

UK-Shrewsbury: Social services.

UK-Shrewsbury: Social services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

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

Contact: [REDACTED] - Procurement Manager

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

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-services./852425AM85>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-services./852425AM85> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-services./852425AM85>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMCV 105 – Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire

Reference Number: AMCV 105

II.1.2) Main CPV Code:

85320000 - Social services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Applicants are invited to tender for the provision of an Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire residents for a period of 2 years with an option to extend for up to a further 12 months commencing on 1st September 2016.

II.1.5) Estimated total value:

Value excluding VAT: 614,500

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Applicants are invited to tender for the provision of an Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire residents for a period of 2 years with an option to extend for up to a further 12 months commencing on 1st September 2016.

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

The Integrated Home Improvement Agency (HIA) and Handyperson service will help to achieve this through supporting older and vulnerable people to live independently and safely through making minor through to major grant-aided adaptations to their homes, allowing them to live more independently and safely and to remain in their own homes. It will also support more people to access the benefits to which they are entitled, and access other services to insulate and improve their homes. The service also work closely with Shropshire Council and the commissioned Independent Living Centre service, and will provide information, advice and signposting to help people to access other services which will help them to remain independent.

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

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

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

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

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 614,500

Currency: GBP

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

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

This contract is subject to renewal: Yes

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

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

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

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

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

See tender documents

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

III.2.2) Contract performance conditions

See tender documents

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

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

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

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

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

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

IV.2.7) Conditions for opening of tenders:

Date: 26/07/2016

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 3 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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

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

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VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

Email: procurement@shropshire.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Email: procurement@shropshire.gov.uk

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

UK-Shrewsbury: Social services.

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

Shropshire Council

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

Email: procurement@shropshire.gov.uk

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

Annex A

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

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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

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

Email: procurement@shropshire.gov.uk

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

NUTS Code: UKG22



24th June 2016

Tel: (01743) 252993

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Bidder

AMCV 105 – Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire

SHROPSHIRE COUNCIL

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

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

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on Tuesday 26th July 2016** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

personal info

- 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. Please raise all clarification questions before the deadline of 19th July 2016.

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

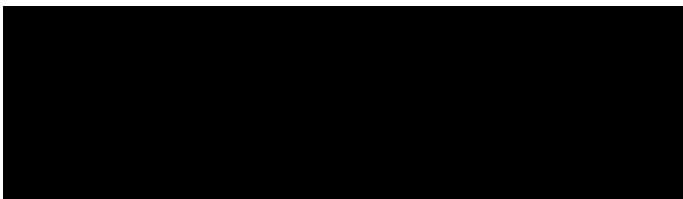
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

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

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.

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

Yours faithfully



Procurement & Contracts
Enc

Recommissioning Home Improvement Agency & Handyperson

Information Pack

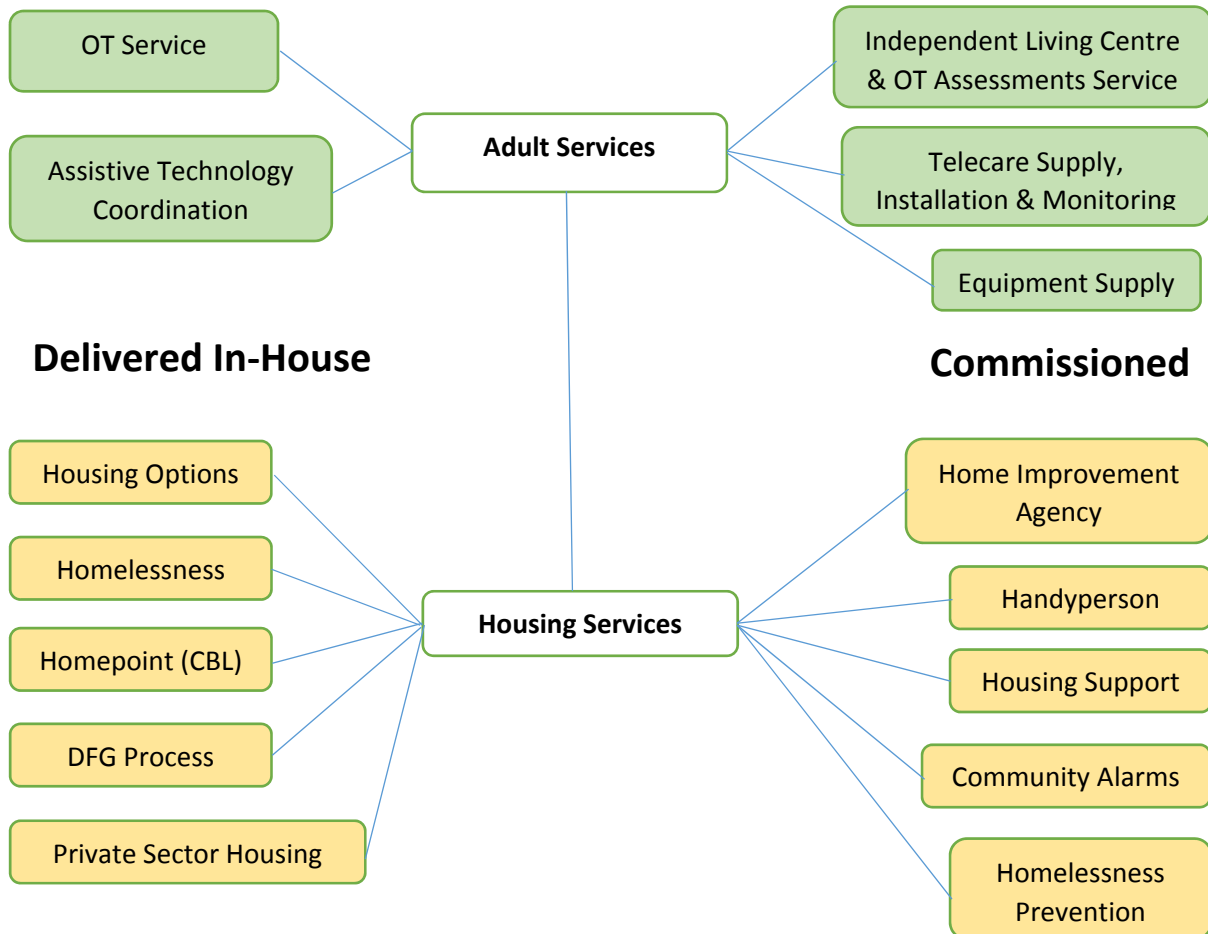
The information contained in this pack relates to DFG-funded adaptations generally and also provides information in relation to adaptations and works carried out under the current contracts for the Home Improvement Agency and Handyperson services between Shropshire Council and the current Provider.

Contents:

Section 1	Shropshire Council Housing Services (Overview)
Section 2	DFGs, Major Adaptations, Home Improvement Agency
Section 3	Handyperson
Section 4	Sanctuary Scheme
Section 5	Other Relevant Background Data
Section 6	Strategic and Legislation Requirements

Section 1 – Shropshire Council Housing Services (Overview)

Housing Services across Shropshire were brought together under the new unitary Shropshire Council in 2009. Housing Services has worked increasingly closely with Adult Services to redesign the way that the local authority helps to maintain the independence of vulnerable people. The current high-level structure for Housing Services, its commissioned activity and that activity delivered or commissioned through Adult Services which is intrinsically linked, is as follows:



Section 2 - DFGs, Major Adaptations, Home Improvement Agency

Adaptations which are eligible for DFG funding are currently delivered through a working relationship between the local authority, registered providers and the contracted Home Improvement Agency (Mears). Occasionally, people eligible for DFG funding for an adaptation will choose to utilise a private architect / agent.

Shropshire Council employs a small team to process and approve DFG applications and will then liaise with either the HIA (if private sector), the registered provider (if social housing) or, occasionally, with an architect or agent if the applicant chooses to use one instead. Work to design schemes, source equipment (eg stairlifts, walk-in showers, etc) and manage contractors is then carried out by either the HIA or registered provider.

Analysis of DFG Approvals, Completed DFGs and Individual Adaptation Types 2015/16

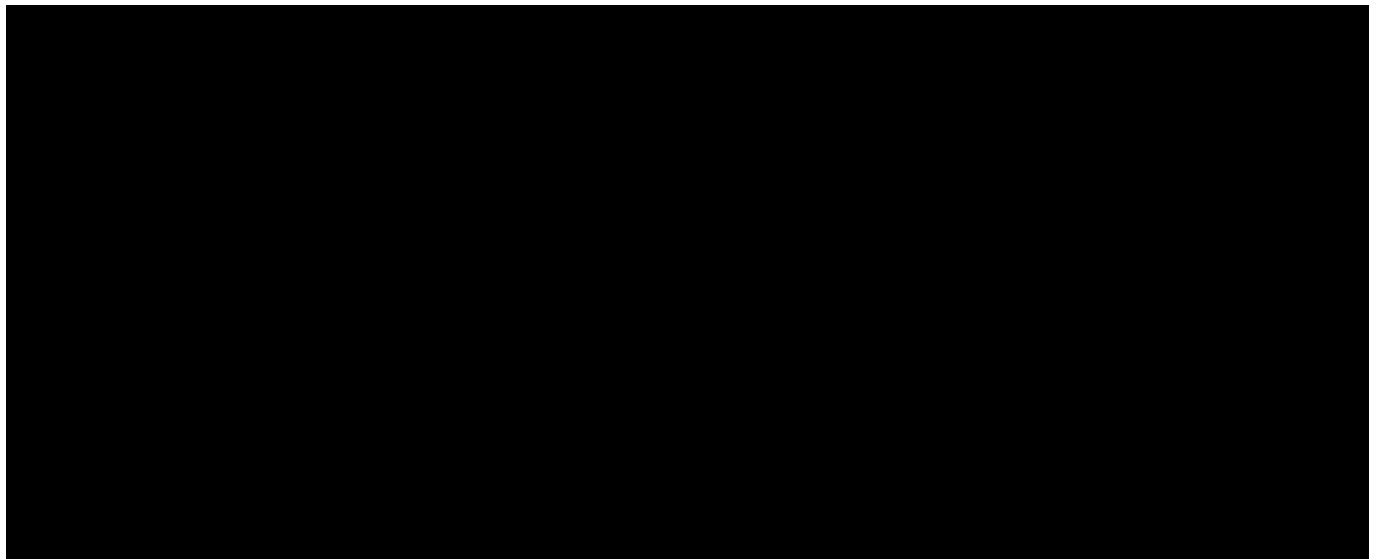
1. DFG Approvals

In 2015/16 a total of 198 DFGs were approved across all tenures, of which 142 were referred to the HIA. Some DFGs incorporate more than one adaptation. The analysis below relates to both DFGs (some incorporating multiple Adaptations) and Adaptations (individual solutions).

DFG Approval by Tenure:

tenure	no
O01 Owner Occupier	88
T04 Severnside Housing Association Tenant	32
T02 Housing Association Tenant (Other)	28
T01 Private Tenant	20
T05 South Shropshire Housing Association Tenant	11
L01 Private Landlord	2
T06 Meres & Mosses Housing Association	17
Total	198

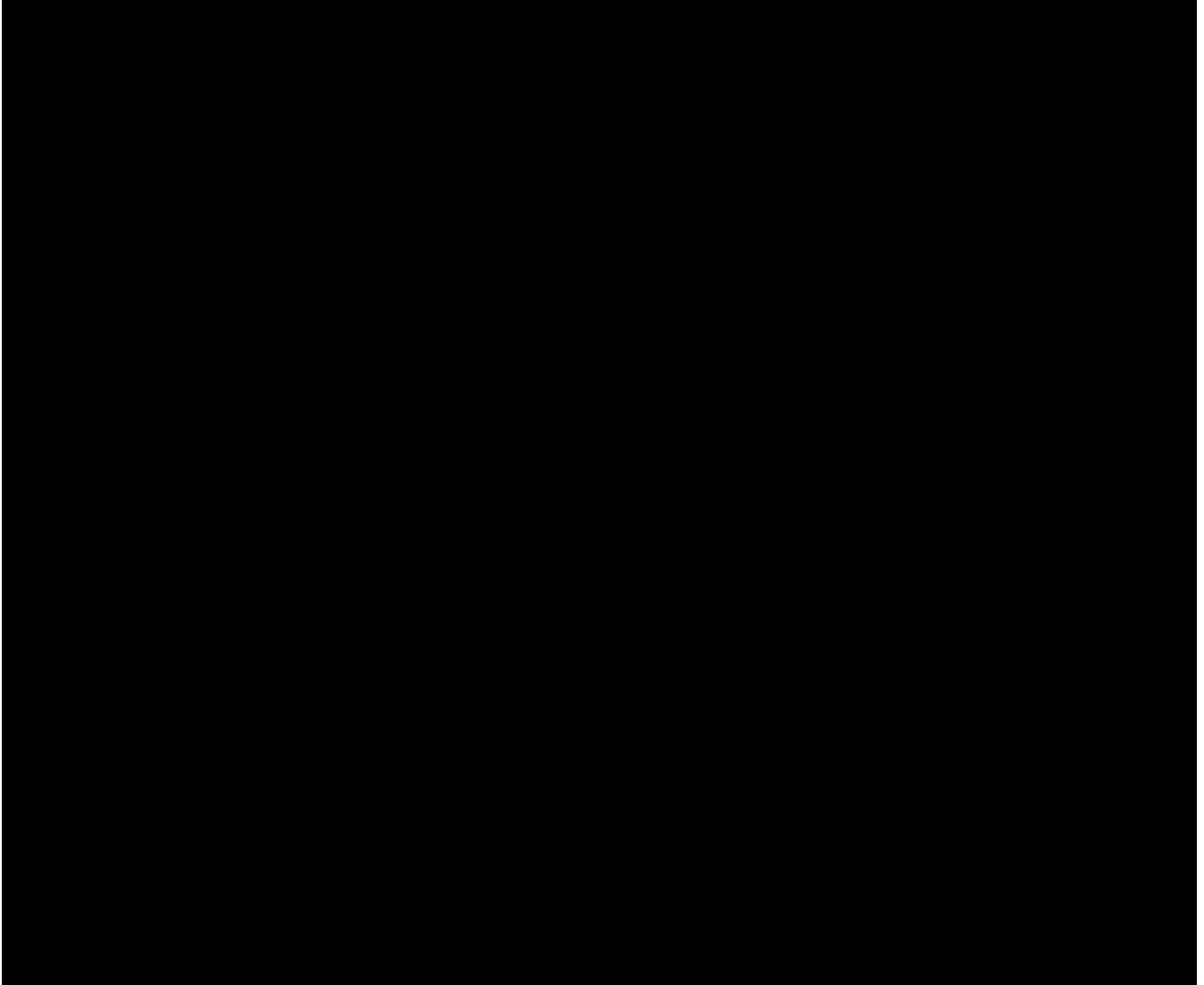
Of the above, 142 were referred to the HIA. Note that 28 'Other' Housing Association adaptations were administered by the HIA.



2. DFG Completions by Adaptation Type

This information describes each completed individual adaptation by type and by value during 2015/16. Some of this work may relate to grants approved during the previous financial year. Some DFGs incorporate more than one Adaptation.

Total completed adaptations funded through DFG for the last two years were:



Related to the above actual spend on DFG during 2015/16, the following table shows the total number of completed DFGs (all DFG) and the total number completed by the HIA during 2015/16.

Adaptation Type	Total Number		HIA Only
	2014 15	2015 16	2015 16
Level Access Shower	100	93	84
Curved Stairlift	25	13	9
Ramp	18	14	12
Straight stairlift	17	28	20
Extension	11	5	5
WC	11	6	4
Hoist	10	11	11
Closomat	8	10	8
Heating	7	1	1
Through floor lift	5	1	1
Widening door	5	4	2
Door entry System	5	1	1
Other Bathroom Alterations	2	4	4
Kitchen adaptation	2	2	2
Access to Garden	1	6	3
Others	16	17	13
	243	216	180

It should also be noted that 103 cases were cancelled between the OT assessment and completion of the DFG.

Section 3 - Handyperson

A Handyperson service for eligible people (older, disabled & vulnerable people living in private sector accommodation in need of minor works to maintain independence) is funded by Shropshire Council through a contract. The council's contract funding provides baseline funding for the service; the current provider charges ██████████ per hour to either the client or referring agency if applicable for each job.

During 2015/16 the total number of individual Handyperson jobs completed through the current contract was 3,723. The total number of individual households with jobs done was 2,003.

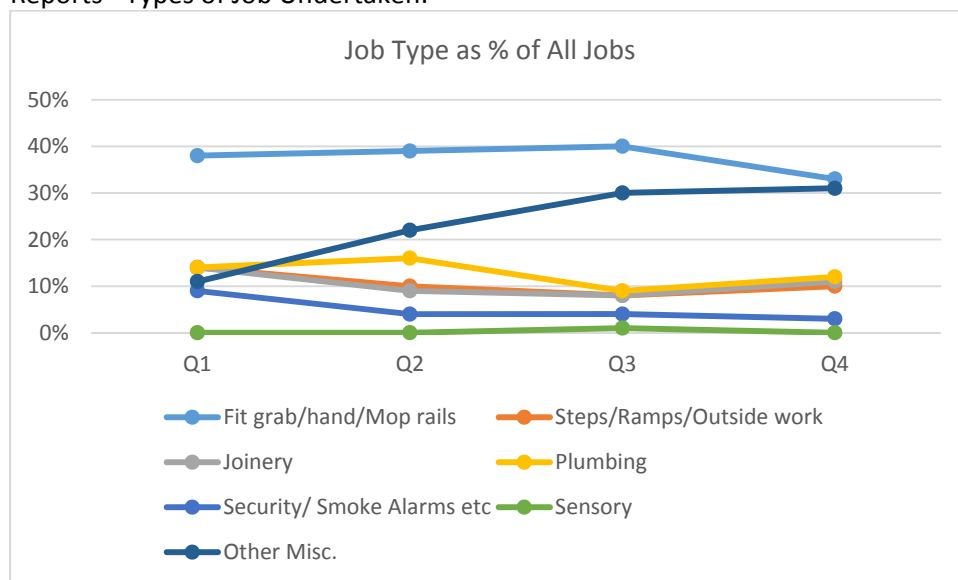
Analysis of Handyperson Works

The following information is drawn from quarterly reporting. In addition a sample of 120 Handyperson service referrals was reviewed recently and a more detailed analysis has been undertaken.

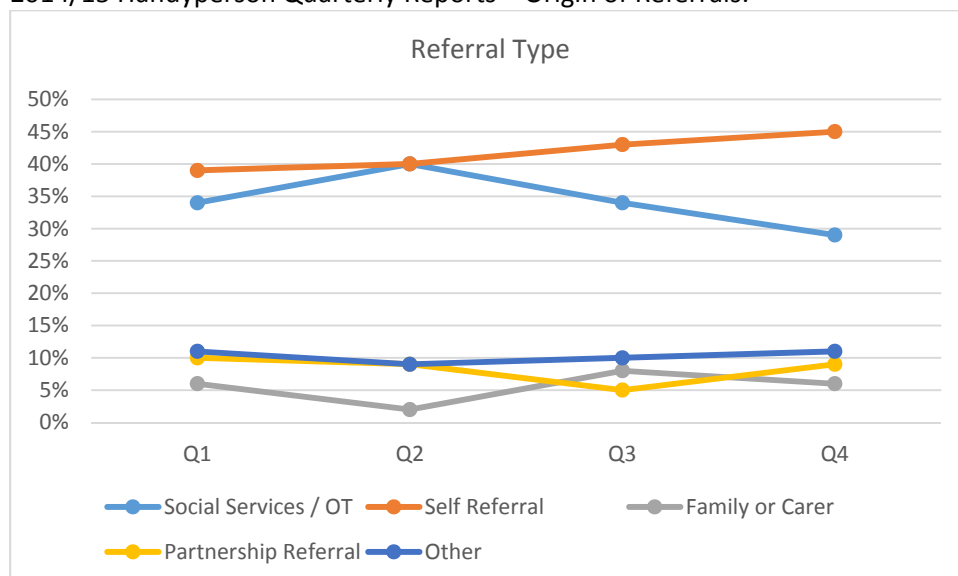
2015/16 Handyperson Service Contract Quarterly Reports:

Activity – Full Year	No.
New Enquiries / Referrals	2661
Completed Jobs	4032
No. Households With Jobs Done	2217
Advice Only – No Job	487
Home Visits With No Job	93

As a guide the following are derived from the previous full year **2014/15** Handyperson Quarterly Reports - Types of Job Undertaken:



2014/15 Handyperson Quarterly Reports – Origin of Referrals:



Section 4 – Sanctuary Scheme

A small number of works were completed by the HIA under the 'Sanctuary Scheme'. The main aim of the Sanctuary Scheme is to enable people at risk of domestic violence to safely remain in their own home where appropriate through provision of security improvements and advice. The total number of improvements carried out under the scheme in 2015/16 was 6.

