketing strategy to target the type of foster carers and adopters required through a range of advertising and media events. A priority will be the updating of the current fostering brand image and creating an image for adoption in Shropshire. The contract will also include manning the existing free phone telephone line to recruit Foster Carers & Adopters (using the aid of a Filter Process) and pre-planned events (minimum of 3/maximum of 6per year).

The Contract will be for an initial period of 2 years with a commencement date of 1<sup>st</sup> April 2012, and depending on the level of performance and the ability to achieve successful outcomes for children and young people, will have an option to extend for a further 2 year period.

**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 and require further clarification, please contact: [REDACTED], Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) .
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.
1. 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.
2. Where copies of certificates and other details are requested **a copy must accompany the hard copy** of your Tender Response Document.

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A4	Declaration of Connection with Officers or Elected Members of the Council	8
<b>You must sign all 4 certificates in sections A1 to A4</b>		
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## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers 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.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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
<b>Price 60% (600 marks)</b>		
Section H / Q 1	Price	60% / 600 max marks
<b>Total for price</b>		<b>60% / 600 max marks</b>
<b>Quality 40% (400 marks)</b>		
Section H / Q 2.1, 2.2, 2.3	Service Delivery	20% / 200 max marks
Section H / Q 3.1, 3.2 & 3.3, 3.4	Marketing	20% / 200 max marks
<b>Total for quality</b>		<b>40% / 400 max marks</b>

Details of total marks for individual questions are set out in each question in Section H of the Tender Response Document.

**Quality Questions/ Scoring Scheme**

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

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

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

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

**The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.**

### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being **600**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

**Price will be evaluated on the total contract price per annum provided in question 1.1 of the Pricing Schedule included in the Tender Response Document**

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

Form of Tender

**Shropshire Council**

Tender for YMC 021.1 Marketing & Recruitment of Foster Carers & Adopters

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 a marketing and recruitment service for foster carers at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ..... Name..... [REDACTED]

Date .....3/1/2012.....

Designation ..... [REDACTED]

Company.....Ontrac Agency.....

Address .....Unit 46 Mochdre Enterprise Park, Newtown, Powys.....

.....

..... Post Code .....SY16 4LE.....

Tel No ...01686 620400..... Fax No .....01686 623102.....

E-mail address ..... [REDACTED].....

Web address .....www.ontracagency.com.....

**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... [REDACTED] .....

Signed (2) ..... Status... [REDACTED]

(For and on behalf of .....Ontrac Agency.....)

Date .....3/1/2012.....

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

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) ..... Status...  .....

Signed (2) ..... Status...  .....

(For and on behalf of .....Ontrac Agency.....)

Date .....3 January 2012.....

**Section A:**

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

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

**Yes / No**

If yes, please give details:

Name	Relationship

**Please note:**

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

Signed (1) .....	Status..... 
Signed (2) .....	Status..... 
(For and on behalf of .....Ontrac Agency.....)	
Date .....3./1/2012.....	

## **Section B: Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	<p>Name of contracting Company/Organisation: The Ontrac Agency Limited</p> <p>Address: Unit 46 Mochdre Enterprise Park Newtown Powys</p> <p>Postcode: SY16 4LE</p> <p>Tel: 01686 620400</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: Grenville Court Burnham</p> <p>Postcode: SL1 8DF</p> <p>Company registration number: [REDACTED]</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: [REDACTED]</p> <p>Correspondence Address: Unit 46 Mochdre Enterprise Park Newtown Powys</p> <p>Postcode: SY16 4LE</p> <p>Tel: 01686 620400</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please tick all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	Yes
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>

(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 06/07/200- but members of the team have been involved in fostering recruitment and marketing since 1992.	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing a marketing & recruitment service?	■ years
2.5	Total number of employees: ■	
2.6	<p>Total number of employees engaged solely in the provision of <b>marketing and recruitment service?</b></p> <p>■■■■■■■■■■ ■■■■■■■■■■</p>	

## Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Aviva Insurance</p> <p>Date policy taken out              14 December 2011</p> <p>Expiry date of the policy          13<sup>th</sup> December 2012</p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Aviva Insurance</p> <p>Date policy taken out              14 December 2011</p> <p>Expiry date of the policy          13<sup>th</sup> December 2012</p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO
	APPENDIX ONE	

