

**GB-Shrewsbury: SOC 004 - Impartial Information, Advice and Support Service (IASS) for Children, Young People (0-25) and Parents / Carers on Special Educational Needs (SEN), Disability and Related Health and Social Care Needs.**

Competitive Contract Notice

1. Title: GB-Shrewsbury: SOC 004 - Impartial Information, Advice and Support Service (IASS) for Children, Young People (0-25) and Parents / Carers on Special Educational Needs (SEN), Disability and Related Health and Social Care Needs.

2. Awarding Authority:

Shropshire Council

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

Tel. 01743 252992, Fax. 01743 253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Health and social services.

4. Description: Guidance and counselling services. This contract is linked to the Children and Families Act 2014 and the Care Act 2014.

The service will apply to the Shropshire Council administrative area.

The contract will start on 1 October 2015 and end on 30 September 2017. An extension period of 24 months is optional.

The contract value is fixed at £105,400 per annum.

Service users are

- Children with SEN or disabilities, aged 0 to 16
- Young people with SEN or disabilities, aged 16 to 25
- Their parents / carers

Service aims:

Shropshire Council and Shropshire CCG wish to commission a single, integrated and seamless IASS for children, young people (aged 0-25) and their parents / carers, which

- Provides impartial information and advice about matters relating to their special educational needs (SEN) or disabilities (D), including matters relating to health and social care. This must include information, advice and support on the take up and management of Personal Budgets.
- Provides children and their parents and young people with the information and support necessary to participate in decisions about their individual support and about local provision.

The service will consist of the

- Operation of the one front door to the IASS
- Delivery of the aspects of the IASS, which are not already delivered through the Local Offer and the IASS 18+
- Signposting to and working with existing IAS services, as already commissioned by Shropshire Council and CCG, as well as the wider IASS

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

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

provide social value benefits within Shropshire where practicable.

5. CPV Codes:

85312300 - Guidance and counselling services.

6. NUTS Codes :

UKG - WEST MIDLANDS (ENGLAND)

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: WEST MIDLANDS (ENGLAND),

8. Reference Attributed by the Awarding Authority:

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

Currency: GBP

10. Deadline for Expression of Interest: 10/07/2015 12:00:00

11. Address to which they must be sent:

Shropshire Council

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

Tel. 01743 252992, Fax. 01743 253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=145694619>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/J6W6ETJSFX>

TKR-201563-PRO-6650437

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 01/10/2015

Period of Work End date: 30/09/2019

Is this a Framework Agreement?: no



**Tel:** (01743) 252993

**Fax:** (01743) 255901

**3 June 2015**

Please ask for: **Mr N Denton**

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

Dear Sirs

**SOC 004 - IMPARTIAL INFORMATION, ADVICE AND SUPPORT SERVICE (IASS) FOR CHILDREN, YOUNG PEOPLE (0-25) AND PARENTS / CARERS ON SPECIAL EDUCATIONAL NEEDS (SEN), DISABILITY AND RELATED HEALTH AND SOCIAL CARE NEEDS.**

**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
2. Commissioning Intentions & Specification Document
3. Shropshire Council General Terms and Conditions
4. Tender Response Document
5. TUPE Confidentiality Undertaking (for completion and return as soon as possible to obtain relevant information)

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on, 10<sup>th</sup> July 2015** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

personal info

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

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

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

### Other Details

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

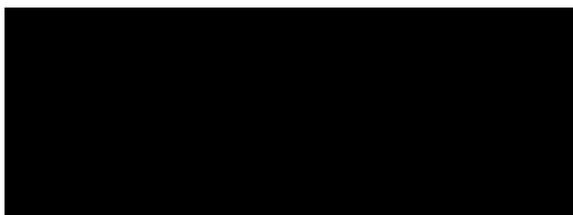
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

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

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

Yours faithfully



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



## **INSTRUCTIONS FOR TENDERING**

**SOC 004 - IMPARTIAL INFORMATION,  
ADVICE AND SUPPORT SERVICE (IASS)  
FOR SHROPSHIRE (SPECIAL  
EDUCATIONAL NEEDS AND DISABILITIES  
0-25)**

## Shropshire Council Instructions for tendering

### **Contract Description:**

This contract is linked to the Children and Families Act 2014 and the Care Act 2014.

The service will apply to the Shropshire Council administrative area.

The contract will start on 1 October 2015 and end on 30 September 2017. An extension period of 24 months is optional.

The contract value is fixed at £105,400 per annum.

Service users are

- Children with SEN or disabilities, aged 0 to 16
- Young people with SEN or disabilities, aged 16 to 25
- Their parents / carers

Service aims:

Shropshire Council and Shropshire CCG wish to commission a single, integrated and seamless IASS for children, young people (aged 0-25) and their parents / carers, which

- Provides impartial information and advice about matters relating to their special educational needs (SEN) or disabilities (D), including matters relating to health and social care. This must include information, advice and support on the take up and management of Personal Budgets.
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- Operation of the one front door to the IASS
- Delivery of the aspects of the IASS, which are not already delivered through the Local Offer and the IASS 18+
- Signposting to and working with existing IAS services, as already commissioned by Shropshire Council and CCG, as well as the wider IASS

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the provision of impartial information, advice and support service (IASS) for Shropshire (special educational needs and disabilities 0-25) as detailed in the Tender Response Document. The contract will be for an initial period of **2 years** commencing on the **1 October 2015** with the option to extend for a further period of up to 24 months.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

## **2.2 Terms and Conditions**

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

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

### **3.0 Preparation of Tenders**

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

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

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

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

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

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

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

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

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

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

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

**3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in

the Tender documentation are correct at the time of submission.

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

### **3.3 Parent Company Guarantee**

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

### **3.4 Warranty**

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

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

### **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 10<sup>th</sup> July 2015**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

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

## **5.0 Variant Bids**

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

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

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or

assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

## **7.0 Tender Evaluation**

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

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

## **8.0 Clarifications**

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

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

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

**8.4** All queries should be raised as soon as possible (in writing), in any event not later than 3<sup>rd</sup> July 2015.

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

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

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

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

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

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

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

## **10.0 Confidentiality**

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

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

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

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

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

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

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

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

## **10.7 Transparency of Expenditure**

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

## **11.0 Freedom of Information**

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

clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 11.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 11.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **12.0 Disqualification**

- 12.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
  - 12.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council’s General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
  - 12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
  - 12.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
  - 12.1.4** The Tenderer :
    - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
    - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
    - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
    - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to

any Tender or proposed Tender for the services any act or omission.

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

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

**13.0 E-Procurement**

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

**14.0 Award of Contract**

**14.1 Award Criteria**

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

**14.2 Award Notice**

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

**14.3 Transparency of Expenditure**

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

**15.0 Value of Contract**

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

## **16.0 Acceptance**

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

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

**16.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1<sup>st</sup> October 2015**.

## **17.0 Payment Terms**

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

## **18.0 Liability of Council**

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

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

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

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

**18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any

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

**19.0 Declaration**

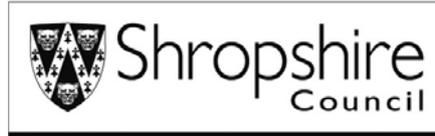
We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

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

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

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

Date .....



## **SOC 004:**

**Impartial Information, Advice and Support Service (IASS)  
for children, young people (0-25) and parents / carers  
on special educational needs (SEN), disability  
and related health and social care needs.**

### **Invitation to Tender (ITT): Commissioning Intentions & Specification Document**

**The latest date for submission of applications will be 10 July 2015 (12pm)**

**===**

Shropshire Council (SC) seeks to procure this service externally on behalf of its Children's Services and Shropshire Clinical Commissioning Group (CCG)

The service contract will start on 1 October 2015 and end on 31 March 2017.

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## **1. Context**

### **1.1 Legal**

Local authorities must ensure that children, their parents and young people are involved in discussions and decisions about their individual support and about local provision.

The Impartial Information, Advice and Support Service (IASS) is described in the Children and Families Act 2014 and the Code of Practice (CoP) as follows:

“Local authorities must arrange for children with SEN or disabilities for whom they are responsible, and their parents, and young people with SEN or disabilities for whom they are responsible, to be provided with information and advice about matters relating to their SEN or disabilities, including matters relating to health and social care. This must include information, advice and support on the take up and management of Personal Budgets. In addition, in carrying out their duties under Part 3 of the Children and Families Act 2014, local authorities must have regard to the importance of providing children and their parents and young people with the information and support necessary to participate in decisions.”

### **1.2 Shropshire context**

Shropshire is a predominantly rural county covering an area of 1235 square miles. The 2011 census reported 301,129 residents. 88,141 of those are aged 0-25 and can be further broken down into

15,698	0-4 year olds
41,491	5-16 year olds
30,952	17-25 year olds

Shropshire has 22,140 households with dependent children.

#### **1.2.1 Needs:**

We estimate in Shropshire that demand for this service could come from a minimum 2500-3000 families, based on what we know about existing service users and general demographic information:

- Number of children with SEN statement/EHCP: 1952 (14 April 2015)
- Number of children receiving additional support in school: 3826  
(Action, Action +, New SEN support: January census as reported by schools)
- Number of young people with a LDA: 447, aged 16-20 (at December 2014)
- Number of children supported by Specialist Short Breaks: 141 (14 April 2015)
- Number of children supported by all Short Breaks: 513 (at 14 April 2015)

### **1.2.2 Demand**

Until September 2014, the current contract provided IAS to parents of 5-16 year olds on educational matters. Since September 2014, the contract remit expanded to 0-25 and now includes IAS for young people, covering educational, health and social care matters.

From April 2013 – March 2014, the contract provided information, advice and supported 193 families with casework.

From April 2014 – March 2015, the contract provided information, advice and supported 229 families with casework.

The majority of referrals were self-referrals, were made for boys, on average 6-16 year old. The reasons for referral related in the main to ASD, behaviour issues, dyslexia, ADHD/ADD, development delay, speech & language issues and health conditions.

**Note:** This information intends to give tenderers a rough idea of past and current demand. It is likely to increase significantly with time.

### **1.2.3 Resources:**

Relevant education services

- Two specialist schools (Severdale, Woodlands)
- One special provision (TMBSS)
- Two specialist provisions at mainstream schools (Lakelands and Mary Webb)
- Two specialist, non-maintained educational provisions
- Links to a number of out of county specialist, non-maintained provision
- 139 primary schools
- 32 secondary schools

Relevant health services

- 45 GPs
- One central hospital (Shrewsbury)
- Two community health providers

Relevant social care services

- One local authority's children services providing safeguarding services and commissioning Short Breaks and Family Support services
- Commissioned Information, Advice and Advocacy for adults
- Local Offer for SEND service users

Other relevant services

- Shropshire Children and Young People Summit is a forum for voluntary community sector representatives who support children and families. We believe that the forum currently represents 40 VCS organisations.
- One Parent Carer Forum (PACC)

### 1.2.4 Strategic context & outcomes

The IASS will be part of the council's Early Help offer.

It will contribute to the following Shropshire Council defined strategic outcomes

Outcome	Which means...
<b>Your money</b>	Feel financially secure and believe in a positive future for myself and my family
<b>Your health</b>	Live a long, enjoyable and healthy life
<b>Your life</b>	Feel valued as an individual and to live my life, with my choices respected and with as few compromises as possible
<b>Your environment</b>	Live in an attractive, vibrant and safe environment, in a place that is right for me

It will also contribute to the following Shropshire Children's Trust strategic outcome

1. Ensuring all children and young people are safe and well looked after in a supportive environment
2. Narrowing the achievement gap in education and in work
3. Ensuring the emotional wellbeing of children and young people by focussing on prevention and early intervention
4. Keeping more children healthy and reducing health inequalities

### 1.3 National context

The IASS will be part of the National IASS Network ([www.iassnetwork.org.uk](http://www.iassnetwork.org.uk)). We also expect where appropriate, the service will be aware of and link to other national services, which offer information and advice.

## 2. Our vision & commissioning intentions

2.1 Shropshire Council and Shropshire CCG wish to commission a single, integrated and seamless IAS service for children, young people (aged 0-25) and their parents / carers, which

- Provides impartial information and advice about matters relating to their special educational needs (SEN) or disabilities (D), including matters relating to health and social care. This must include information, advice and support on the take up and management of Personal Budgets.
- Provides children and their parents and young people with the information and support necessary to participate in decisions about their individual support and about local provision.

2.2 Our vision and commissioning intentions are guided by

- Requirements of the Children and Families Act 2014 and the Care Act 2014
- The council's and the CCG's corporate priorities
- Wishes and requirements from parents and young people
- National IASS network quality standards, supported by Department for Education

2.3 Parent carers express the vision in their own words as

*“Children and young people with Special Educational Needs or disabilities and their parent carers will be better informed about the options available to them and will be more able to make positive decisions about how they live their lives. Information, advice and support for children and young people with SEND and their parent carers will be easily accessible, comprehensive, accurate and impartial, delivered through a single point of entry, with a focus on empowerment and early intervention.”*

Parent carers are looking for the following essential aspects in the service:

- A “one stop shop” for information and direction through the system.
- Support and guidance which is individual and unbiased
- Empowerment for parents/carers to navigate system and make positive decisions
- Different ways to access the service according to preference.