Section 5 - Other Background Data of Relevance

A survey was undertaken recently by Shropshire Partners in Care (SPIC) in conjunction with Shropshire and Telford & Wrekin Councils to ascertain the current use of care home placements taken up by self-funders and also use of domiciliary care services by self-funders. Headline data for Shropshire Council area only of relevance is as follows:

Care Homes (87% Return Rate)

Type	Total No. Beds	Total Self-Funders
Older People Residential	1077	503
EMI Residential	563	180
Older People Nursing	926	324
Nursing EMI	361	91
Younger Adults	592	6

Domiciliary Care (79% Return Rate)

Type	Total	Total Self-Funders
Older People	1774	884
EMI	100	49
Younger Adults	328	30
Nursing	28	0

Section 6 – Strategic and Legislation Considerations

The Housing Grants, Construction and Regeneration Act 1996 is the legislation which covers the assessment and award of Disabled Facilities Grants.

The Care Act 2014 is the key piece of legislation covering social care services for adults. Particular parts of the legislation to note include:

- Introduction of the wellbeing principle. Section 1 of the Care Act sets out the 'wellbeing principle', local authorities will be under a general duty to promote an individual's wellbeing; this applies when they are making any decisions under the Care Act. This will relate in part to the suitability of an individual's living accommodation. The well-being principle should be imbedded in all aspects of the local authority's decision making, and applies equally to people who are not eligible for care and support. For example, the local authority must have regard to the well-being principle through the provision of universal services.

- Prevention. Under section 2 of the Care Act, a local authority must provide services or take steps which it considers will contribute towards preventing or delaying the development by adults or carers of the need for care or support, and it must try to reduce the need for care and support by adults or carers in its area. This duty applies to all adults in the local authority's area. This includes early intervention, such as fall prevention clinics, adaptations to housing, handyman services, and short term provision of wheelchairs or telecare services.
- Integration of care and support
- Information and advice – including all aspects relating to individuals' wellbeing such as Housing

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

Shropshire Council's Draft Corporate Plan for 2016 sets out 3 high-level outcomes which provide the focus of the work of the council and underpin what we are trying to achieve over the coming years.

These are:

- Healthy People - This means supporting people to take responsibility to look after themselves, increasing their quality of life as well as their length of life, and reducing ill health to minimise demand and dependency on public services.
- Resilient Communities - are self-sufficient and have the resources and capabilities to meet their collective needs and flourish. They are safe, sustainable and interdependent on each other; supporting vulnerable children and adults to remain in their communities for longer and realise their goals.
- A Prosperous Economy - Economic performance in Shropshire is good but we want to make more of our economic potential. This includes land, infrastructure, connectivity and the facilities to train and educate a world class workforce.

Shropshire Council and partners from the Voluntary & Community Sector, CCG, Police & Crime Commissioner and Housing have established a framework for applying the Social Value Act in Shropshire. We will apply relevant Social Value outcomes to the recommissioning of Home Improvement Agency and Handyperson services. The framework can be accessed at: <http://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/>



INSTRUCTIONS FOR TENDERING

**AMCV 105 – Integrated Home
Improvement Agency
Adaptations and Handyperson
Service for Shropshire**

Shropshire Council Instructions for tendering

Contract Description:

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

The Integrated Home Improvement Agency (HIA) and Handyperson service will help to achieve this through supporting older and vulnerable people to live independently and safely through making minor through to major grant-aided adaptations to their homes, allowing them to live more independently and safely and to remain in their own homes. It will also support more people to access the benefits to which they are entitled, and access other services to insulate and improve their homes. The service also work closely with Shropshire Council and the commissioned Independent Living Centre service, and will provide information, advice and signposting to help people to access other services which will help them to remain independent. The service will carry out works associated with the domestic violence 'Sanctuary' scheme aimed at helping victims of domestic violence to remain safely in their own home if they wish and it is appropriate.

The funding for this contract is capped at £221,500 per annum for the first year and at £196,500 in subsequent years and is to be allocated by the Provider to ensure that the following are sufficiently provided:

- Adaptations service – work undertaken on cases closed before completion (currently estimated at £16,500 per annum). Funding for the administration of completed DFG-funded adaptations will be paid on satisfactory completion at a rate of 12.5% of the value of the completed eligible works.
- Handyperson service – subsidy towards core funding of staff, vehicles and tools. This is capped at £125,000 in year 1 and £100,000 in subsequent years. The Handyperson service will charge a reasonable hourly rate (currently £15 per hour but has not been increased since 2009) for eligible jobs. We would expect to see a reducing subsidy from the council as the Handyperson service develops as a commercial enterprise and increases its unsubsidised volume of work.

Contract Description (cont.):

- The Integrated service – capped at £80,000 per annum. This will provide for other valuable services such as home safety checks (fire safety, hazards, trips, etc), advice and access to help address cold and damp living conditions and operation of the ‘Sanctuary’ scheme to provide added safety and security measures at home for people at risk of domestic violence. Works completed under the Sanctuary scheme will be charged at an hourly rate for labour plus agreed security measures / equipment

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

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1.0 Invitation to Tender

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

2.2 Terms and Conditions

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

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

the Tender documentation are correct at the time of submission.

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender and through the Council's Delta e-tendering portal. Tenders must be uploaded and submitted through Delta by the deadline of **noon, Tuesday 26th July 2016.**
- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with,

the Tender may be rejected.

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

5.0 Variant Bids

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

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

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies who are currently carrying out the work that is included in the Contract are included in the attachment 'HIA and Handyperson Staffing Information'. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for

any errors or omissions in it.

7.0 Tender Evaluation

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

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

8.0 Clarifications

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

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

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

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

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

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

9.0 Continuation of the Procurement Process

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

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;

- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

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

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

10.0 Confidentiality

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

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

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

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

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

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

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

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

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

10.5.2 the Tenderer obtains the prior written consent of the Council in relation to such

disclosure, distribution or passing of the Invitation to Tender; or

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

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

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

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

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

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

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

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

11.5 In certain circumstances where information has not been provided in confidence,

Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

12.0 Disqualification

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

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

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

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

12.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and

such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

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

- 16.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 16.3** Not Used
- 16.4** Not Used
- 16.5** Not Used
- 16.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st September 2016**.

17.0 **Payment Terms**

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

18.0 **Liability of Council**

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

either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

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

20.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

THIS AGREEMENT is dated day of 2016

BETWEEN:

- (1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate,
Shrewsbury, Shropshire SY2 6ND ('the Council')
- (2) [add in legal entity name] of [add in legal entity address] Company
Number ('the Contractor')

WHEREAS:

- (A) The Council wishes to receive an Integrated Home Improvement Agency
Adaptations and Handyperson Service within its area for older and
vulnerable people
- (B) The Contractor has the skills, background and experience in providing the
Services required by the Council
- (C) The Contractor is willing to provide the Services as defined below and the
Council is willing to appoint the Contractor to provide the Services in
accordance with the provisions of this Agreement

NOW IT IS AGREED as follows:

1. **Definitions**

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

'Agreement' means this Agreement

'Associated Person' means in respect of the Council, a

	<p>person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .</p>
‘Authorised Officer’	<p>means the representative appointed by the Council to manage the Contract on its behalf</p>
‘Best Practice’	<p>means in accordance with the best practice within the industry of the Contractor</p>
‘Bribery Act’	<p>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.</p>
‘Commencement Date’	<p>TO BE CONFIRMED</p>
‘Commercially Sensitive Information’	<p>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</p>

'Confidential Information'	<p>the Council, would cause the Contractor significant commercial disadvantage or material financial loss;</p> <p>any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;</p>
'Contract Documents'	<p>means all of the documents annexed to, contained and referred to within this Agreement</p>
'Contractor'	<p>means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf</p>
'Contractor Personnel'	<p>all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;</p>
'Contractor's Representative'	<p>the representative appointed by the Contractor to manage the contract on its behalf</p>

'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Council Data'	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(a) supplied to the Contractor by or on behalf of the Council; or</p> <p>which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller;</p>
"Customers"	Means the persons using the Services being provided by the Contractor to the Council
'Data Protection Legislation'	<p>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</p>

	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;
'Dispute Resolution Procedure'	the procedure set out in clause 25.
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Employment Checks'	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
'Exempt Information'	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"Expiry Date"	To be Confirmed (2 Years after Commencement Date) or such date to be agreed between the Parties further to clause 29 (Extension and

	Termination)
'Fees'	[to be defined through procurement] and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise
'FOIA'	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
'FOIA notice'	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the Data Protection Act 1998;
'Prohibited Act'	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.

‘Public body’

as defined in the FOIA 2000

‘Receiving Party’

means a party to this Agreement to whom a Request for Information is

	made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
'Relevant Transfer'	means a relevant transfer for the purposes of TUPE
'Request for Information'	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
'Services '	means the delivery of Home Improvement Agency Adaptations

'Specification'	<p>services as set out in the Specification</p> <p>The specific description of the Services to be provided by the Contractor as set out in Appendix 1 annexed to this Agreement</p>
'Special Conditions'	<p>means the conditions relating to the supply of Services as required by the Council in relation to this Agreement set out in Schedule 1</p>
'Sub-Contract'	<p>any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of thereof.</p>
'Sub-Contractor'	<p>the third parties that enter into a Sub-Contract with the Contractor.</p>
'Term'	<p>means the period commencing on the Commencement Date and expiring on the Expiry Date</p>
'TUPE'	<p>means the Transfer of Undertakings (Protection of Employment) Regulations 2006</p>
'Working Day'	<p>any day other than a Saturday, Sunday or public holiday in England and</p>

Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

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

re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'

1.2.10 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

1.2.12 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

It is agreed between the Parties that this Agreement will be for the Term commencing on the Commencement Date and ending on the Expiry Date subject to Clause 29 Extension and Termination.

3. Services

3.1 The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement

3.2 The Contractor shall provide the services in such places and locations as set out in the Specification

3.3 The Contractor shall use its best endeavours to complete/deliver the Services by the Expiry Date or dates agreed by the Parties

3.4 The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties

3.5 The Contractor shall provide the Services in accordance with the Specification as referred to in **Appendix 1** annexed to this Agreement with all due skill, care and diligence and in accordance with good industry practice.

3.6 The Contractor shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services

3.7 The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and

- instructed with regard to his/her tasks in relation to the Services
- 3.8** The Contractor shall carry out its own risk assessments relevant to the Services.
- 3.9** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 24 hereof
- 3.10** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 3.11** Prior to the engagement by the Contractor of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Contractor shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3.11.1** that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3.11.2** that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
- 3.11.3** that a copy of the DBS check results are notified to the Council

4 **Insurance**

- 4.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the

Contractor, 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 indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

4.2 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 policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the 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) in respect of each and every claim.

4.3 The Contractor warrants that it has complied with this clause 4 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

4.4 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

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

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

4.6.1 if a claim or claims which do not relate to this Agreement are notified

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

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

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

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

5 Indemnity

5.1 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in

performance of this Agreement by the Contractor or the Contractor Personnel; and

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

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

5.3 Nothing in this Agreement shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 5

6. Payment

6.1 Payment of the Fee(s) shall be made by the Council to the Contractor within 30 days of receipt of an undisputed invoice monthly in arrears. In the event of late payment, interest thereon shall be charged at 4% above the base rate of National Westminster Bank further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.

6.2 The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.

6.3 The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement

6.4 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment

6.5 Unless otherwise agreed in writing by the Council, the Contractor will pay

any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

7. The Council's Obligations

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

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

8. Authorised Officer and Contractor Representative:

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

with by the Contractor's Representative on the Contractor's behalf.

9. Intellectual Property

9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Contractor or any employee, agent or subcontractor of the Contractor:

9.1.1 in the course of performing the Services; or

9.1.2 exclusively for the purpose of performing the Services,
shall vest in the Council on creation.

9.2 Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement

9.3 The Contractor shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

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

10. Confidentiality

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

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

10.2.1 required by any applicable law, provided that clause 18.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;

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

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

- 10.2.4** by the Council of any document to which it is a Party and which the Parties to this agreement have agreed contains no commercially sensitive information;
 - 10.2.5** to enable a determination to be made under clause 25;
 - 10.2.6** which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 10.2.7** by the Council to any other department, office or agency of the Government; and
 - 10.2.8** by the Council relating to this Agreement and in respect of which the Contractor has given its prior written consent to disclosure.
- 10.3** On or before the Completion Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.
- 10.4** The provisions of this Clause shall survive the expiration or termination of this Agreement.

11. Agreement and Transparency

- 11.1** Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.2** Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 11.3** The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in

its absolute discretion.

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

12. Data Protection Act 1998

The Contractor, its agents and servants will at all times observe the Data Protection Legislation and honour the confidentiality of any data supplied by the Council for the performance of this Agreement and in so far as such data will at all times comply fully with the Data Protection Act principles relative thereto and will at all times indemnify fully the Council from and/or against any cause or action which may be brought against the Council consequent to any breach or non-observance by the Contractor, its agents and servants. Notwithstanding the general obligation in this clause 12, where the Contractor is processing Personal Data as a Data Processor for the Council, the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA. The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

13. Assignment, Transfer and Sub-contracting

- 13.1** Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
- (a) assign any of its rights under this Agreement; or
 - (b) transfer all of its rights or obligations by novation,
- to another person.

without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;

- 13.2** Any consent required under Clause 13.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

- 13.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.
- 13.4** In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 13.5** Subject to clause 13.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 13.6** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 13, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Special Conditions/Specification.
- 13.7** Where 20% or more of the Contractor's overall workforce is made up of people from agencies (or not employed directly by the Contractor's) this may be considered assignment or subcontracting of the Contractor's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

14. Public Interest Disclosure ('Whistleblowing')

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

15. Publicity

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

16. Prevention of Bribery

16.1 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.

16.2 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 16 and provide such supporting evidence of compliance with this clause 16 by the Contractor as the Council may reasonably request.

16.3 If any breach of clause 16.1 is suspected or known, the Contractor must notify the Council immediately.

16.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 16.1, 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.

16.5 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 16.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause

16.5, 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.

16.6 Any notice of termination under clause 16.5 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.

16.7 Despite clause 25 (Disputes), any dispute relating to:

- a) the interpretation of clause 16; 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.

16.8 Any termination under clause 16.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

17. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

17.1 it will carry out the work by the Completion Date

17.2 it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service

- 17.3** its Contractor Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Special Conditions/Specification and Best Practice
- 17.4** it has full capacity and authority to enter into this Agreement
- 17.6** it has obtained all necessary and required licences, consents and permits to provide the Services
- 17.7** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services
- 17.8** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 17.9** The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:
- 17.9.1** The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this Agreement.
- 17.9.2** The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.
- 17.9.3** The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.
- 17.10** The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.
- 17.11** the Contractor warrants that the signing of this Agreement on its behalf has been validly authorised and the obligations expressed as being assumed by the Contractor under this Agreement constitute valid legal and binding obligations of the Contractor enforceable against the Contractor in accordance with their terms.
- 17.12** The Contractor acknowledges and confirms that:
- 17.12.1** it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for

- the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
- 17.12.2** it has received all information requested by it from the Council pursuant to sub-clause 17.12.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 17.12.3** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 17.12.2;
- 17.12.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 17.12.5** it has entered into this Agreement in reliance on its own diligence
- 17.12.4** as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 17.12.7** The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 17.12.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known

that the information incorrect or misleading at the time such information was provided.

18. Freedom of Information Act 2000 & Environmental Information Regulations 2004

18.1 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.

18.2 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.

18.3 The Contractor shall and shall procure that its Sub-contractors shall:

18.3.1 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;

18.3.2 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

18.3.3 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.

18.4 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.

- 18.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 18.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 18.6.1** in certain circumstances without consulting the Contractor; or
- 18.6.2** following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 18.6.1 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.
- 18.7** 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.
- 18.8** 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
- 19. Equalities**
- 19.1** The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or

belief, or age

- a) in the supply and provision of Services under this Agreement, and
- b) in its employment practices.

19.2 Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).

19.3 In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it

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

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

19.6 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.

20. Non-compliance

20.1. If the Council identifies areas of the Services which do not comply with the

requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

20.2 If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

20.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 25:

(a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:

(i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;

or

(ii) to recover such sums from the Contractor as a debt;

And/or

(b) to terminate the Agreement in accordance with clause 29

21. Waiver

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

22. Audit And Monitoring

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

23. Safeguarding

23.1 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 23.1 for each member of the Contractor's Personnel.

23.2 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.

23.3 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 23 have been met.

23.4 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.

23.5 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.

- 23.6** Where the service requirement or specification 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 23.1 above.

24. Complaints Procedure

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

24.1.1 is easy to access and understand

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

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

24.1.4 provides information to management so that services can be improved

24.1.5 provides effective and suitable remedies

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

- 24.2** The Contractor shall ensure that:

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

24.2.2 someone who is independent of the matter complained of carries out the investigation

24.2.3 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

- 24.2.3** the Contractor will ensure that it responds to the complainant within a maximum of 10 days of receiving the complaint
- 24.3** The Contractor will make its complaints procedure available on request
- 24.4** The Contractor shall ensure that all its employees and persons employed under this agreement are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 24.5** The Contractor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 3 monthly intervals in any event.
- 24.6** Where the Council is investigating a complaint the Contractor is required to participate fully in all investigations within the timescales requested by the Council
- 24.7** The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

25. Disputes

25.1 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:-

25.1.1 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

- 25.1.2** If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Director of Adult Services and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice
- 25.1.3** If the dispute cannot be resolved in accordance with the preceding sub-clause then, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 25.1.4** The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution or similar body for the exchange of relevant information and for setting the date for negotiations to begin.
- 25.1.5** Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's rights to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 21 days after the parties have failed to reach a binding settlement by mediation (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).
- 25.1.6** If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly authorized representative of each of the parties,

shall remain binding on the parties.

25.1.7 The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

26. Force Majeure

26.1 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:-

26.1.1 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

26.1.2 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.

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

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

26.2.2 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.

26.3 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):-

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

26.3.2 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.

27. Rights of Third Parties

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

28. Notices

28.1 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

28.2 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

29. Extension and Termination

29.1 The Council may at its absolute discretion extend the duration of this Agreement by a further period of up to 12 months commencing from the Expiry Date and must inform the Contractor in writing of its intention to extend the Agreement at least 3 months before the Expiry Date and any extension must be agreed in writing by both Parties. Where the Parties agree a further period of 12 months the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to

the extended Agreement period, save for any variations to the terms of the Agreement which may be agreed by the Parties in writing to apply during the extension period.

29.2 Either Party may terminate this Agreement by giving to the other Party at least 6 months' notice in writing.

29.3 The Council may terminate this Agreement forthwith by notice in writing to the Contractor if the Contractor or the persons specified to carry out the Services become unavailable and the Parties cannot agree on a suitable replacement to perform the Services

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

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

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

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

29.4.4 The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 28.

29.4.5 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

29.4.6 the other Party ceases to carry on its business or substantially the whole of its business; or

29.4.7 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or

composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

29.5 The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 28.

29.6 Where notice to terminate is given pursuant to this clause 29, this Agreement shall terminate with effect on the date specified in the notice

30. Consequences of Termination

30.1 Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination

30.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect

30.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination

30.4 Notwithstanding its obligations in this clause 30 if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

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

31. Governing Law And Jurisdiction

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

32. Severance

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

33. Amendments

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

34. Agency, Partnership etc

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

35. Conflict of Terms

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

36. Council Committee Meetings

The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

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

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

38. Entire Agreement

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

IN WITNESS of this Agreement

Signed by and on behalf of
Shropshire Council

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

..... Legal Services Manager

Signed by and on behalf of
(Contractor)

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

Or

.....
Director Director/Company Secretary

Print Name (s).....

