

UK-Shrewsbury: Daycare services.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Daycare-services./Q57SM2S33T>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/Q57SM2S33T> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/Q57SM2S33T>

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: Provision of day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch

Reference Number: AMCV 203

II.1.2) Main CPV Code:

85312100 - Daycare services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is seeking a service provider to manage Maesbury Metals and Corner Patch. Both contracts, which the Council wishes to award to one provider, will be for an initial 5 years commencing on 1st September 2017 with an option to extend for a further 5 years .

II.1.5) Estimated total value:

Value excluding VAT: 900,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a service provider to manage Maesbury Metals and Corner Patch. Both services, which the Council wishes to award to one provider, will be under one contract to be for an initial 5 years with an option to extend for a further 5 years and with the aim to commence on 1st September 2017.

Maesbury Metals

Maesbury Metals moved to Maes-y-Clawydd Industrial Estate in 1993, previously being a woodwork workshop at The Victoria Centre in Oswestry. Maesbury Metals initially started making gates and railings from metal however over the years the service has developed and at present is making high quality, bespoke items such as candelabras and unique ornamental garden items. They have also recently developed their woodwork department with up to date machinery after attracting some local grant funding.

14 people use the service at present between Monday and Friday, some for 5 days, equating to 59 day places. Most of the men have a moderate learning disability and are in their forties and fifties and live at home with parents or carers, however Maesbury Metals have also attracted a younger and more varied service user client group, including young people excluded or having difficulties in school. This has been of benefit to the less able and older users.

The service has recently developed new marketing materials and has been raising its profile in the local area.

People travel to the service by Shropshire Council fleet transport, taxis or make their own way to the service.

Corner Patch

Corner Patch, previously known as Patchworks started out in a small workshop at the old train station in Gobowen in 1993/94, later moving to a unit on Maesbury Industrial Estate in 1998. They specialised in making patchwork quilts, cushions and bags. It was always the vision of the service users to have a shop in the centre of Oswestry where they could make and sell items and be more a part of the local community. They moved to their current premises on The Bailey Head in the centre of Oswestry, known as Corner Patch in 2010. The shop is currently open 3 days a week.

At present they still make some patchwork items, but have diversified into making items that fit with current trends and colour schemes, items such as aprons, cushions, bunting, baby bedding, jewellery, pictures and bespoke made to measure items.

The service have recently updated the shop floor to coincide with the launch of new marketing materials.

The service user group at Patchworks are a group of 10 ladies with a learning disability who attend between Monday and Friday for 2 or 3 days, equating to 22 day places.

Corner Patch has three members of staff offering a diverse but complimentary range of skills.

People travel to the service by Shropshire Council fleet transport, Taxi or make their own way to the service.

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article 74 being Public Health Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way. The council will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

The service is staffed by staff employed by Shropshire Council and applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.

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: 900,000

Currency: GBP

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

Start: 01/09/2017 / End: 31/08/2022

This contract is subject to renewal: Yes

Description of renewals: 5 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation.

III.2.2) Contract performance conditions

See tender documentation.

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

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

Section IV: Procedure

IV.1) Description OPEN

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: 28/02/2017 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: 28/02/2017

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: No

Estimated timing for further notices to be published: Not provided

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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

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

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Daycare-services./Q57SM2S33T>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/Q57SM2S33T>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

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

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 19/01/2017

personal info

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

19th January 2017

Email: procurement@shropshire.gov.uk

Dear Bidder

AMCV 203 - PROVISION OF DAY TIME ACTIVITIES AND EMPLOYMENT BASED DAY TIME OPPORTUNITIES FOR ADULTS WITH LEARNING DISABILITIES AT MAESBURY METALS AND CORNER PATCH

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 (for completion and return)
2. Tender Response Document (for completion and return)
3. Financial Model spreadsheet (for completion and return)
4. TUPE Confidentiality Undertaking (for completion and return as soon as possible to obtain relevant information)
5. Form of Contract and specifications
6. HR Policies
7. Property Plans for Maesbury Metals
8. Heads of Terms for Lease
9. Inventory List: Maesbury Metals
10. Inventory List: Corner Patch
11. Pen pictures: Maesbury Metals
12. Pen pictures: Corner Patch
13. Cornerpatch Stock 2016 – 2017
14. Maesbury Metals Stock 2016
15. Current costs

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 28 February 2017**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

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

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 19th January 2017 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

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

personal info

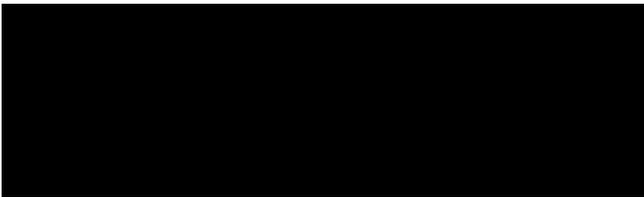
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

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

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

Yours faithfully



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

AMCV 203 - Provision of day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch

Shropshire Council Instructions for tendering

Shropshire Council is seeking a service provider to manage Maesbury Metals and Corner Patch. Both services, which the Council wishes to award to one provider, will be under one contract to be for an initial 5 years with an option to extend for a further 5 years and with the aim to commence on 1st September 2017.

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The service has recently developed new marketing materials and has been raising its profile in the local area.

People travel to the service by Shropshire Council fleet transport, taxis or make their own way to the service.

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The shop is currently open 3 days a week.

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Corner Patch has three members of staff offering a diverse but complimentary range of skills.

People travel to the service by Shropshire Council fleet transport, Taxi or make their own way to the service.

Existing sales stock and Equipment

Sales stock which is within the service at the date of transfer will be transferred to the successful provider at no cost to the provider.

Equipment transferred with the Service will need to be maintained and repaired by the provider and returned to the Council at the end of the contract.

Transport

As stated transport into and from the services is arranged as part of the individual service package and whilst some people make their own way to the services many use fleet minibuses or taxis arranged by Shropshire Council passenger transport. This element of the service does not form part of the tender.

Cornerpatch do not require regular use of a vehicle during the day however Maesbury Metals currently use a 16 seater minibus first registered in 2005. This vehicle may be purchased by the provider at a cost of £4.5k plus VAT or alternatively the new provider will need to provide a suitable vehicle which meets the needs of the service.

Levels of Service

In the event that that the day places at either day centre are significantly reduced then the Council and the provider will review the service and the potential outcomes for the service users.

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

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

TUPE

The service is staffed by staff employed by Shropshire Council and applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations' 2006 ('TUPE') will apply to this contract. Also compliance with the provisions The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.

Pension Information

Compliance with the provisions The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Please note new legislation is currently under consultation, which is expected to replace the Pension Direction order and ensure transferring staff are offered continued LGPS membership only. Any changes in legislation prior to the award of a contract will be passed on to interested parties.

Pensions Schedule.

In accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007 the successful Tenderer must comply in relation to pension benefits. All employees transferred under TUPE who are members of the Local Government Pension Scheme (LGPS), under the Shropshire County Pension Fund administered by Shropshire Council, or who are entitled to be members of the LGPS, must (as a minimum) be offered in respect of future service either;

- the opportunity to join or remain in the LGPS by means of the Tenderer seeking to become an admission body within the LGPS; or
- Membership of an occupational pension scheme sponsored by the Tenderer which is actuarially certified as providing pension benefits that are at least broadly comparable to those benefits provided by the LGPS. The certification should be by reference to the criteria for 'broad comparability' set out by the Government Actuary's Department (GAD).

Of the Transferring Employees who may transfer from Shropshire Council under TUPE, please refer to the TUPE information for current members of the Local Government Pension Scheme (LGPS) operated by the Shropshire County Pension Fund and those that have chosen to opt out at the present time. Please note however that all eligible staff would need to be entered into the LGPS on transfer.

Tenderers should indicate in their tender whether they intend to:

- Ø apply for admission to the LGPS, and if so whether this will be on the basis of an open or closed scheme; or
- Ø Offer a broadly comparable pension scheme.

Broadly Comparable Scheme Requirements

Tenderers offering membership of a broadly comparable occupational pension scheme to Transferring Employees are required to provide a copy of the actuarial certificate of broad comparability with their tender. The costs of doing so must be met by Tenderer.

The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS by Shropshire.

Pension protection for an employee of the authority in respect of a subsequent contract for the provision of services

In the event that the Transferring Employees are compulsorily transferred to another employer because of the termination and re-let of the contract, or because of sub-contracting, the contract must provide secure pension protection for any transferring original employees, as above, and the protection provided must be enforceable by the employee.

The Local Government Pension Scheme

Where Tenderers wish to apply for admission to the LGPS an application must be made to the Shropshire County Pension Fund in respect of Transferring Employees transferring from Shropshire Council.

Further information about the LGPS is available via their website – www.shropshirecountypensionfund.co.uk.

If a Tenderer makes a successful application to join the LGPS as an admitted body it must:

- Enter into an admission agreement with Shropshire Pension Fund. Sample Agreement attached.

- Provide a bond, to protect the Fund from funding risks if the Tenderer is unable to meet its pension commitments, if required by Shropshire Council following an assessment, cost to be met by the Tenderer, which takes into account actuarial advice.
- The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS and by Shropshire Council.
- Shropshire Council shall require a right to set off against any payments due to the Tenderer an amount equal to any overdue employer and/or employee contributions and other payments (and interest payable under the LGPS) due from them under the relevant admission agreements.

Pensions Assumptions

For the purposes of pricing their tender, Tenderers, who are to be requesting admitted body status to the Shropshire County Pension Fund, are requested to assume the following in respect of the Transferring Employees:

- Any surpluses or deficiencies accrued in respect of the Transferring Employees' benefits in the Shropshire County Pension Fund prior to commencement of the relevant admission agreement will not be charged to the Tenderer. The Tenderer should therefore assume that the Shropshire County Pension Fund is notionally fully funded to a level of 100% in respect of the Transferring Employees at the date of transfer. Future changes in funding level on future and past service are at the risk of the Tenderer.
- An employer contribution rate of 19.9%**.
- The initial level of the bond/indemnity** required for the purposes of the relevant admission agreements will be advised once the risk assessment has been carried out by the Fund Actuary, in accordance with the LGPS Regulations, cost to be met by the successful Tenderer. The risk of any change in the level of the bond/indemnity required after financial close will remain with the Tenderer;
- The costs (including any associated independent actuary fee) incurred by the Tenderer in becoming an admission body or obtaining a certificate of broad comparability in relation to any broadly comparable pension scheme shall be borne by the Tenderer;

**In the event that the actuarial assessment amends the figures used for assumptions set out above, Shropshire Council confirms that the Tenderer will be allowed to revisit its pricing in respect of these elements only of their pension's costs prior to financial close

The ongoing financial responsibility of becoming a New Admission Body (the Contractor) in the Shropshire Local Government Pension Scheme.