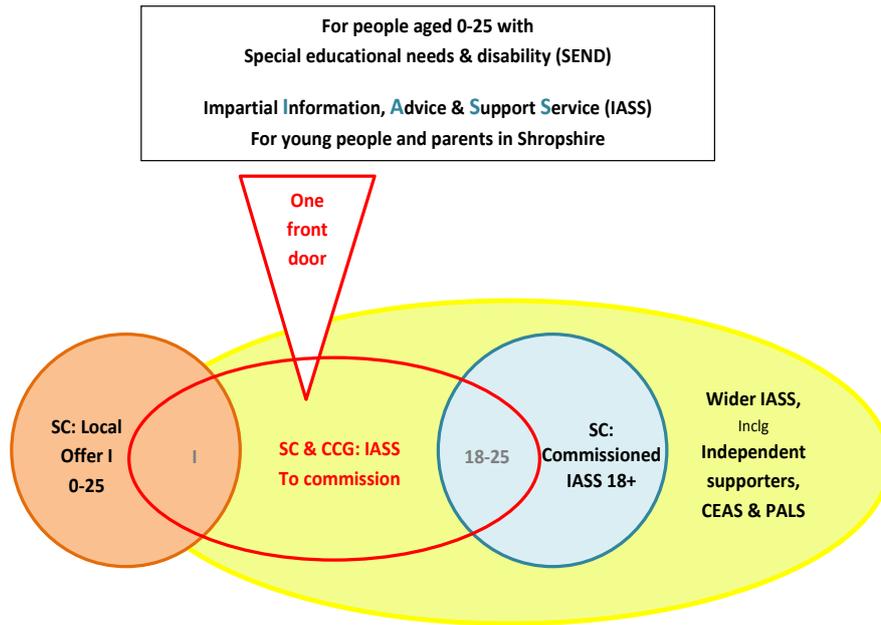
2.4 As the service will provide IAS on council as well as CCG commissioned services, it is jointly commissioned by both organisations.

2.5 Shropshire Council and Shropshire CCG have considered and agreed what information and advice about education, health and care provision is to be provided, by whom and how it is to be provided. We have considered the availability of other information services in their area (services such as youth services, Local Healthwatch, the Patient Advice and Liaison Service (PALS) and the Family Information Service) and how these services will work together.

The following table lists the IASS resources which are already commissioned by Shropshire Council and Shropshire CCG:

Committed by Shropshire Council	Until	Committed by Shropshire CCG & NHS England	Until
Family Information Service (FIS) (in house) IA, 0-19	ongoing	Patient Advice Liaison (PALS) IA, 0-25	ongoing
Local Offer (in house) IA, 0-25	ongoing	NHS Choices (national) IA, 0-25	ongoing
Information, advice & guidance (in house) IAS on FE, training, employment (14-25)	ongoing	S: Support with health choices provided through a range of health professionals which will vary depending on the needs of the child/young person.	ongoing
Children Centre (in house) IAS, 0-5	ongoing	Abbreviations: I = Information A = Advice S = Support	
SSCB information (TriX) I on social care, 0-18	ongoing		
CAAN (Citizen Advice Shropshire) IAS & advocacy on social care, welfare benefits, finance, health, independent living & other, 18-25 (and 25+)	1 Oct 2019		
Advocacy (Coram Voice) S for looked after, children in need, care leavers	31 Mar 2016		
Healthwatch Shropshire I	31 Mar 2016/18		

- 2.6 The service will be accessible through one 'front door'. It will be integrated with other information, advice and support services already commissioned by the council or the CCG. It will also be integrated with other information, advice and support services which operate in Shropshire or nationally. We refer to the latter as 'wider IASS' in the following diagram.



- 2.7 The service will consist of the
- Operation of the front door to the IASS
  - Delivery of the aspects of the IASS, which are not already delivered through the Local Offer and the IASS 18+
  - Signposting to and working with existing IAS services, as already commissioned by Shropshire Council and CCG, as well as the wider IASS
- 2.8 The council seeks to establish one contract with a single provider who will be responsible for the development and the delivery of the outcomes for the entire IASS 0-25 service.

We will specify the requirements and the outcomes for the service. We will not specify the delivery model. We invite tenderers to propose delivery models, which they believe will be the best way to deliver the entire service.

These could range from, but are not limited to

- One provider delivers the entire service
- One provider acts as the lead provider, who will collaborate and coordinate with other providers to deliver the entire service.

If a provider tenders as a lead provider, then they need to list and describe the partner organisations in section F of the tender response document.

- 2.9 We expect that the service will have to evolve throughout the contract period. What we mean by that is that we expect that there may be local and / or national developments, which may affect the delivery of the service.

Local developments may include

- Other council provision supporting families and children will continue to evolve
- Other public services, who we work in partnership with, will continue to evolve
- This service will be involved and will have to respond to learning from joint inspection of multi-agency arrangements for the protection of children (Ofsted)
- The service will have to develop in response to feedback from service users, commissioners and stakeholders.

This list is not meant to be exhaustive. It is what we can anticipate at the time of tendering.

### **3 Requirements for providers**

- 3.1 The service provider will comply with both children and adult safeguarding protocols
- 3.2 The service provider will need to operate flexibly so that the service is developed in response to commissioner and service users' needs.
- 3.3 The service provider will need to implement a coordinated and strong working relationship with the Local Offer and the IASS 18+ services.

## **4. Requirements for the service (Specification)**

This section specifies what is known at the time of procurement and the outcomes the service needs to achieve. The final contract specification will be an adaptation of this section. The council reserves the right to make amendments and add detail resulting from new legislation and guidance, as well as detail from the successful tender application.

### **4.1 Vision**

Children and young people with Special Educational Needs or disabilities and their parent carers will be better informed about the options available to them and will be more able to make positive decisions about how they live their lives. Information, advice and support for children and young people with SEND and their parent carers will be easily accessible, comprehensive, accurate and impartial, delivered through a single point of entry, with a focus on empowerment and early intervention.

### **4.2 Title of the service & governance**

4.2.1 Title: Impartial Information, Advice and Support Service (IASS) for Shropshire (Special educational needs and disabilities 0-25)

4.2.2 Governance: The IASS will be accountable to the Council's SEN Manager, the Council's Social Care Manager for the disabled children, the CCG's Commissioning & Re-design Lead for Women and Children. It will also report to parent representatives. In the future, we hope to include young people.

### **4.3 Geographical location**

Shropshire Council administrative area

### **4.4 Service users**

- Children with SEN or disabilities, aged 0 to 16
- Young people with SEN or disabilities, aged 16 to 25
- Their parents / carers

It is recognised that children, young people and parents will have different needs regarding IAS.

#### **4.4.1 Children**

- The Children and Families Act 2014 requires local authorities to provide children with information, advice and support relating to their SEN or disability. Many children will access information, advice and support via their parents. However, some children, especially older children and those in custody, may want to access information, advice and support separately from their parents, and local authorities must ensure this is possible.

#### 4.4.2 Parents

- Staff working in Information, Advice and Support Services should be trained to support, and work in partnership with, parents.
- As a child reaches the end of the academic year in which they turn 16, some rights to participate in decision-making about Education Health and Care (EHC) plans transfer from the parent to the young person, subject to their capacity to do so, as set out in the Mental Capacity Act 2005. Staff should be clear about the transfer of some rights and responsibilities to young people, and work sensitively with parents to help them understand their role.
- Parents of young people can still access information, advice and support on behalf of, or with, the young person and should still be included in discussions about a young person's future in the majority of cases.
- There may be cases where the young person and the parents do not agree on an issue. Legally, it is the young person's decision which prevails, subject to their capacity. Where there are disagreements, staff providing information, advice and support should work impartially and separately with both the parents and the young person.
- Parents serving in HM Armed Forces can also access the Children's Education Advisory Service (CEAS) – an information, advice and support service established specifically for Service parents. It covers any issue relating to their children's education, including SEN.

#### 4.4.3 Young people

- Young people are entitled to the same quality and level of information, advice and support as parents. Local authorities should ensure co-ordination and consistency in what is offered to children, young people and parents.
- Young people must have confidence that they are receiving confidential and impartial information, advice and support. Staff working directly with young people should be trained to support them and work in partnership with them, enabling them to participate fully in decisions about the outcomes they wish to achieve. Young people may be finding their voice for the first time, and may need support in exercising choice and control over the support they receive (including support and advice to take up and manage Personal Budgets). Advocacy should be provided where necessary. Local authorities must provide independent advocacy for young people undergoing transition assessments, provided certain conditions are met (see section 67 of the Care Act 2014).
- The service should direct young people to specialist support to help them prepare for employment, independent living (including housing) and participation in society and should provide access to careers advice where needed.

This should be provided in coordination with schools and colleges, who also have a duty to give impartial careers advice.

- Regarding children and young people in custody: if IAS support for the young person or their parents is deemed to be necessary by the local authority, then the IASS must also be provided.

## **4.5 Service principles**

### **4.5.1 The IASS will implement the following principles as listed in the SEND Code of Practice 2015**

- The information, advice and support will be impartial and provided at arm's length from the local authority and CCGs
- The information, advice and support offered will be free, accurate, confidential and in formats which are accessible and responsive to the needs of users
- Staff providing information, advice and support will work in partnership with children, young people, parents, local authorities, CCGs and other relevant partners
- The provision of information, advice and support should help to promote independence and self-advocacy for children, young people and parents
- Staff providing information, advice and support should work with their local Parent Carer Forum and other representative user groups (such as forums for children and young people) to ensure that the views and experiences of children, young people and parents inform policy and practice

### **4.5.2 The IASS will also implement the following principles which are important to Shropshire Council, CCG, parents and young people**

- Prevention – the IASS is an aspect of Shropshire's Early Help Offer, aiming to provide early support and therefore preventing an escalation of problems.
- Integration and collaboration – the IASS will provide a high quality, integrated information, advice and support service for the people of Shropshire, ensuring that people receive a seamless service.
- Targeted – the IAS service already targets the service users listed in 4.3. We acknowledge that the needs within this group will vary. The people with the highest needs will be able to access the service with the service tailored around them. The IAS service will be aware of the particular requirements of different groups of people and will ensure that the provision of the service has due regard to the needs of these people, which include, but are not limited to:
  - People who do not have English as a first language
  - People who are socially and geographically isolated
  - Other minority groups protected by equality legislation
- Added value and social value - the IAS service will maximise its wider impact and where possible bring inward investment, support the recruitment of local volunteers and contribute to building social capital and community cohesion.

## **4.6 Service functions / role**

### **4.6.1 Definitions: What we mean by “Impartial Information, Advice and Support”**

#### **Impartial**

- Shropshire parents have told us that an impartial service is one that is based on individual needs and delivered in an unbiased way. The top three criteria for deciding whether a service is impartial are
  - Not driven by finance / no vested interest in the final decision made
  - All information is given, not just selected information
  - Providing information in the best interest of the child and family
- Young people have told us that an impartial service is delivered in a fair and unbiased way.

#### **Information**

- By information we mean the facts, i.e. locations, contact details, what the options are, legal frameworks, processes.
- Information needs to be accurate, up-to-date and available in a range of formats to suit service users.

#### **Advice**

- By advice we mean activities which help parents and young people gather, understand and interpret information and apply it to their own situation.
- Parents define such activities as discussions about options, help to decide what would be appropriate or helpful, working out other arrangements that would be needed.
- Young People define such activities as discussions with individuals or group activities. The aim of such activities is to understand information and how it applies to the young person, to understand useful actions that help them move forward.

#### **Support**

- In addition to information and advice, parents, children and young people may need additional support to participate successfully in decision making. This will usually involve casework and may include advocacy, key working or the provision of an Independent Supporter or volunteer.
- Parents define such support as building confidence and skills, practical support to implement decision, emotional understanding.
- Young people define such support as exploring options, enabling making own decisions, overcoming barriers and making progress.