SCHEDULE 1

Service Standards

1 Guiding Principles

The Parties will seek to provide a service that:

- 1.1 encourages the rights of Customers to make decisions about their own lives
- 1.2 acknowledges and seeks to address and avoid the ways in which Customers are marginalised and subjected to discrimination
- 1.3 ensures that staff are committed to anti-discriminatory and anti-oppressive practice and seek to examine their own attitudes
- 1.4 ensures that the privacy and individuality of all Customers is respected
- 1.5 respects the confidentiality of any information gained about Customers whilst ensuring that staff are clear that they have a duty to share any concerns about Customers' mental and physical welfare with their managers and other professionals involved in the Service
- 1.6 the service fosters independence and enables Customers to reach their full potential
- 1.7 protects Customers when they are vulnerable
- 1.8 the Contractor must provide the Services in accordance with the terms of this Agreement and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind
- 1.9 in providing the Services the Contractor must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Agreement and all statutory provisions and guidance which apply to the Service

2 Information for Customers

The Contractor will produce information detailing the Services and ensure that it is available to all Customers the Council and relevant agencies. The document must include information on how Customers can make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached

3 Record Keeping

- 3.1 The Contractor's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with
- 3.2 The following information should be recorded in respect of each Customer:
 - 3.2.1 name, address, date of birth, tenure
 - 3.2.2 gender, ethnic origin and significant relevant items of personal/medical history – critical incidents
 - 3.2.3 date of referral, Service commencement and termination
 - 3.2.4 details of works undertaken
 - 3.2.5 risk assessment (if done)
 - 3.2.6 outcomes achieved
- 3.3 A register of staff must be maintained which should include the following information:
 - 3.3.1 name, address and telephone number
 - 3.3.2 position held and hours worked
 - 3.3.3 next of kin – name, address and telephone number
 - 3.3.4 date of issue of identification and retrieval if appropriate
 - 3.3.5 recruitment details including references, evidence of DBS disclosure and interview

- 3.3.6 induction and training records
- 3.3.7 copies of training certificates and qualifications
- 3.4 the Contractor will ensure that each member of staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 3.5 the Contractor shall at all times keep all confidential information held or known in respect of its past or present Customers or any information that it becomes aware of by reason of the operation of this Agreement and of any other information which the Council may from time to time determine relevant to this Agreement
- 3.6 In accordance with Caldicott recommendations and confidentiality requirements the Contractor will ensure that:
 - 3.6.1 Customers are able to find out how the Contractor deals with confidential and sensitive information about them and must be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.
 - 3.6.2 Customers and staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
 - 3.6.3 when the Customer has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Customer when possible.
 - 3.6.4 Staff sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 3.6.5 It has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Services and regularly reviewed.
 - 3.6.6 Staff induction contains training on confidentiality procedures. Staff files must evidence the date and nature of the induction on confidentiality that was given to new Staff.
 - 3.6.7 confidentiality and security training needs are assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
 - 3.6.8 Staff contracts explicitly mention confidentiality and disclosure issues
 - 3.6.9 the flows of Customer information are reviewed
 - 3.6.10 information collections have a named owner (member of Staff) who is responsible for protecting access
 - 3.6.11 confidential information on Customers is safeguarded so that unauthorised people do not gain access to it.
 - 3.6.12 protocols governing the sharing of Customer information with other organisations is agreed and understood
 - 3.6.13 a named individual is appointed who will have responsibility for data security
 - 3.6.14 it has a programme to review typical risks regarding Customers' identifiable information
 - 3.6.15 incidents involving security breaches are anticipated and dealt with appropriately
 - 3.6.16 security issues are monitored and reported
 - 3.6.17 passwords are used to safeguard information held on computer regarding the Services
 - 3.6.18 only authorised persons have access to information and only if they need it to carry out their roles.
 - 3.6.19 if it is uncertain about the application of the above to the provision of the Services it will immediately contact the Council for clarification

4 Policies, Procedures and Guidance

- 4.1 The Contractor should have the following policies, procedures and/or guidance in place:
 - 4.1.1 Operational Policies Including Recruitment And Retention Of Staff

- 4.1.2 Grievance and Disciplinary Procedures
 - 4.1.3 Health and Safety Policy
 - 4.1.4 Confidentiality, Record Keeping and Security Policy
 - 4.1.5 Lone/Out of Hours Working Policy
 - 4.1.6 Staff Training Policy
 - 4.1.7 Risk Management Policy and Procedure
 - 4.1.8 Service Users Rights and Responsibility Statement
 - 4.1.9 Whistle Blowing Policy
 - 4.1.10 Equal Opportunities Policy
 - 4.1.11 Emergency Planning Policy/Procedure
 - 4.1.12 Complaints Policy/Procedure
 - 4.1.13 Freedom of Information Act Policy/Procedure
 - 4.1.14 Professional Boundaries Policy
- 4.2 The Contractor's Equal Opportunities Policy must demonstrate their Adherence to anti-discriminatory practice
- 4.3 the Contractor will ensure that all staff have copies of all the policies and procedures listed above available to them and sign a form (which will be held on Staff file) which indicates that they have read and understood them

5 Staffing

- 5.1 The Contractor will ensure that all new staff used to provide the Service are recruited in accordance with the staff recruitment and selection requirements as detailed in this section
- 5.2 The Contractor must inform Staff that the Council reserves the right to view their Staff records
- 5.3 The Contractor will ensure that Staff working in respect of this Contract have been suitably trained in the provision of the Services. The Contractor will also ensure that Staff are conversant with applicable policies and initiatives operated by the Council and its partner organisations and shall continuously supervise the performance of Staff and ensure that there is sufficient reserve available to provide the Service
- 5.4 The Contractor shall provide a means of identification to all staff and shall require them to produce such identification on request
- 5.5 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 5.6 The Contractor will ensure that:
- 5.6.1 There is a clear written job description and employee specification for all staff.
 - 5.6.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 5.6.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.

- 5.6.4 References are received and checked before employment commences, including the authenticity of the reference.
- 5.6.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
- 5.6.6 Recruitment procedures are in accordance with clause 23 of this Contract (Safeguarding)
- 5.7 In the event of agency staff being used the Contractor must ensure that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued through the Disclosure and Barring Service and that selection processes have been rigorous

6 Induction and Training

- 6.1 All Staff will undertake a thorough and fully documented induction and training programme details of which will be made available to the Council upon request which will include:
 - 6.1.1 a programme introducing Staff to the organisation its policies procedures and standards
 - 6.1.2 confidentiality and security of Service User information and access to information
 - 6.1.3 Safeguarding
 - 6.1.4 Equal Opportunities
 - 6.1.5 asbestos and other hazardous substances awareness, legionella awareness, working at height and any other training that may be required to enable them to work safely and in line with the type of work being undertaken
 - 6.1.6 Health and Safety
 - 6.1.7 Working practices and how the organisation's policies procedures and standards apply on a day to day basis
 - 6.1.8 the Contractor will ensure that its 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
- 6.2 The manager of the Service will undertake regular appraisals of staff performance and training needs
- 6.3 Supervision will take place between all staff and their line manager and written records kept on the content and outcome of each meeting
- 6.4 The Contractor should ensure that Staff clearly understand the professional boundaries of their contact with Service Users
- 6.5 The Contractor will ensure that all Staff know that it is not acceptable for there to be a relationship between Staff and Service Users either physical or financial or that could be perceived as being of an exploitative nature and this should be viewed as a disciplinary matter

7 Quality Assurance

- 7.1 The Contractor must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.
- 7.2 The Contractor must have documented systems which enable it to:
 - 7.2.1 check whether it is delivering the service in accordance with this Contract and Schedules
 - 7.2.2 check whether it is doing this efficiently and effectively
 - 7.2.3 check on whether staff are provided with a safe system of work

- 7.2.4 check whether the Service is being delivered in a way which takes account of the Customer's needs and preferences and the Guiding Principles outlined in Paragraph 1 of this Schedule
- 7.2.5 check to ensure that all records are up to date
- 7.2.6 provide information to the Council on the above

8 MONITORING

- 8.1 The Contractor shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Contractor which shall include the recruitment and selection of Staff, training and induction and adherence to policies and procedures and statutory legislation.
- 8.2 Without prejudice to the generality of the foregoing the Contractor shall permit Council officers at all reasonable times to inspect or witness the Contractor's provision of the Service for the purpose of monitoring the Contractor's performance of its obligations under this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Contractor respect the Contractor's rules as to security, health and safety.
- 8.3 The Service may be monitored by an inspection of the Service if required by the Council from time to time.

Schedule 2

TUPE

In this Schedule, the following definitions shall apply:

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

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

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

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

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

PAYE and national insurance contributions;

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

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

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

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

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

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

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

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

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

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

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

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

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

on the Service Transfer Date.

2. INTERPRETATION

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

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

3. PROCEDURE IN THE EVENT OF TRANSFER

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

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

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

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

3.3 If an offer referred to in clause 3.2(b) is accepted (or if the situation has

otherwise been resolved by the Council and/or the Former Contractor), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

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

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

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

4. INDEMNITIES

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

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

4.2 If any such person as is described in clause 3.2 is neither re employed by the Council and/or the Former Contractor as appropriate nor dismissed by the Contractor and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may

be imposed upon it under Law.

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

4.4 The indemnities in clause 4.1:

(a) shall not apply to:

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

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

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

5. PROCUREMENT OBLIGATIONS

Where in this schedule the Council accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former Contractor contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

EMPLOYMENT EXIT PROVISIONS

6. PRE-SERVICE TRANSFER OBLIGATIONS

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

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

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

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

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

6.4 The Contractor warrants, for the benefit of the Council, any Replacement Contractor, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Personnel List and shall

not without the approval of the Council (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Personnel List save by due disciplinary process,

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

6.6 During the Term, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and

(c) a description of the nature of the work undertaken by each employee by location.

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

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

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Council and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor

and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.

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

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

(a) any act or omission of the Contractor or any Sub-contractor whether occurring before, on or after the Service Transfer Date;

(b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:

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

(ii) any other custom or practice with a trade union or staff association in respect

of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;

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

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

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

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

(e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);

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

(g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the

Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations.

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

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

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

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

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

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

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Council shall procure that the

Replacement Contractor shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

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

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

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

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

7.9 The indemnity in clause 7.8:

(a) shall not apply to:

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

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

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

7.10 If any such person as is described in clause 7.5 is neither re-employed by

the Contractor or any Sub-contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Contractor and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

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

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

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

7.13 Subject to clause 7.14, the Council shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where

applicable any employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee) arising from or as a result of:

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

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

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

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

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

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

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

(f) any proceeding, claim or demand by HMRC or other statutory Council in

respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and
- (ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Contractor or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

Appendix 1
Specification

Appendix 1 – Integrated Home Improvement Agency Adaptations and Handyperson Service Specification

1	Background
1.1	<p>Title of Service</p> <p>Integrated Home Improvement Agency (HIA) Adaptations and Handyperson Service (the Service)</p>
1.2	<p>Vision & Rationale</p> <p>The priorities for Shropshire’s Draft Health & Wellbeing Strategy are focused on Prevention (Health promotion and resilience) and Sustainability (Promoting independence at home). The availability of an integrated Home Improvement Agency (‘HIA’) and Handyperson service will support these priorities through helping to increase the availability and use of aids and adaptations. In addition the Better Care Fund identifies a key strategic theme of keeping people independent for longer, with the funding of Disabled Facilities Grants (DFG) for adaptations to people’s homes coming through the Fund. It is therefore essential for the achievement of these priorities that people are able to access responsive, high quality and timely aids and adaptations so that they are able to continue living in a home which is fit for their needs.</p> <p>The Integrated Home Improvement Agency (HIA) and Handyperson service will help to achieve this through supporting older and vulnerable people to live independently and safely through making minor through to major grant-aided adaptations to their homes, allowing them to live more independently and safely and to remain in their own homes. It will also support more people to access the benefits to which they are entitled, and access other services to insulate and improve their homes.</p>
1.3	<p>Service Aims & Objectives</p> <p>It is a key requirement that the Integrated HIA and Handyperson service (the Service) is able to develop in such a way as to reduce or eliminate the need for baseline public funding through adopting an appropriate commercial model which meets the needs of the target audience and by marketing itself effectively. Therefore for the duration of this contract the Contractor will work with the Council and its partners to develop a resilient and sustainable service.</p> <p>The aims of the Service are as follows:</p> <ul style="list-style-type: none"> • To provide a high quality and cost-effective grant-funded adaptations service to older, disabled and vulnerable people, including children, in order to maximise their independence and wellbeing • To provide a high quality, cost-effective and responsive minor

adaptations, minor repairs and home safety improvements service to older, disabled and vulnerable people, including children, in order to maximise their independence and wellbeing

- To work with the Council, Shropshire Clinical Commissioning Group, other service providers, voluntary sector organisations, community groups and users of services to maximise the effectiveness of the Service
- To facilitate rapid and timely discharge from hospital and to avoid any unnecessary delays
- To avoid unnecessary admission to hospital, winter deaths due to fuel poverty, falls and other accidents
- To enable older, disabled and vulnerable people to remain independent in their own homes and to avoid admission to long stay residential or nursing care
- To reduce the need for, or reliance on, domiciliary care through making the necessary changes to the living environment
- To help reduce the number of incidents amongst customers living independently that might result in more intensive health and social care services being required
- To help reduce the number of falls
- To help tackle some of the causes of ill health associated with living in poorly insulated homes
- To help eradicate fuel poverty amongst vulnerable households and reduce fuel costs for poor households
- To promote home security so that people feel secure in their own home
- To promote the use of assistive technology
- To help people access additional income, secure unclaimed benefits and a range of community based services

	<ul style="list-style-type: none"> • To signpost to other housing alternatives in order to promote choice • To provide home security adaptations under the ‘Sanctuary’ domestic violence scheme <p>The Contractor will manage grant-aided adaptations works and will undertake minor works for vulnerable people. The Contractor will at all times ensure that the correct permissions have been obtained for works to be undertaken.</p> <p>In addition it is expected that the Service will maximise social, economic and environmental benefits in accordance with the council’s Social Value Commissioning and Procurement Framework. This may include, but is not limited to:</p> <ul style="list-style-type: none"> • Engagement of local contractors to carry out works, resulting in support for the local supply chain and local employment opportunities • Organisational support for apprenticeships / traineeships / work experience • The organisation providing the Service is able to grow and to be resilient to market and public-funding changes • People are able to maintain a warm and energy-efficient home • People are helped to help themselves and know what choices are available to them in where and how they live, and how to make the most of them
1.4	<p>Geographical Location of the Service</p> <p>The Services will be delivered in and available across the Council’s administrative area</p>
2	<p>Service Delivery</p>
2.1	<p>Functions / Role</p> <p>The role of the Contractor includes:</p> <p><u>Home Improvement Agency (Adaptations) Element</u></p> <ul style="list-style-type: none"> • assisting Customers to carry out the adaptations necessary to enable them to remain as safe and independent as possible in their own homes in comfort and security on the basis that the needs of the Customer take priority over the needs of the property; • working with the appropriate welfare authorities to ensure that the Customer’s care needs can also be met within the property; • assisting all Customers to explore their eligibility for grants or their ability

to finance works by other means;

- where eligibility for grants is confirmed, assisting Customers in all elements of the grant process;
- where appropriate, assisting Customers to explore equity release schemes and other sources of funding;
- where further assistance from the Contractor is inappropriate to consider alternative assistance from or referrals to other organisations;
- commissioning, management and approval of building works;
- assistance with financial and welfare benefit implications of such works

This will involve (but is not limited to):

- commissioning, management and approval of building works;
- assistance with financial and welfare benefit implications of such works:
- such other services as may be agreed between the Contractor, the Customers and the Council from time to time.

The delivery of the Services shall comprise the following elements. Further service elements may be provided to individual Customers as deemed necessary and appropriate:

1. An initial visit to the Customer's home to assess:
 - The condition of the property
 - The viable options available for adaptation
 - The approximate cost of the works and the Customer's anticipated outlay (if any)
 - An opinion of the Customer's general state of health and well-being and their anticipated ability to cope with the proposed works, particularly in the case of older and disabled Customers
 - A record of the Customers preferences including any temporary decanting requirements or permanent re-housing
2. The preparation of a brief written scheme overview in a style which the Customer can readily understand.

3. If necessary, drawings will be prepared and explained to the Customer. However, these drawings will only be sufficiently detailed for Building Regulation and planning purposes and for the guidance of contractors.
4. If necessary, a specification will be prepared. The level of detail will depend upon the complexity of the scheme, any excessive details shall be avoided. Clear reference shall be made to materials type and quality.
5. The Contractor will liaise with any mortgagor in order to obtain all necessary consent to the proposals.
6. Competitive tenders shall be obtained in accordance with the Contractor's published arrangements. (Where there is an option to use a higher cost contractor the final choice will rest with the Customer at his or her additional expense.)
7. The various sources of finance shall be co-ordinated by the Contractor on the Customer's Behalf.
8. A final cost breakdown of the scheme will be prepared for the Customer and, where appropriate, the Council's or other representative agency. This shall explain simply and clearly the full cost of the scheme and the various sources of funding, and any financial liability faced by the customer.
9. Following the formal appointment of a person or persons to carry out the works ("the Works Contractor") and the signing of contracts (which includes contract terms and conditions, schedule of works, specification, drawings and specialist reports as appropriate) ("the contract") with the Works Contractor, the Contractor shall undertake the role of Contract Administrator on behalf of the Customer.

This includes:

- Using reasonable endeavours to ensure that both the Customer and Works Contractor adhere to the terms and conditions of the contract between the Customer and Works Contractor;
- Advising the Customer on the building type of contract or agreement which is appropriate;
- Assisting the Customer in completing the contract documentation and ensuring that all appropriate signatures are obtained and witnessed when

appropriate;

- Ensure that the work (“the Works”) specified under the Contract is carried out in accordance with the Contract through carrying out site inspections;
- (in conjunction with the Customer, the Council and other funders) agreeing and verifying payments to the Works Contractor when appropriate.
- Determining the date of practical completion and where necessary in conjunction with the Works Contractor agreeing a list of snags or defects;
- Notifying the Customer and Works Contractor of the start and finish date of the defects liability periods and if necessary visiting during that period and instructing the Contractor to put right any defects which have become apparent.
- Advising the Customer and the Works Contractor (if appropriate) of their responsibility to obtain a Building Regulations completion certificate once all Works have been satisfactorily completed

But excludes:

- The supervision of the works
- The giving of direct instruction to the Works Contractor's employees or sub-contractors other than to the Works Contractor's authorised representative on site;
- Responsibility for the behaviour or actions of the Works Contractor's employees or sub-contractors except in respect of such matters set out in a Code of Conduct for Contractors booklet in which case the Contractor will liaise with the Works Contractor or his authorised representative on site and address issues raised;
- The timely payment of certified valuations;
- The retention of any monies on behalf of the Customer unless specifically agreed in writing with the Customer.

10. The Contractor shall make all necessary arrangements where the Customer wishes to vacate the property whilst any work is being carried out including liaising with the Council's Social Services department (where appropriate or required) to arrange for the Customer to occupy appropriate alternative accommodation.

11. The Works will be monitored regularly by the Contractor to ensure that it commences on time and proceeds so far reasonably practicable according to the agreed timetable. The Contractor will take such steps as may be reasonably necessary (but not by incurring additional expense on its own behalf) to promptly resolve any problems.
12. Any unforeseen works or increased costs will be determined and agreed by the Contractor and by the Customer, if the terms of the contract with the Works Contractor permit it. Where a grant has been approved, the Council shall also be informed before such work is carried out in case there is an adverse effect on grant entitlement or additional grant monies will be incurred.
13. The Contractor will liaise closely throughout with all relevant local authority departments and all relevant statutory undertakers to include, but not limited to, the Local Authority Planning Department, Building Control, Highways, Energy and Water authorities. The Contractor will be the principle contact with these agencies.
14. The Contractor will regularly inform the Customer or their advocate about the progress of the Works; where necessary, this will involve written reports e.g. letters to absent owners.
15. A detailed completion inspection will be carried out by the Contractor and all defects drawn to the attention of the Works Contractor.
16. The Contractor will not withdraw from involvement with a Customer without prior notification to and the agreement of the Council.
17. After the completion inspection or the end of any defects liability period (whichever is the later), the completed Works will be formally handed over to the Customer.
18. The Contractor will provide continued support to the Customer in the event that any problems or defects occur within a reasonable post-completion interval up to a maximum period of 12 months following completion and shall advise the Customer that such support is available to them for this period.

Handyperson (Minor Works) Element

For eligible customers, and in pursuit of the aims and objectives set out in 1.3 above, the role of the Services includes:

- Help in establishing personal safety and security in the home
- Help maintaining the safety and security of the dwelling
- Advice and support on repair work / home improvement work
- Help in maximising energy efficiency in the dwelling

Examples of the types of work to be delivered by the Services include (but are not limited to):

- Home Safety including
 - fitting door chains, locks and spy holes;
 - fitting security lights; fitting smoke alarms and CO detectors
 - fitting grab rails/hand rails;
 - fitting stair gates, cooker guards, fire guards;
 - fitting key safes;
 - fitting Telecare devices that need securing to a wall or door;
 - cutting back overgrown shrubs/trees that may induce crime or are a hazard to health
- Electrical Work including
 - replacing light bulbs;
 - replacing fuses and plugs;
 - fitting doorbells
- Plumbing including
 - unblocking sinks;
 - cleaning blocked gullies and gutters;
 - replacing broken WC seats;
 - renewing bath sealant;
 - small repairs to leaking pipes;
 - changing tap washers, cistern washers, ball valves
- General Household Assistance including
 - putting up curtains;
 - removal of floor coverings;
 - moving furniture including beds to a more appropriate location;
 - putting up shelves and pictures;
 - replacing small window panes;
 - repairing small areas of rotten wood;
 - tiling small areas;
 - re-hanging doors;
 - repairing small areas of fencing and/or garden gates

Eligible works should typically take no longer than 2 hours although some jobs may take longer.