Staff that will transfer with the contract have the right to pension membership protection. This can be by the contractor becoming a New Admission Body in the Shropshire Local Government Pension Scheme. The contractor will usually start with a funding level of 100% i.e. assets will be equivalent to the liabilities notionally transferred to them from the Transferor Scheme Employer (the Council) in respect of the eligible employees transferring to their employment. The initial employer contribution rate, set as a percentage of pensionable payroll, will be determined by reference to the pension benefits that will be built up during the contract period. This will be kept under review as part of the 3-yearly actuarial valuation process or such shorter period as may be required. Ultimately, any surplus or deficit arising will be spread over a period agreed by the administering authority and any outstanding deficit, at the date of a contract ceasing, would be payable by the contractor to the pension fund.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch as detailed in the Tender Response Document. The contract will be for an initial period of **5 years** commencing on the **1st September 2017** with the option to extend for a further period of up to 5 years.
- 1.2 Tenders are to be submitted in accordance with the Terms and Conditions provided 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 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 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.
- 2.0 Terms and Conditions**
- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions provided as part of this Invitation to tender and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.
- 3.0 Preparation of Tenders**

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 28th February 2017**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable

of acceptance for a period of at least 90 days.

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

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

5.0 Variant Bids

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

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

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

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

6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or

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

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

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **21st February 2017**.
- 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 and tender documents 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 any Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

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

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

12.1.4 The Tenderer :

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

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

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

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

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

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

16.1

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

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

16.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1st September 2017.

17.0 **Payment Terms**

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

18.0 **Liability of Council**

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

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

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

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

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 **Attendance at Committee**

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

Dated.....

BETWEEN

SHROPSHIRE COUNCIL

and

XXXXXXXXXX

FOR

THE DELIVERY OF DAY OPPORTUNITIES SERVICES IN OSWESTRY
AT CORNERPATCH AND MAESBURY METALS

AMCV 203

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Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
Day Place	Approximately 6 hours of support for a Service User at the Centre within the opening hours in one day
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.

Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	To be confirmed and will be 5 years from the Commencement Date
Financial Year	the period of 12 months from and including 1 st April in one year to the 31 st March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
The Legislation	The Care Act 2014
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review	The review of Payment as detailed in Clause 5

Parties	the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence;</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Public body	as defined in the FOIA 2000
Receiving Party	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Registration Body	means any body to whom the Service Provider is required to be registered with to provide the Service during the term of the Contract
Regulatory Bodies	those government departments and regulatory, statutory and

	other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Relevant Transfer	means a relevant transfer for the purposes of TUPE
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Support Plan	the assessment of the Service User's needs relating to the Service

Term	means the period commencing on the Commencement Date and expiring on the Expiry Date
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

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

- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS:

- (A) The Council wishes to receive Day Opportunities Services in Oswestry, Shropshire
- (B) The Service Provider has the skills, background and experience in providing the Services required by the Council
- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract

1 CONTRACT AND TERM

- 1(a) In consideration of the Payment the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract.
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clause 10 and 16 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) In each Financial Year of the Term a maximum of £X (X pounds) per annum shall be payable by the Council to the Service Provider for the Service.**
- 2(b) The Payment as detailed in 2(a) above is for 24 Day Places at Cornerpatch and 75 Day Places at Maesbury Metals and will be set for the period up to XX (XX being 3 years after the Commencement Date).**
- 2(c) The Council will pay the Service Provider £X per week for each individual Day Place agreed above 45 Day Places per week at Cornerpatch and £X per week for each individual Day Place agreed above 75 Day Places at Maesbury Metals.**

(The above paragraphs in bold will be finalised following agreement with the successful provider)

- 2(d) In the event that the Day Places at either Day Centre are significantly reduced then the Council and the Service Provider will review the Service and the potential outcomes for the Service Users.
- 2(e) Payment will be made by the Council within 30 days of receipt of an invoice for those charges properly incurred in accordance with the delivery of the Service and invoices are to be submitted to the Council monthly in arrears.
- 2(f) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(g) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(h) If the Council fails to make any payment due to the Service Provider under this Contract by the due date for payment of an undisputed amount then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:
 - 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
 - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service

- 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
- 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 Equalities
- 3(b)(vi) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
- 3(b)(vii) the Data Protection Act 1998
- 3(b)(viii) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
- 3(b)(ix) the principles of Best Value
- 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
- 3(b)(xi) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
- 3(b)(xii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
- 3(b)(xiii) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 3(b)(xiv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xv) Before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 3(b)(xvi) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xvii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 hereof
- 3(b)(xviii) The Service Provider agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of

- the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council
- 3(b)(xix) To support the national agenda of Public Health England the Service Provider will engage with future public health initiatives on the promotion of physical activity for adults and older adults.
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
- 3(d) The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council.
- 3(f) The Review meeting shall record in writing any amendments to the Outcomes/Performance Indicator agreed between the Council and the Service Provider.
- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice (“Notice”) within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to

be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 herein

- 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(i) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 16 (Extension and Termination).
- 3(l) The Service Provider warrants that the signing [execution] of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 3(m) The Service Provider warrants that:
 - 3(m)(i) it has full capacity and authority to enter into this Contract
 - 3(m)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 3(m)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 3(m)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(n) The Service Provider acknowledges and confirms that:
 - 3(n)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(n)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(n)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);
 - 3(n)(iv) it has raised all relevant due diligence questions with the Council before the

Commencement Date; and

- 3(n)(v) it has entered into this Contract in reliance on its own diligence
- 3(n)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 3(n)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW

- 5(a) The Service Provider may request that the Council reviews the Payment under this Contract on the 1st of April following the first full year of operation of the Service and once in each subsequent year of the Contract provided that such request is submitted to the Council by 1st of March in the previous Financial Year to which the increase will apply.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider which shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing.

- 5(c) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(d) An agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(e) The Council's decision after the completion of the payment review shall be final.
- 5(f) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 5(g) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Contract
- 5(h) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

6 VAT

The Payment does not include VAT and if VAT is payable then the Council will pay this in addition to the Payment provided that the Service Provider supplies the Council with an appropriate VAT notice.

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council.
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.

- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.
- 8(g) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Council

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
- 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **[Job Title]**.
- 9(d) The Council’s address for the purpose of delivery of a Notice is Head of Service Improvement and Efficiency Adult Care and a separate copy must also be sent to the Council’s Contracts Manager both of Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.

- 10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:
- 10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)
 - 10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - 10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - 10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

- 11(a) The Service Provider:
- 11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
 - 11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.
- 11(b) The Service Provider shall:
- 11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - 11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.

- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
- 11(e)(i) with the authority; or,
 - 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
 - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;
 - 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:
- 11(g)(i) the interpretation of clause 11; or
 - 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this 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).
- 12(b) If appropriate and requested in Writing, the Service Provider may also be required to

provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

- 12(c) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.
- 12(d) The Service Provider shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(e) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.
- 12(f) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(f)(i) 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 Service Provider shall immediately submit to the Council:
 - a) details of the policy concerned; and
 - b) its proposed solution for maintaining the minimum limit of indemnity specified; and
 - 12(f)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
 - a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

13 INDEMNITY

- 13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit,

loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Staff
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider's Staff; and
- (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff

13(b) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract.

13(c) Nothing in this Contract shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE [NOT USED]

15 INTELLECTUAL PROPERTY

15(a) In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:

15(a)(i) in the course of performing the Services; or

15(a)(ii) exclusively for the purpose of performing the Services, shall vest in the Council on creation.

15(b) Unless stated expressly in writing in this Contract, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Contract

15(c) The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged

infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

15(d) This provision shall survive the expiration or termination of the Contract

16 EXTENSION AND TERMINATION

16(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force during the Term. The Council may in its absolute discretion extend the duration of this Contract by a further period of up to 5 years and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of this Clause 16. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract shall be extended is two years from the Expiry Date.

16(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-

16(b)(i) by either the Council or the Service Provider by giving 6 months' Notice in Writing to the other party

16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties

16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.

16(b)(iv) by either Party if the other Party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract.

16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

16(b)(vi) by either Party where the other Party commits a material breach of this Contract

which cannot be remedied under any circumstances;

- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business
- 16(c) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:
 - 16(d)(i) Fraud or theft from Service Users
 - 16(d)(ii) Neglect of Service Users
 - 16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 16(d)(iv) Financial malpractice
 - 16(d)(v) Sexual relationships between Staff and Service Users
 - 16(d)(vi) Racial harassment
 - 16(d)(vii) Loss of registration with Registration Body
 - 16(d)(viii) Under investigation by the Council.
- 16(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Extension and Termination) above the Council shall:
 - 16(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
 - 16(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services
 - 16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the

Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

- 16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.
- 16(g) Where notice to terminate is given pursuant to this clause 16, this Contract shall terminate with effect on the date specified in the notice.

17 CONSEQUENCES OF TERMINATION

- 17(a) Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination
- 17(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect
- 17(c) Termination of this Contract, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 17(e) Upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

18 DISPUTES

- 18(a) If any dispute or difference shall arise between the Parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-
- 18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

18(a)(ii) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Service Provider's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,
- (a)(i) assign any of its rights under this Contract; or
 - (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 20(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 20(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.
- 20(c) For the avoidance of doubt “force majeure” shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider’s Subcontractors.

21 WAIVER

Failure at any time by either party to enforce any of the provisions hereof shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or the right of the Council to enforce any provision of this Contract in accordance with its terms.

22 SEVERANCE

If any of the provisions of this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

23 LAW

This Contract shall be governed and construed in accordance with the laws of England and the Parties agree to submit to the jurisdiction of the English Courts.

24 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Contract under the Contracts (Rights of Third Parties) Act 1999.

25 REMEDIES CUMULATIVE

Any remedy or right which the Council may exercise in relation to a breach committed by the Service Provider shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available to the Council.

26 CONCLUSION OF CONTRACT

26(a) Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract.

26(b) Clause 26(a) is subject to the provisions of Paragraph 3 of Schedule 2.

27 SUSTAINABILITY

The Service Provider will at all times use its best endeavours to source all materials used to provide the Service from sustainable and renewable sources.

28 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

28(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

28(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

28(c) The Service Provider shall:

28(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

28(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response

to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.

- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:
- 28(f)(i) in certain circumstances without consulting the Service Provider; or
- 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 28(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

29 TUPE

- 29(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non-compliance by the Service Provider with this Clause 29(a) then:
- 29(a)(i) the Parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and

- 29(a)(ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council officer time.
- 29(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 Breach or 16 Extension & Termination of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-
- 29(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Sub-Contractor employed in the Service
- 29(b)(ii) the terms and conditions of employment of those Staff and
- 29(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause.
- 29(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.
- 29(d) Throughout the period specified in Clause 29(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.
- 29(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Sub-Contractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Contractors.
- 29(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Sub-Contractors and agents in the orderly transfer of any relevant Staff.
- 29(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or

former employee of the Service Provider or its Sub-Contractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.

- 29(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Sub-Contractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.
- 29(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE
- 29(j) Throughout the period specified in Clause 29 (b) the Service Provider undertakes:
 - 29(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract
 - 29(j)(ii) to consult with Staff and trade unions during the whole process of TUPE.
- 29(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

30 EQUALITIES

- 30(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.
- 30(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 30(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 30(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

- 30(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 30(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 31(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 31(d)(i) treat the other Party's Confidential Information as confidential; and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:
 - 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
 - 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract

- 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 3.4 and 3.5 of Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause shall survive the expiration or termination of this Contract

32 COUNCIL DATA

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

Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:

32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and

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

33 DATA PROTECTION

33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.

33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;

33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and

33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.