### **4.6.2 The following forms of support should be available through the IASS:**

- Signposting children, young people and parents to alternative and additional sources of advice, information and support that may be available locally or nationally
- Individual casework and representation for those who need it, which should include:

- support in attending meetings, contributing to assessments and reviews and participating in decisions about outcomes for the child or young person
- directing children, young people, parents and those who support and work with them to additional support services where needed, including services provided by the voluntary sector. These services should include support relating to preparing for adulthood, including housing support, careers advice and employment support
- Help when things go wrong, which should include:
  - supporting children, young people and parents in arranging or attending early disagreement resolution meetings
  - supporting children, young people and parents in managing mediation, appeals to the First-tier Tribunal (Special Educational Needs and Disability), exclusions and complaints on matters related to SEN and disability
  - making children, young people and parents aware of the local authority's services for resolving disagreements and for mediation, and on the routes of appeal and complaint on matters related to SEN and disability
- Provision of advice through individual casework and through work with parent carer support groups, local SEN youth forums or disability groups, or training events

#### **4.7 Subject areas to be covered**

4.7.1 The scope of the information, advice and support should cover initial concerns or identification of potential SEN or disabilities (SEN Support), through to ongoing support and provision, which may include an Education Health and Care (EHC) plan.

4.7.2 The Code of Practice requires that children, young people and parents are provided with information and advice on matters relating to SEN and disability. This means it will cover educational, social and health services. This should include:

- Access to education, health and social care services
- Local policy and practice
- The Local Offer
- Personalisation and Personal Budgets
- Law on SEN and disability, health and social care, through suitably independently trained staff
- Advice for children, young people and parents on gathering, understanding and interpreting information and applying it to their own situation. This is particularly important for transition arrangements and preparing for adulthood.
- Information on the local authority's and CCG's processes for resolving disagreements, its complaints procedures and means of redress
- Support for parent carers and young people through complaints or tribunal processes.

#### 4.7.3 This should also include IAS on

- Welfare benefits, such as disability benefits and other types of benefits including Working Tax Credits and Child Tax Credits.
- Debt (including advice on switching energy supplier and issuing of Debt Relief Orders)
- Managing and borrowing money
- Information and advice on income maximisation through finance advice
- Employment advice (not employability advice) including availability of employment support for disabled adults
- Availability of carers services and benefits
- Availability of independent financial advice on matters related to care to help people plan for the future
- Housing
- Consumer
- Community care
- Leisure
- Independent living including information about practical services and aids & adaptations
- Safeguarding support
- Social and geographic isolation

Other subject areas may be covered where appropriate and this list should not be taken as exhaustive.

## **4.8 Access**

4.8.1 Shropshire Council requires that the IASS is provided through a dedicated and easily identifiable service, offering one 'front door'.

4.8.2 The IAS offered should be free, accurate and confidential. It should be available in formats which are accessible and responsive to the needs of users.

4.8.2 IAS services should have the capacity to handle face-to-face, telephone and electronic enquiries, according to the service users preference and in a timely manner. Parents have told us that face to face support is important to them.

4.8.3 Venues must be accessible to people with physical disabilities, including the hearing and visually impaired and meet needs across a geographically dispersed area.

4.8.4 Opening hours need to be reliable and flexible. On week days the service needs to be accessible during the day at core hours, from 10 am to 4 pm. Parents have told us that the service also needs to provide some capacity for weekend and evening advice.

#### **4.9 Referrals, coordination & partnership working**

- 4.9.1 Referrals to the service can come from a range of sources. The service will develop an effective referral system for initial requests for IAS, as well as referrals within the wider IAS network.
- 4.9.2 Support for service users will be achieved by working in partnership with local schools, council services, health services, parent carer and youth forums, voluntary organisations. Where appropriate the IASS will also work in partnership with national IAS providers.

#### **4.10 Strategic working**

- 4.10.1 The IAS service will also work at strategic levels to develop and enhance approaches to information, advice and support provision. This could include for example
- Shropshire's SEN & Disabled Children & Young People 0-25 Strategic Board
  - Voluntary Community Sector Assembly and associated forums
  - Shropshire's Parent Carer Council
- 4.10.2 The IAS service will be expected to inform policy and practice of council and CCG commissioned services by working with parents, children and young people, parent carer forums and local voluntary organisations.
- 4.10.3 The IAS service will also be expected to contribute to policy and practice at a regional and national service by working with other providers and relevant stakeholders to share, promote and develop best practice.

#### **4.11 Staff & volunteers**

- 4.11.1 The provider will ensure that there are sufficient staff at all times with the appropriate experience, background and qualifications to deliver the service.
- 4.11.2 The IASS service will strive to enable IAS services to access training provided by the National IASS network.
- 4.11.2 The IAS service will promote volunteering opportunities within the service to the local community and should take advantage of existing voluntary sector support services to increase the recruitment of volunteers; for example Shropshire Voluntary & Community Sector Assembly and Shropshire Infrastructure Partnership.

#### **4.12 Quality standards**

The service will work to the quality standards for services providing impartial information, advice and support as defines by the Information, Advice and Support Services Network for SEND, supported by the Department for Education. ([www.iassnetwork.org.uk](http://www.iassnetwork.org.uk))

#### **4.13 Advertising & promotion**

4.13.1 The service will also be required to take steps to promote itself, so that as many stakeholders as possible know about it and know how to access and refer to it.

4.13.2 Shropshire Council and Shropshire CCG will take steps to make the IASS and the IASS provider known to children, their parents and young people in their area; head teachers, proprietors and principals of schools and post-16 institutions in their area, and others where appropriate.

4.13.3 Shropshire Council will ensure that their Local Offer includes details of how information, advice and support related to SEN and disabilities can be accessed and how it is resourced.

#### **4.14 Service user and stakeholder involvement**

4.14.1 Shropshire Council and Shropshire CCG have involved children, young people and parents in the design of the IASS in order to ensure that those services meet local needs. We hope that we have done this in a way which ensures that children, young people and parents feel they have participated fully in the process and have a sense of co-ownership.

4.14.2 We expect that children, young people and parents will continue to be part of the commissioning process by engaging in the review of the service. The service will therefore be required to meet regularly with parents, parent representatives and young people so that it can continue to be developed to best meet local need.

#### 4.15 Service specific outcomes

4.15.3 The IASS service will be responsible on delivering on the following service specific outcomes with the following measures, as suggested by the National IASS quality standards.

(Note: We acknowledge that we will have to gather some initial service data to establish baseline information for measures. We may also add some outcomes and measures which are particularly important to the Shropshire area. As a result it is likely that this list of outcomes and measures will evolve.)

Standard	Outcomes for Shropshire	Potential measures
Potential service users are aware of the IASS and what it can offer them		<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Service reach</li> </ul>
The IASS is accessible to all potential service users	Children and young people with SEND and their families are able to easily access information, advice and support when and where they need to	<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Service reach</li> </ul>
The IASS provides impartial, accurate, confidential and up to date information and high quality advice relevant to the service users' needs	Accurate, comprehensive, impartial & confidential information and advice is available to children and young people with SEND and their parent carers across all aspects of their lives	<ul style="list-style-type: none"> <li>• Feedback from service users</li> </ul>
Service users have the information and advice they need to make informed decisions about provision made by education, health and social care		<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Impact on policy or practice</li> <li>• Increased involvement of service users in decision making</li> </ul>

Standard	Outcomes	Potential measures
The IASS offers impartial support tailored to the individual (up to and including SEND Tribunal), which may include: casework support representation an independent supporter key working	Parent carers and young people report that the IASS offer was tailored to their individual needs	<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Impact on policy or practice</li> </ul>
The IASS builds upon service users' skills, knowledge and confidence to promote independence and self-advocacy.	Service users have increased resilience, confidence and a better experience when navigating the SEND support system.	<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Impact on policy or practice</li> <li>• Participation of service users in decision making</li> </ul>
Staff, independent supporters, and volunteers are trained (including independent training) and have accurate and up to date knowledge of: education, social care and health law related to SEN and disability national and local policy and practice in meeting SEN and disability	<ul style="list-style-type: none"> <li>• Information, advice and support for service users is delivered in an informed way, by a service that has empathy with the issues and challenges due to living with SEND or parenting a child or young person with SEND can bring to family life.</li> <li>• As a result, service users feel able to make well informed positive decisions about their and their children's lives.</li> </ul>	<ul style="list-style-type: none"> <li>• Feedback from service users</li> <li>• Involvement of service users in decision making</li> <li>• Impact on policy or practice</li> <li>• Service reach</li> </ul>
All staff, independent supporters, and volunteers are trained and competent in providing impartial information and advice for all service users.		
Some staff, independent supporters, and volunteers have completed accredited legal training and are competent in supporting all potential service users in meetings, through statutory processes and at SEND Tribunal.		

Standard	Outcomes	Potential measures
<p>The IASS offers to early years settings, schools, colleges, statutory and voluntary agencies training on: working with parents, children and young people the law relating to SEN and disability, as it applies to education, health and social care</p>	<ul style="list-style-type: none"> <li>• Settings report that they have increased skills and knowledge to support service users.</li> <li>• This activity should contribute to the outcome that demand on services decreases as a result of provision of IASS</li> </ul>	<ul style="list-style-type: none"> <li>• Feedback from those attending training</li> <li>• Impact on policy or practice</li> </ul>
<p>The IASS offers training to parents on:</p> <ul style="list-style-type: none"> <li>• working with professionals</li> <li>• involvement in decision making</li> <li>• the law relating to SEN and disability, as it applies to education, health and social care</li> <li>• in collaboration with parent carer forums, contributing to strategic developments</li> </ul>	<ul style="list-style-type: none"> <li>• Information, advice and support for service users is delivered in an informed way, by a service that understands the issues and challenges due to living with SEND or parenting a child or young person with SEND can bring to family life.</li> <li>• As a result, service users feel able to make well informed positive decisions about their and their children’s lives.</li> <li>• This activity should contribute to the outcome that demand on services decreases as a result of provision of IASS</li> </ul>	<ul style="list-style-type: none"> <li>• Feedback from those attending training</li> <li>• Involvement of service users in decision making Examples of partnership (e.g. with parent carer forums) Service reach</li> </ul>

## **4.16 Social Value**

4.16.1 The IAS service will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that an excellent, comprehensive and integrated IAS service can provide.

4.16.2 Specific 'Social Value' requirements to be demonstrated by the IAA service include:

### **Economic Value**

In addition to the above core functions the IASS will seek to generate additional income to the Shropshire economy from other funding sources to provide additional services that are not part of this service specification but complement the wider service offer.

The IASS will commit to identifying new funding opportunities and seek to develop new services to improve the access to advice and/or the volume of services available to service users.

The IAS service will maximise service users' spending power through benefits, debt and money management advice.

### **Social value**

The IAS service is required to demonstrate how it will contribute to the social value priorities of the Council in

- Improving wellbeing and health
- Empowering people and increasing resilience
- Reducing worklessness by enabling training or employment opportunities through volunteering
- Increasing social capital and community cohesion focusing on:-
  - Bridging – connections between people with overlapping interests, for example, between neighbours, colleagues, or between different groups within a community
  - Linking – derived from links between people or organisations beyond peer boundaries, cutting across status and similarity and enabling people to exert influence and reach outside their normal circles

## **4.17 Data requirements**

In addition to measuring outcomes, the service will also be required to provide the following information as a minimum:

- Measure of demand: Number of people requesting IAS
- Measure of take up: Number of people supported by IAS
- Nature of enquiries: As a minimum, we wish to differentiate between educational, health and social care IAS. Detail to be agreed with the provider at contract start and to be reviewed as appropriate.
- Service user profile: Age, gender, special educational need, disability,

- Measure of need: ethnic background, Post code  
Number of advice activities  
Number of support activities  
Number of advocacy activities
- Referrals Source of referral & onward referral
- Group work support Theme, number and characteristics of participants

(Note: We acknowledge that we will have to gather some initial service data to establish baseline information for data requirements. We may add data requirements, which are particularly important to the Shropshire area. As a result it is likely that this list of data requirements will evolve.)

#### **4.18 Reporting & monitoring**

4.18.1 Shropshire Council and Shropshire CCG will review and publish information annually about the effectiveness of the information, advice and support provided, including customer satisfaction.

4.18.2 The IAS service will provide quarterly monitoring data reports and attend monitoring meetings as agreed with the Council and the CCG. The IAS service is required to supply the following information for discussion, as well as the detail on outcomes, measures and service data:

- Overview of operational issues
- Feedback from Service Users/stakeholders, including complaints and compliments
- A log of incidents where appropriate
- Overall client profile, to identify potential gaps in the accessibility of the service
- Overview of training and development
- Update on promotional activities

## 5 Contract and funding

- 5.1 The successful tenderer will be awarded a Shropshire Council contract.
- 5.2 The contract will start on 1 October 2015 and end on 30 September 2017
- 5.3 There will be an option to extend the contract beyond the end date by a maximum of 24 months.
- 5.4 The annual funding for this contract is fixed at £105,400
- 5.5 The contractor will be responsible for the
- Operation of the front door to the IASS
  - Delivery of the aspects of the IASS as described in section 2.5
  - Signposting to and collaborating with existing IAS services, as already commissioned by Shropshire Council and CCG , and the wider IAS network

## 6 Procurement process & tendering

### 6.1 Timescale and dates

3 June 2015	Publish tender
	Providers have 5.5 weeks to respond
3 July 2015	Dead line for clarifying questions
<b>10 July 2015</b>	<b>12 noon - deadline for submission of application</b>
13-24 July 2015	Evaluation of tenders (finalised 23&24)
28 July 2015 12:30-15:30	Clarification meeting with applicants, if required (Shirehall)
30 July 2015	Contact all applicants of decision
31 Jul – 10 Aug (12am)	Mandatory 10 day stand still period
11 August	Confirm successful applicant
12 Aug – 30 Sep 2015	6 week hand-over / transition period
<b>1 October 2015</b>	<b>Contract start</b>
30 September 2017	Contract end

### 6.2. Documents

The Council is using an open, competitive tender process.