Sanctuary Scheme

The main aim of the Sanctuary Scheme is to enable victims of domestic abuse to feel safe and remain in their own home, where it is reasonable for them to do so. Subject to necessary landlord consent the Contractor will provide security improvements and advice to those households.

The scheme will also assist to:

- Prevent homelessness wherever possible in cases of domestic abuse
- Minimise the use of emergency B&B accommodation
- Contribute to the Temporary Accommodation Action Plan
- Contribute to Shropshire's Homelessness Strategy

	<ul style="list-style-type: none"> • Contribute to Shropshire’s Domestic Abuse Strategy <p>Once arrangements have been made with the householder the Contractor will survey the property; fit the necessary security measures; undertake and necessary repairs; give prevention advice and, with the client’s consent, refer the client to other agencies if appropriate.</p> <p>The Contractor will aim to secure all referred properties within 5 working days of referral once landlord permission is given. The Contractor will project manage, inspect, monitor, evaluate and report as required in Section 3.3 - Performance Indicators and Management Information – below.</p> <p>Types of work undertaken:</p> <ul style="list-style-type: none"> • Window locks • 5-lever locks • Bolts • Security light • Door viewer; door chain <p><u>The Integrated Service</u></p> <p>The Contractor will also offer additional services whilst carrying out eligible works or installations which may include, as appropriate, a Home Safety check and/or other advice including trips and falls avoidance, keeping warm and energy efficiency.</p> <p>The Contractor will provide a signposting service where necessary to other agencies where advice and information is required related to:</p> <ul style="list-style-type: none"> • Other available housing options; • Completion of any necessary forms; • Legal entitlements; • Other available support services (e.g. repairs, home insulation and energy efficiency). • possible other sources of funding to Customers seeking to undertake repair, adaptation or improvement works in or to their homes, <p>Where necessary, the Contractor will refer Customers to other relevant agencies, such as the Citizens Advice Bureau and the Department for Works and Pensions</p>
<p>2.2</p>	<p>Eligibility</p> <p>The Service is currently available to older, disabled and vulnerable people who are eligible for grant-funded adaptations or minor works described in section 2.1 above and who have been referred directly by or via Shropshire Council or its partner agencies. However, it is expected that the Contractor will develop, on a commercial basis, an offer for non-eligible people and works which are funded in</p>

	full (including fees) by the service recipient.
2.3	<p>Other Service Delivery Requirements</p> <p>Tenure</p> <p>The Services will be available primarily to eligible people living in privately owned, owned and mortgaged, privately rented accommodation or other 'non-social' housing. Social housing providers have their own responsibilities for arranging and funding some types of repairs and works for their tenants but may, in the case of DFG-funded adaptations, choose to request that the Contractor manages the process on their behalf. Social housing tenants may self-refer to the Services for other works which fall outside of the landlord's responsibility.</p> <p>Payment for Works:</p> <p><u>Home Improvement Agency (Adaptations)</u></p> <p>Payment for works funded through Disabled Facilities Grant will be subject to DFG eligibility criteria. The council will include a fee of 12.5% of the value of the eligible works in the amount of the grant. This fee will be paid to the Contractor on completion of the works. It is permissible that, where the Customer requests additional works or a higher specification than meets their needs, an arrangement for additional payment can be made directly between the Contractor and the Customer.</p> <p><u>Handyperson</u></p> <p>The Provider will operate subsidised rates for eligible customers which will be below those rates charged for works and customers which fall outside eligibility criteria. The Provider will establish responsibility for payment at the point of referral.</p> <p><u>Sanctuary Scheme</u></p> <p>A price for each job will be agreed prior to commencement of works in accordance with a schedule of rates. Payment will be made on satisfactory completion of works and on production of a valid invoice.</p>
2.4	<p>Delivery Locations, Hours of Operation and Access</p> <p>Area of Operation</p> <p>The Contractor will demonstrate that it is able to provide coverage across the whole of Shropshire Council's administrative area.</p> <p>Hours of Operation</p> <p>The Contractor will operate at times required to meet customer need and to</p>

	<p>deliver on the aims of the Services as set out in 1.3 above. As a minimum the initial point of contact for referrers and Customers will be open Monday to Friday between the hours of 9.00 am to 5.00 pm, excluding bank holidays.</p> <p>Other access features</p> <p>The Contractor will ensure that it is accessible to people with a wide range of communication needs. As a minimum the ability to make referrals or enquiries will be by telephone, e-mail or online.</p>
<p>2.5</p>	<p>Referrals and Partnership Working</p> <p>Referrals</p> <p>For DFG-eligible adaptations referrals will be made by the Council following assessment by Occupational Therapy services which may be Shropshire Council's OT service or direct referrals from the Independent Living Centre assessors for some types of adaptation which will be agreed and updated from time to time. The Contractor will accept all referrals for mandatory Disabled Facilities Grant adaptations where the customer elects to use the Services.</p> <p>The Contractor will have in place and will further develop effective marketing and referral protocols with referring agencies as well as networks of providers of information and advice as well as wider 'wraparound' services. This will include (but is not limited to) the agencies listed below:-</p> <ul style="list-style-type: none"> • Shropshire Council First Point of Contact • Shropshire Council Housing Services • Health & Social Care Professionals • People 2 People • Integrated Community Services (ICS) team • Inter-Disciplinary Team (IDT) • CAAN partnership • Housing Support Providers • Resilient Communities teams • Community Mental Health Teams • Community health staff including GP's • Service user and carer groups

	<ul style="list-style-type: none"> • Private providers • Faith communities • Council community hubs and other community venues • Local legal and other advice services • Regional and national links <p>Partnership Working</p> <p>It is essential that the Service is developed by the Contractor and sustains close strategic and operational links with providers of complementary services including the Independent Living Centre, Equipment Services and Telecare. The Contractor will demonstrate how these links are delivering better value for money and continuous improvement to the outcomes for people.</p> <p>The Contractor will work closely with Shropshire Council to explore opportunities for co-location of staff and/or shared use of or access to data and IT systems in order to improve operational efficiency and improve the Service for the customer. In addition the Contractor will work with the Council to identify as early as possible those cases which are unlikely to progress to completion.</p>
2.6	<p>Strategic Working</p> <p>The Contractor will also work at strategic levels to develop and enhance approaches to ensuring that people are able to live in homes that are safe, warm and meet their particular needs. This will include:</p> <ul style="list-style-type: none"> • Local authority groups and workstreams • Voluntary Community Sector Assembly and associated forums • Clinical Commissioning Groups, Healthwatch and Public Health • Shropshire and Telford Hospitals • Social Services teams • Locality and theme-based commissioning structures currently under development <p>Other strategic partners and groups may be added where appropriate and this list should not be taken as exhaustive</p>
2.7	<p>Staffing and Volunteers</p> <p>This section is to be read in conjunction with sections 5 and 6 of Schedule 1 'Service Standards'.</p>

	<p>Contractor's staff will:</p> <ul style="list-style-type: none"> • have sufficient skills and expertise to enable them to satisfactorily carry out works to an acceptable standard • be of good character, careful, proficient, productive and courteous • undertake their duties in a manner that has regard to the Customer's circumstances • behave whilst in the Customer's accommodation in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them <p>The Contractor's technical officers will have a relevant professional qualification such as HNC Building Services or equivalent.</p> <p>In particular, Handypersons will</p> <ul style="list-style-type: none"> • have sufficient skills, expertise and training to enable them to satisfactorily carry out works to an acceptable standard. This will include asbestos and other hazardous substances awareness, legionella awareness, working at height and any other training that may be required to enable them to work safely and in line with the type of work being undertaken • understand and be able to explain the limits on the types of jobs they are able to undertake and will advise the customer how they can source this work. This applies in particular to working with gas and electricity beyond the indicative tasks shown above in section 2.1 • be of good character, careful, proficient, productive and courteous • undertake their duties in a manner that has regard to the Customer's circumstances • behave whilst in the Customer's accommodation in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them <p>The Services will promote volunteering, apprenticeship and work placement opportunities within the service to the local community and should work closely with existing voluntary sector support services to increase the recruitment of volunteers; for example Shropshire Voluntary & Community Sector Assembly and Shropshire Infrastructure Partnership.</p>
<p>2.8</p>	<p>Advertising and Promotion</p> <p>The Contractor will market itself appropriately to ensure that people living in Shropshire, and referring or partner organisations, are aware of the Services and how and when they can be accessed.</p>

<p>2.10</p>	<p>Customer and Stakeholder Involvement</p> <p>The Contractor will actively seek out feedback from customers, partners and stakeholders and will demonstrate how feedback is used to shape ongoing improvements to the service.</p> <p>The Contractor will also involve stakeholders, such as the Council (departments and teams), health providers and the wider voluntary sector to review effectiveness and how to contribute to future planning.</p> <p>This qualitative feedback will form part of the regular monitoring arrangements.</p>
<p>3</p>	<p>Outcomes, Social Value & Reporting</p>
<p>3.1</p>	<p>Outcomes</p> <p>The Contractor will contribute to the following the Council-defined outcomes:</p> <p>The primary outcomes to be delivered by the Contractor are:</p> <ol style="list-style-type: none"> 1. To prevent or delay admission to hospital and / or residential or nursing care 2. To prevent delayed transfer of care or facilitate discharge from hospital and / or residential care 3. To maintain older and disabled people's ability to live independently in their own home for as long as possible and to promote their well-being 4. To keep people at risk of domestic violence safe in their own home through the Sanctuary scheme <p>The Contractor will ensure that the Services will contribute to the following Council outcomes:</p> <p>Your Health</p> <ul style="list-style-type: none"> • Reduction in delayed transfers of care from hospital to home • Increase in the number of people able to remain at home more than 91 days after discharge from hospital • Reduction in the number of people going into residential or nursing care as a result of unsuitable accommodation • Reduction in the number of falls • More adult social care service users reporting that they have control over their daily life <p>Your Environment</p> <ul style="list-style-type: none"> • Improvement in housing conditions

	<ul style="list-style-type: none"> • People feel they have a decent, warm and appropriate place to live • Reduction in the number of accidental fires <p>Your Life</p> <ul style="list-style-type: none"> • People are enabled to remain independent for as long as possible • A reduction in the number of people who feel isolated • People report an improved quality of life • More people feel safe and secure in their own homes • More people are helped to help themselves and know what choices are available to them <p>Additional Outcomes</p> <ul style="list-style-type: none"> • People feel safer and secure in their homes • People are supported to maximise their income including help to access the right benefits • Support for the local supply chain where appropriate • People who are not eligible for grant-funded adaptations are able to access the Service on a fee-paying basis • People who are not eligible for subsidised Handyperson services are able to access the Service on a full fee-paying basis
<p>3.2</p>	<p>Social Value</p> <p>The Contractor will ensure that the Services make best use of existing and developing relationships and partnerships and will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that it can provide.</p> <p>Specific ‘Social Value’ requirements to be demonstrated by the Contractor include:</p> <p><u>Economic Value</u></p> <ul style="list-style-type: none"> • Engagement of local contractors to carry out works, resulting in support for the local supply chain and local employment opportunities • Opportunities for traineeships, apprenticeships or work experience placements for Shropshire residents at all points in the supply chain • The organisation(s) providing the Service is able to grow and to be resilient to market and public-funding changes

	<ul style="list-style-type: none"> • People are helped to help themselves and know what choices are available to them in where and how they live, and how to make the most of them <p><u>Social Value</u></p> <ul style="list-style-type: none"> • Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the HIA • Local communities (People) are able to help themselves and do not rely on others to meet their needs • People know how to avoid or manage the factors which impact on their long-term health <p><u>Environmental Value</u></p> <ul style="list-style-type: none"> • People are able to maintain a warm and energy-efficient home
<p>3.3</p>	<p>Performance Indicators and Management Information</p> <p>The Contractor will report the following performance indicators as a minimum. Additional indicators may be added as required:</p> <ul style="list-style-type: none"> • Response times from initial referral to commencement of works – HIA • Response times from initial referral to completion of the job – Handyperson • Work on securing / repairing all properties referred under the Sanctuary Scheme to begin within 5 working days of referral once landlord permission has been given. Work to begin within 48 hours if the case is urgent • Rates of satisfaction with the works undertaken • Rates of satisfaction with the service provided <p>Management Information will be recorded and provided on request which will detail the number and nature of works undertaken through this contract in order to help the commissioner understand the market and any emerging or changing needs. Information provided will be able to be broken down into locality areas. This may include, but is not limited to:</p> <ul style="list-style-type: none"> • Number and type of enquiries received • Number of referrals and detail of referring agency • Number and nature of eligible adaptations commencing

	<ul style="list-style-type: none"> • Number and nature of eligible adaptations completed • Number and nature of self-funded adaptations • Value of adaptations in progress and completed • Number and nature of eligible minor works completed • Number and nature of self-funded Handyman jobs • Demographic and equalities information • For the Sanctuary Scheme: <ul style="list-style-type: none"> ○ Number of properties secured / repaired ○ Nature of the works including what was fitted ○ Referral reasons ○ Length of time from referral to completion ○ Cost of each job ○ Demographic and equalities information
<p>3.4</p>	<p>Reporting and Monitoring</p> <p>Performance Indicators detailed in 3.3 above will provided on a quarterly basis in a format to be agreed with the Council.</p>

Pricing Schedule for the Integrated Home Improvement Agency Adaptations and Handyperson Service

	Year 1	Year 2	Year 3	VAT Applicable?
Block Funding				
Block Funding for Cases Cancelled Prior to Completion	████████	████████	████████	
Integrated Home Improvement Agency (Capped at £80,000 per annum)				
Handyperson Service (Capped at £125,000 Year 1; £100,000 per annum Year 2 onwards)				
Total Core / Block	████████	████████	████████	
Subsidised Hourly Rate				
Non-Subsidised Hourly Rate (for information only - not scored)				

**AMCV 105 – Integrated Home Improvement Agency Adaptations
and Handyperson Service for Shropshire**

SHROPSHIRE COUNCIL

Confidentiality Undertaking Regarding TUPE

[Date] 2016

[NAME]

Your ref: *

Our ref: AMCV 105

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.

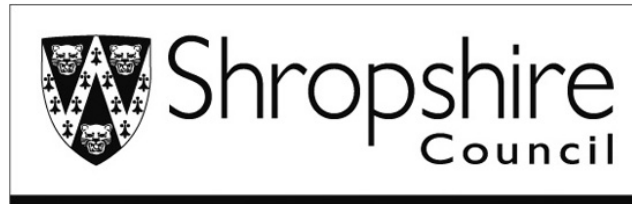
We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

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.



Tender Response Document

AMCV 105 – Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire

Name of TENDERING
ORGANISATION
(please insert)

Mears Home Improvement Limited

Shropshire Council Tender Response Document

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

The Integrated Home Improvement Agency (HIA) and Handyperson service will help to achieve this through supporting older and vulnerable people to live independently and safely through making minor through to major grant-aided adaptations to their homes, allowing them to live more independently and safely and to remain in their own homes. It will also support more people to access the benefits to which they are entitled, and access other services to insulate and improve their homes. The service also work closely with Shropshire Council and the commissioned Independent Living Centre service, and will provide information, advice and signposting to help people to access other services which will help them to remain independent. The service will carry out works associated with the domestic violence 'Sanctuary' scheme aimed at helping victims of domestic violence to remain safely in their own home if they wish and it is appropriate.

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

The funding for this contract is capped at £221,500 per annum for the first year and at £196,500 in subsequent years and is to be allocated by the Provider to ensure that the following are sufficiently provided:

- Adaptations service – work undertaken on cases closed before completion (currently estimated at £16,500 per annum). Funding for the administration of completed DFG-funded adaptations will be paid on satisfactory completion at a rate of 12.5% of the value of the completed eligible works.
- Handyperson service – subsidy towards core funding of staff, vehicles and tools. This is capped at £125,000 in year 1 and £100,000 in subsequent years. The Handyperson service will charge a reasonable hourly rate (currently £15 per hour but has not been increased since 2009) for **eligible** jobs. We would expect to see a reducing subsidy from the council as the Handyperson service develops as a commercial enterprise and increases its unsubsidised volume of work.
- The Integrated service – capped at £80,000 per annum. This will provide for other valuable services such as home safety checks (fire safety, hazards, trips, etc), advice and access to help address cold and damp living conditions and operation of the 'Sanctuary' scheme to provide added safety

and security measures at home for people at risk of domestic violence.
Works completed under the Sanctuary scheme will be charged at an hourly rate for labour plus agreed security measures / equipment

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

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

Instructions for the completion of this document

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

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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following 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 are made up of 'Quality' and 'Price' and shows how each of the criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section F / Q 1.1	Price – Block Contract	32% / 320 max marks
Section F / Q 1.2	Price – Hourly Rate	8% / 80 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section F / Q 2.1	Service Delivery, Capacity and Expertise	25% / 250 max marks
Section F / Q 2.2	Partnerships and Professional Relationships	10% / 100max marks
Section F / Q 2.3	Developing a Resilient Commercial Approach	10% / 100 max marks
Section F / Q 2.4	Social Value	10% / 100max marks
Section F / Q 2.5	Transition and Implementation	5% / 50max marks
Total for quality		60% / 600 max marks

Quality Questions/ Scoring Scheme

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

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

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

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

The tender receiving the highest initial mark for quality overall will receive the full % available for quality being 600 final Marks. Other tenders will receive a final mark that reflects the difference in the initial marks between those tenders and the tender receiving the highest initial mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for each element of Price as stated below. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Price will be evaluated on the following basis:

1. Block contract total value over maximum contract term (3 years) is calculated by aggregating the 3 block-funded elements:
 - a. Funding for work undertaken on cases which are cancelled before completion – fixed at £16,500 per annum
 - b. Integrated Home Improvement Agency – capped at a maximum £80,000 per annum

- c. Handyperson Service subsidy to support eligible jobs – capped at a maximum of £125,000 in year 1; capped at a maximum of £100,000 in subsequent years

Please use the enclosed Pricing Schedule spreadsheet to set out your costs for delivering each of these elements. You should specify a cost for each element (b and c above) for each year. Any costs which are above the capped amounts shown above will result in your tender being rejected. The total aggregate block contract cost over the 3 years is weighted at 32% (320 marks).

2. Hourly rates for subsidised works – please state on the enclosed Pricing Schedule your hourly rate for subsidised (ie eligible) Handyperson jobs and Sanctuary Scheme jobs. The hourly rate charged for subsidised (eligible) jobs is weighted at 8% (80 marks).

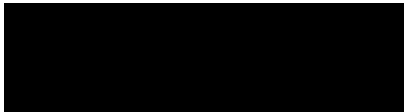
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Integrated Home Improvement Agency Adaptations and Handyperson Service for Shropshire

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 the above services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the terms and conditions within the form of contract, copies of which we have received.

Signed 

Name 

Date **25th July 2016**

Designation **Managing Director**

Company **Mears Home Improvement Limited**

Address **1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester**

.....