33(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

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

34 PROTECTION OF PERSONAL DATA

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

- 34(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 34(b)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 34(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 34(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 34(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 34(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council

34(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

34(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

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

35(a)(i) to review the integrity, confidentiality and security of the Council Data

35(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services

35(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

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

35(c)(i) all information requested by the Council within the permitted scope of the audit

35(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services

35(c)(iii) access to Service Provider's Staff

35(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.

35(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.

35(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

35(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

36 (a) Further to the Local Government Transparency Code 2014 the Council is obliged to

publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

- 36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

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

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
 - 38(a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.

- 38(c) Whichever complaint system is used the Service Provider shall ensure that:
- 38(c)(i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
 - 38(c)(ii) the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
 - 38(c)(iii) the Service Provider will ensure that it responds to the complainant within a maximum of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

39 NOTIFICATION

- 39(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:
- 39(a)(i) hospital admission of a Service User
 - 39(a)(ii) the death of a Service User receiving the Service
 - 39(a)(iii) a formal written complaint received from the Service User
 - 39(a)(iv) allegation of or actual abuse to a Service User
 - 39(a)(v) disappearance of a Service User
 - 39(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 39(a)(vii) significant change to the physical or mental condition of the Service User
 - 39(a)(viii) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
 - 39(a)(ix) allegation of or actual racial harassment or discrimination

- 39(a)(x) any other serious issues causing concern about the well being of a Service User.
- 39(b) The Service Provider will notify the Council's Contracts Manager by email of inspection reports carried out by the Registration Body within 3 weeks of the final report being received by the Service Provider.

40 SAFEGUARDING

- 40(a) The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The Service Provider shall:
- 40(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider's Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 40 (c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.
- 40 (d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 40 (e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 40 (f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to

be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

41 COUNTERPARTS

41(a) This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

41(b) Transmission of the executed signature page of a counterpart of this Contract (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

42 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it together with any Individual Care Agreement as appropriate issued in connection with this Contract contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

43 CONFLICT OF TERMS

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

44 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise for example pandemic influenza, power cuts etc.

IN THE WITNESS of which the Parties hereto have executed this document on the above date by their duly authorised officers

SCHEDULE 1 SERVICE SPECIFICATION AND STANDARDS CORNERPATCH

1 INTRODUCTION

The Council aims to provide good quality day services which enhance the quality of life of Service Users with a learning disability or a physical disability and maximise their ability to participate and access community services and activities, promote independence building, provide access

to employment and skills training and be an active citizen in their local community whilst also offering relief to carers.

2 GUIDING PRINCIPLES

- 2.1 The Council requires the Service to be provided by the Service Provider in a manner that accords with the statement of principles set out below. These principles should be applied to the operation of the Service Provider's organisation, the working practices and the personnel procedures.
- 2.2 The provision of high quality day services which respects each Service User as an individual and gives recognition to their particular physical, psychological and emotional needs.
- 2.3 The provision of a Service which promotes the independence and personal fulfilment of Service Users and their ability to exercise choice, while acknowledging their right to incur an acceptable degree of calculated risk.
- 2.4 The provision of services in a manner which offers confidentiality, respect, dignity and privacy to the individual and which seeks to maximise Service Users' abilities.
- 2.5 Service Users and their carers should be fully consulted in the planning and delivery of the Service they receive and their views should be fully taken into account.
- 2.6 The provision of a Service which is anti-discriminatory and culturally sensitive responding to individual need, with regard to race, religion, culture, language, gender, sexual orientation and disability.
- 2.7 The Service User's right to make his/her own decisions and choices to be respected and supported.
- 2.8 Service Users should be assisted if they wish to put forward their views and wishes.
- 2.9 Service Users, their family or carers should have access to a formal complaints procedure.
- 2.10 Full information on the Service provided should be made available in a form that is accessible for Service Users attending the Centre.

3 OBJECTIVES OF THE SERVICE

- 3.1 The purpose of day time activities is to provide support and assistance for adults with a learning disability and/or a physical disability in order to:
 - do things that have a purpose and are meaningful for them
 - do things in ordinary places, that most members of the community would be doing
 - meet local people, developing friendships and connections and building a sense of belonging
- 3.2 Maximise the employment skills and independence of Service Users and to provide training and accreditation for employment skills

- 3.3 Provide respite for carers
- 3.4 Alleviate loneliness and isolation
- 3.5 Provide opportunities to enable Service Users to exercise choice
- 3.6 Enhance the Service User's quality of life and wellbeing
- 3.7 Promote independence and active citizenship
- 3.8 Enable Service Users to continue to live in their own homes wherever possible
- 3.9 To support the potential development of Cornerpatch, for example into a social enterprise

4 COMPONENTS OF THE SERVICE

The Provider will ensure that the Service includes the following components:-

- 4.1 Support to enable Service Users to increase independence focusing on steps to and support with employment and travel training. Opportunities should be interesting and stimulating and assist in maintaining or improving social, psychological or physical functions including co-ordination, mobility and exercise. Accreditation for skills gained wherever possible.
- 4.2 Assistance with personal care, provided in a dignified manner to ensure self-respect is maintained.
- 4.3 Information and practical support relevant to the needs of Service Users and their carers in liaison with other agencies where necessary.
- 4.4 The Service may include transport for sales events and other related activities when planned as a day service activity; for avoidance of doubt the Service excludes the transport to and from the Centre at the start and end of the day.
- 4.5 The Service will operate as a high street retailer and workshop initially continuing to sell items produced by the Service Users. This may develop with the agreement of the Service Users to produce and/or sell other items and the Service Provider will inform the Council of these changes.
- 4.6 The Service will develop customer service and retail skills and introduce appropriate qualifications to evidence the progress of Service Users.
- 4.7 It is envisaged that the Service will work jointly with staff at Cornepatch and other services run by the Service Provider to produce and sell high quality complimentary products and develop links with other local businesses and trading organisations including but not exclusively other council or previous Council operated day services.
- 4.8 The Service will explore opportunities to develop contracts for work with partner organisations.

5 RIGHTS OF SERVICE USERS

The Service Provider will ensure that Service Users have the right to:-

- 5.1 Maintain their chosen lifestyle.

- 5.2 Be treated as an individual with unique needs.
- 5.3 Be encouraged to have personal independence and choice.
- 5.4 Have their personal dignity respected.
- 5.5 Have their cultural, social, religious and emotional needs respected.
- 5.6 Have access to all personal information on them held by the Service Provider.
- 5.7 Participate in formulating their own care plan and in deciding how their needs will be met.
- 5.8 Participate in any reviews or re-assessment of their needs.
- 5.9 Receive a non-discriminatory Service.
- 5.10 Receive a confidential Service.
- 5.11 Receive assistance to maintain personal skills.
- 5.12 Have access to representation or advocacy as appropriate.
- 5.13 Have access to a formal complaints procedure.
- 5.14 Have the opportunity to develop their skills and interests.
- 5.15 Have the opportunity to gain accredited qualifications and have access to work opportunities, supported employment and volunteering opportunities.

6 ADMISSIONS TO THE SERVICE

- 6.1 The Service Provider will ensure that systems exist to welcome and introduce new Service Users and include:
 - 6.1.1 the opportunity for Service Users, their family or carers to visit the Centre before starting during hours which the Service is open.
 - 6.1.2 decisions about admission or rejection for a place based on stated policies and criteria. Reasons for exclusion or rejection (or information about waiting lists) given honestly and sensitively and recorded in agreement with the Council.
 - 6.1.3 a trial visit and taster sessions
 - 6.1.4 agreed procedures to follow in the event of withdrawal or cancellation of Service at short notice in the event of any emergency.
 - 6.1.5 liaison with care managers, family, carer or advocate to ensure that the Service User's requirements identified in the Assessment of Needs are met.
- 6.2 The Service Provider is encouraged to extend access to the by other groups including NEETS (Not in Employment Education or Training), younger people, carers and people with mental health needs

7 INFORMATION SHARING

The Service Provider must ensure that:

- 7.1 Written information is available, in an accessible format where applicable, to Service Users which details the aims of the Service, the activities available, any charges made, the complaints procedure and equal opportunities policy.
- 7.2 Staff develop a professional relationship with the family or carers of Service Users. It is expected that nominated Staff develop and maintain designated links with the family/carer of the Service User.
- 7.3 Systems are in place to monitor the wellbeing of Service Users and that any concerns about the Service User's wellbeing are passed on to family/carers and the appropriate professional who should be kept informed about any incidents accidents or significant changes in behaviour.

8. CENTRE

- 8.1 The Service Provider will ensure that the Centre has as appropriate:-
 - 8.1.1 A current, completed fire risk assessment.
 - 8.1.2 Any other necessary licences for activities to be provided as an integral part of the Services being offered including retail consent.
 - 8.1.3 Comply with relevant legislation for the delivery of personal care and activities
- 8.2 The Service Provider will ensure that buildings used to provide the Service are fit for their purpose and maintained to an adequate standard and provide a safe environment.
- 8.3 The Service Provider should ensure that:
 - 8.3.1 the surrounding environment is suited to the stated aims of the Service
 - 8.3.2 the building is accessible
 - 8.3.3 there is wheelchair access to the site as far as is reasonably practical
 - 8.3.4 chairs and other furniture are comfortable and safe, and appropriate for service users
 - 8.3.5 there is sufficient amount of floor space per person for accessibility and mobility
 - 8.3.6 the premises has appropriate heating, lighting and ventilation for the Service offered
 - 8.3.8 toilets are clearly marked and easily accessible by Service Users

9 OPERATION OF THE ORGANISATION

- 9.1 The Service Provider will operate the Service at the Centres a minimum of 5 days per week between the hours of 09.00 to 16.30 Monday to Thursday and 09.00 to 16.00 Friday or as otherwise agreed in Writing with the Council with the exception of bank holidays.
- 9.2 This may be extended through discussions and agreement with the Service Provider and Council.

9.3 The Service should be available all days with the exception of bank holidays and two days per year for Staff training. Opening arrangements over the Christmas period should be agreed with all the Service Users attending the Centre

10 STANDARDS OF SERVICE COMPONENTS

10.1 General

10.1.1 Information from the support plan including medical background preferences and abilities will be gathered with the consent of Service Users so that the Service can be tailored to meet individuals' needs.

10.1.2 The minimum ratio of Staff to Service Users at the Centres will be based on a Risk assessment based on the level of need. There must be access to additional Staff within the vicinity in the event of an emergency.

10.2 Activities

10.2.1 The work tasks organised should be designed to meet both individual and group needs.

10.2.2 Service Users should be enabled to participate in planning work tasks and product development.

10.2.3 Service Users should be encouraged to use their skills and be given opportunities to develop new ones, wherever possible.

10.2.4 Individuals have the right not to participate in certain activities if they so wish.

10.2.5 A range of activities should be offered which aim to promote independence, physical health, mental stimulation and social interaction.

10.3 Personal Care

10.3.1 Personal care needs which arise during a Service User's time at the Centre will be attended to in such a way that the individual's dignity is preserved.

10.3.2 Personal care needs will be identified from the assessment of needs document and recorded in the support plan. The Service Provider will liaise with the care manager to ensure that all personal care needs are met.

10.3.3 The manner in which personal care needs are met will be discussed and agreed with each individual Service User, their family or carer.

10.3.4 In order to maximise their independence, Service Users will be encouraged and supported in doing as much as possible for themselves.