Tenderers will be sent

- Instructions for tendering

- Tender response document
- Commissioning Intentions & specification document
- The Council's general terms & conditions

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

### **6.3. Evaluation of tenders**

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

Our evaluation will consist of two steps

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

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

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

Should this procurement process not result in meeting our requirements entirely, then the council reserves the right to approach other providers.

### **6.4 Transfer of Undertakings Regulations 2006 (TUPE)**

TUPE may apply. The current provider has provided a list of staff to which TUPE may apply.

# **SHROPSHIRE COUNCIL**

## **GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND WORKS**

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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>'Associated Person'</b>	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
<b>'Bribery Act'</b>	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>“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 of Agreement"</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>‘Prohibited Act’</b>	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
<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>‘Regulated Activity’</b>	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
<b>‘Regulated Provider’</b>	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
<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”</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>'Sub-Contract'</b>	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
<b>'Sub-Contractor'</b>	the third parties that enter into a Sub-Contract with the Contractor.
<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.

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

## **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 30 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 30 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 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 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.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 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 PREVENTION OF BRIBERY (W) (Z)**

- 15.1 The Contractor:
- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 15.2 The Contractor shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.
- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
- b) with the actual knowledge;
- of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
- b) the identity of the party whom the Council believes has committed the Prohibited Act; and
- c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
- b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

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

- 19.1 The Council may, subject to clause 19.2:  
(a) assign any of its rights under the Agreement; or  
(b) transfer all of its rights or obligations by novation, to another person.
- 19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:  
(a) the assignment or transfer is to an Associated Person of the Council; or  
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement.  
Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.5 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.

- 19.6 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.1 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.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 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 backup 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:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- 24.5.3 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 Data.
- 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 effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall 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) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

**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.

**31 HEALTH AND SAFETY AT WORK (Z)**

31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

**32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)**

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
  - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
  - b) responding to any FOIA notice and/or
  - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

### **33 SAFEGUARDING(W) (Z)**

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
  - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

#### **34 SUSTAINABILITY**

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

#### **35 EXPIRY**

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

#### **36 AUDIT AND MONITORING) (W) (Z)**

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

#### **37 RIGHTS OF THIRD PARTIES**

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **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 Contactor 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 Contactor 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 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 endeavours 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 endeavours 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 <i>[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)]</i> ;
<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

**SOC 004 - IMPARTIAL INFORMATION, ADVICE AND SUPPORT SERVICE (IASS) FOR CHILDREN, YOUNG PEOPLE (0-25) AND PARENTS / CARERS ON SPECIAL EDUCATIONAL NEEDS (SEN), DISABILITY AND RELATED HEALTH AND SOCIAL CARE NEEDS. SHROPSHIRE COUNCIL**

**Confidentiality Undertaking Regarding TUPE**

[Date] 2015

[NAME]

Your ref: \*

Our ref: SOC 004

Dear Procurement Team,

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

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

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

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

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

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

**DATED THIS DAY OF**

**Signature**

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

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



# Tender Response Document

**SOC 004:  
Impartial Information, Advice and Support Service (IASS)  
for children, young people (0-25) and parents / carers  
on special educational needs (SEN), disability  
and related health and social care needs.**

Name of TENDERING  
ORGANISATION  
(please insert)

**Citizens Advice Shropshire**

## Shropshire Council Tender Response Document

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

Impartial Information, Advice and Support Service (IASS) for Shropshire (Special educational needs and disabilities 0-25)

This contract is linked to the Children and Families Act 2014 and the Care Act 2014.

The service will apply to the Shropshire Council administrative area.

The contract will start on 1 October 2015 and end on 30 September 2017. An extension period of 24 months is optional.

The contract value is fixed at £105,400 per annum.

Service users are

- Children with SEN or disabilities, aged 0 to 16
- Young people with SEN or disabilities, aged 16 to 25
- Their parents / carers

Service aims:

Shropshire Council and Shropshire CCG wish to commission a single, integrated and seamless IASS for children, young people (aged 0-25) and their parents / carers, which

- Provides impartial information and advice about matters relating to their special educational needs (SEN) or disabilities (D), including matters relating to health and social care. This must include information, advice and support on the take up and management of Personal Budgets.
- Provides children and their parents and young people with the information and support necessary to participate in decisions about their individual support and about local provision.

The service will consist of the

- Operation of the one front door to the IASS
- Delivery of the aspects of the IASS, which are not already delivered through the Local Offer and the IASS 18+
- Signposting to and working with existing IAS services, as already commissioned by Shropshire Council and CCG, as well as the wider IASS

### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

- a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
  4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

## **Contents**

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## **Award Criteria**

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

### **Selection Criteria Pass/Fail Questions (Sections B to E)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

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

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

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

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

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

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

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

### **Award Criteria – Weighted Marked Questions**

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

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Quality 100% (1000 marks)</b>		
Section F / Q 1	Relevant organisational knowledge, skills and experience	10 / 100 max marks
Section F / Q 2	Specification	15 / 150 max marks
Section F / Q 3	Efficient use of resources	5 / 50 max marks
Section F / Q 4	Staff & volunteers	5 / 50 max marks
Section F / Q 5	Safeguarding	5 / 50 max marks
Section F / Q 6	Working with service users	10 / 100 max marks
Section F / Q 7	Working with service users	5 / 50 max marks
Section F / Q 8	Working with service users	5 / 50 max marks
Section F / Q 9	Working with partners	10 / 100 max marks
Section F / Q 10	Promotion	10 / 100 max marks
Section F / Q 11	Engagement & informing practice & policy	10 / 100 max marks
Section F / Q 12	Reducing demand outcome	5 / 50 max marks
Section F / Q 13	Social Value proposals	5 / 50 max marks
<b>Total for quality</b>		<b>100 / 1000 max marks</b>

### Quality Questions/ Scoring Scheme

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

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

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

**Tenderers should note that questions 2, 3, 5, 6, 9 and 11 require a minimum score of 6. Failure to achieve a minimum score will eliminate tenders from further consideration.**

**The tender receiving the highest mark for Quality Criteria overall will receive the full 1000 marks available for Quality. Other tenders will receive a % mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.**

**Section A:**

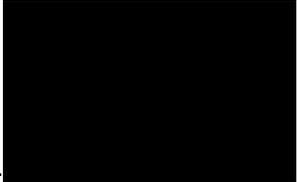
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Impartial Information, Advice and Support Service (IASS) for children, young people (0-25) and parents / carers on special educational needs (SEN), disability and related health and social care needs

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 IASS 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 .....8<sup>th</sup> July 2015.....

Designation .....Chair of Trustees.....

Company.....Citizens Advice Shropshire.....

Address .....Fletcher House, 15 College Hill, Shrewsbury, Shropshire, .....  
.....

..... Post Code ..... SY1 1LY .....

Tel No ...01743 284178..... Fax No .....01743 284185.....

E-mail address .....dpm@shropshirecab.cabnet.org.uk.....

Web address .....www.cabshropshire.org.uk.....

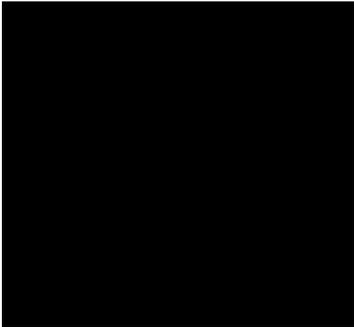
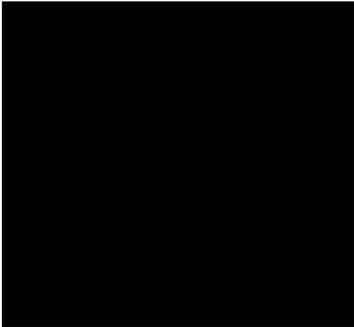
## Section A: 2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1)		... Status.....Chair of Trustees.....
Signed (2)		Status...Company Secretary.....

(For and on behalf of .....Citizens Advice Shropshire.....)

Date .....8<sup>th</sup> July 2015.....

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

Non-collusive Tendering Certificate

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

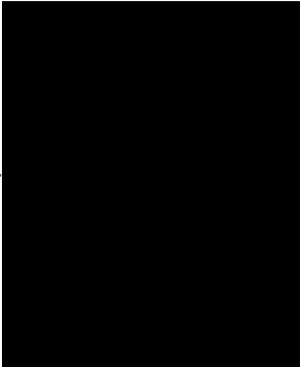
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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.....Chair of Trustees.....

Signed (2) .....  ..... Status.....Company Secretary.....

(For and on behalf of .....Citizens Advice Shropshire.....)

Date .....8<sup>th</sup> July 2015.....

### 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?

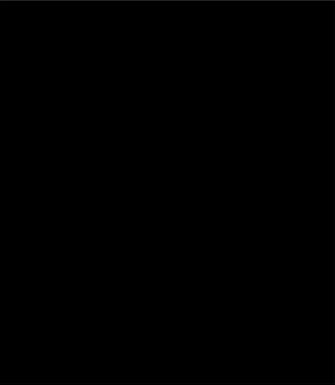
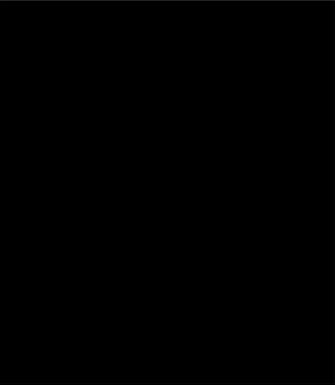
Yes / No

If yes, please give details:

Name	Relationship
[Redacted]	[Redacted] r
[Redacted]	[Redacted]
[Redacted]	[Redacted]

**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.....Chair of Trustees.....
Signed (2) ...		Status.....Company Secretary.....
(For and on behalf of .....Citizens Advice Shropshire.....)		
Date .....8 <sup>th</sup> July 2015.....		

**SECTION B****1. Supplier Information**

<b>1.1 Supplier details</b>	<b>Answer</b>	
Full name of the Supplier completing the Tender	<b>Citizens Advice Shropshire</b>	
Registered company address	<b>Fletcher House, 15 College Hill, Shrewsbury, Shropshire, SY1 1LY</b>	
Registered company number	<b>4099352</b>	
Registered charity number	<b>1085220</b>	
Registered VAT number	<b>752 7807 10</b>	
Name of immediate parent company	<b>n/a</b>	
Name of ultimate parent company	<b>n/a</b>	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input checked="" type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) <sup>1</sup>	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

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



<b>1.3 Contact details</b>	
Supplier contact details for enquiries about this tender	
Name & role	██████████, <b>Chief Executive Officer Citizens Advice Shropshire</b>
Postal address	<b>Fletcher House, 15 College Hill, Shrewsbury, Shropshire, SY1 1LY</b>
Country	<b>England</b>
Phone	<b>01743 284178</b>
Mobile	
E-mail	<b>dpm@shropshirecab.cabnet.org.uk</b>
Contact details of the person(s) who will lead on the contract and service development prior to contract start.	
Name & role	██████████. <b>CAS Partnership &amp; Development Manager</b>
Phone	<b>01743 284182</b>
Mobile phone	
Email	<b>astf@shropshirecab.cabnet.org.uk</b>

<b>1.4 Licensing and registration (please mark 'X' in the relevant box)</b>		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <p>We have to be registered with the Financial Conduct Authority as we deliver Debt Advice. Our unique licence number is FRN:617564 and we have to complete an annual return to the FCA.</p>

## SECTION C

### 2. – Grounds for Mandatory Exclusion

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

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

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

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

(k) an offence under section 59A of the Sexual Offences Act 2003;		X
(l) an offence under section 71 of the Coroners and Justice Act 2009		X
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		X
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		X
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		X
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		X
<p><b><u>Non-payment of taxes</u></b></p> <p><b>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b></p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		X

**SECTION D****3. Grounds for discretionary exclusion - Part 1**

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

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		X
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		X
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		X
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		X
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		X
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		X
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		X
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		X