..... Post Code **GL3 4AH**

Tel No 

Fax No **01707 290 194**

E-mail address 

Web address **www.mearsgroup.co.uk**

Section A:
2. Non – Canvassing Certificate

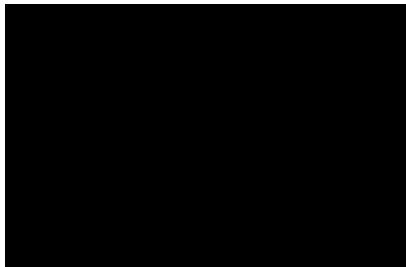
Non-Canvassing Certificate

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

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

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

Signed (1)



Status **Managing Director**

Signed (2)

Status **Company Secretary**

(For and on behalf of **Mears Home Improvement Limited**)

Date **25th July 2016**

Section A:
3. Non – Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

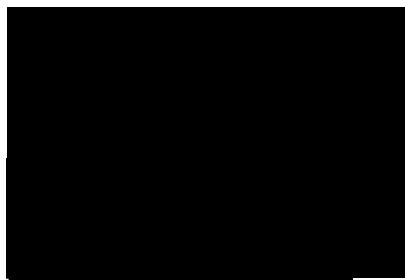
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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 **Managing Director**

Signed (2)

Status **Company Secretary**

(For and on behalf of **Mears Home Improvement Limited**)

Date **25th July 2016**

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

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

No

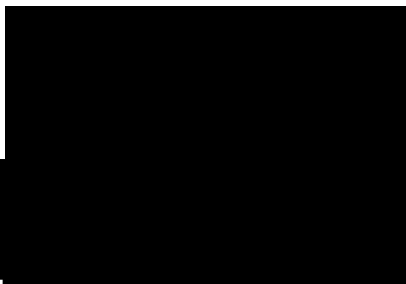
If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)



Status **Managing Director**

Signed (2)

Status **Company Secretary**

(For and on behalf of **Mears Home Improvement Limited**)


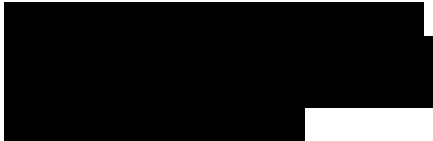


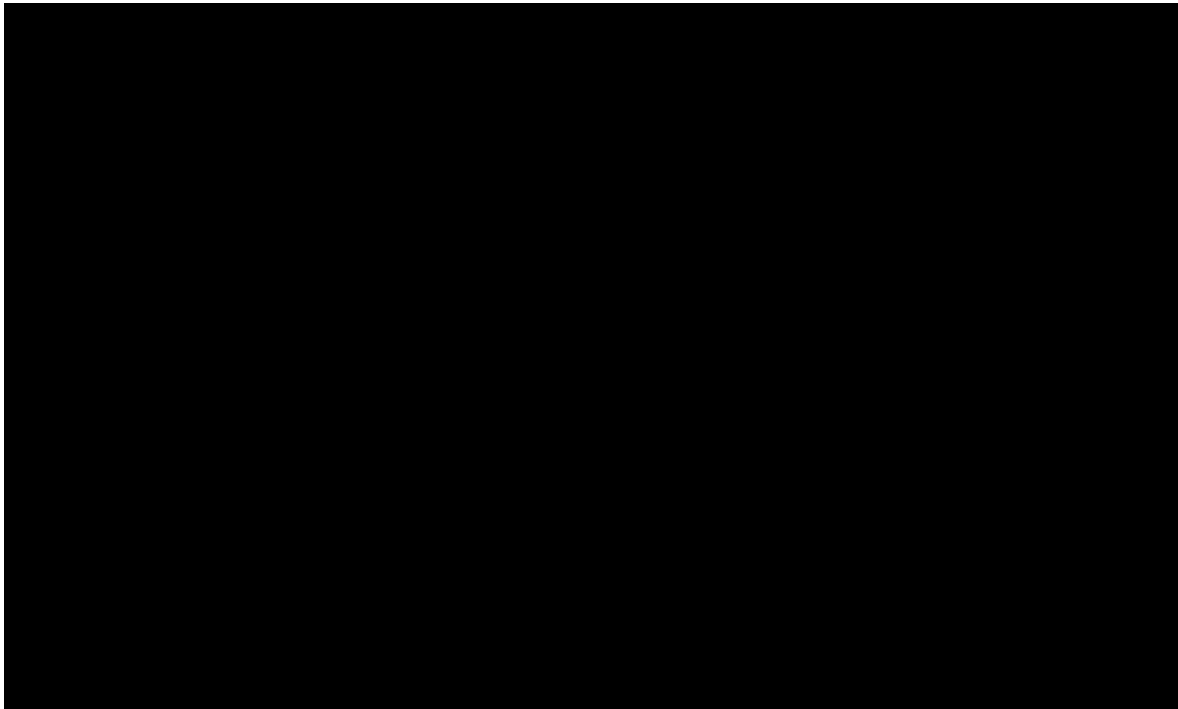
Date **25th July 2016**

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	Mears Home Improvement Limited	
Registered company address	1390 Montpellier Court Gloucester business Park Brockworth Gloucester GL3 4AH	
Registered company number	3716517	
Registered charity number	N/A	
Registered VAT number	682 0027 58	
Name of immediate parent company	Mears Group PLC	
Name of ultimate parent company	As above	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

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

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	X Yes    
	
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the	<input type="checkbox"/> Yes

<p>percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Lead member</u></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>

<p>1.3 Contact details</p>	
<p>Supplier contact details for enquiries about this tender</p>	
<p>Name</p>	<p>██████████</p>
<p>Postal address</p>	<p>Business Development 26-28 Hyde Way Welwyn Garden City Hertfordshire AL7 3UQ</p>
<p>Country</p>	<p>UK</p>
<p>Phone</p>	<p>01707 290168</p>
<p>Mobile</p>	<p>07894 494857</p>
<p>E-mail</p>	<p>bid.admin@mearsgroup.co.uk</p>

<p>1.4 Licensing and registration (please mark 'X' in the relevant box)</p>		
<p>1.4.1</p>	<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</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p> <p>Mears Home Improvement Limited is registered in the UK under registration number 3716517</p>

	2014/24/EU) under the conditions laid down by that member state).	
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <p>Mears holds the following registrations and accreditations:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Foundations National HIA Quality Mark - Approved Level <input type="checkbox"/> NICEIC - Reg no. 24781 <input type="checkbox"/> Gas Safe - Reg no. 77745

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:		
(i) the offence of cheating the Revenue;		X
(ii) the offence of conspiracy to defraud;		X
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		X
(iv) fraudulent trading within the meaning of section 458		X

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

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

SECTION D

3. Grounds for discretionary exclusion

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

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

4. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years Please see appendix 4.1 for Mears Home Improvement Limited 2014 and 2015 Audited Accounts.</td> <td style="text-align: center;">X</td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years Please see appendix 4.1 for Mears Home Improvement Limited 2014 and 2015 Audited Accounts.	X	(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 Please see appendix 4.1 for Mears Home Improvement Limited 2014 and 2015 Audited Accounts.	X								
(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).									
4.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? X Yes □ No</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td>Mears Group PLC</td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td>Mears Group PLC is the Ultimate Holding Company of Mears Home Improvement Limited.</td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. X Yes □ No</p> <p>Please see appendix 4.2 for Mears Group PLC 2014 and 2015 Audited Accounts.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? X Yes □ No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) N/A</p>	Name of the organisation	Mears Group PLC	Relationship to the Supplier completing the PQQ	Mears Group PLC is the Ultimate Holding Company of Mears Home Improvement Limited.				
Name of the organisation	Mears Group PLC								
Relationship to the Supplier completing the PQQ	Mears Group PLC is the Ultimate Holding Company of Mears Home Improvement Limited.								

SECTION E


5. TECHNICAL AND PROFESSIONAL ABILITY

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

	Contract completion date	[REDACTED]	[REDACTED]	[REDACTED]
	Estimated Contract Value	[REDACTED]	[REDACTED]	[REDACTED]
5.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.	[REDACTED]	[REDACTED]	[REDACTED]

		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

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

6 – Project specific questions to assess Technical and Professional Ability

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

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

6.1 - Insurance

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

<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<p><input type="checkbox"/> Yes</p> <p>X 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>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial</p>	<p><input type="checkbox"/> Yes</p> <p>X No</p> <p>N/A</p>

	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?	X Yes <input type="checkbox"/> No

6.3 – Environmental Management

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

6.4 – Health & Safety

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

6.5 – Professional Qualifications

1.	Please self-certify that Technical Officers working on the Home Improvement Agency Adaptations element of the service have a relevant professional qualification such as HNC Building Services or equivalent	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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6.6 Safeguarding of adults and children

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

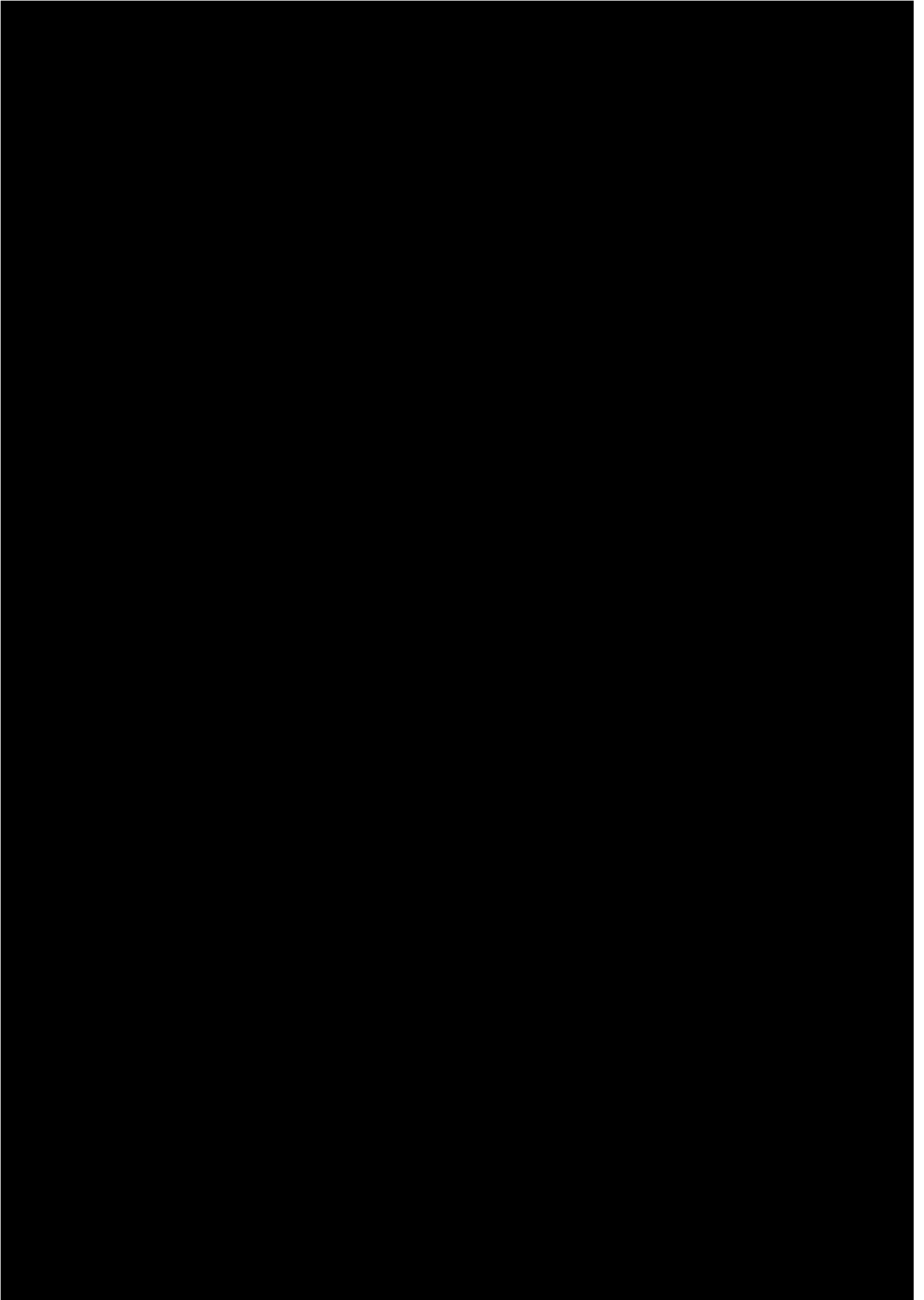
*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> <i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</i> https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419595/Working_Together_to_Safeguard_Children.pdf</p> <p><i>“Adult Safeguarding: Multi-agency policy & procedures for the protection of adults with care & support needs in the West Midlands”</i> https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p> <p>Please see appendix 6.6.1 for our IMSP060AW - Safeguarding Policy & Procedure</p>	<p>Enclosed YES</p> <p>Enclosed YES</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) http://www.safeguardingshropshireschildren.org.uk/scb/index.html</p> <p>and Shropshire Council’s approach to safeguarding adults http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p>	

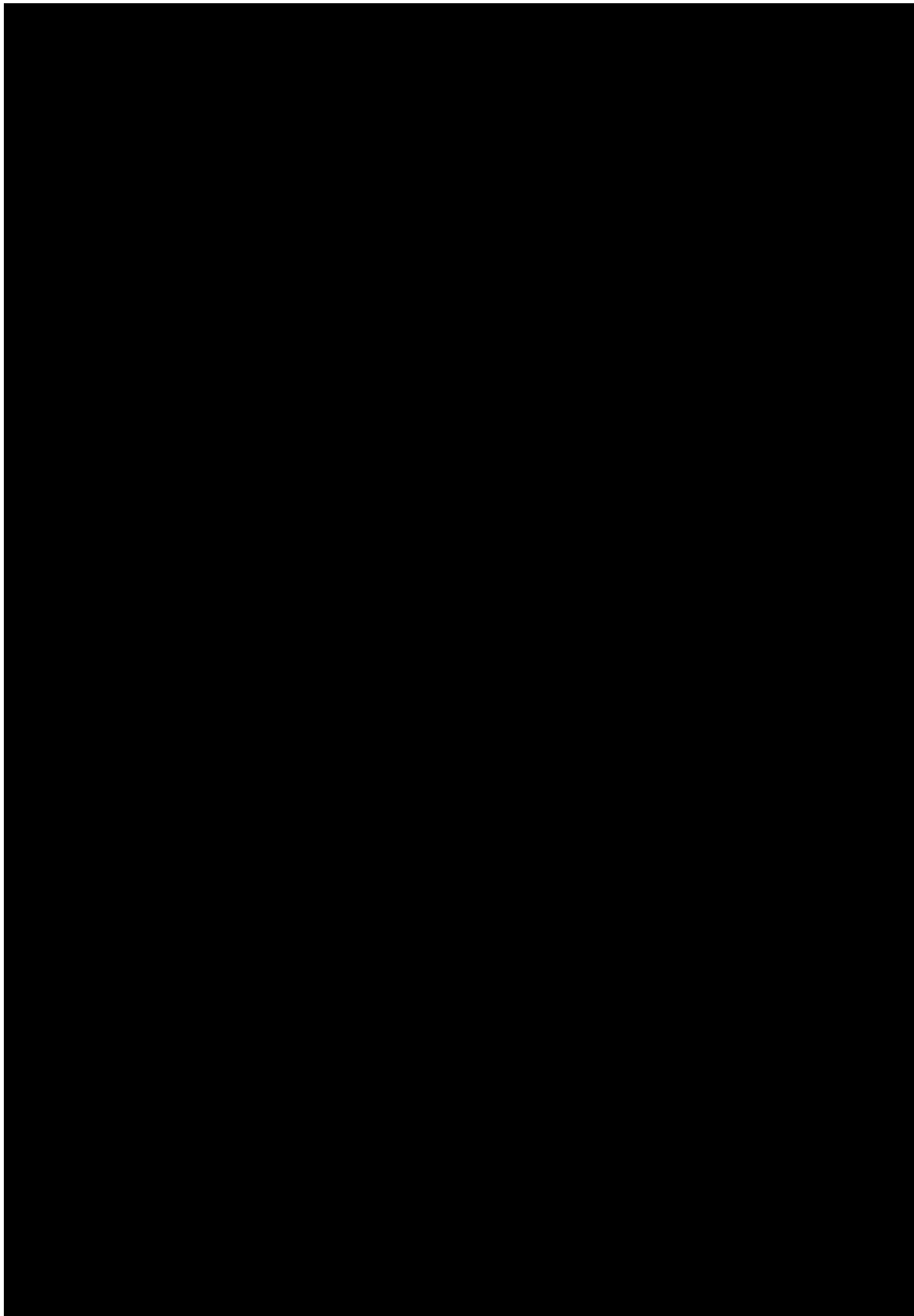
	<p>Signed </p> <p>Status Managing Director Mears Estates and Home Improvement (For and on behalf of Mears Home Improvement Limited)</p> <p>Date 25th July 2016</p>	
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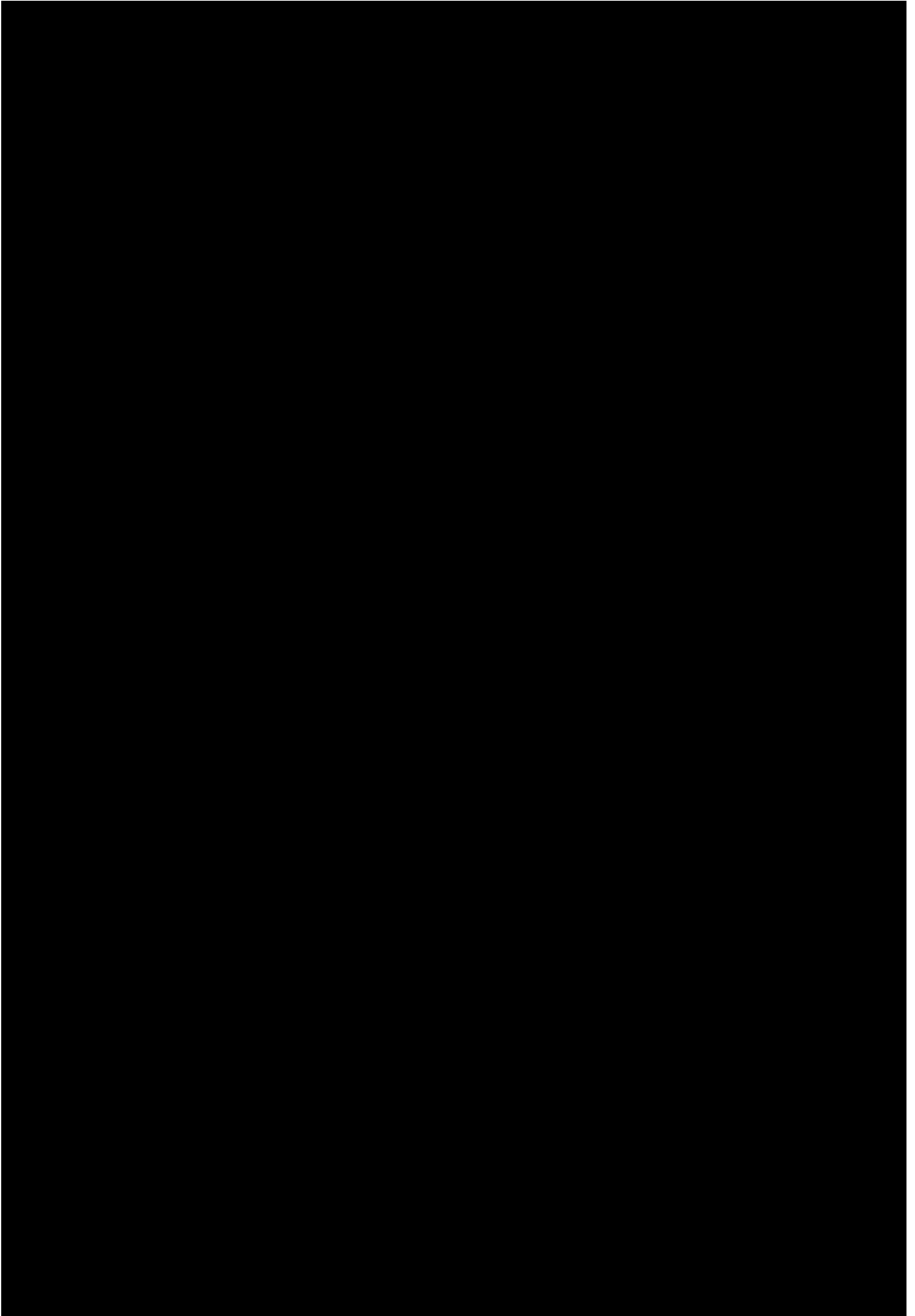
SECTION F – TENDER SCHEDULE