10.3.5 Staff will be provided with written guidelines and policy on the handling of medication. Medicines given into the keeping of Staff must be securely stored and accurately recorded and records should be maintained.

10.4 Information, Advice and Practical Support

10.4.1 Information should be provided in various formats as appropriate for example: written word, direct explanation by Staff and accessible easy read.

10.4.2 Information is also to be provided to family carers or advocates if required.

11 TRANSPORT

11.1 Where the Service Provider arranges transport for pick-ups, trips and excursions as part of the Service they must:

11.1.1 Ensure that the driver has a valid licence relating to the type of transport being provided for example Minibus Permit or Hackney Carriage licence.

11.1.2 Ensure that minibuses are regularly serviced and a procedure is established for drivers to regularly check fuel water brake and oil levels and tyre pressures etc.

11.1.3 Ensure that there is current motor vehicle insurance which is adequate for the type of use being made as part of the services being provided. The number of passengers carried must never exceed the insured or licensed maximum.

11.1.4 Ensure that the vehicle(s) are maintained and serviced in accordance with the manufacturer's servicing instructions, with full records being kept to verify this. This will also apply to any additional equipment on the vehicle (e.g. passenger lifts, wheelchair securing systems).

11.1.5 Ensure that the vehicle(s) is/are suitable for the type and condition of the clients to be carried as part of the service provided. This will include having personal seat belts or other appropriate restraints for all passengers which conform to the relevant British and / or European Union Standard. Such seat belts must be used in all instances. Mini buses should be fitted with seat belts and wheelchairs must be secured with appropriate wheelchair restraints.

11.1.6 Ensure that the transport is always driven safely and with consideration to the passengers' needs including making allowances for any breaks in journey. This will also include conforming to all road traffic legislation and never driving whilst under the influence of any alcohol or drugs / medication which may affect the driver's ability. The Service Provider should ensure that there is a no smoking policy on vehicles.

11.1.7 Ensure that the Service User transfers safely from premises to vehicle. It is the responsibility of the transport operator to ensure that Service Users are safely restrained and that wheelchairs and other equipment is securely and safely restrained. The Service Provider should report any concerns about transport to the care manager.

11.1.8 Ensure that journeys to and from the Centre are as short and direct as possible. Evaluation and planning of journey routes should occur on an on-going basis to ensure the most efficient and economical use of the vehicle.

11.2 The Service Provider must ensure that all vehicles used to transport Service Users:

- 11.2.1 have a current MOT certificate in line with current legislation.
- 11.2.2 have adequate third party and passenger liability insurance cover.
- 11.3 Service Users in minibuses should remain seated during transit and not interfere with doors or emergency exits. Luggage should not obstruct doors or aisles.
- 11.4 The Service Provider must ensure that drivers:
 - 11.4.1 are authorised to drive the vehicle.
 - 11.4.2 hold a current driving licence suitable for the type of vehicle being driven and that drivers have completed a declaration of any driving offences.
 - 11.4.3 are trained to an acceptable standard.
 - 11.4.4 are trained or the escort is trained in basic First Aid.
- 11.5 Minibuses must be fitted with a First Aid Box and fire extinguisher.

12 FINANCE

- 12.1 Appropriate and accurate records must be kept on all finances relating to the Service by the Service Provider including procedures for handling Service User's money if requested to do so.
- 12.2 Service Users should be involved in deciding how funds raised by them are spent.
- 12.3 Separate trading accounts should be maintained to record sales and the cost of sales in services operating as an employment based service.

13 POLICIES, PROCEDURES AND GUIDANCE

- 13.1 The Service Provider should have the following policies, procedures and/or guidance in place
 - 13.1.1 Disciplinary and grievance procedure
 - 13.1.2 Recruitment and selection policy
 - 13.1.3 Equal Opportunities
 - 13.1.4 Complaints
 - 13.1.5 Confidentiality - including a statement on the disclosure of third party information
 - 13.1.6 Data Protection
 - 13.1.7 Administration of medication
 - 13.1.8 Health and Safety
 - 13.1.9 Fire Safety
 - 13.1.10 Lifting and handling
 - 13.1.11 Protection of vulnerable adults
 - 13.1.12 Speaking up about wrongdoing
 - 13.1.13 Non-response to collection for Centre visit
 - 13.1.14 Handling money

- 13.1.15 Risk assessment
 - 13.1.16 Handling of Service Users' keys if the Service Provider has any key responsibility
 - 13.1.17 Record keeping
 - 13.1.18 Hygiene practice
 - 13.1.19 Food handling
 - 13.1.20 Code of conduct
 - 13.1.21 Missing person
 - 13.1.22 Gifts and inducements
 - 13.1.23 Service User access to records
 - 13.1.22 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - 13.1.25 Keyworking
 - 13.1.26 Lone/out of hours working policy.
 - 13.1.27 Risk Management policy and procedure.
 - 13.1.28 Service User Rights and Responsibility Statement
 - 13.1.29 Whistleblowing Policy
 - 13.1.30 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - 13.1.31 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy
- 13.2 The Service Provider will ensure that all Staff used to provide the Service have access to a copy of the Safeguarding adults: multi-agency policy and procedures for the West Midlands and understands it.
- 13.3 The Service Provider will ensure that all Staff have access to copies of all the policies and procedures listed above and sign a form (which will be held on the staff file) which indicates that they have received read and understood them.
- 14 ADMINISTRATION
- 14.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Department of Health or the Department for Communities and Local Government requirements.
- 14.2 Staff working in the community or visiting Service Users' homes should carry personal identification at all times.
- 15 STAFFING
- 15.1 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.

- 15.2 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 15.3 The Service Provider will ensure that:
- 15.3.1 There is a clear written job description and employee specification for all Staff.
 - 15.3.2 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.
 - 15.3.3 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.
 - 15.3.4 References are received and checked before employment commences, including the authenticity of the reference.
 - 15.3.5 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.
 - 15.3.6 The identity of all Staff is verified prior to employment using an official document.
 - 15.3.7 The authenticity of qualifications is checked prior to employment.
 - 15.3.8 Staff are provided with information about their conditions of employment.
 - 15.3.9 All Staff make a written undertaking in respect of confidentiality.
 - 15.3.10 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of an induction programme. This provision must also apply to internal transfers.
 - 15.3.11 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for care work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.

- 15.4 The Service Provider shall ensure that Staff are adequately trained to perform their duties to the required standard and that the training received by Staff is recorded.
- 15.5 All newly appointed Staff must be provided with relevant induction training covering:
- Health and Safety
 - Moving and Handling
 - Personal Care Skills
 - First Aid
 - Promoting independence
 - Safeguarding
 - Dealing with aggression and challenging behaviour
 - Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - Service Users' rights and needs
 - the policies procedures and codes of conduct of the Centre which they will be expected to follow
 - the principles and objectives of the Service
- 15.6 The manager must be satisfied that the subjects covered in induction training have been understood, signed off and dated by both manager and Staff.
- 15.7 Staff should be given proper and adequate briefing on the individual Service User's needs and the way they are to be met before the Service User receives the Service
- 15.8 Practice will be monitored through direct regular supervision
- 16 QUALITY ASSURANCE
- 16.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to quality services and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.
- 16.2 The Service Provider must have systems which enable it to:
- check whether it is delivering the promised service
 - check whether it is doing this efficiently and effectively
 - check whether Staff are provided with a safe system of work
 - check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and the "Principles of Care"
 - check to ensure that all records are up to date
 - provide information to the Council on the above
- 16.3 The Service Provider will be required to seek Service Users' views on the Service not less than every twelve months. However the initial views of Service Users should be sought by the Service Provider within the first four weeks from commencement of the Service to them. All contact made must be recorded in writing on record sheets or pro-

formas and be made available in both a full and analysed format to the Council when monitoring the Service.

- 16.4 The Service Provider will hold quarterly forum meetings with parents and carers of Service Users to be focussed on the achievements and outcomes of the Service Users they care for and to update them on developments and progress of the service as a whole.

17 MONITORING

- 17.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Service Provider which shall include the recruitment and selection of Staff, adherence to policies and procedures statutory legislation and the Service Provider shall permit an Officer at all reasonable times to inspect or witness the Service Provider's provision of the Service for the purpose of monitoring the Service Provider's performance of its obligations under this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.

- 17.2 The Service may be monitored by a meeting of the parties to discuss:

- Finance
- Staff (recruitment / leavers / sickness and agency)
- The Service (existing and developments)
- Feedback from Service Users on the Service
- Summary details of any concerns raised about the Service and actions taken to address these

18 PROTECTION OF VULNERABLE ADULTS

The Service Provider will ensure that:

- 18.1 in cases of actual or suspected abuse to a Service User there must be strict adherence to the Safeguarding adults: multi-agency policy and procedures for the West Midlands in order to protect the Service User and comply with any investigation carried out by the Council
- 18.2 it and its Staff are aware that abuse includes financial; material; physical; psychological; neglect; omissions; sexual and discriminatory abuse. It may be perpetrated by other Service Users; Staff or people visiting the Service Users, family members or friends.
- 18.3. it has a written statement communicating to Staff about the Safeguarding adults: multi-agency policy and procedures for the West Midlands, how abuse may be recognized and

Staff responsibilities where they suspect it has taken or might take place. This statement will be made available to the Council on request.

18.4 it operates in accordance with the Council's policy on the reporting and investigating procedures of suspected or actual incidents of abuse.

19 RISK MANAGEMENT AND HEALTH & SAFETY

19.1 The Service Provider will have a Risk Management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User family or care manager. The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on other Service Users and Staff. This policy should be communicated to all Staff Service Users and their family and care manager

19.2 The Service Provider shall ensure that:

19.2.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice, regulations, British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors

19.2.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974

19.3 The Service Provider will have a written methodology on how they have made the assessment of how many of any type of Staff are needed to deliver the Service. This methodology will take into account the needs of all the Service Users; the layout of the building; the nature of work carried out in the community, the abilities and experience of the Staff and current Best practice and guidance. This methodology will be updated frequently and whenever there are changes which would affect the Service to the Service Users.

19.4 A full written risk assessment should be completed under the requirements of the Health and Safety at Work regulations 1992 on the Service and if required in respect of each Service User when he/she is first admitted and when any changes to his/her care needs arise including a risk assessment of choking for each individual.

19.5 Records of all Health & Safety training, including refresher training must be kept and held locally.

19.6 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training. Certificates of training undertaken should be held on their Staff files

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

20.0 EQUIPMENT

20.1 The Service Provider will ensure that all equipment transferred with the Service to the Service Provider is maintained and repaired and returned to the Council at the end of the Contract. **Transferring equipment will be listed in a transfer agreement.** If the Service Provider purchases additional equipment the Service Provider may remove this from the Centres at the end of the Contract Term.

SCHEDULE 2 SERVICE SPECIFICATION AND STANDARDS MAESBURY METALS

1 INTRODUCTION

The Council aims to provide good quality day services which enhance the quality of life of Service Users with a learning disability or a physical disability and maximise their ability to participate and access community services and activities, promote independence building, provide access to employment and skills training and be an active citizen in their local community whilst also offering relief to carers.

2 GUIDING PRINCIPLES

2.1 The Council requires the Service to be provided by the Service Provider in a manner that accords with the statement of principles set out below. These principles should be applied to the operation of the Service Provider's organisation, the working practices and the personnel procedures.