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

### **Conflicts of interest**

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

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

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

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

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

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

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

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

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

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

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

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

## 5. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
5.1	<p><b>Please provide one of the following to demonstrate your economic/financial standing;</b> Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td style="text-align: center;"><b>X</b></td> </tr> <tr> <td>(b) A statement of the turnover, profit &amp; loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td colspan="2">(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years	<b>X</b>	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years	<b>X</b>								
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
5.2	<p><b>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</b> <input type="checkbox"/> Yes</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> <td rowspan="2" style="text-align: center;"><b>X</b> No</td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	Name of the organisation		<b>X</b> No	Relationship to the Supplier completing the PQQ				
Name of the organisation		<b>X</b> No							
Relationship to the Supplier completing the PQQ									

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**6. TECHNICAL AND PROFESSIONAL ABILITY**

6	<b>Relevant experience and contract examples</b>			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for services should have been performed during the past <u>three</u> years. VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation	██████████	██████████	██████████ ██████████ ██████████ ██████████
6.2	Point of contact in customer organisation  Position in the organisation  E-mail address	██████████ ██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████

<p>6.3</p>	<p>Contract start date Contract completion date Estimated Contract Value</p>	<p>[REDACTED] [REDACTED] [REDACTED]</p>	<p>[REDACTED] [REDACTED] [REDACTED]</p>	<p>[REDACTED] [REDACTED] [REDACTED]</p>
<p>6.4</p>	<p>In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.</p>	<p><b>Specialised work</b> [REDACTED]</p>	<p><b>Partnership work</b> [REDACTED]</p>	<p><b>Outreach and working with professionals.</b> [REDACTED]</p>

		[REDACTED]	[REDACTED]	[REDACTED]
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6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

[Empty response area for question 6.5]

**SECTION E****7 – Project specific questions to assess Technical and Professional Ability**

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

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

**7.1 - Insurance**

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

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

	You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 7.3 – Environmental Management

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

### 7.4 – Health & Safety

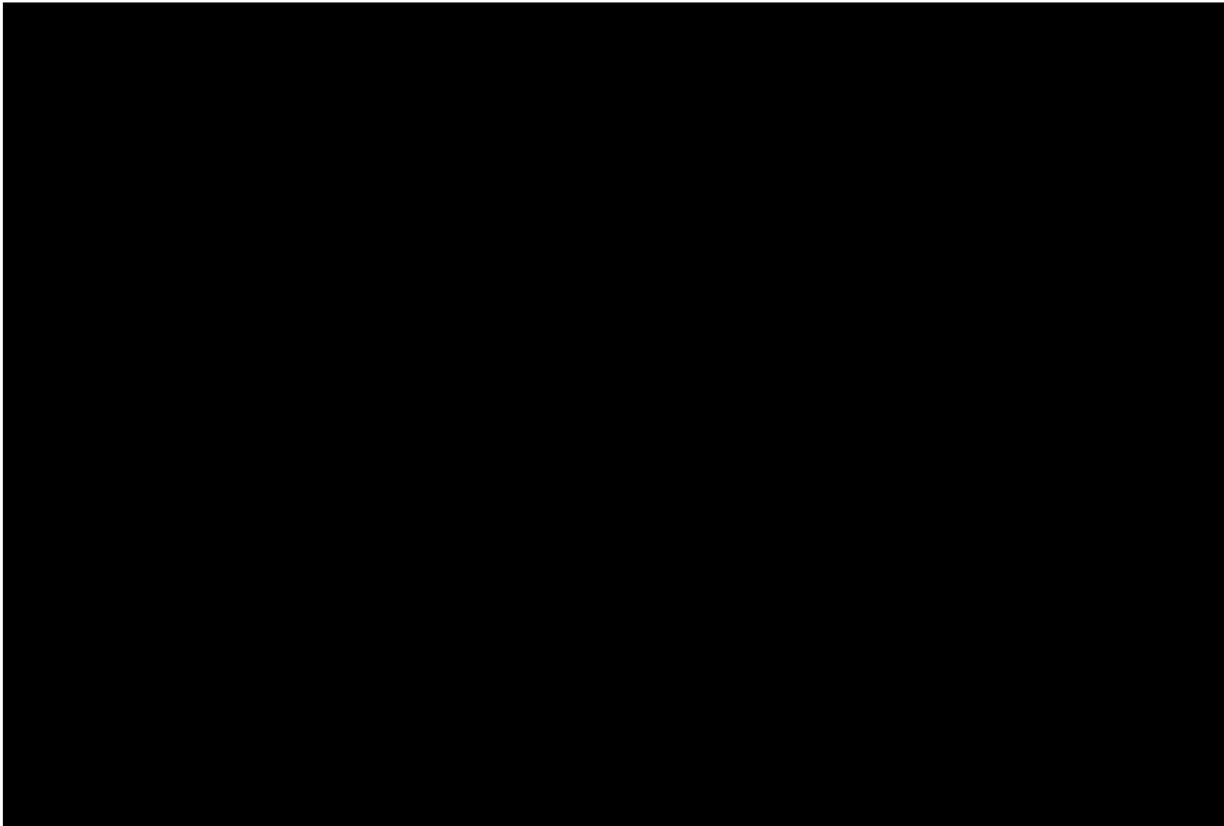
1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**7.5 Safeguarding of adults and children**

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

*	<p><i>Why do we need to know this?</i>  <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)” and  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/">http://www.safeguardingshropshireschildren.org.uk/scb/</a></p> <p>“West Midlands Adult Safeguarding Policy &amp; Procedures”  <a href="https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf">https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</a></p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?	Yes
2	For information: our requests for references will include a question relating to your organisation’s record for safeguarding.	Enclosed YES Enclosed YES
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a>                      Shropshire Council’s approach to adult protection  <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <div style="background-color: black; width: 200px; height: 20px; margin: 10px 0;"></div> <p>Signed .....</p> <p>Status.....CEO.....</p> <p>(For and on behalf of .....Citizens Advice Shropshire .....)</p> <p>Date .....8<sup>th</sup> July 2015.....</p>	

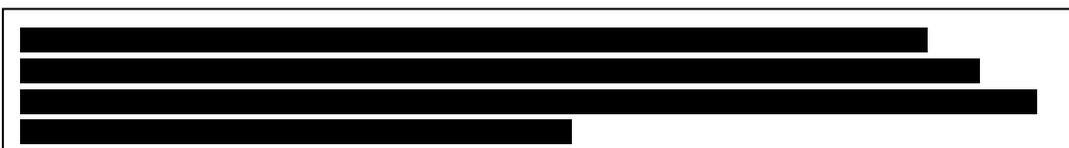


**SOC004 – SECTION F**

**METHOD STATEMENT FOR  
INFORMATION, ADVICE AND SUPPORT  
SERVICES**

**for children, young people (0 to 25) and  
parent/carers  
IN SHROPSHIRE**

**JULY 2015**



**1. Please set out below why you feel your organisation is well placed to undertake this contract.  
a brief history of your organisation and details of any previous similar contracts and experience in order to demonstrate that your organisation has the relevant knowledge, skills and experience to deliver this service in Shropshire (maximum 1500 words).**

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**2. Please describe how you are planning to deliver this service to meet all the criteria set out in the invitation to tender and the specification.**

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[Redacted text block containing several paragraphs of bulleted information]



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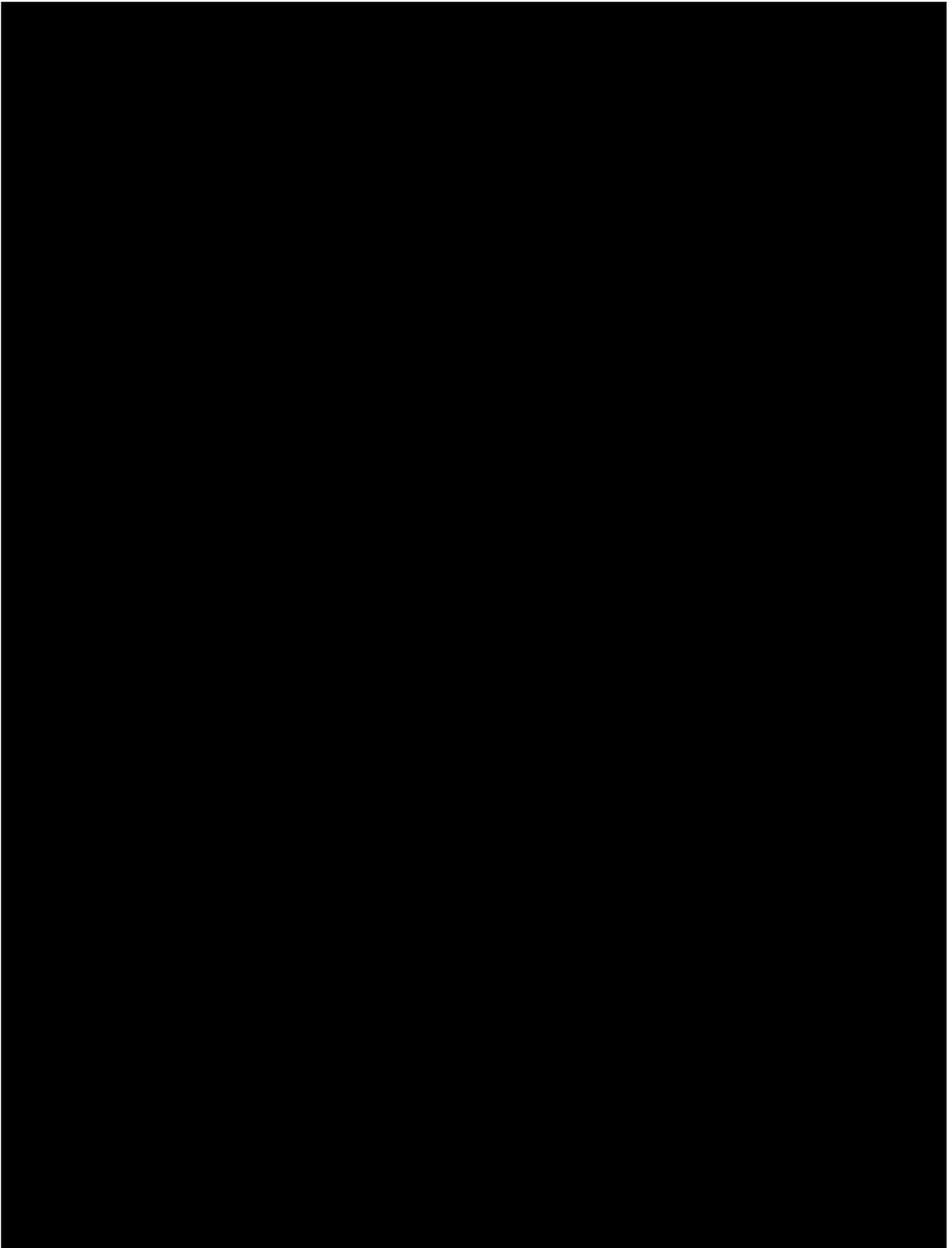
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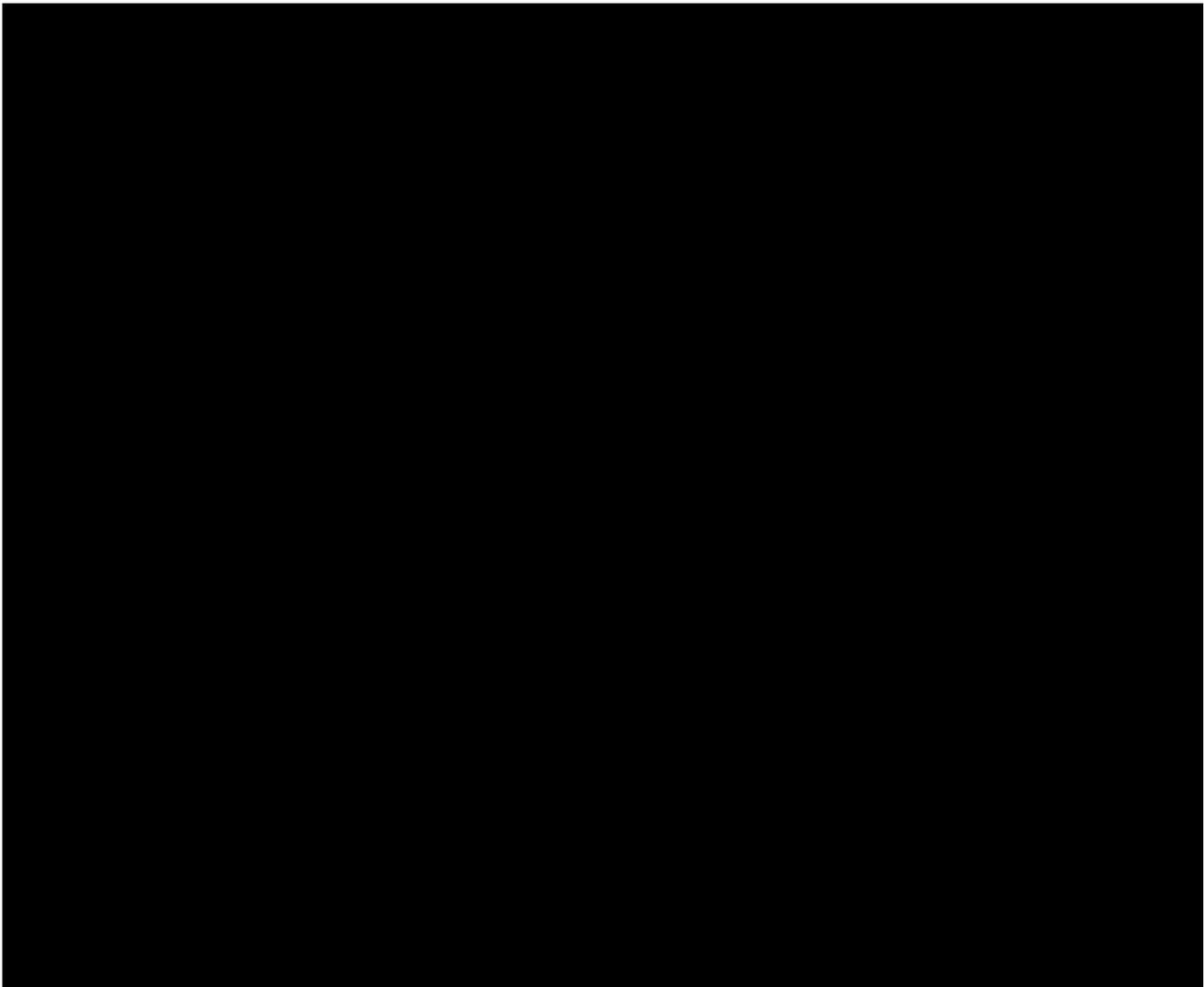
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SOC 004