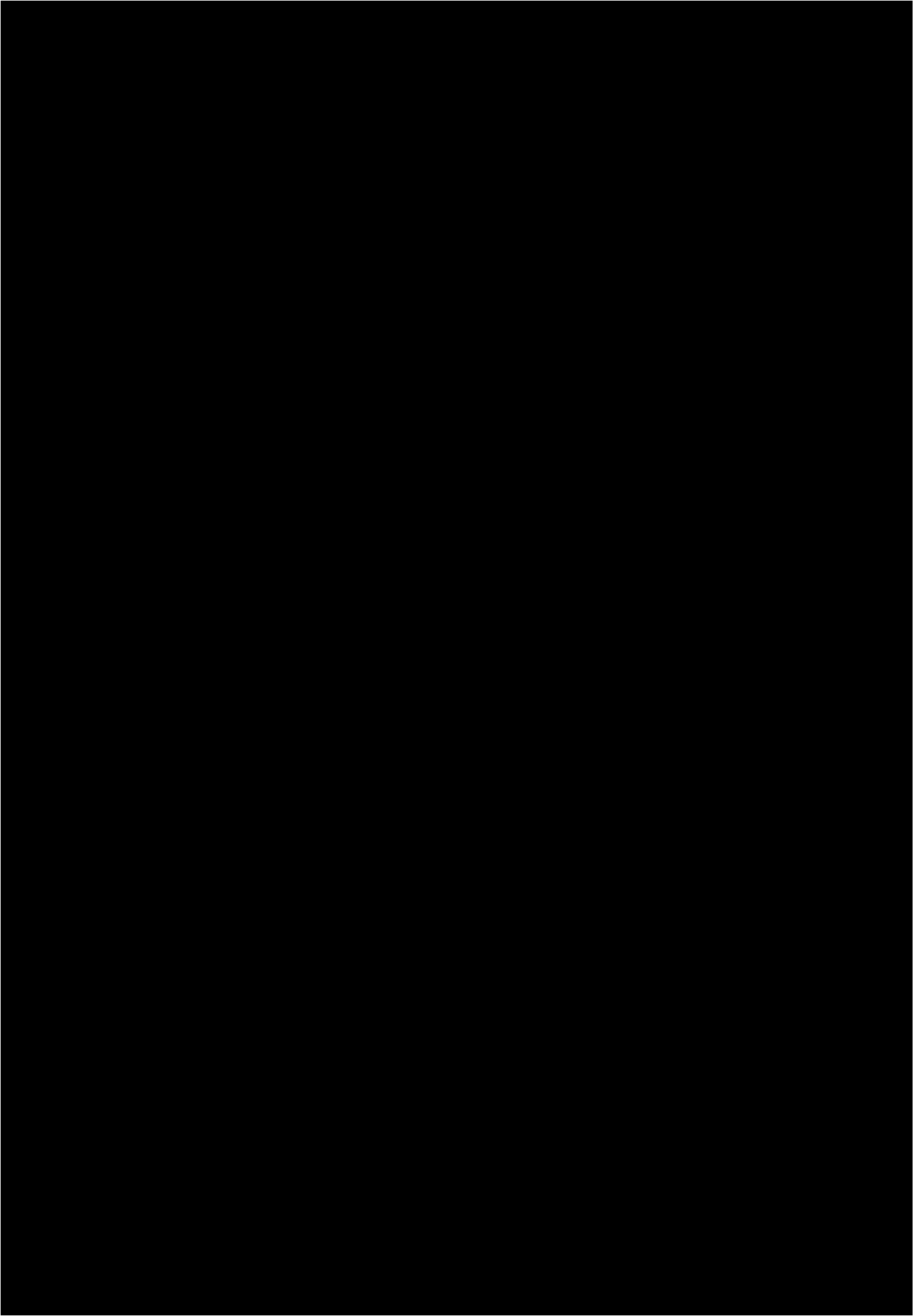
1.	Pricing Schedule
1.1	<p>You MUST fully complete the attached pricing schedule spreadsheet</p> <p>Price will be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1. Block contract total value over maximum contract term (3 years) is calculated by aggregating the 3 block-funded elements: <ol style="list-style-type: none"> a. Funding for work undertaken on cases which are cancelled before completion – fixed at £16,500 per annum b. Integrated Home Improvement Agency – capped at a maximum £80,000 per annum c. Handyperson Service subsidy to support eligible jobs – capped at a maximum of £125,000 in year 1; capped at a maximum of £100,000 in subsequent years <p>Please use the enclosed Pricing Schedule spreadsheet to set out your costs for delivering each of these elements. You should specify a cost for each element (b and c above) for each year. Any costs which are above the capped amounts shown above will result in your tender being rejected. The total aggregate block contract cost over the 3 years is weighted at 32% (320 marks).</p> 2. Hourly rates for subsidised works – please state on the enclosed Finance Schedule your hourly rate for subsidised (ie eligible) Handyperson jobs and Sanctuary Scheme jobs. The hourly rate charged for subsidised (eligible) jobs is weighted at 8% (80 marks). 3. For indicative purposes only please state the unsubsidised hourly rate, ie the rate you will charge for private / commercial Handyperson jobs. This will NOT be marked or weighted

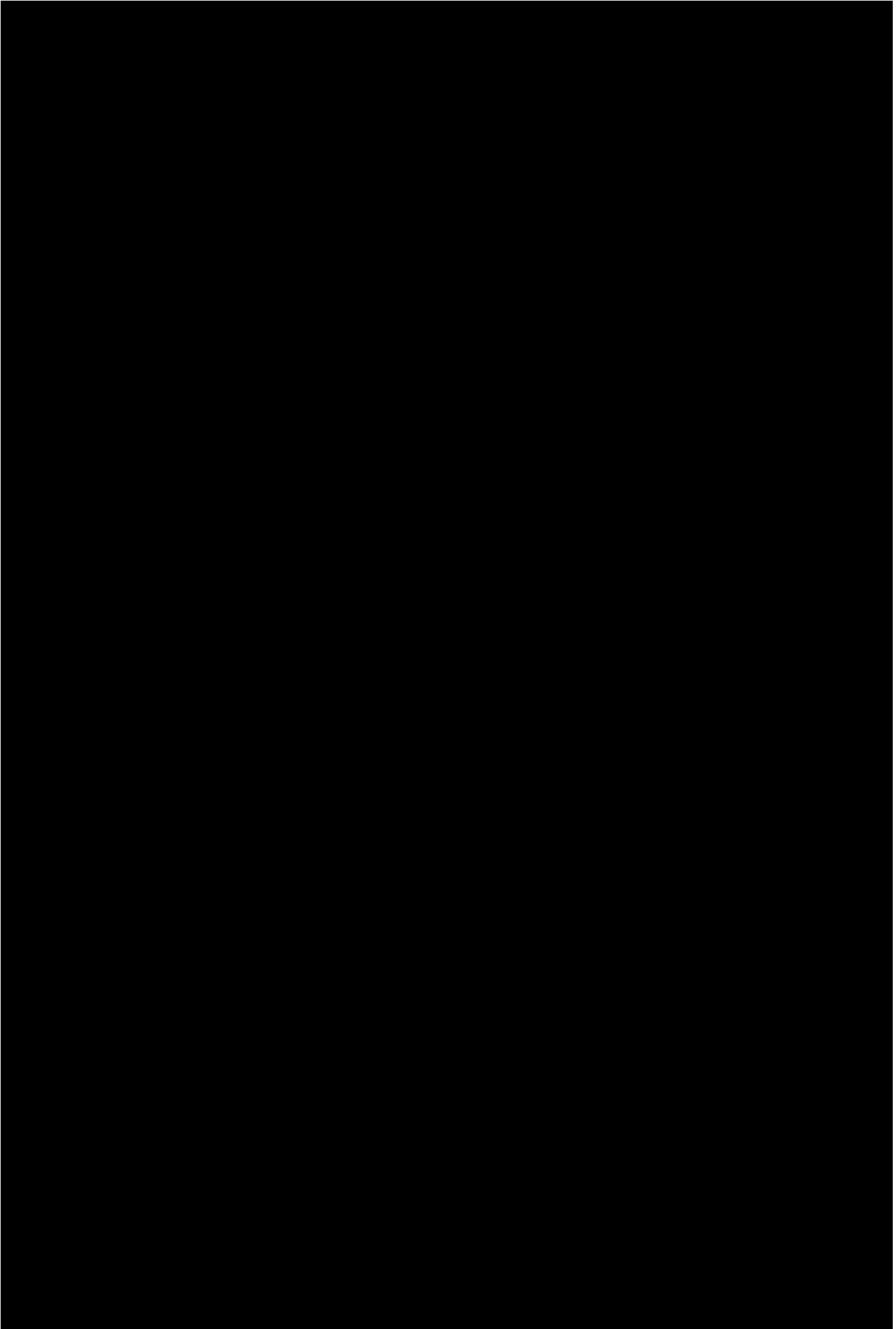
2.	Tender Specification Response	
	Please respond to all the following questions and create sufficient space for your responses by expanding the table. Where applicable please provide examples or case studies of previous work which may be clearly referenced as appendices to your responses	
2.1	<p>Describe your approach to efficient delivery of the range of functions as described in Section 2.1 of the Service Specification. Please structure your response so that each element is described:</p> <ul style="list-style-type: none"> - The Integrated Service - Home Improvement Agency Adaptations - Handyperson - Sanctuary Scheme <p>Your response should include a description of your staffing structure; job and work scheduling; response times including your commitment to urgent referral timescales.</p> <p>(Maximum 2,500 words)</p>	25% / 250 marks