2.	<b>Financial Details</b>
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts APPENDIX TWO</p>



2.2	Please show below your company's turnover in the provision of <b>marketing and recruitment service</b> in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b>

<u>Year</u>	
<b>Turnover in relation to marketing and recruitment</b>	
<b>2008/09</b>	
<b>2009/10</b>	
<b>2010/11</b>	
[REDACTED]	
[REDACTED]	
[REDACTED]	

(If exact figures are not available please provide your best estimate of the figures required)

**Section D:**  
**Outstanding Claims and Contract Terminations**

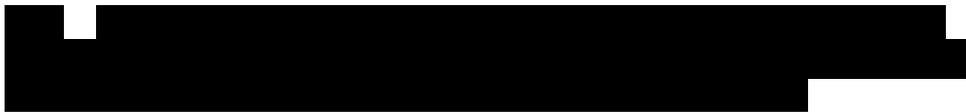
<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>
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1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

<b>2. Contract Terminations/Deductions</b>		
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  N/A	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  N/A	

## **Section E: Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<p>YES/NO APPENDIX 3</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	<p>YES/NO</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p>	

	Please tick here if a copy of certificate attached <input type="checkbox"/>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)  	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.  Employees are provided with Health and Safety training and a Folder on joining the company as part of the Induction process. This includes the Company Health and Safety Policy, Fire Emergency Action Planning Policy, Health and Safety Manual and Health & Safety Keycards..	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
1.11	Does your company have a recognised health & safety management system? Please give details below:  	YES/NO

<p>1.12</p>	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="432 257 1015 701"> <thead> <tr> <th colspan="2" data-bbox="821 257 1015 293" style="text-align: center;"><b>Total</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="432 293 821 472"> <p>No. of accidents reported under RIDDOR last year</p> <p>None</p> </td> <td data-bbox="821 293 1015 472"></td> </tr> <tr> <td data-bbox="432 472 821 701"> <p>No. of accidents reported under RIDDOR this year</p> <p><small>None</small></p> <p>None</p> </td> <td data-bbox="821 472 1015 701"></td> </tr> </tbody> </table>	<b>Total</b>		<p>No. of accidents reported under RIDDOR last year</p> <p>None</p>		<p>No. of accidents reported under RIDDOR this year</p> <p><small>None</small></p> <p>None</p>		
<b>Total</b>								
<p>No. of accidents reported under RIDDOR last year</p> <p>None</p>								
<p>No. of accidents reported under RIDDOR this year</p> <p><small>None</small></p> <p>None</p>								
<p>1.13</p>	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div>	<p>YES/NO</p>						
<p>1.14</p>	<p>Will you be using any sub contractors as part of this contract?</p>	<p>YES/NO</p>						
<p>1.15</p>	<p>If YES to 1.14 please give details of who your sub contractors are.</p>							
<p>1.16</p>	<p>If YES to 1.14 how do you ensure they are competent?</p>							

1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div>
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2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in</p>	<p>Enclosed YES/NO</p>

	<p>which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"><li>- UK/EU equalities and discrimination legislation includes:-</li><li>- Sex Discrimination Act 1975</li><li>- Equal Pay Acts 1970 and 1983</li><li>- Race Relations Act 1976</li><li>- Disability Discrimination Acts 1995 and 2005</li><li>- Employment Equality (Religion or Belief) Regulations 2003</li><li>- Employment Equality (Sexual Orientation) Regulations 2003</li><li>- Human Rights Act 1998</li><li>- Equality Act 2006</li></ul>	APP 4
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"><li>- Promote equality of opportunity between disabled persons and other persons</li><li>- Eliminate unlawful harassment and discrimination</li><li>- Promote positive attitudes towards all people</li><li>- Encourage participation by disabled people</li><li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li><li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li><li>- To promote good race relations</li></ul> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <div data-bbox="272 1272 1422 1447" style="background-color: black; width: 100%; height: 78px;"></div> <div data-bbox="272 1473 1422 1682" style="background-color: black; width: 100%; height: 93px;"></div> <div data-bbox="272 1709 1422 1816" style="background-color: black; width: 100%; height: 48px;"></div> <div data-bbox="272 1843 1422 1951" style="background-color: black; width: 100%; height: 48px;"></div> <div data-bbox="272 1977 1422 2040" style="background-color: black; width: 100%; height: 28px;"></div>	