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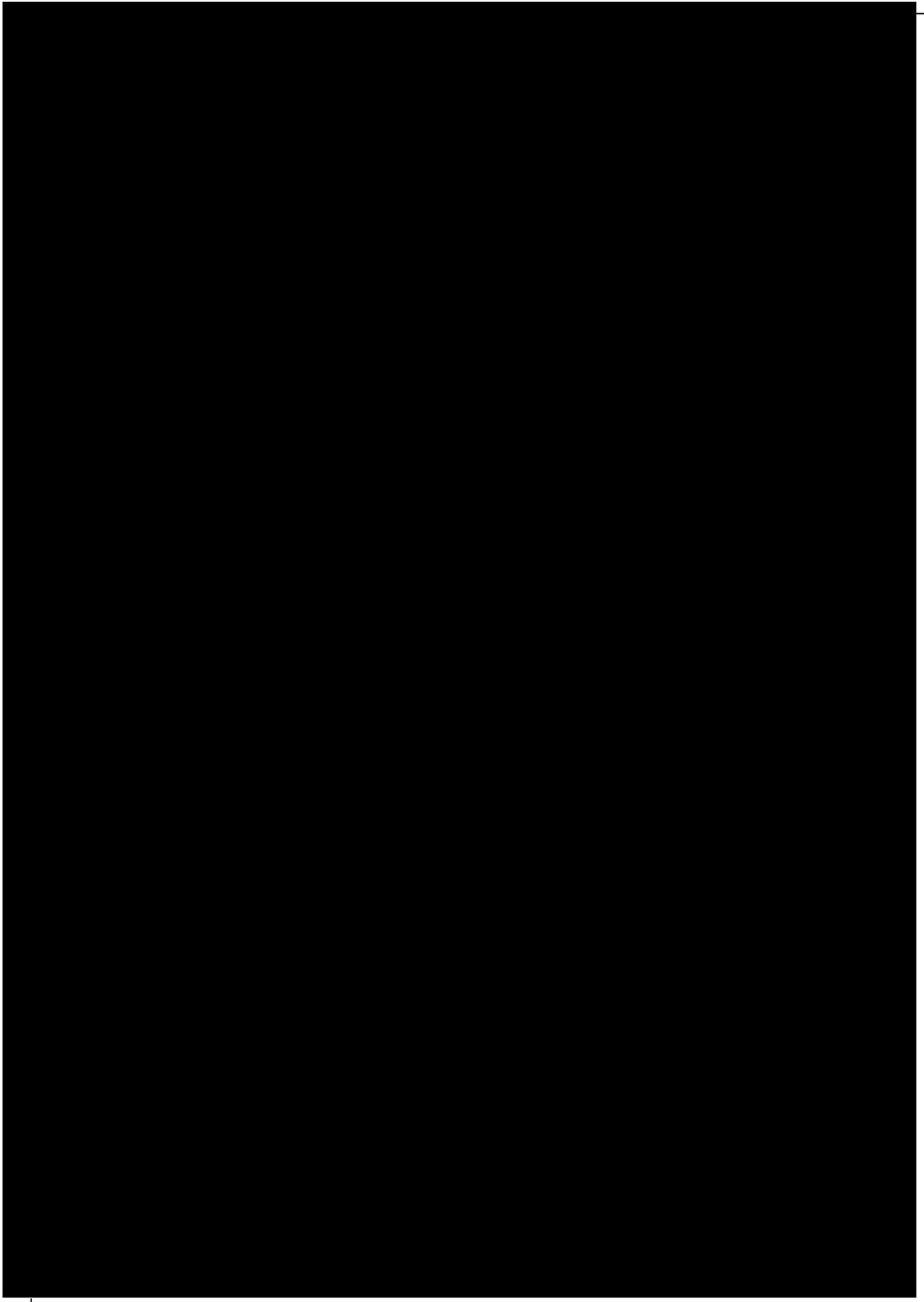
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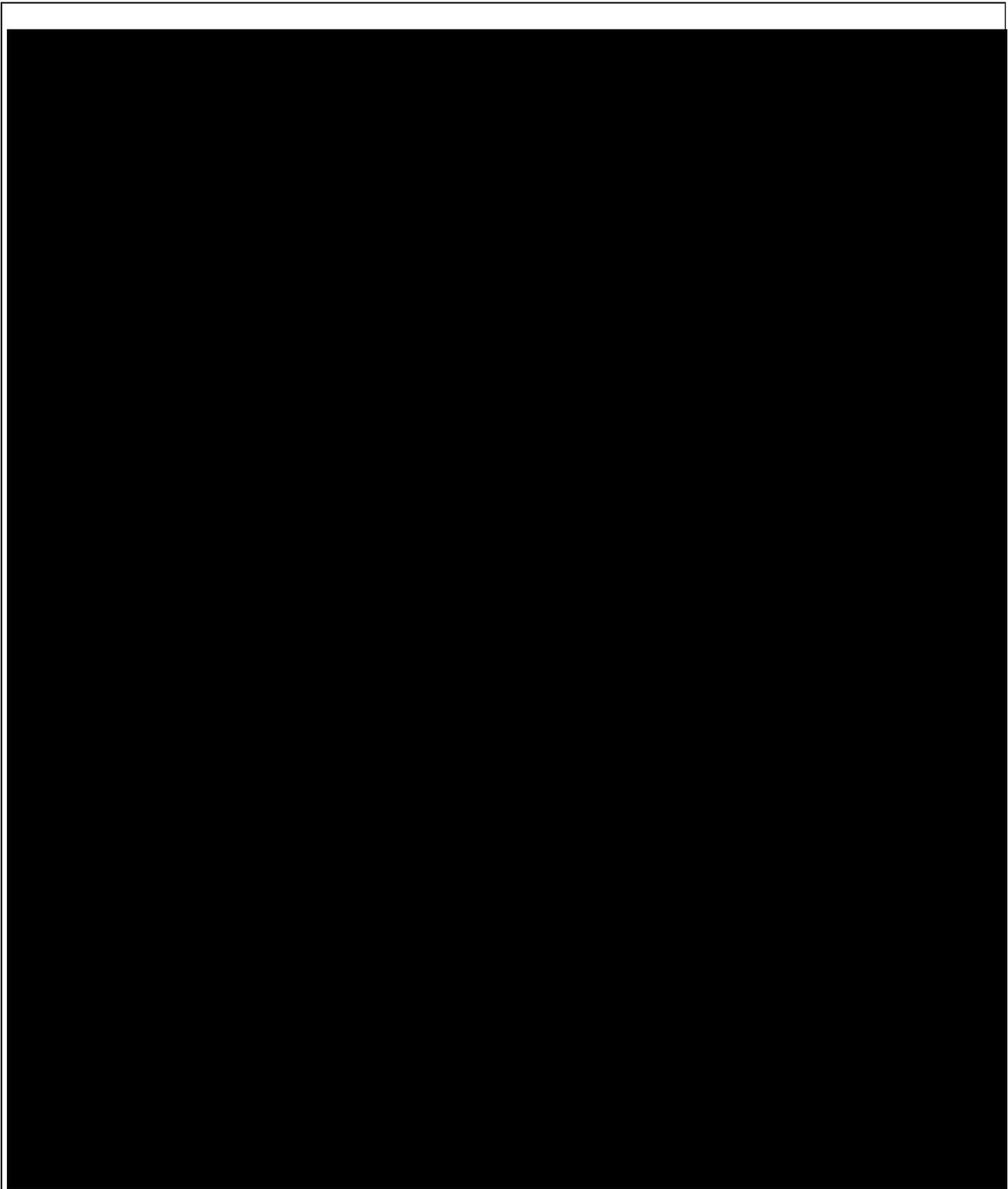
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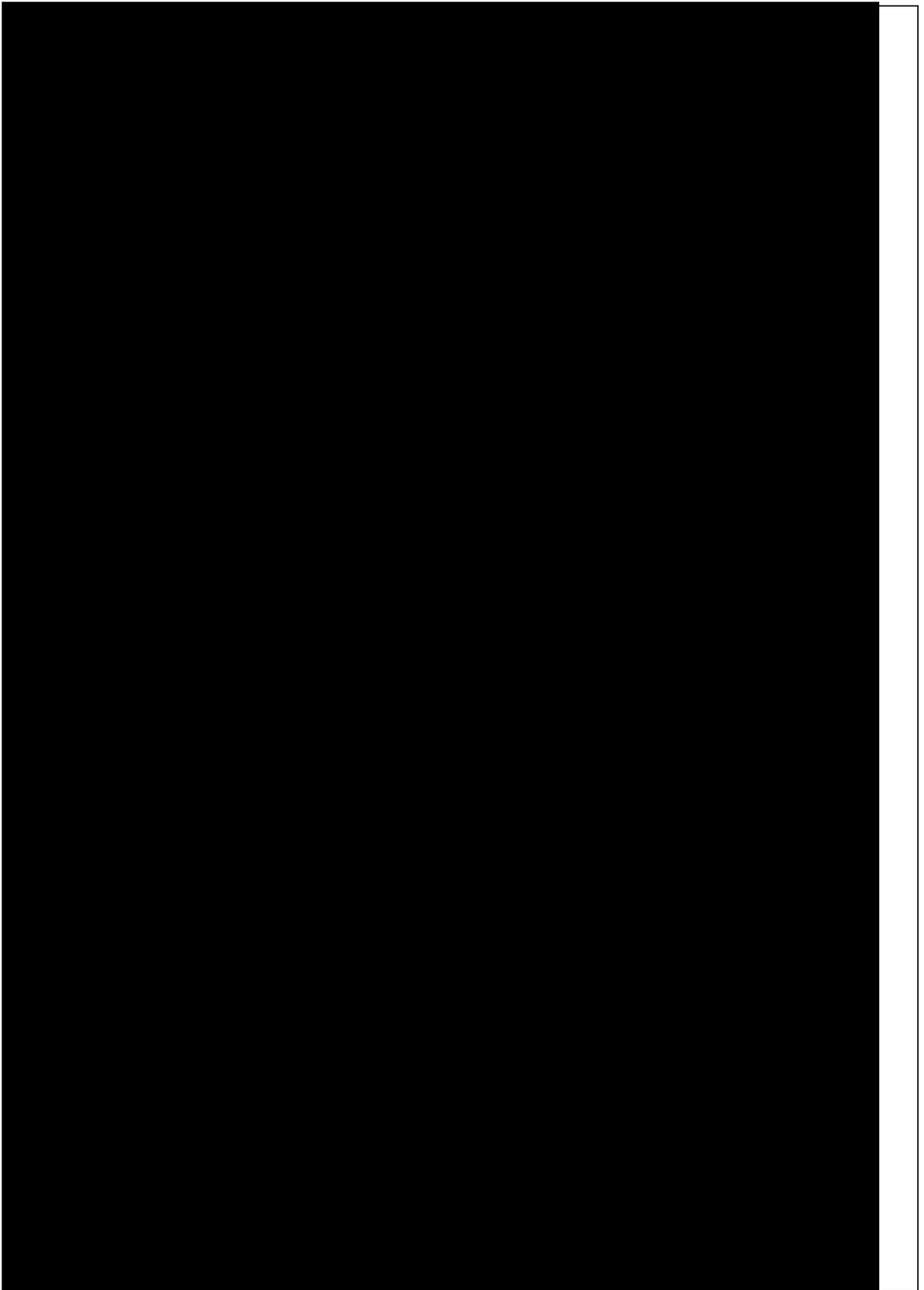
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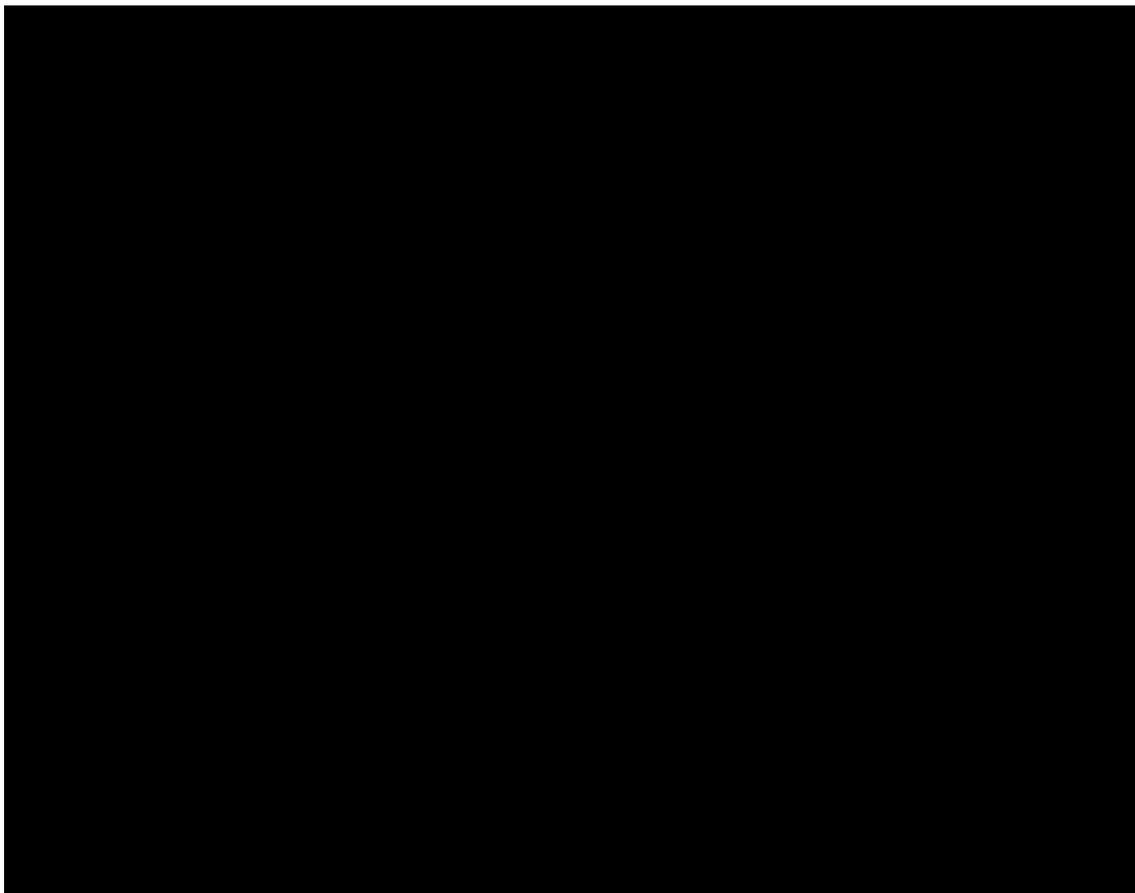
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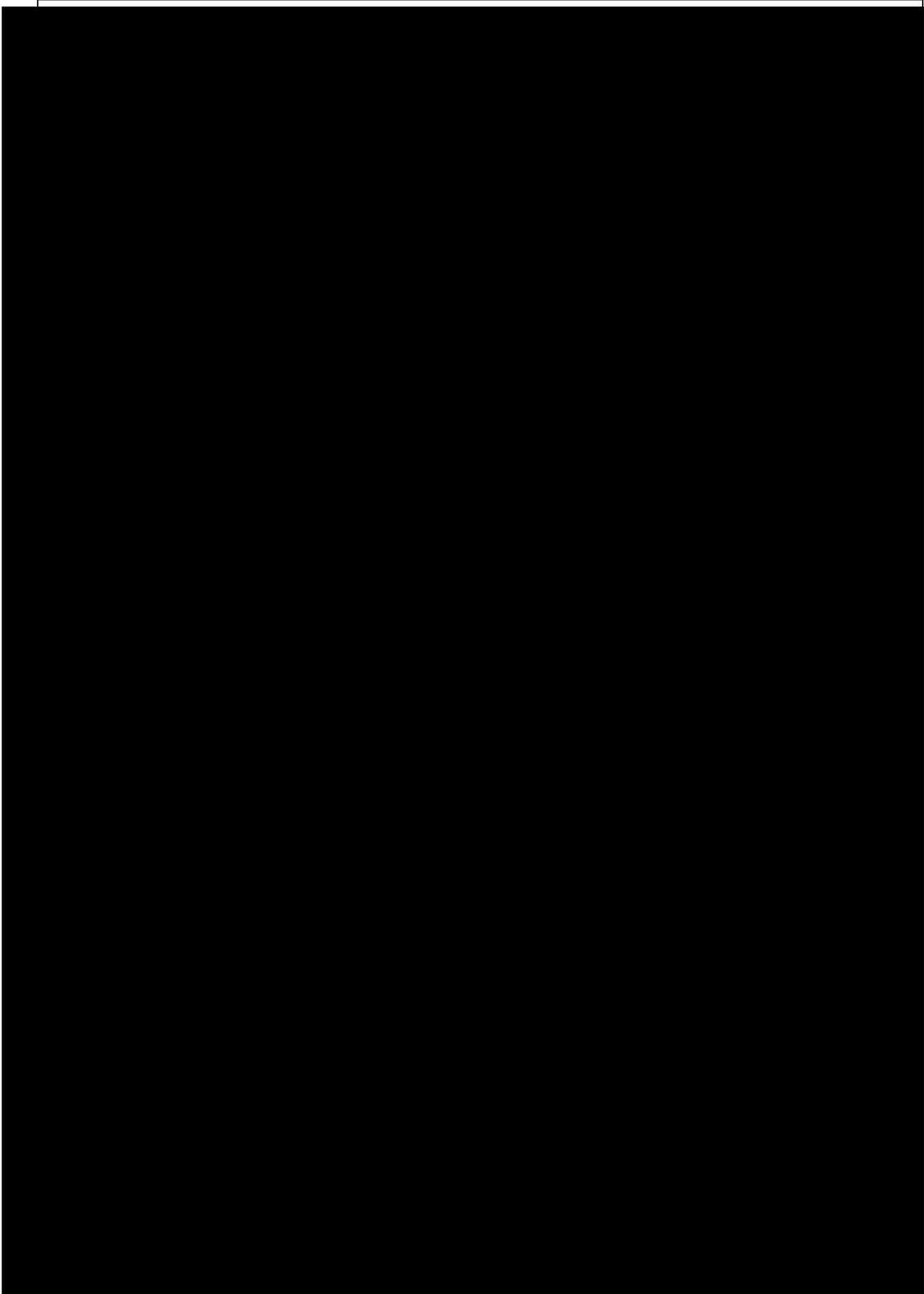
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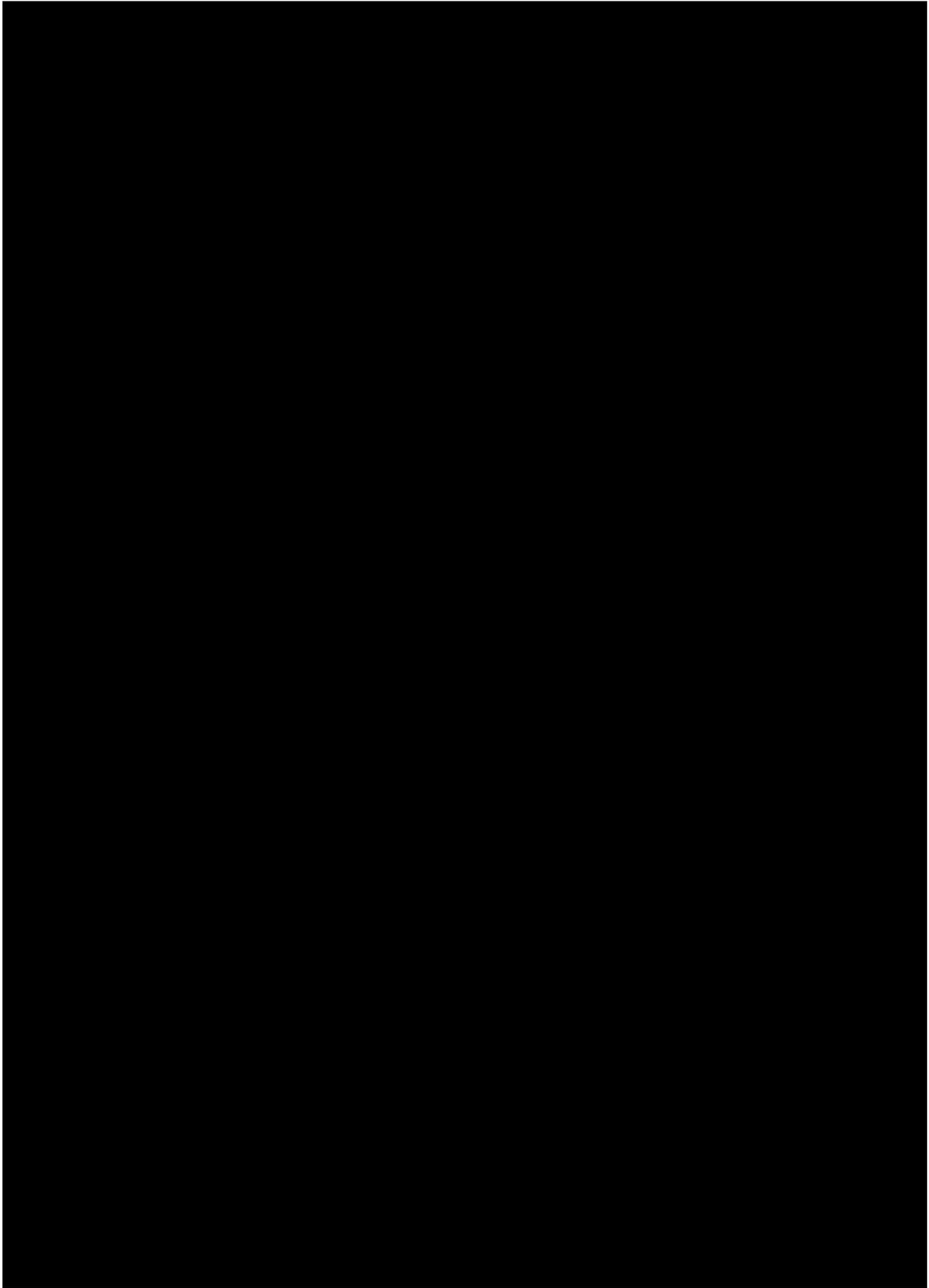
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5.