2.2 The provision of high quality day services which respects each Service User as an individual and gives recognition to their particular physical, psychological and emotional needs.

2.3 The provision of a Service which promotes the independence and personal fulfilment of Service Users and their ability to exercise choice, while acknowledging their right to incur an acceptable degree of calculated risk.

2.4 The provision of services in a manner which offers confidentiality, respect, dignity and privacy to the individual and which seeks to maximise Service Users' abilities.

2.5 Service Users and their carers should be fully consulted in the planning and delivery of the Service they receive and their views should be fully taken into account.

- 2.6 The provision of a Service which is anti-discriminatory and culturally sensitive responding to individual need, with regard to race, religion, culture, language, gender, sexual orientation and disability.
- 2.7 The Service User's right to make his/her own decisions and choices to be respected and supported.
- 2.8 Service Users should be assisted if they wish to put forward their views and wishes.
- 2.9 Service Users, their family or carers should have access to a formal complaints procedure.
- 2.10 Full information on the Service provided should be made available in a form that is accessible for Service Users attending the Centre.

3 OBJECTIVES OF THE SERVICE

- 3.1 The purpose of day time activities is to provide support and assistance for adults with a learning disability and/or a physical disability in order to:
 - do things that have a purpose and are meaningful for them
 - do things in ordinary places, that most members of the community would be doing
 - meet local people, developing friendships and connections and building a sense of belonging.
- 3.2 Maximise the employment skills and independence of Service Users and to provide training and accreditation for employment skills.
- 3.3 Provide respite for carers
- 3.4 Alleviate loneliness and isolation
- 3.5 Provide opportunities to enable Service Users to exercise choice
- 3.6 Enhance the Service User's quality of life and wellbeing.
- 3.7 Promote independence and active citizenship
- 3.8 Enable Service Users to continue to live in their own homes wherever possible.
- 3.9 To support the potential development of Maesbury Metals, for example into a social enterprise.

4 COMPONENTS OF THE SERVICE

The Service Provider will ensure that the Service includes the following components:-

- 4.1 Support to enable Service Users to increase independence focusing on steps to and support with employment and travel training. Opportunities should be interesting and stimulating and assist in maintaining or improving social, psychological or physical functions including co-ordination, mobility and exercise. Accreditation for skills gained wherever possible.
- 4.2 Assistance with personal care, provided in a dignified manner to ensure self-respect is maintained.

- 4.3 Information and practical support relevant to the needs of Service Users and their carers in liaison with other agencies where necessary.
- 4.4 The Service may include transport for sales events and other related activities when planned as a day service activity; for avoidance of doubt the Service excludes the transport to and from the Centre at the start and end of the day.
- 4.5 The Service will operate as metalwork and woodwork unit and showroom and may develop with the agreement of the Service Users to produce and sell other items and the Service Provider will inform the Council of these changes.
- 4.6 The Service will develop woodwork, metalwork, and customer service skills and introduce appropriate qualifications to evidence the progress of Service Users.
- 4.7 It is envisaged that the Service will work jointly with Cornerpatch and other services managed by the Service Provider and local businesses to produce and sell high quality complimentary products and develop links with other local businesses and trading organisations including but not exclusively other council or previous Council operated day services.
- 4.8 The Service will explore opportunities to develop contracts for work with partner organisation.
- 4.9 The Service Provider will provide a vehicle suitable to allow Staff and Service Users from Maesbury Metals to travel to work related activities, shows or occasional social occasions.

5 RIGHTS OF SERVICE USERS

The Service Provider will ensure that Service Users have the right to:-

- 5.1 Maintain their chosen lifestyle.
- 5.2 Be treated as an individual with unique needs.
- 5.3 Be encouraged to have personal independence and choice.
- 5.4 Have their personal dignity respected.
- 5.5 Have their cultural, social, religious and emotional needs respected.
- 5.6 Have access to all personal information on them held by the Service Provider.
- 5.7 Participate in formulating their own support plan and in deciding how their needs will be met.
- 5.8 Participate in any reviews or re-assessment of their needs.
- 5.9 Receive a non-discriminatory Service.
- 5.10 Receive a confidential Service.
- 5.11 Receive assistance to maintain personal skills.
- 5.12 Have access to representation or advocacy as appropriate.
- 5.13 Have access to a formal complaints procedure.
- 5.14 Have the opportunity to develop their skills and interests.

5.15 Have the opportunity to gain accredited qualifications and have access to work opportunities supported employment and volunteering opportunities.

6 ADMISSIONS TO THE SERVICE

6.1 The Service Provider will ensure that systems exist to welcome and introduce new Service Users and include:

6.1.1 the opportunity for Service Users, their family or carers to visit the Centre before starting during hours which the Service is open.

6.1.2 decisions about admission or rejection for a place based on stated policies and criteria. Reasons for exclusion or rejection (or information about waiting lists) given honestly and sensitively and recorded in agreement with the Council.

6.1.3 a trial visit and taster sessions

6.1.4 agreed procedures to follow in the event of withdrawal or cancellation of Service at short notice in the event of any emergency.

6.1.5 liaison with care managers, family, carer or advocate to ensure that the Service User's requirements identified in the Assessment of Needs are met.

6.2 The Service Provider is encouraged to extend access to the by other groups including NEETS (Not in Employment Education or Training), younger people, carers and people with mental health needs

7 INFORMATION SHARING

The Service Provider must ensure that:

7.1 Written information is available, in an accessible format where applicable, to Service Users which details the aims of the Service, the activities available, any charges made, the complaints procedure and equal opportunities policy.

7.2 Staff develop a professional relationship with the family or carers of Service Users. It is expected that nominated Staff develop and maintain designated links with the family/carer of the Service User.

7.3 Systems are in place to monitor the wellbeing of Service Users and that any concerns about the Service User's wellbeing are passed on to family/carers and the appropriate professional who should be kept informed about any incidents accidents or significant changes in behaviour.

8. DAY CENTRE

8.1 The Service Provider will ensure that the Centre has as appropriate:-

8.1.1 A current, completed fire risk assessment.

8.1.2 Any other necessary licences for activities to be provided as an integral part of the Services being offered including retail consent.

8.1.3 Comply with relevant legislation for the delivery of personal care and activities

- 8.2 The Service Provider will ensure that buildings used to provide the Service are fit for their purpose and maintained to an adequate standard and provide a safe environment.
- 8.3 The Service Provider should ensure that:
 - 8.3.1 the surrounding environment is suited to the stated aims of the Service
 - 8.3.2 the building is accessible
 - 8.3.3 there is wheelchair access to the site as far as is reasonably practical
 - 8.3.4 chairs and other furniture are comfortable and safe, and appropriate for service users
 - 8.3.5 there is sufficient amount of floor space per person for accessibility and mobility
 - 8.3.6 the premises has appropriate heating, lighting and ventilation for the Service offered
 - 8.3.7 the machinery at the Centre is regularly checked and maintained to ensure that it is safe and operating at an appropriate standard
 - 8.3.8 toilets are clearly marked and easily accessible by Service Users

9 OPERATION OF THE ORGANISATION

- 9.1 The Service Provider will operate the Service at the Centres a minimum of 5 days per week between the hours of 09.00 to 16.30 Monday to Thursday and 09.00 to 16.00 Friday or as otherwise agreed in Writing with the Council with the exception of bank holidays.
- 9.2 This may be extended through discussions and agreement with the Service Provider and Council and the Service Users.
- 9.3 The Service should be available all days with the exception of bank holidays and two days per year for Staff training. Opening arrangements over the Christmas period should be agreed with all the Service Users attending the Centre

10 STANDARDS OF SERVICE COMPONENTS

10.1 General

- 10.1.1 Information from the support plan including medical background preferences and abilities will be gathered with the consent of Service Users so that the Service can be tailored to meet individuals' needs.
- 10.1.2 The minimum ratio of Staff to Service Users at the Centres will be based on a Risk assessment based on the level of need. There must be access to additional Staff within the vicinity in the event of an emergency.

10.2 Activities

- 10.2.1 The work tasks organised should be designed to meet both individual and group needs.
- 10.2.2 Service Users should be enabled to participate in planning work tasks and product development.

10.2.3 Service Users should be encouraged to use their skills and be given opportunities to develop new ones, wherever possible.

10.2.4 Individuals have the right not to participate in certain activities if they so wish.

10.2.5 A range of activities should be offered which aim to promote independence, physical health, mental stimulation and social interaction.

10.3 Personal Care

10.3.1 Personal care needs which arise during a Service User's time at the Centre will be attended to in such a way that the individual's dignity is preserved.

10.3.2 Personal care needs will be identified from the assessment of needs document and recorded in the support plan. The Service Provider will liaise with the care manager to ensure that all personal care needs are met.

10.3.3 The manner in which personal care needs are met will be discussed and agreed with each individual Service User, their family or carer.

10.3.4 In order to maximise their independence, Service Users will be encouraged and supported in doing as much as possible for themselves.

10.3.5 Staff will be provided with written guidelines and policy on the handling of medication. Medicines given into the keeping of Staff must be securely stored and accurately recorded and records should be maintained.

10.4 Information, Advice and Practical Support

10.4.1 Information should be provided in various formats as appropriate for example: written word, direct explanation by Staff and accessible easy read.

10.4.2 Information is also to be provided to family carers or advocates if required.

11 TRANSPORT

11.1 Where the Service Provider arranges transport for pick-ups, trips and excursions as part of the Service they must:

11.1.1 Ensure that the driver has a valid licence relating to the type of transport being provided for example Minibus Permit or Hackney Carriage licence.

11.1.2 Ensure that minibuses are regularly serviced and a procedure is established for drivers to regularly check fuel water brake and oil levels and tyre pressures etc.

11.1.3 Ensure that there is current motor vehicle insurance which is adequate for the type of use being made as part of the services being provided. The number of passengers carried must never exceed the insured or licensed maximum.

11.1.4 Ensure that the vehicle(s) are maintained and serviced in accordance with the manufacturer's servicing instructions, with full records being kept to verify this. This will also apply to any additional equipment on the vehicle (e.g. passenger lifts, wheelchair securing systems).

- 11.1.5 Ensure that the vehicle(s) is/are suitable for the type and condition of the clients to be carried as part of the service provided. This will include having personal seat belts or other appropriate restraints for all passengers which conform to the relevant British and / or European Union Standard. Such seat belts must be used in all instances. Mini buses should be fitted with seat belts and wheelchairs must be secured with appropriate wheelchair restraints.
- 11.1.6 Ensure that the transport is always driven safely and with consideration to the passengers' needs including making allowances for any breaks in journey. This will also include conforming to all road traffic legislation and never driving whilst under the influence of any alcohol or drugs / medication which may affect the driver's ability. The Service Provider should ensure that there is a no smoking policy on vehicles.
- 11.1.7 Ensure that the Service User transfers safely from premises to vehicle. It is the responsibility of the transport operator to ensure that Service Users are safely restrained and that wheelchairs and other equipment is securely and safely restrained. The Service Provider should report any concerns about transport to the care manager.
- 11.1.8 Ensure that journeys to and from the Centre are as short and direct as possible. Evaluation and planning of journey routes should occur on an on-going basis to ensure the most efficient and economical use of the vehicle.
- 11.2 The Service Provider must ensure that all vehicles used to transport Service Users:
 - 11.2.1 have a current MOT certificate in line with current legislation.
 - 11.2.2 have adequate third party and passenger liability insurance cover.
- 11.3 Service Users in minibuses should remain seated during transit and not interfere with doors or emergency exits. Luggage should not obstruct doors or aisles.
- 11.4 The Service Provider must ensure that drivers:
 - 11.4.1 are authorised to drive the vehicle.
 - 11.4.2 hold a current driving licence suitable for the type of vehicle being driven and that drivers have completed a declaration of any driving offences.
 - 11.4.3 are trained to an acceptable standard.
 - 11.4.4 are trained or the escort is trained in basic First Aid.
- 11.5 Minibuses must be fitted with a First Aid Box and fire extinguisher.
- 12 FINANCE
- 12.1 Appropriate and accurate records must be kept on all finances relating to the Service by the Service Provider including procedures for handling Service User's money if requested to do so.