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p>See relevant pages of employee handbook Appendix 4 (i)</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div>	

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>[REDACTED]</p>

2.10	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5. N/A	Confirmed YES/NO
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## Section F: Contract Experience and References

<b>1. Contract Experience and References</b>					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. <b>These contracts are not based on values but relevance to work being applied for.</b>				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	Recruitment of foster carers for all types of children. Branding, design, print, response point handling, filtering response & events	2003 to date
2	[REDACTED]	[REDACTED]	[REDACTED]	Recruitment of foster carers for all types of children. Branding, design, print, response point handling & filtering response	2011- 2012
3	[REDACTED]	[REDACTED]	[REDACTED]	Part of a team on recruitment of foster carers. Services included copywriting and provision of response point handling services.	2006 - 2008
4	[REDACTED]	[REDACTED]	[REDACTED]	Different projects from photography, design, print and artwork for a children's cookbook to 200 sqm exhibition stands in Europe.	2008 to date
5	[REDACTED]	[REDACTED]	[REDACTED]	Small scale networking and speed networking events including audience recruitment and response handling	2009 to date

6				Marketing of an online brochure to include direct marketing, door to door, response point handling and event management	2011
7		re		Complete event and logistics management to include exhibition design and build, exhibition sales, brand identity, design and print of the Environmental Trade Show 2011	2011
8				Produce brand and marketing strategy and plan media. Build set for photography, utilising our in house photographic studio and in house set building team. Buy print and distribute approx 10 million flyers per. Design, Artwork, buy print and distribute approx 10 million flyers per year. On going brand development	1991 - ongoing
9				PR, Marketing, Advertising and Events Services to include marketing strategy, design and print, event strategy and management, media planning and buying, door to door & promotional marketing.	2011- Ongoing
10	Trago Mills			To design, artwork, print and distribute 100,000 20pp flyers.	2008 - Ongoing

commercial info

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<b>2.</b>	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required services.</p> <p>[Redacted]</p>

	<div data-bbox="263 123 1396 369" style="background-color: black; width: 100%; height: 110px;"></div> <div data-bbox="263 392 1356 470" style="background-color: black; width: 100%; height: 35px;"></div> <div data-bbox="263 492 1340 571" style="background-color: black; width: 100%; height: 35px;"></div>
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## Section G: Accreditations and Skills Level

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. <b>(e.g. relevant ISO equivalent)</b> or EU Equivalent</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date of Expiry/ Renewal</b>
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Please provide copies of the certificates you have given above or other proof of the qualifications. APPENDIX 6			Enclosed YES/NO

## Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>												
1.1	<p>Please provide the total contract price per annum?</p> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 800px; height: 25px;"></div>												
1.2	<p>Please complete the budget breakdown below in relation to the total contract price per annum</p> <p><b>Staffing:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Post/Job Title Hours per week Salary Range</th> <th style="width: 30%;"></th> <th style="width: 35%;"></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 80%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 60%; height: 20px;"></div> </td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 85%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 65%; height: 20px;"></div> </td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 75%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 55%; height: 20px;"></div> </td> <td></td> <td></td> </tr> </tbody> </table>	Post/Job Title Hours per week Salary Range			<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 80%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 60%; height: 20px;"></div>			<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 85%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 65%; height: 20px;"></div>			<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 75%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 55%; height: 20px;"></div>		
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<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 75%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 55%; height: 20px;"></div>													

**Item Description**  
**Budget 2012/2013**

[REDACTED]

1.3	What is the price firm period for the total cost per annum? 
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	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
2.2	<p>How you will ensure Shropshire achieves a steady flow of foster carers and adopters with the skills to meet the targets set out in the Service Specification?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	80 marks (weighting of 8)