In

section 6.4.3 of the ITT, we state that we require that all applicants can demonstrate understanding and compliance with local safeguarding procedures relating to children and vulnerable adults.

Please describe how your organisation will ensure that it and its partners will meet this requirement from the start and throughout the contract. (Maximum 1500 words).

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6. In section 4.5.1, we say that we require that staff providing information, advice and support will work in partnership with children, young people, parents to achieve the outcomes they are looking for.

Please describe your approach to this requirement. Please provide two diverse examples to support your response.

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[Redacted section header]

- [Redacted list item 1]
- [Redacted list item 2]
- [Redacted list item 3]
- [Redacted list item 4]



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10. In section 4.13.1 of the ITT, we said that the service will also be required to take steps to promote itself, so that as many stakeholders as possible know about it and know how to access and refer to it. Promotion of the service also links to the IASS standard and our outcome of 'potential service users are aware of the IASS and what it can offer them.'

Please draft a brief PR statement (max 500 words), aimed at parents and stakeholders that provides the essential information about your proposed service.

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11. In section 4.5.1 of the ITT, we say that we require the service to implement the principle of “staff providing information, advice and support should work with their local Parent Carer Forum and other representative user groups (such as forums for children and young people) to ensure that the views and experiences of children, young people and parents inform policy and practice”.

Please describe your approach to this. Please provide one example which demonstrates how this principle has informed your own practice/policy and led to service improvements. Please provide a second example of how this principle has informed external practice/policy and led to service improvements.

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**12. In section 4.5.13 of the ITT, we say that the IASS should contribute to the outcome that demand on services decreases as a result of provision of IASS.**

**Please give us your view on the opportunities and limits to achieving this outcome. Please suggest how this outcome and your contribution to it could be measured. Use examples from your practice to support your view.**

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13. In section 4.16.2 of the ITT, we say that we require the IASS to seek to generate additional income or benefits to the Shropshire economy from other funding sources to provide additional services to complement the wider service offer.