- 12.2 Service Users should be involved in deciding how funds raised by them are spent.
- 12.3 Separate trading accounts should be maintained to record sales and the cost of sales in services operating as an employment based service.
- 13 POLICIES, PROCEDURES AND GUIDANCE
- 13.1 The Service Provider should have the following policies, procedures and/or guidance in place
 - 13.1.1 Disciplinary and grievance procedure
 - 13.1.2 Recruitment and selection policy
 - 13.1.3 Equal Opportunities
 - 13.1.4 Complaints
 - 13.1.5 Confidentiality - including a statement on the disclosure of third party information
 - 13.1.6 Data Protection
 - 13.1.7 Administration of medication
 - 13.1.8 Health and Safety
 - 13.1.9 Fire Safety
 - 13.1.10 Lifting and handling
 - 13.1.11 Protection of vulnerable adults
 - 13.1.12 Speaking up about wrongdoing
 - 13.1.13 Non-response to collection for Centre visit
 - 13.1.14 Handling money
 - 13.1.15 Risk assessment
 - 13.1.16 Handling of Service Users' keys if the Service Provider has any key responsibility
 - 13.1.17 Record keeping
 - 13.1.18 Hygiene practice
 - 13.1.19 Food handling
 - 13.1.20 Code of conduct
 - 13.1.21 Missing person
 - 13.1.22 Gifts and inducements
 - 13.1.23 Service User access to records
 - 13.1.22 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - 13.1.25 Keyworking
 - 13.1.26 Lone/out of hours working policy.
 - 13.1.27 Risk Management policy and procedure.
 - 13.1.28 Service User Rights and Responsibility Statement

- 13.1.29 Whistleblowing Policy
- 13.1.30 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
- 13.1.31 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy
- 13.2 The Service Provider will ensure that all Staff used to provide the Service have access to a copy of the Safeguarding adults: multi-agency policy and procedures for the West Midlands and understands it.
- 13.3 The Service Provider will ensure that all Staff have access to copies of all the policies and procedures listed above and sign a form (which will be held on the staff file) which indicates that they have received read and understood them.
- 14 ADMINISTRATION
- 14.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Department of Health or the Department for Communities and Local Government requirements.
- 14.2 Staff working in the community or visiting Service Users' homes should carry personal identification at all times.
- 15 STAFFING
- 15.1 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.
- 15.2 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 15.3 The Service Provider will ensure that:
 - 15.3.1 There is a clear written job description and employee specification for all Staff.
 - 15.3.2 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.
 - 15.3.3 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.

- 15.3.4 References are received and checked before employment commences, including the authenticity of the reference.
- 15.3.5 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.
- 15.3.6 The identity of all Staff is verified prior to employment using an official document.
- 15.3.7 The authenticity of qualifications is checked prior to employment.
- 15.3.8 Staff are provided with information about their conditions of employment.
- 15.3.9 All Staff make a written undertaking in respect of confidentiality.
- 15.3.10 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of an induction programme. This provision must also apply to internal transfers.
- 15.3.11 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for care work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 15.4 The Service Provider shall ensure that Staff are adequately trained to perform their duties to the required standard and that the training received by Staff is recorded.
- 15.5 All newly appointed Staff must be provided with relevant induction training covering:
 - Health and Safety
 - Moving and Handling
 - Personal care skills
 - First Aid
 - Promoting independence
 - Safeguarding
 - Dealing with aggression and challenging behaviour

- Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - Service Users' rights and needs
 - the policies procedures and codes of conduct of the Centre which they will be expected to follow
 - the principles and objectives of the Service
- 15.6 The manager must be satisfied that the subjects covered in induction training have been understood, signed off and dated by both manager and Staff.
- 15.7 Staff should be given proper and adequate briefing on the individual Service User's needs and the way they are to be met before the Service User receives the Service
- 15.8 Practice will be monitored through direct regular supervision
- 16 QUALITY ASSURANCE
- 16.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to quality services and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.
- 16.2 The Service Provider must have systems which enable it to:
- check whether it is delivering the promised service
 - check whether it is doing this efficiently and effectively
 - check whether Staff are provided with a safe system of work
 - check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and the "Principles of Care"
 - check to ensure that all records are up to date
 - provide information to the Council on the above
- 16.3 The Service Provider will be required to seek Service Users' views on the Service not less than every twelve months. However the initial views of Service Users should be sought by the Service Provider within the first four weeks from commencement of the Service to them. All contact made must be recorded in writing on record sheets or pro-formas and be made available in both a full and analysed format to the Council when monitoring the Service.
- 16.4 The Service Provider will hold quarterly forum meetings with parents and carers of Service Users to be focussed on the achievements and outcomes of the Service Users they care for and to update them on developments and progress of the service as a whole.
- 17 MONITORING
- 17.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the

effective provision of the Service by the Service Provider which shall include the recruitment and selection of Staff, adherence to policies and procedures statutory legislation and the Service Provider shall permit an Officer at all reasonable times to inspect or witness the Service Provider's provision of the Service for the purpose of monitoring the Service Provider's performance of its obligations under this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.

17.2 The Service may be monitored by a meeting of the parties to discuss:

- Finance
- Staff (recruitment / leavers / sickness and agency)
- The Service (existing and developments)
- Feedback from Service Users on the Service
- Summary details of any concerns raised about the Service and actions taken to address these

18 PROTECTION OF VULNERABLE ADULTS

The Service Provider will ensure that:

18.1 in cases of actual or suspected abuse to a Service User there must be strict adherence to the Safeguarding adults: multi-agency policy and procedures for the West Midlands in order to protect the Service User and comply with any investigation carried out by the Council

18.2 it and its Staff are aware that abuse includes financial; material; physical; psychological; neglect; omissions; sexual and discriminatory abuse. It may be perpetrated by other Service Users; Staff or people visiting the Service Users, family members or friends.

18.3. it has a written statement communicating to Staff about the Safeguarding adults: multi-agency policy and procedures for the West Midlands, how abuse may be recognized and Staff responsibilities where they suspect it has taken or might take place. This statement will be made available to the Council on request.

18.4 it operates in accordance with the Council's policy on the reporting and investigating procedures of suspected or actual incidents of abuse.

19 RISK MANAGEMENT AND HEALTH & SAFETY

19.1 The Service Provider will have a Risk Management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User family or care manager. The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on other Service

Users and Staff. This policy should be communicated to all Staff Service Users and their family and care manager

19.2 The Service Provider shall ensure that:

19.2.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice, regulations, British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors

19.2.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974

19.3 The Service Provider will have a written methodology on how they have made the assessment of how many of any type of Staff are needed to deliver the Service. This methodology will take into account the needs of all the Service Users; the layout of the building; the nature of work carried out in the community, the abilities and experience of the Staff and current Best practice and guidance. This methodology will be updated frequently and whenever there are changes which would affect the Service to the Service Users.

19.4 A full written risk assessment should be completed under the requirements of the Health and Safety at Work regulations 1992 on the Service and if required in respect of each Service User when he/she is first admitted and when any changes to his/her care needs arise including a risk assessment of choking for each individual.

19.5 Records of all Health & Safety training, including refresher training must be kept and held locally.

19.6 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training. Certificates of training undertaken should be held on their Staff files

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

20.0 EQUIPMENT

20.1 The Service Provider will ensure that all equipment transferred with the Service to the Service Provider is maintained and repaired and returned to the Council at the end of the Contract. **Transferring equipment will be listed in a transfer agreement.** If the Service Provider purchases additional equipment the Service Provider may remove this from the Centres at the end of the Contract Term.

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

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

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

Name.....

Position in Organisation.....

Corner Patch, The Don, Albion Hill, Oswestry, Shropshire SY11 1QA

Lease of Ground and First Floor Accommodation - Main Terms

Landlord:	████████████████████, 2 nd Floor, The Don, Bailey Head, Oswestry
Tenant:	Shropshire Council.
Lease:	For 10 years from 4 January 2010 to 3 January 2010 which is excluded from the renewal provisions of the 1954 Landlord and Tenant Act.
Current Rent:	£15,241.30 payable on the usual English quarter days, subject to annual review on 4 January each year, by application of RPI figures, the 2017 review is pending.
Repairs:	Internal – The tenant must keep the internal parts of the premises in good condition, decorate, as per the agreed schedule and clean the inside of windows. External and communal areas – The landlord, subject to the tenant contributing 50% of the costs.
Use:	Offices and for small scale production of textile goods for sale from the premises to the general public.
Insurance:	The tenant to pay 50% of the annual premiums to the landlord.
Outgoings:	The tenant to pay all rates, taxes and other outgoings.
Other terms:	As per the lease.

Corner Patch Inventory List - 2016

2016

No.	Description	Serial no.	Condition	Date Purch
1	large oak counter		good	2010
1	oak dresser		good	2010
2	oak display /book shelves		good	2010
1	large oak coffee table		good	2010
1	small oak coffee table		good	2010
1	small fridge		good	2010
5	wood/fabric chairs		good	2010
1	ramp for access		good	2010
2	sewing machines		good	2015
2	overlocker machine		good	2010
1	card machine		good	2010
1	electronic cash register		good	2010
1	computer		old	2010
1	printer		old	2010

Pen Pictures – The People who Access Corner Patch

1	Who am I? I am a 54 year old woman currently living in shared lives	
	Communication:	good
	Personal Care:	Independent at day service
	Finance:	Manages money in purse.
	Swallowing:	No issues
	Health:	good
	Core Activities:	Sewing. Finishing and checking items. Customer service and using the cash register. Making craft items
	Enjoys:	Shopping, going out for coffee, having hair and nails done. Meeting friends
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS bus to corner patch
2	Who am I? I am a 65-year-old woman living in supported living	
	Communication:	good
	Personal Care:	independent
	Finance:	Manages daily money
	Swallowing:	No issues
	Health:	Good
	Core Activities:	Cutting making craft items out, finishing items. Working on the till. Customer service
	Enjoys:	Going out for coffee or lunch with friends ,Bowling, going to church
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS transport to day service

Pen Pictures – The People who Access Corner Patch

3	Who am I? I am a 74 year old woman living with family	
	Communication:	Good but has trouble hearing
	Personal Care:	Independent at day service
	Finance:	Has money in purse but needs support
	Swallowing:	No issues
	Health:	Good in general
	Core Activities:	Knitting and helping in the shop
	Enjoys:	Knitting, colouring, Going for day trips, helping on the farm.
	Behaviour:	Can get very over excited.
	Mobility:	good
	Transport:	PTS transport
4	Who am I? I am a 30 year old woman living with family	
	Communication:	good
	Personal Care:	I independent at day service
	Finance:	Manages money in purse
	Swallowing:	No issues
	Health:	good
	Core Activities:	Sewing. Cutting out, customer service. Making craft items
	Enjoys:	Drama, dancing, bowling
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS transport to day service