		
2.3	<p data-bbox="261 784 1254 913">Please describe your marketing plan identifying the overall aims and objectives of the service, the timescales involved with regard to setting up a free phone telephone line to recruit foster carers/adopters and pre-planned events.</p> 	60 marks (weighting of 6)

3	Marketing	
3.1	<p data-bbox="263 181 1273 248">Please describe how you intend to update the current Fostering brand image in Shropshire</p> <p data-bbox="263 277 1254 421">[Redacted]</p> <p data-bbox="263 450 1270 555">[Redacted]</p> <p data-bbox="263 584 1289 927">[Redacted]</p> <p data-bbox="263 981 1270 1093">[Redacted]</p> <p data-bbox="263 1122 1246 1196">[Redacted]</p> <p data-bbox="263 1227 1193 1294">[Redacted]</p> <p data-bbox="263 1323 1219 1375">[Redacted]</p>	60 marks (weighting of 6)

3.2	<p>Please describe how you intend to create and launch a brand image for Adoption in Shropshire. Please set out how you would link this to the Fostering brand image.</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>	60 marks (weighting of 6)
3.3	<p>Please describe the types of marketing methods you will use and provide evidence of how these methods have worked in similar contracts you have undertaken?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	40 marks (weighting of 4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.4	<p>What type of events do you intend to run throughout the term of the contract? Given the geographic disparity of the County, we would suggest that if you are doing 3 events per annum they are held in Shrewsbury. However, if you are looking to do 6 events per annum, you could do 3 in Shrewsbury and 3 others in Craven Arms, Bridgnorth and Oswestry.</p>	40 marks (weighting of 4)
	<p>[Redacted]</p>	

The Ontrac Agency Ltd  
Unit 46 Mochdre Enterprise Park  
Newtown  
Powys  
SY16 4LF

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

19.04.12

Dear Jayne

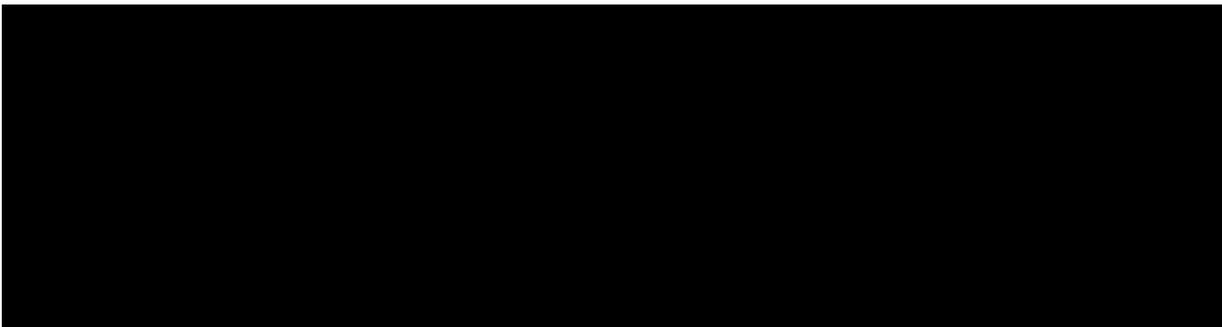
**SOC 001 – MARKETING & RECRUITMENT OF FOSTER CARERS AND ADOPTERS**

Thank you for kindly attending the interviews for the above on 27<sup>th</sup> February 2012. Please accept my apologies for the delay in getting back to you.

I am pleased to inform you that following the evaluation process, your tender for the above requirement has been accepted subject to contract.

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

I can give you the following scores and ranking against those criteria in relation to your tender:



Please contact me if you would like a further detailed breakdown of the marks allocated to you for Price and Quality.

The information provided by the invitation to tender documentation and your tender response will form the basis of your contract. This contract is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

The contract will be for the period 1<sup>st</sup> May 2012 – 31<sup>st</sup> March 2014 with an option for a further two years subject to satisfactory performance.

personal info

I shall be in touch shortly regarding the contract.

Should you have any questions or queries relating to the tender process please contact the Procurement Manager, [REDACTED] (tel. no 01743 252993).

Yours faithfully

[REDACTED]