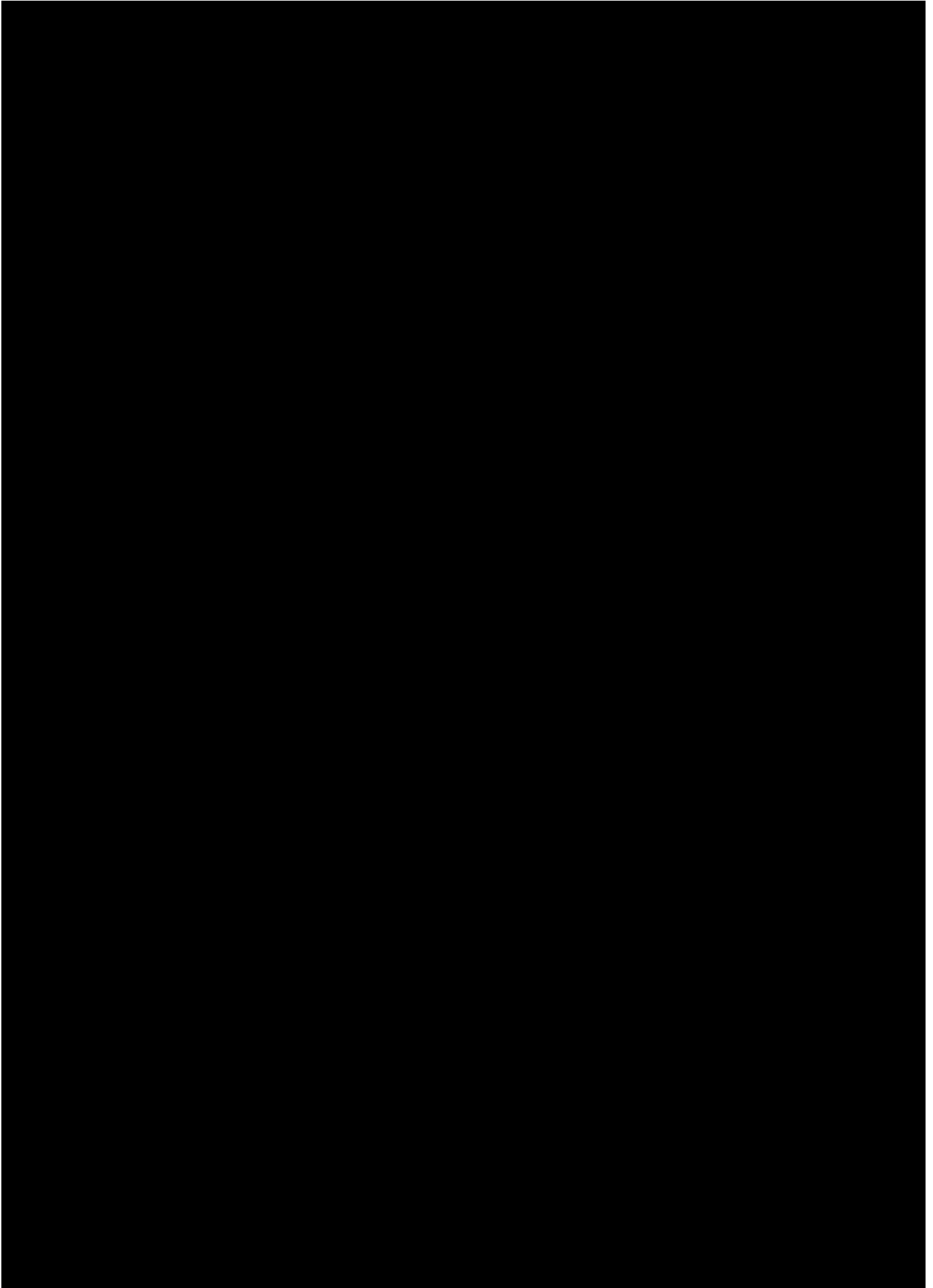






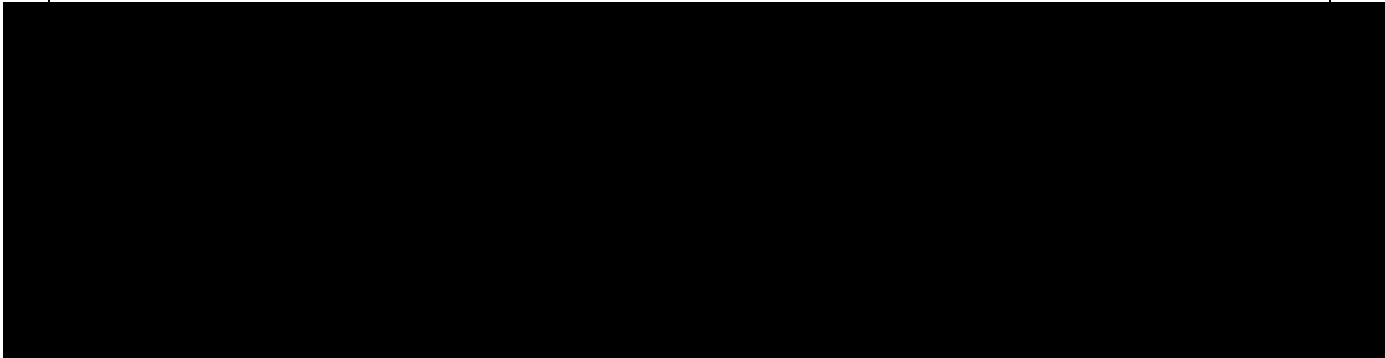


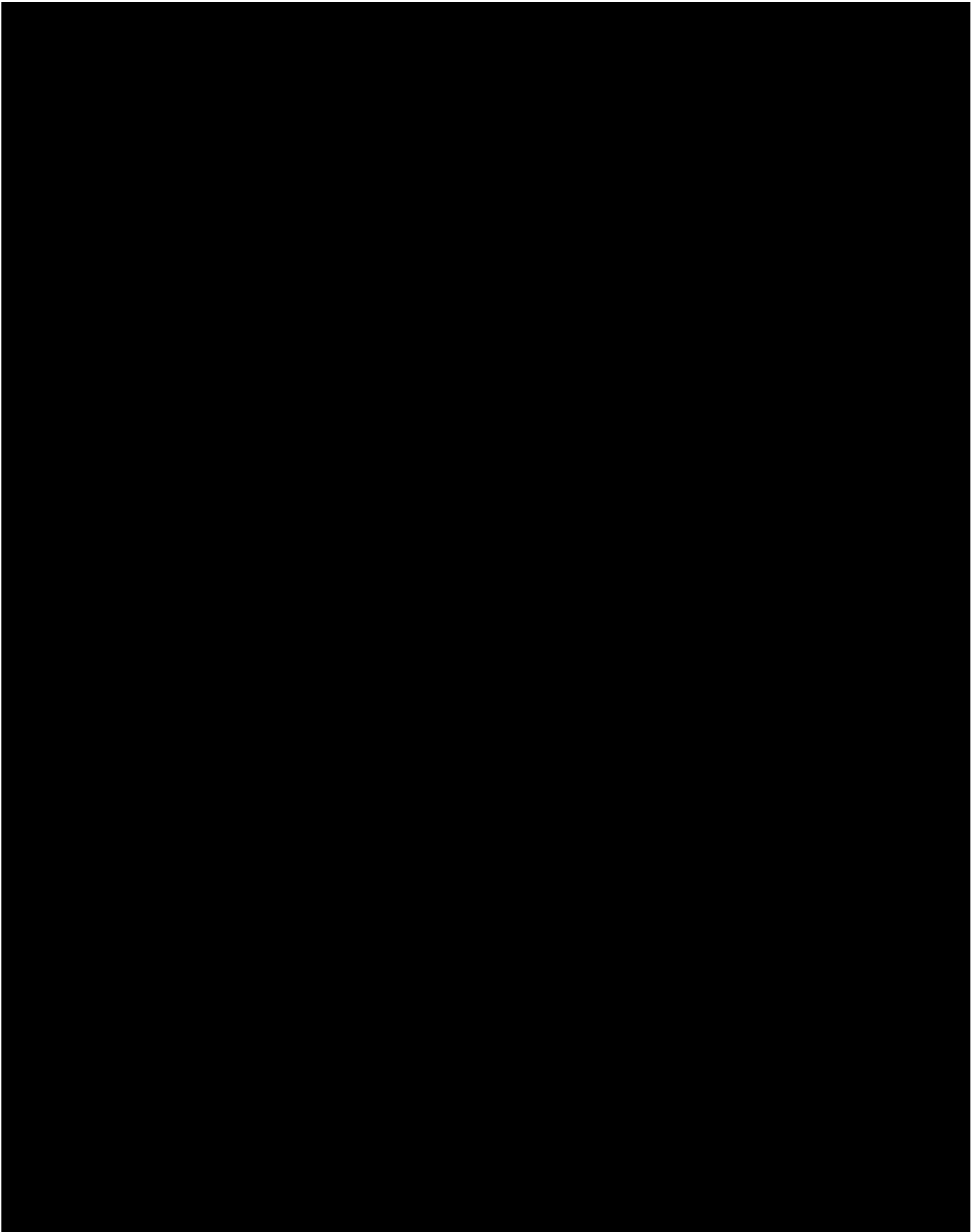


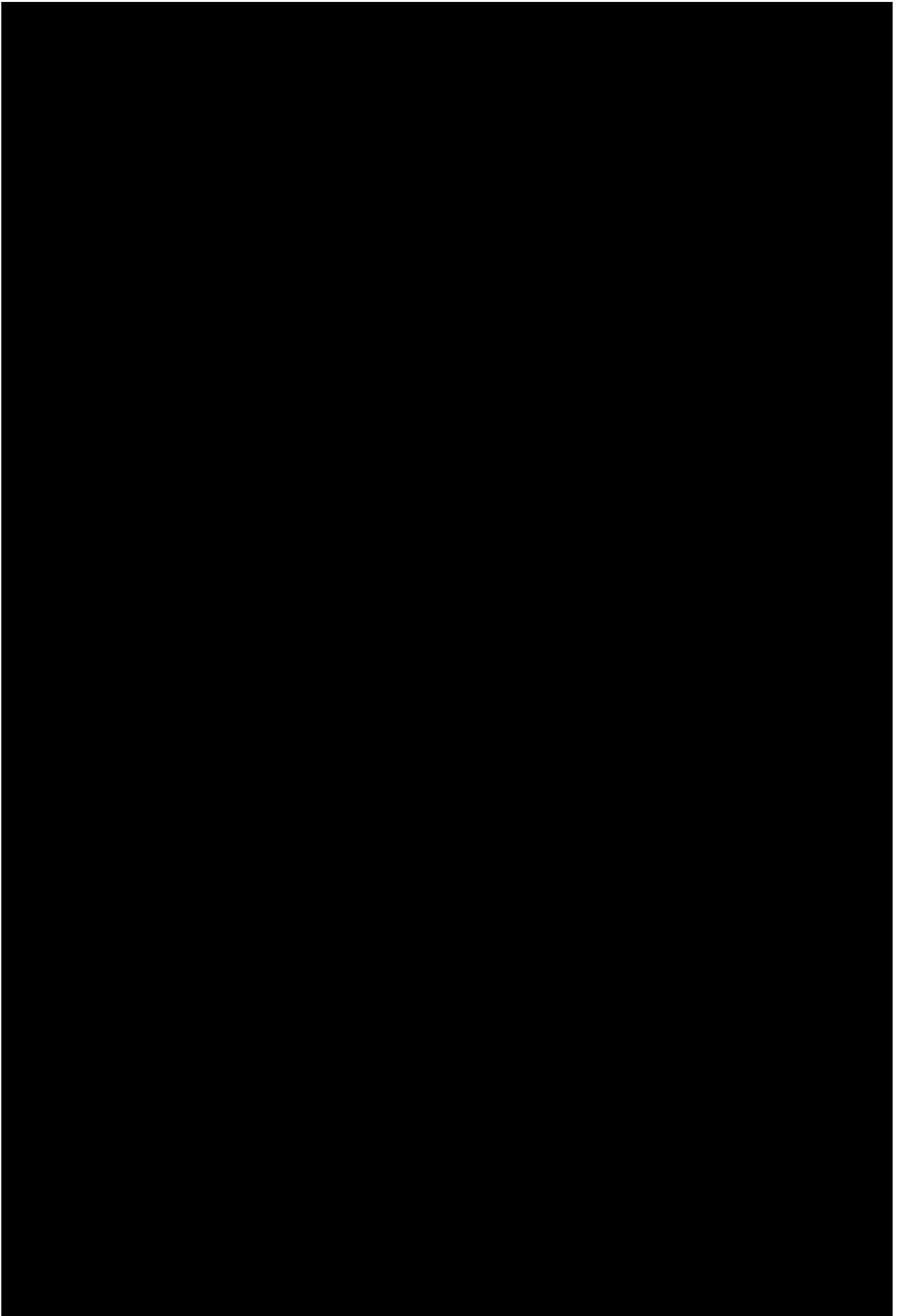


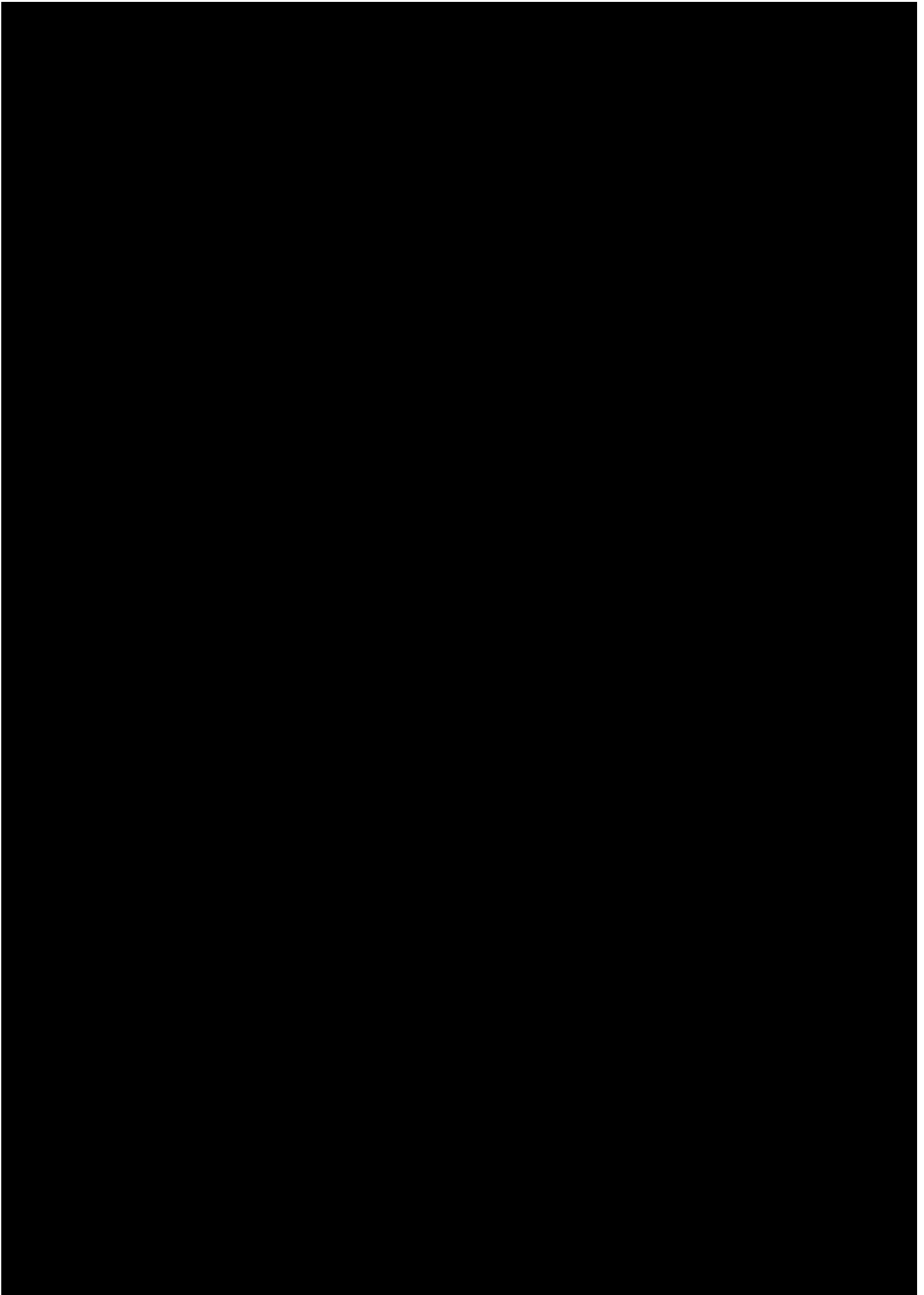


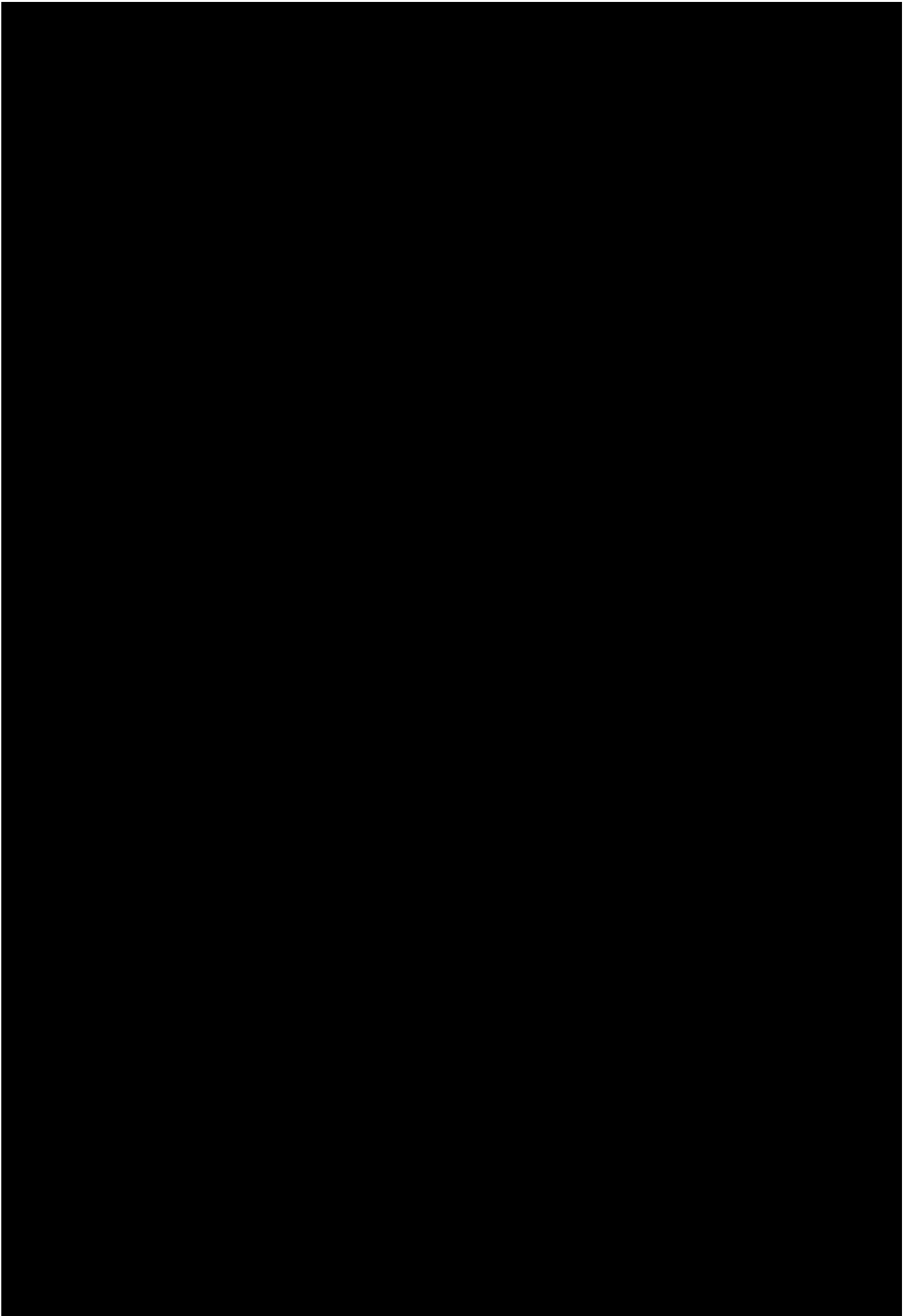
2.2	Describe the partnerships and professional relationships you will have in place in order to maximise the effectiveness of the services and outcomes for the customers. Please demonstrate how these will be mutually beneficial and contribute to joint outcomes (Maximum 1,500 words)	10% / 100 marks



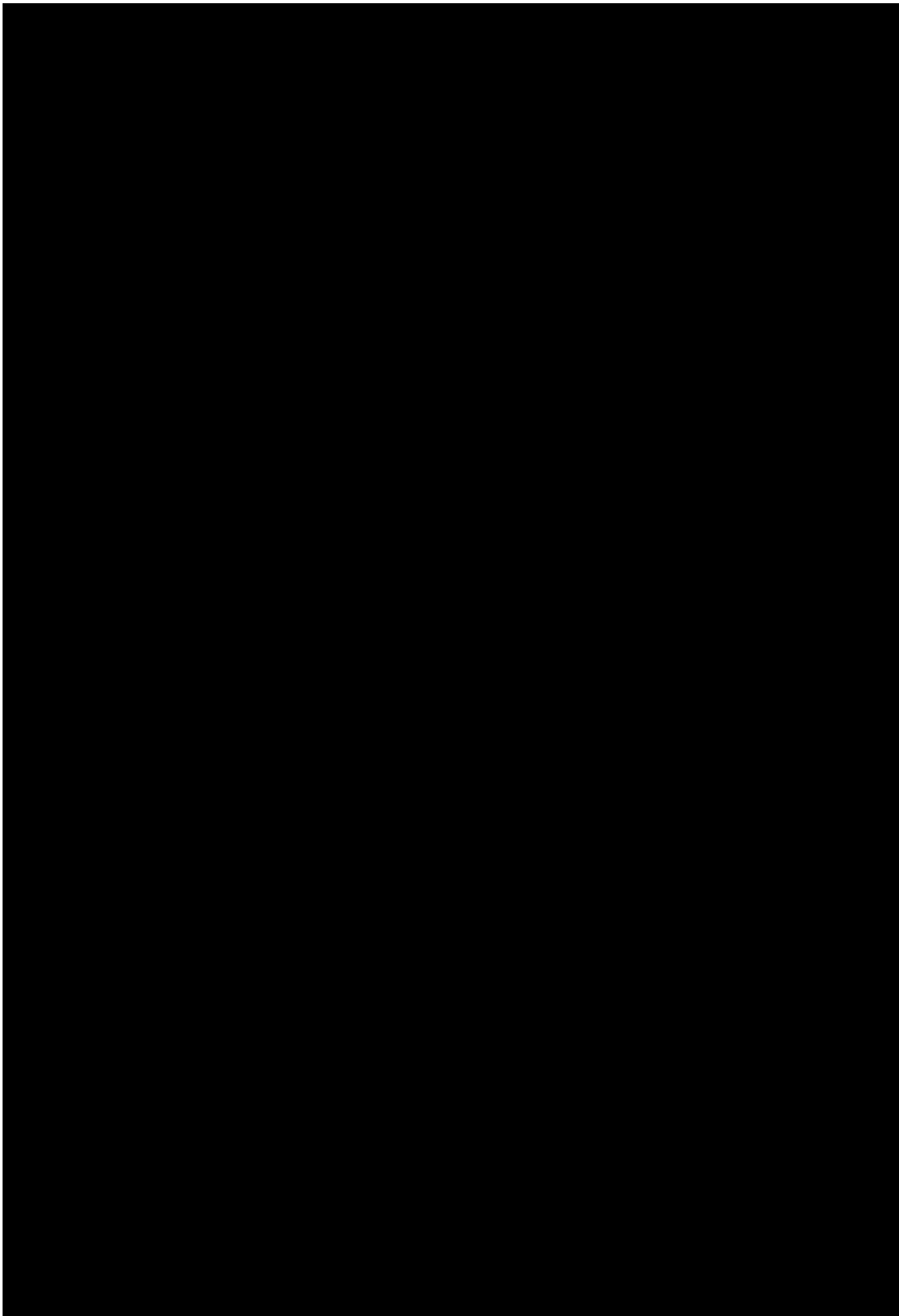


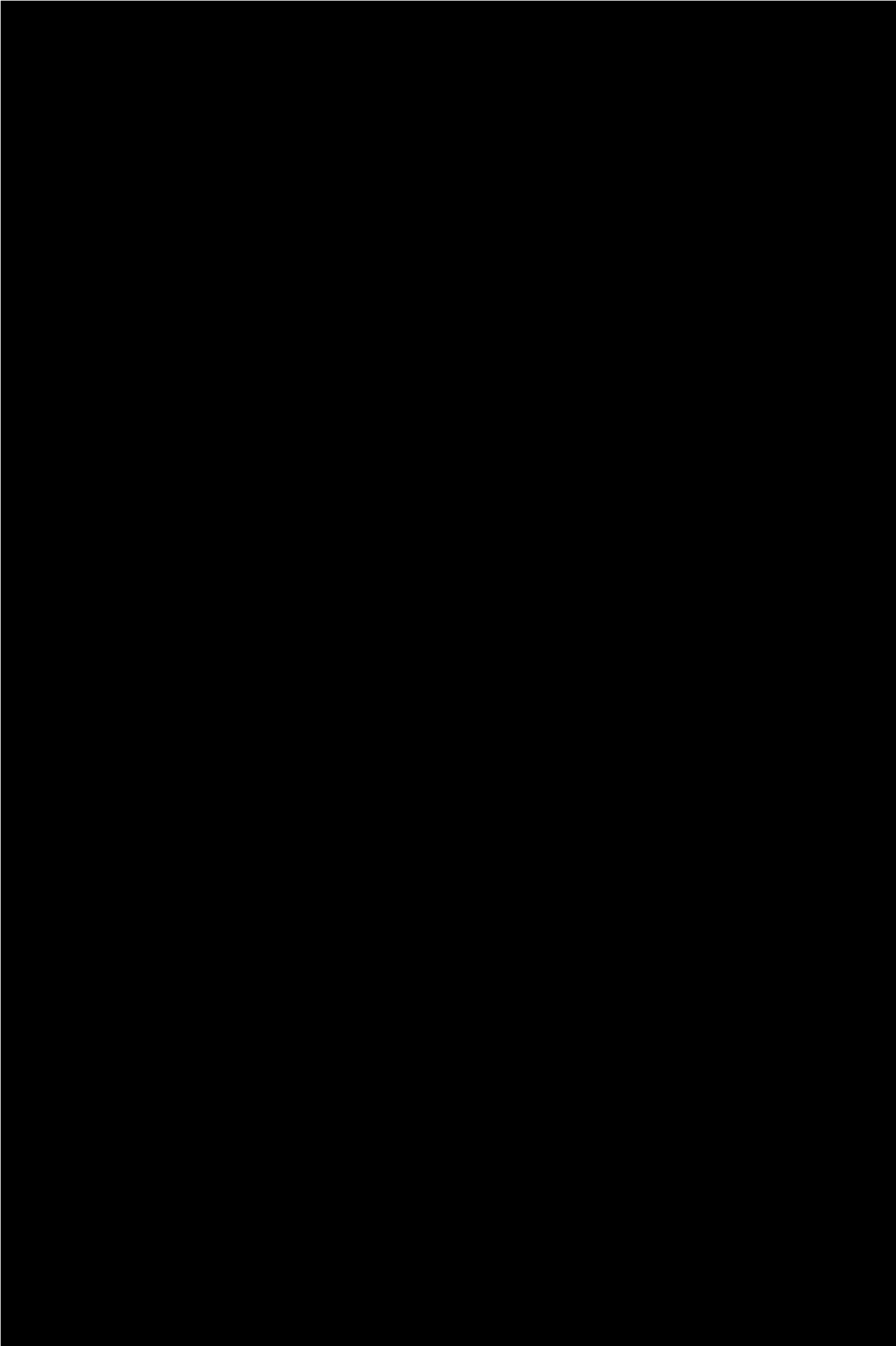






2.3	<p>It is a key requirement that the Integrated HIA and Handyperson service (the Service) is able to develop in such a way as to reduce or eliminate the need for baseline public funding through adopting an appropriate commercial model which meets the needs of the target audience and by marketing itself effectively. Please describe how you propose to work to develop this as well as innovative ideas for sharing the financial benefits with the Council and/or its partners.</p> <p>(Maximum 1,500 words)</p>	10% / 100 marks
<p>[Redacted content]</p>		