Pen Pictures – The People who Access Corner Patch

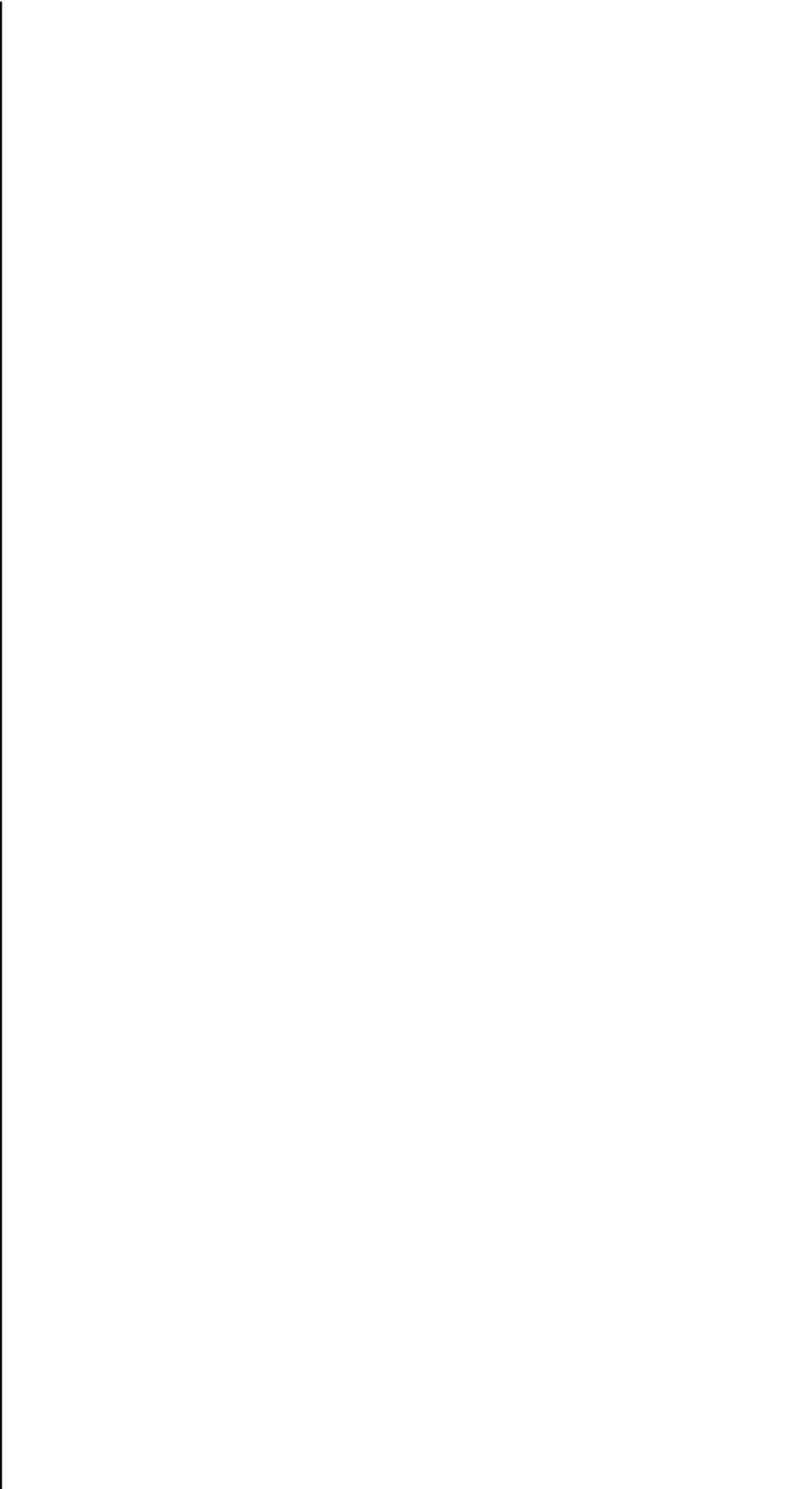
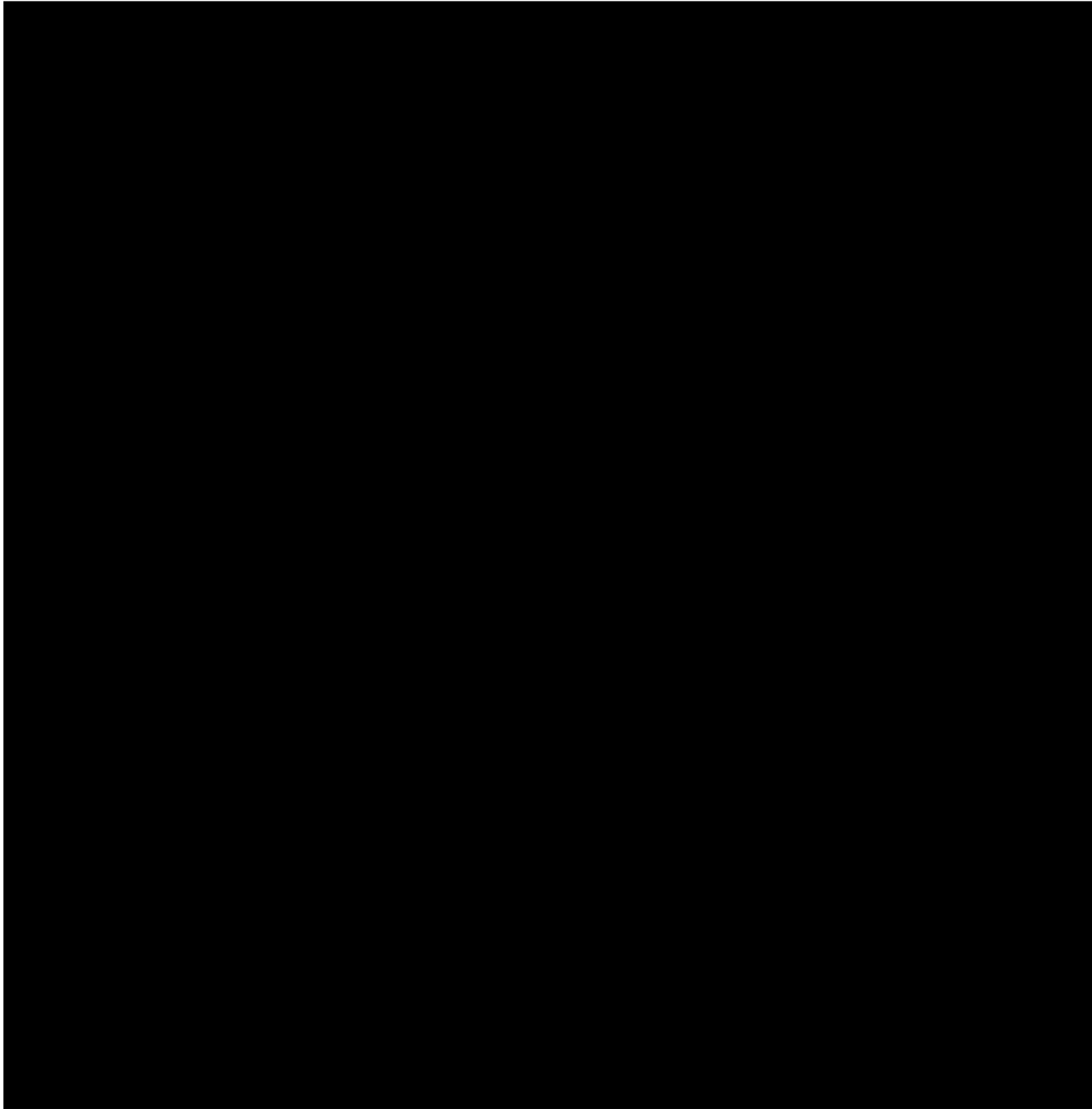
5	Who am I? I am a 47 year old woman living with my family	
	Communication:	Good, but wears hearing aids
	Personal Care:	Independent
	Finance:	Independent at day service
	Swallowing:	No issues
	Health:	good
	Core Activities:	This lady is excellent in all skills needed for the shop. Very good on electric sewing machine.
	Enjoys:	Spending time with her large family. Swimming, Shopping
	Behaviour:	Can get a little intimidating with other service users
	Mobility:	good
	Transport:	PTS to day service
6	Who am I? I am a 38 year old woman living with family	
	Communication:	Very good
	Personal Care:	Independent
	Finance:	Manages own at day service
	Swallowing:	No issues
	Health:	epilepsy
	Core Activities:	Excellent at sewing, can work independently in all aspects of making a item for the shop
	Enjoys:	Drama, line dancing, computers and going to WI
	Behaviour:	Finds it difficult to see the views of others, can be very out spoken and offend others
	Mobility:	Has some walking difficulties
	Transport:	Has a PA who brings her in and picks her up one day a week

Pen Pictures – The People who Access Corner Patch

7	Who am I? I am a 48 year old woman living in residential	
	Communication:	good
	Personal Care:	Independent at day service
	Finance:	Has money in purse but needs support
	Swallowing:	No issues
	Health:	Epilepsy not good at present due medication change
	Core Activities:	Helping in the shop. Making jewellery, sorting out material and finishing and checking items
	Enjoys:	Bowling, art and visiting family
	Behaviour:	No issues
	Mobility:	good
	Transport:	Transport provided by day centre
	8	Who am I? I am a 46 year old woman living in shared lives
communication		good
Personal Care:		independent
Finance:		independent
Swallowing:		No issues
Health:		Diabetes which causes other health issues
Core Activities:		Excellent at all processes of making the items to sell. Customer service and till work
Enjoys:		Embroider visiting family and friends
Behaviour:		No Issues
Mobility:		Finding it more difficult due to health issues and weight
Transport:		Public transport

Pen Pictures – The People who Access Corner Patch

9	Who am I? I am a 24 year old woman living with family	
	Communication:	good
	Personal Care:	independent
	Finance:	Independent at day service
	Swallowing:	No issues
	Health:	good
	Core Activities:	Sewing and customer services. Making craft items
	Enjoys:	Drama, bowling ,shopping and going on holiday
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS to day service
10	Who am I? I am a 54 year old woman living in shared lives	
	Communication:	good
	Personal Care:	independent
	Finance:	independent
	Swallowing:	No issues
	Health:	Good but has some ongoing mental health problems
	Core Activities:	Cutting out and pinning items. Shop work and making craft items
	Enjoys:	Word search, bingo shopping and going on holiday
	Behaviour:	Needs to be monitored for signs of agitation
	Mobility:	good
	Transport:	taxi



BID FORMS
SHROPSHIRE COUNCIL
MAESBURY METALS AND CORNER PATCH MANAGEMENT CONTRACT

Purpose of the Bid Forms

1 The Bid Forms are intended to ensure that the Bidders provide a meaningful breakdown of the annual Contract Price (annual charge to the Council) and that the supporting financial model is properly compared and evaluated against other bids. An average annual price will be calculated over years 1 -5 and this will be the figure used to mark the bids.