Please give us your view on the opportunities and limits to achieving this outcome. Use examples from your practice to support your view.

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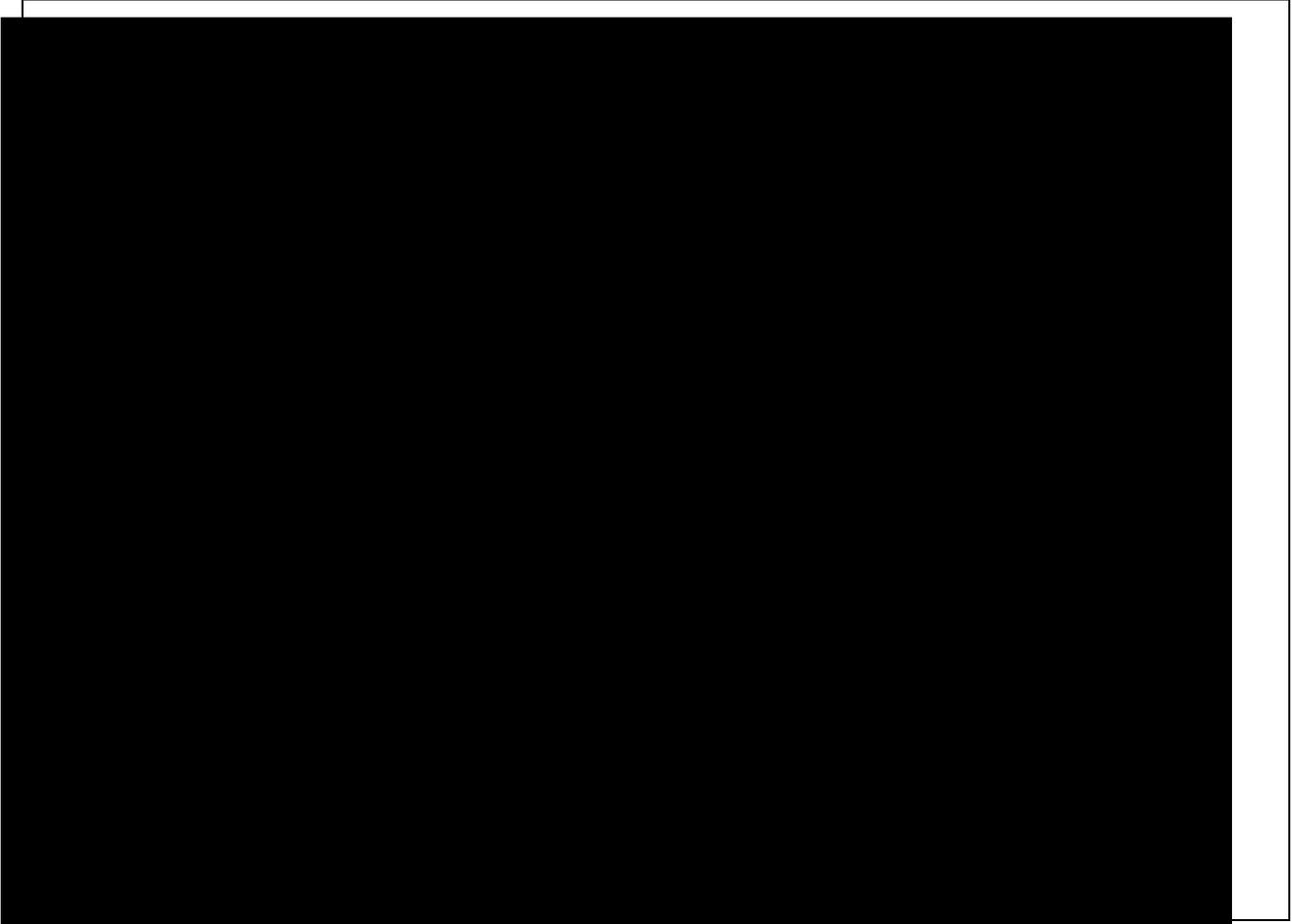
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SOC 004

commercial info





Citizens Advice Shropshire  
Fletcher House  
15 College Hill  
Shrewsbury  
SY1 1LY                      commercial info

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date:                      24<sup>th</sup> June 2015

Emailed to: [dpm@shropshirecab.cabnet.org.uk](mailto:dpm@shropshirecab.cabnet.org.uk)

Dear Sirs

**SOC 004 - IMPARTIAL INFORMATION, ADVICE AND SUPPORT SERVICE  
SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2006 (the "Regulations").

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

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 3<sup>rd</sup> August 2015.

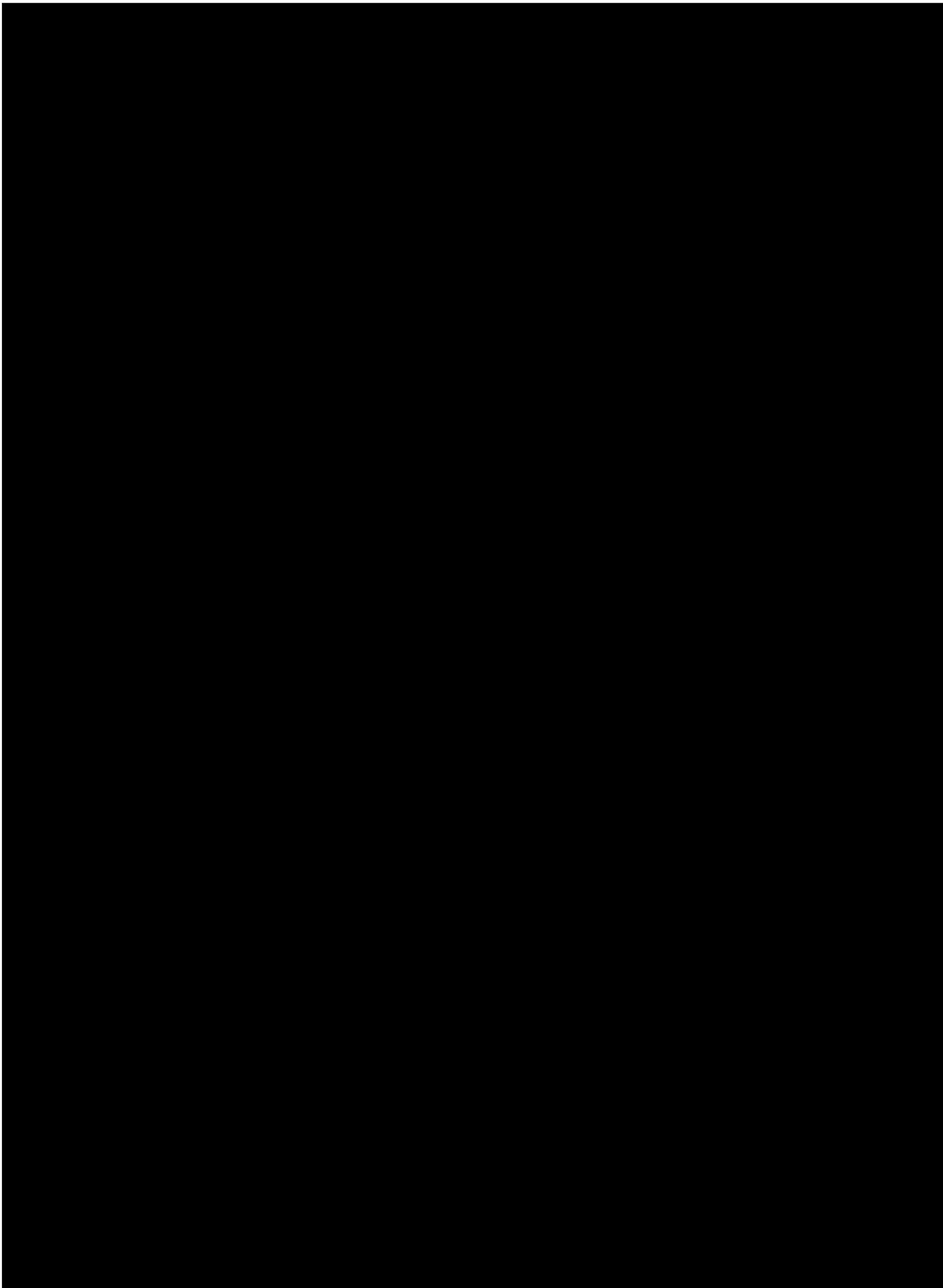
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework/contract after the expiry of the standstill period.

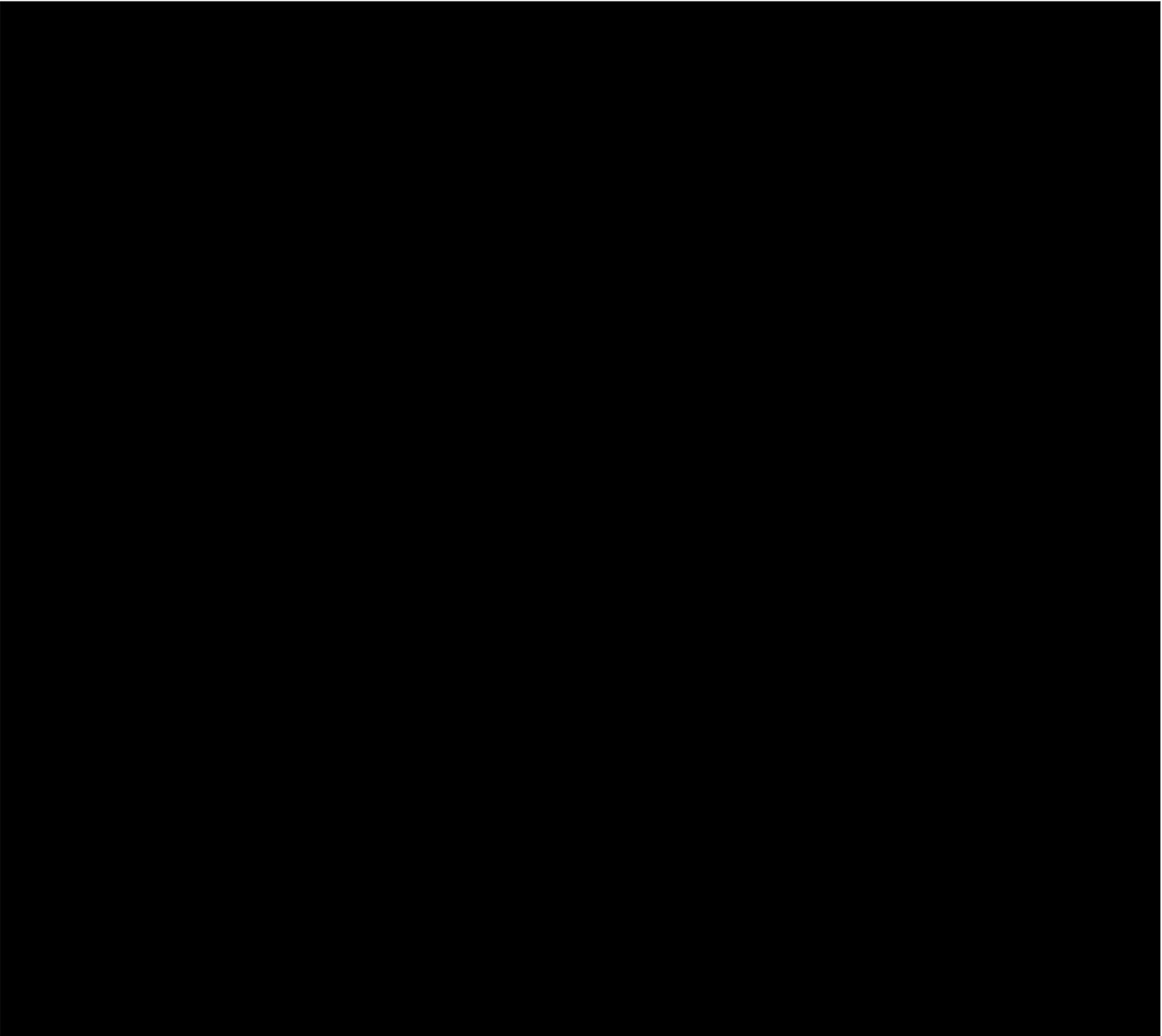
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 3 tenders received)
Quality	■	■	■
Overall	■	■	■

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

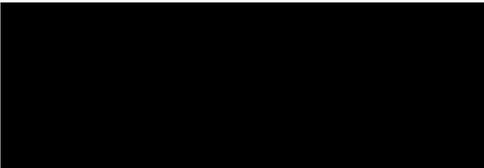






We will be in touch with you again at the end of the standstill period.

Yours faithfully



Commissioning Officer  
Tel: 01743 253795