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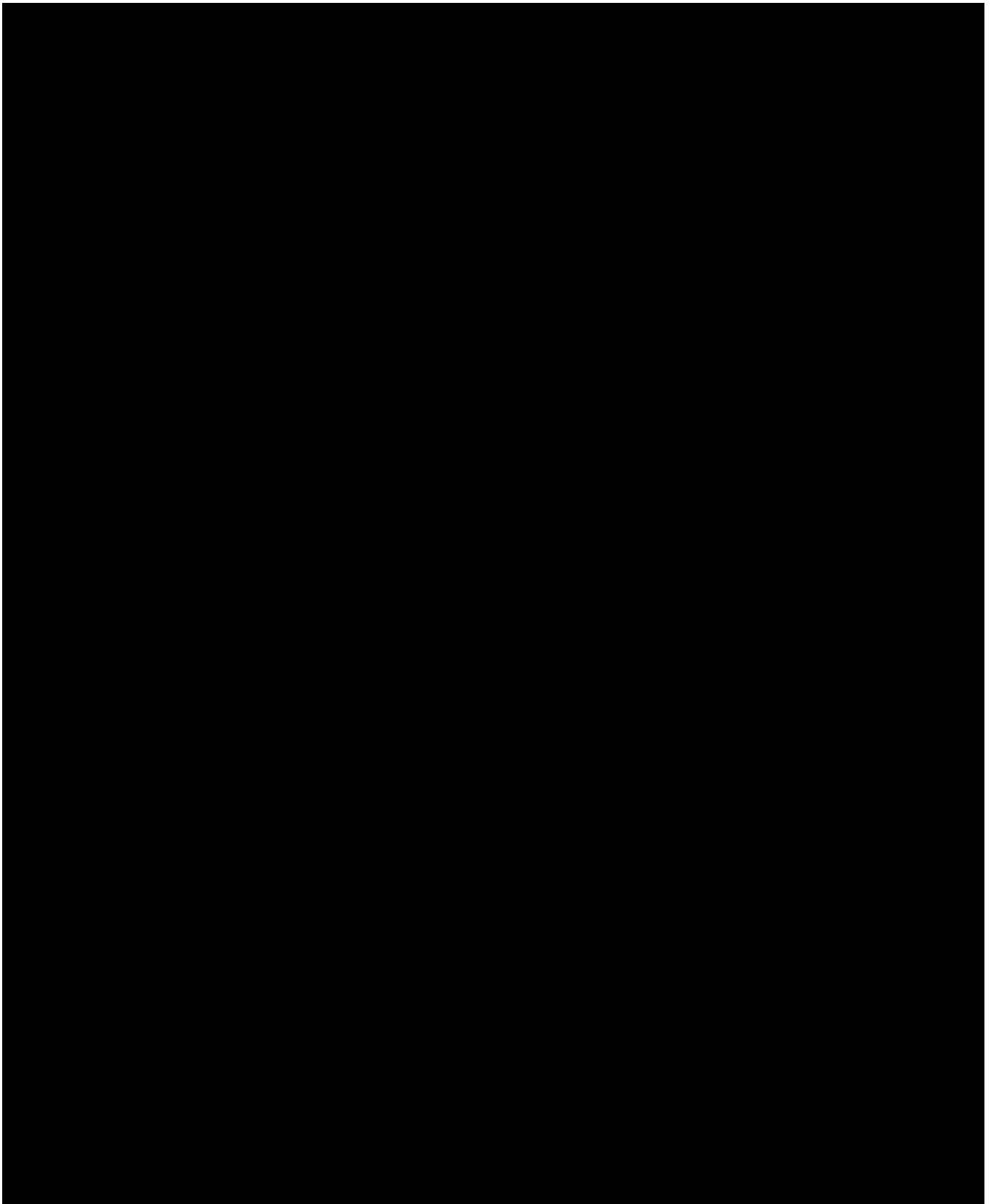
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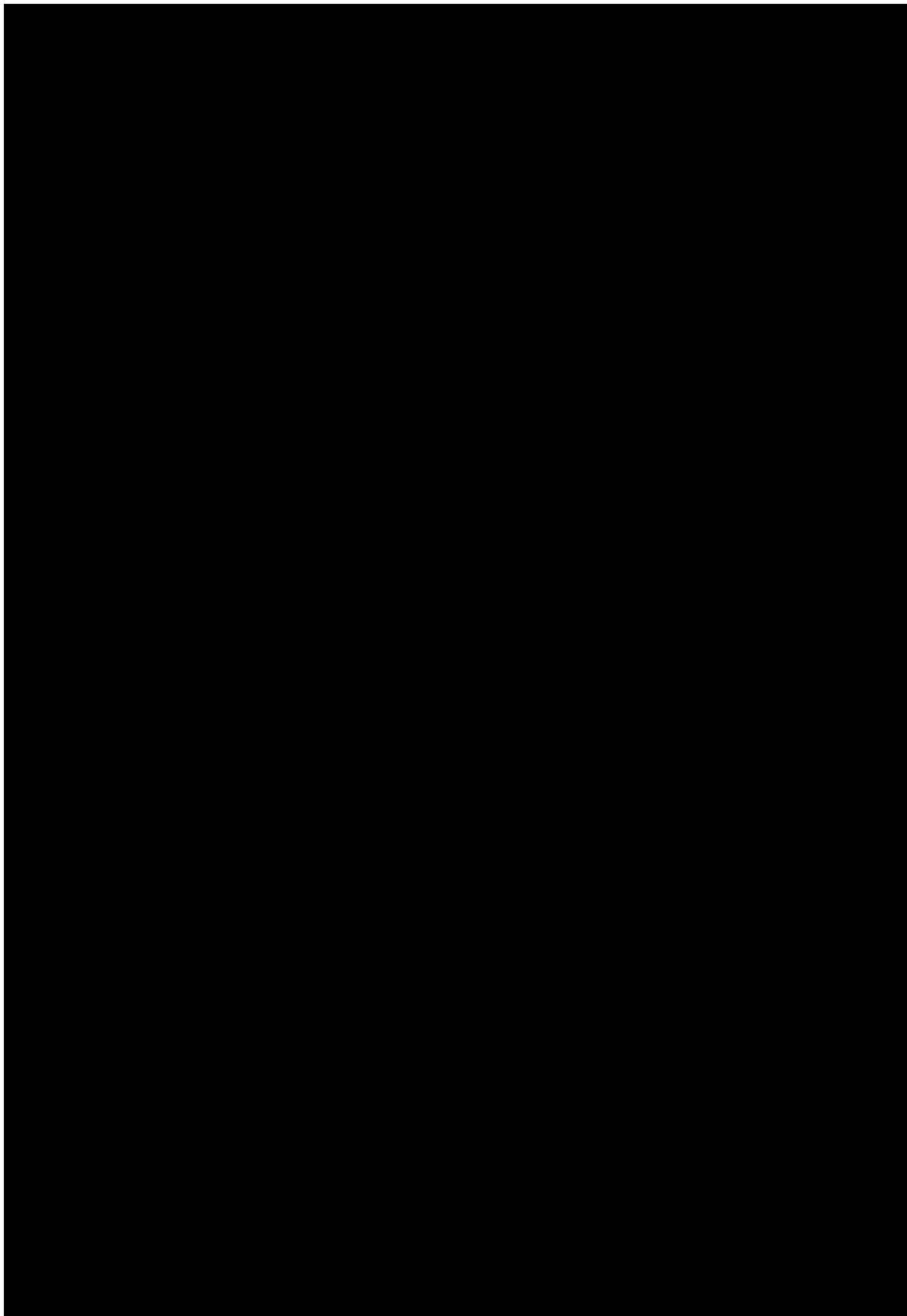
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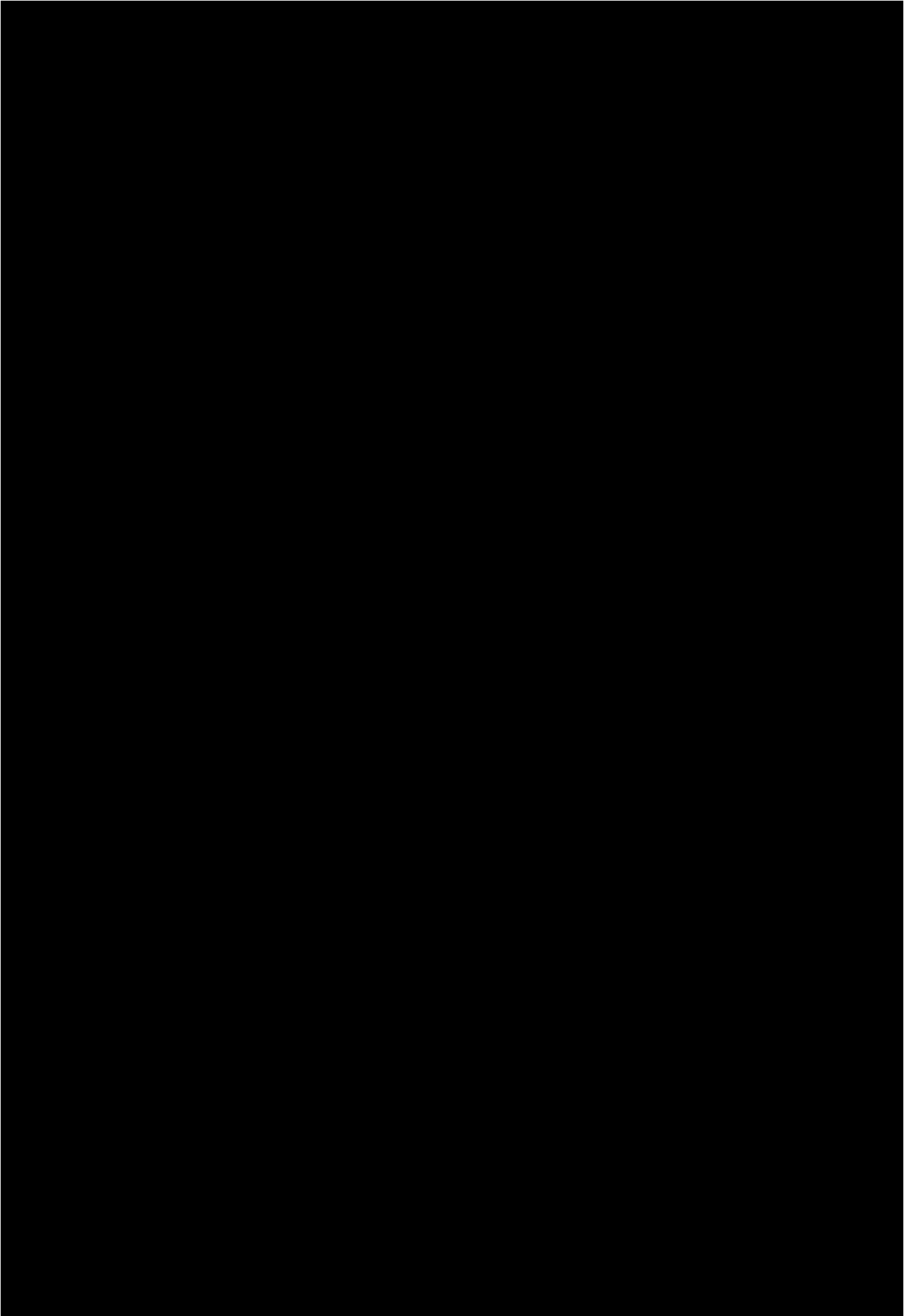
2.4	Describe your approach to securing the Social Value outcomes described in Section 3.2 of the Service Specification. You may want to specifically reference: <ul style="list-style-type: none">- How you will support the local supply chain- Provision of employment, training or volunteering opportunities, particularly for those people who would most benefit from access to these- Helping people to maintain warm and energy efficient homes- Support for and work with the local voluntary and social enterprise sector to complement outcomes (Maximum 1,250 words)	10% / 100 marks
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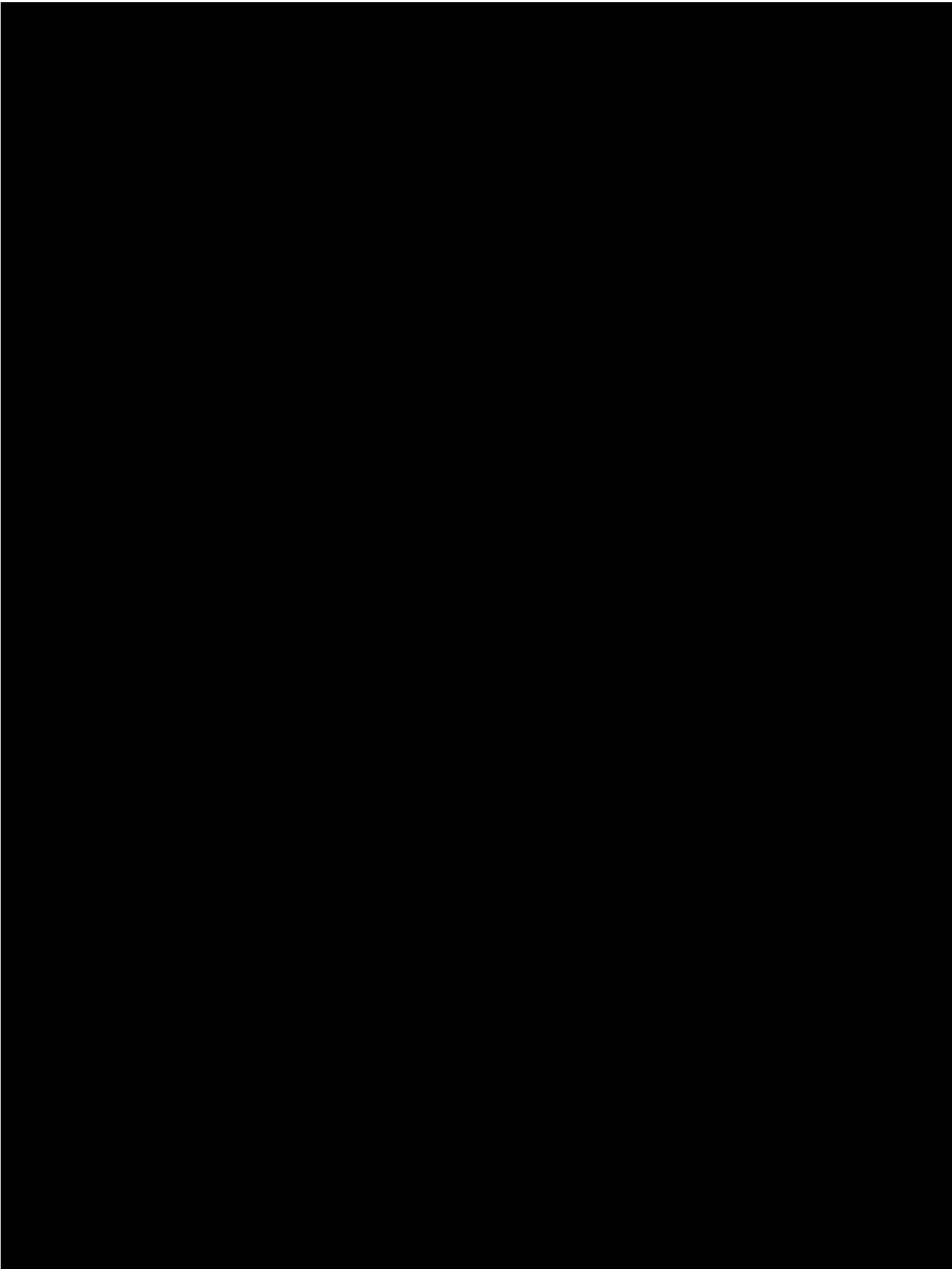
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2.5	This contract will require a rapid handover and transition to new payment structures. Please describe your approach to this and set out a timetable for implementation which may include pre- and post-contract work	5% / 50 marks
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(Maximum 750 words)

[Redacted text block]

- [Redacted list item]
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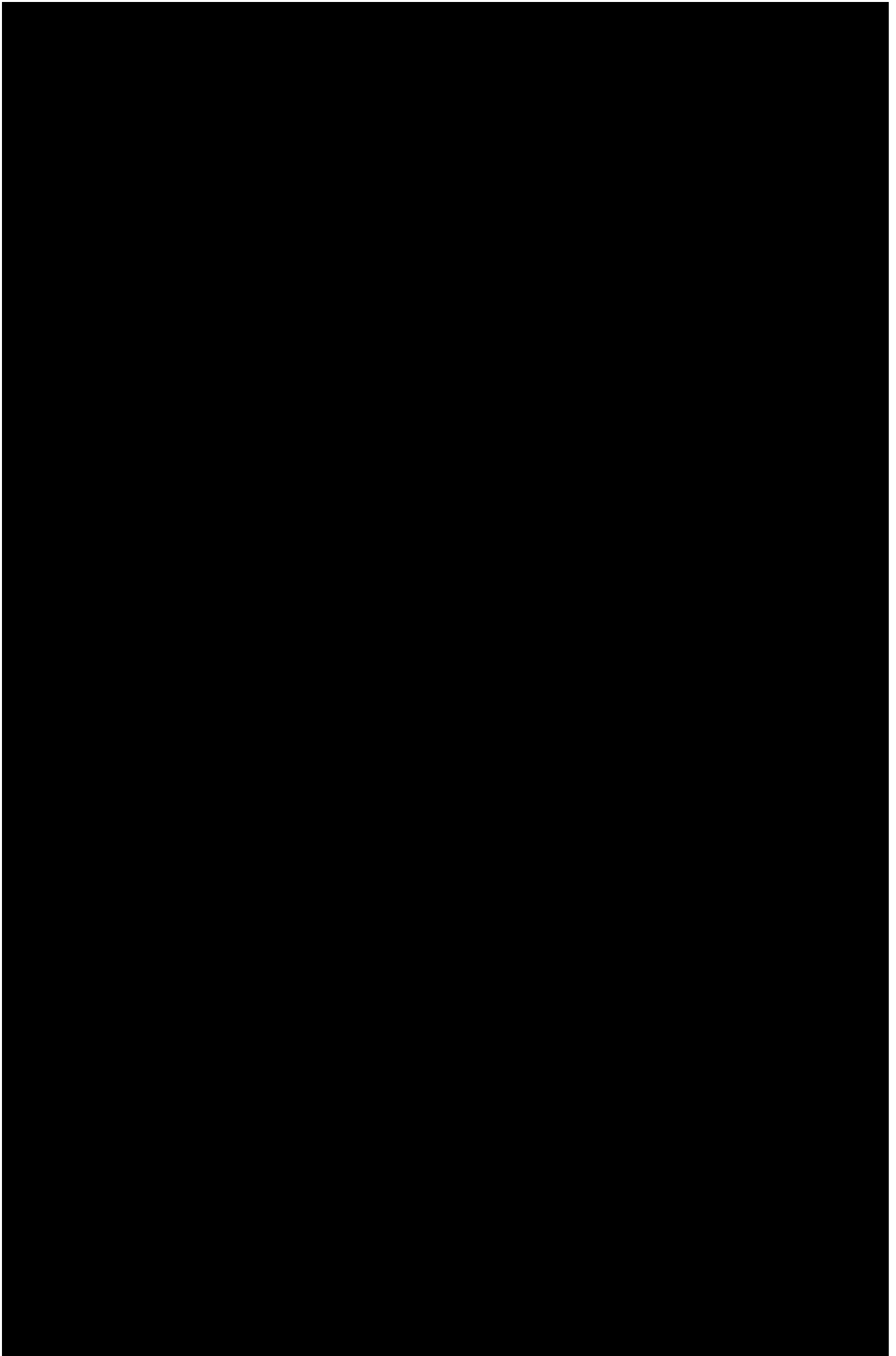
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personal & commercial info

Mears Home Improvement Limited
Business Development
26-28 Hyde Way
Welwyn Garden City
Hertfordshire
AL7 3UQ
FAO [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 9th August 2016

Emailed to: bid.admin@mearsgroup.co.uk

Dear Ginny

AMCV 105 – INTEGRATED HOME IMPROVEMENT AGENCY ADAPTATIONS AND HANDYPERSON SERVICE FOR SHROPSHIRE

SUBJECT TO CONTRACT

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

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

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

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

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

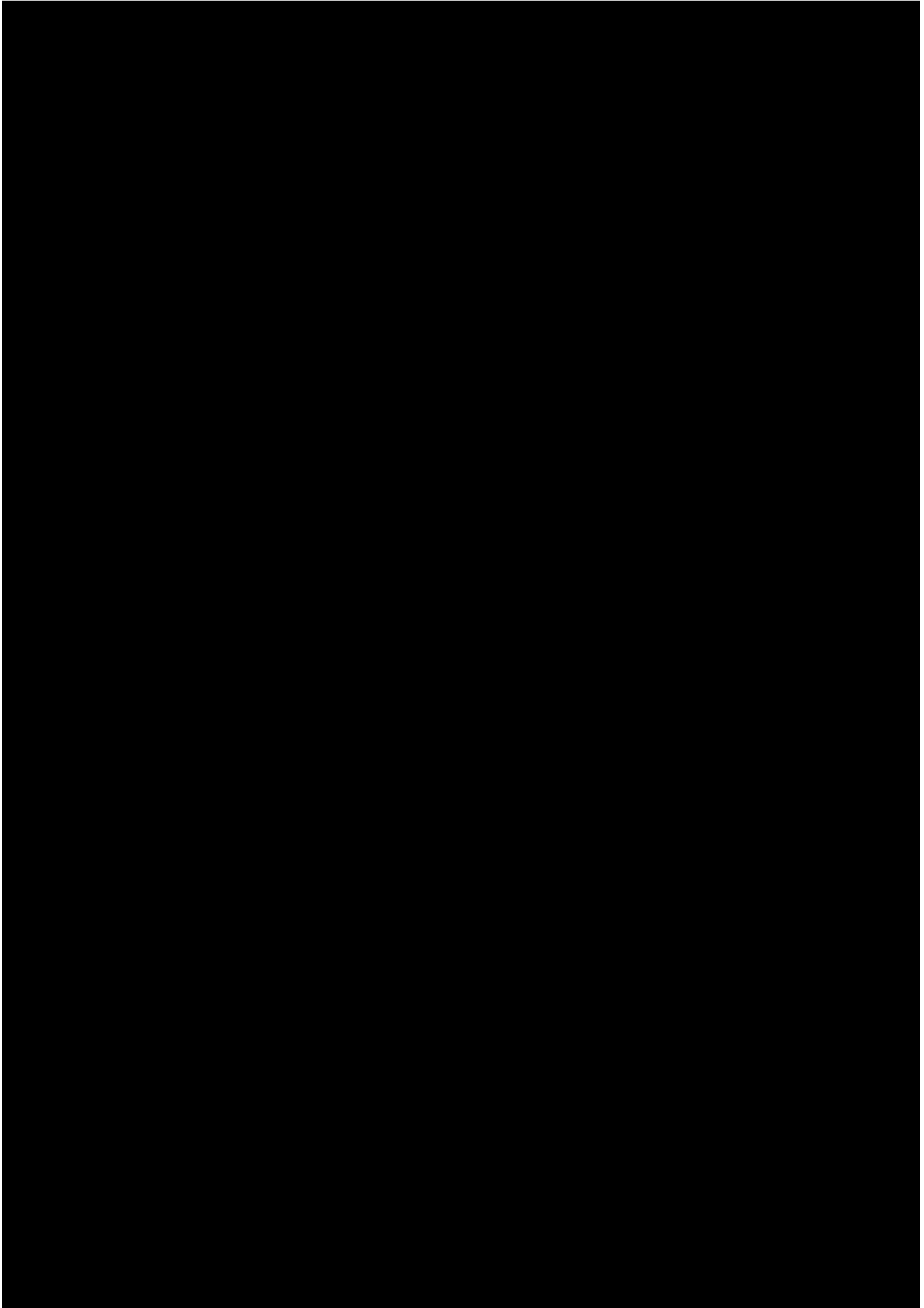
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 3 tenders received)
Price (out of 320 marks)	[REDACTED]	[REDACTED]
Price (out of 80 marks)	[REDACTED]	[REDACTED]
Quality (out of 600 marks)	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]

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



commercial info



personal info

Please provide copies of your current insurance certificates as follows and confirm that there are no endorsements to any of these policies:

- Public Liability £5m
- Employer's Liability £5m
- Professional Indemnity Insurance £2m

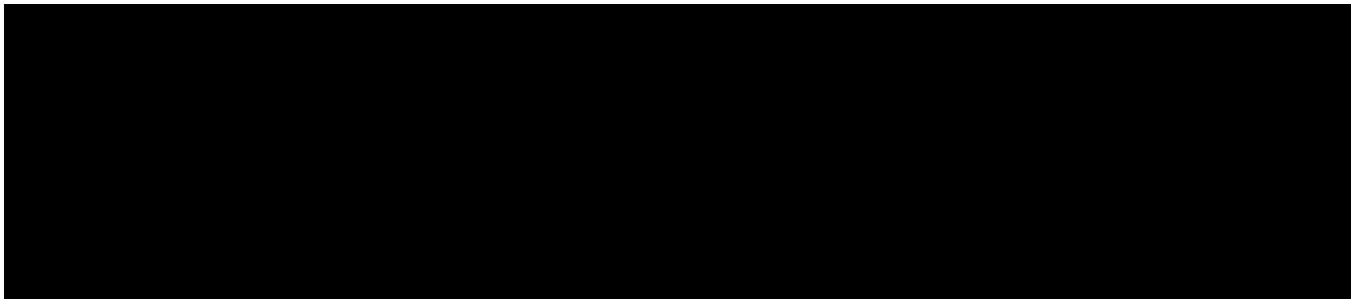
Please note our comments regarding your response to Question 2.3. Whilst the strategic partnership proposal is interesting and requires further discussion, you should note that acceptance of your offer does not automatically commit us to developing this idea solely with Mears and, if this is taken forward, may require a further procurement exercise.

The draft contract for the service is attached. Please review the contract document and notify us of any changes or queries you may have identified before 22nd August as we plan to issue the final contract document on or around that date.

As you have identified in your tender we will need to review all current cases in progress with you in order to allocate funding under the old and new contracts. Could you please suggest some dates for us to meet so that we can make agreement?

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

Yours faithfully



Commissioning Development Manager

Director of Adult Services