2 Costs which are directly related to the provision of the Service should be detailed under the appropriate heading. Bidders are free to add additional appropriate headings, in the blank spaces provided, as necessary to support their bid and enable Shropshire Council to evaluate the submission.

3 Shropshire Council would not expect to have to pay any additional monies to the Bidders unless Service User numbers exceed 75 day places at Maesbury Metals and 24 at Corner Patch on the date of transfer. At this point the contract price payable will need to be negotiated. Bidders are required to provide an amount that would be added to the contract price for an additional day place in excess of 75 day places at Maesbury Metals and 24 day places at Corner Patch. These additional pieces of information are included in the Supplementary Information section on the summary page. They will not be included in the scoring of the tender and are for information only.

4 Bidders should note that the award criteria for marks will be as follows:

Block Price for 75 day places at Maesbury Metals and 24 day places at Corner Patch	45% of the marks
Total	45%

5a Bidders should note that Service Users in receipt of Shropshire Council funded Care Packages will continue to be able to use the facilities free at the point of use.

5b There are a number of service users for which the Council receives Service User Contributions. Shropshire Council will pay the Contract Price to the successful bidder on a gross basis and therefore continue to reclaim the client contributions. Client Contributions should therefore not be included in the Bidders calculations.

6a **Leases:** Shropshire Council leases the shop premises at Corner Patch. The new provider will be subject to a sublease/lease in a form approved by the Landlord. The current lease cost is £13,150 which includes a service charge. Whilst this figure is shown as a fixed amount over the contract period in the "Summary" tab, it will be subject to rent reviews in line with the terms of the lease.

6b **Leases:** The site at Maesbury Metals will be leased by Shropshire Council to the new provider at £10,930 per annum, however, whilst this is currently shown as a fixed amount over the contract period in the "Summary" tab, it will be subject to rent reviews in line with the terms of the lease with the expectation that it reflect its true commercial market value which is in the region of £16k per annum. Bidders will need to demonstrate they can cover this via income generation in future years. Shropshire Council is therefore expecting the cost of this lease to have increased to £16,000 by the end of year 5.

7 **Prices**

Prices should be quoted based on the first year price base. An inflationary index should not be used in order that the bids can be compared. There will be a price review which will take effect on the first April following the first full financial year. Bidders should refer to the Form of Contract Clause 5 for the contractual terms in respect of price reviews after the first full financial year of the contract.

All prices should be quoted net of VAT.

8 **Overheads**

Bidders should include details of all overheads. Additional lines have been left blank for Bidders to use if required.

MAESBURY METALS ESTABLISHMENT LIST

ITEM	LOCATION	NEED REPLACING SOON YES/NO
3 drawer storage box	main office	no
electric blow heater	main office	no
2 phones	main office	no
1 large computer chair	main office	no
small computer chair	main office	no
8 x arm chairs	rest room	no
2 coffee tables	rest room	no
fridge freezer	kitchen	no
microwave 1	kitchen	no
microwave 2	kitchen	no
computer	workshop office	yes
computer table	workshop office	no

4 drawer filing cabinet	workshop office	no
desk	workshop office	no
telephone	workshop office	no
2 x computer chairs	workshop office	no
fax	workshop office	no
14 x lockers	cloak room	no
4 door locker	ladies toilet	no
4 drawer filing cabinet	workshop office	no
computer 1	main office	no
computer 2	main office	no
keyboard 1	main office	no
keyboard 2	main office	no
printer	main office	yes
4 drawer filing cabinet	main office	no
2 drawer filing cabinet	main office	no

large desk	main office	no
desk	main office	no
3 drawer flining cabinet	main office	no
book case	main office	no
2 door cabinet	main office	no
dishwasher	kitchen	no
toaster	dining area	no
sandwich maker	dining area	no
4 x formica tables	dining area	no
18 x chairs	dining area	no
TV/DVD combi	dining area	yes
2 drawer fliing cabinet	dining area	no
computer	dining area	yes
2 x computer stands	dining area	no

TOOLING & WORKSHOP

Items below value between £10 - £50

ITEM	LOCATION	NEED REPLACING SOON YES/NO
Draper riveter	Workshop	no
Makita 12v drill & battery	Workshop	no
Makita 12v drill boxer	Workshop	no
Draper jigsaw	Workshop	no
makita 240v SDS drill	Workshop	no
Draper 1/2" socket set	Workshop	no
Hitachi 230mm angle grinder	Workshop	no
Makita belt sander	Workshop	no
Black & Decker electric plane	Workshop	no
Makita 100mm angle grinder	Workshop	no
Makita 115mm angle grinder	Workshop	no

Record No 4 vice	Workshop	no
Makita 100mm angle grinder	Workshop	no
Hitachi 115mm angle grinder	Workshop	no
Draper No 6 vice	Workshop	no
Bottle trolley	Workshop	no

Plant & equipment value - over £50

ITEM	LOCATION	NEED REPLACING SOON YES/NO
Miller Compact Blue 243 welder	Workshop	no
Miller Mimetic Compact CV-DC welder	Workshop	no
Mardon engineering welding bench & extractor	Workshop	no
Anvil	Workshop	no
Oxy acet bottle set	Workshop	no
Murex 230 welder	Workshop	no

Sart Rite mercury drilling machine	Workshop	no
wWork bench 2.5 x 1.25m	Workshop	no
Anvil	Workshop	no
Cedico pallet lift	Workshop	no
Large roller	Workshop	no
Edwards true fold	Workshop	no
Wadkin Bursgreen pedastal grinder	Workshop	no
90 cropper	Workshop	no
Chemical cabinet	Workshop	no
Wadkin Durham pedestal grindon	Workshop	no
Star Rite mercury drilling machine	Workshop	no
Star Rite mercury mark 2 drilling machine	Workshop	no
Lincoln electric plasma cutter	Workshop	no

Maes Y Clawdd Enterprise Workshops

Maesbury Road Oswestry SY10 8NN



Accommodation Specification

- All brick elevations with pitched steel clad roofs and integral roof lights.
- Individual toilet cubicle.
- 3 phase electrical supply to distribution board.
- Telecom connection point.
- External security light.
- Units individually metered for water electricity and telephone.

Terms

- **Unit No :** Units 21/22/23 Maes Y Clawdd Enterprise Units
- **Agreement :** Five years with three month's break clause.
- **Area :** 222.96 Sq.m (2400 sq. ft.) or thereabouts.
- **Rent :** £15,000 per annum (exclusive of rates) +VAT.
- **Deposit :** Refundable deposit of £ 1½ times monthly rent.
- **Use :** B1, B8.
- **Repairs :** Tenant responsible for internal repairs and decoration, Landlord responsible for external repairs and decoration.
- **Insurance :** Tenant responsible for contents insurance, Landlord will insure the buildings.
- **Business Rates :** Tenants should obtain a specific quote from the Business Rates team. Business.Rates@Shropshire.gov.uk
- **Costs :** A contribution to be made towards legal costs and surveyors fees.

ESTATES

SERVICES

01743 281015

Viewing/Further Information

Shropshire Council
The Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Tel 01743 281081

Contact [REDACTED]

For Business Rates Information

Tel 0345 678 9003

Email

business.rates@shropshire.gov.uk

SHROPSHIRE COUNCIL: MISREPRESENTATIONS;

Whilst we have tried to ensure these details are accurate, if any point is of particular importance to you please contact us to check the information, particularly if viewing involves travelling some distance.

Shropshire Council gives notice that:

1. The particulars are set out as a general outline only for the guidance of the intended tenants and do not constitute, nor constitute part of, an offer or contract.
2. All descriptions, dimensions, reference to condition and necessary permissions for use and occupation and other details are given without responsibility and any intending tenants(s) shall not rely on them as statements or representations of fact, they must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of Shropshire Council has any authority to make or give any representation or warranty whatever in relation to this land.
4. The reference to any plant, machinery, equipment, services, fixtures or fittings at the property shall not constitute a representation as to its state or condition, or that it is capable of fulfilling its function. Prospective tenants should satisfy themselves as to the fitness of such items for their requirements.

ESTATES

SERVICES

01743 281081

Pen Pictures – The People who Access Maesbury Metals

1	Who am I? I am a 27 year old man who lives with family	
	Communication:	Very good
	Personal Care:	I do not need any support with any aspects of personal care.
	Finance:	My parents control my money but I do have a good understanding of money and manage what I have.
	Swallowing:	No issues
	Health:	No issues
	Core Activities:	At Maesbury I can do most jobs on the metal work, I help the less able and are often a team leader
	Enjoys:	I enjoy being with my mates. I like looking after my niece and nephew. I like cars and football.
	Behaviour:	No Issues
	Mobility:	Excellent
	Transport:	I come to Maesbury on PTS transport. I also use my bike or walk When I stay in Oswestry at my sisters
	2	Who am I? I am a 47 year old male, I live with my family.
Communication:		I am deaf. British sign language and Makaton
Personal Care:		I am independent at day service, but receive support at home.
Finance:		My parents put money in my wallet for work.
Swallowing:		No problems
Health:		Good
Core Activities:		I like woodwork. I would like to be involved in marketing and sales.
Enjoys:		Likes going out with friends, like the pub club
Behaviour:		Can become obsessive about friends
Mobility:		good
Transport:		Taxi to day service

Pen Pictures – The People who Access Maesbury Metals

3	Who am I? I am a 48 year old male. I live part time with my family and part time with shared lives.	
	Communication:	I cannot make myself understood verbally. I use very basic Makaton and have my own unique signs.
	Personal Care:	I am independent at Maesbury but need help with personal care at home.
	Finance:	I cannot manage my money.
	Swallowing:	No problems
	Health:	Good at present
	Core Activities:	Metal work, wood work and generally helping out. He has a support buddy
	Enjoys:	Horse riding, going to the pub and discos.
	Behaviour:	Can get upset by change and if I cannot understand what is going on.
	Mobility:	A little unsteady.
	Transport:	PTS to day service.
4	Who am I? I am a 59 year old male who lives with my family	
	Communication:	Very good
	Personal Care:	Independent
	Finance:	Good with money
	Swallowing:	No problems
	Health:	good
	Core Activities:	Enjoys metal work, woodwork and going out planning jobs.
	Enjoys:	Likes TV, Listening to choir and watching car rallies
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS to day service

Pen Pictures – The People who Access Maesbury Metals

5	Who am I? I am a 55 year old male living with my family.	
	Communication:	Can communicate well but this is changing slowly due to memory loss.
	Personal Care:	Independent at day service. Needs support at home.
	Finance:	Cannot manage money.
	Swallowing:	No problems
	Health:	Dementia, poor eye sight, problems with knees and recurring gout.
	Core Activities:	Woodwork and sanding down and finishing metal items.
	Enjoys:	Music, meals out, holidays and shopping.
	Behaviour:	No problems
	Mobility:	Can walk short distances slowly
	Transport:	PTS to day service.
6	Who am I? I am a 43 year old male who likes with family.	
	Communication:	Very slow and quiet verbal communication. Sometimes chooses not to communicate.
	Personal Care:	Independent at day service.
	Finance:	Dad manages his money.
	Swallowing:	No issues
	Health:	Good
	Core Activities:	Like painting and maintenance work. Also keen on wood work.
	Enjoys:	Sport, music, art and holidays.
	Behaviour:	No Issues
	Mobility:	Good.
	Transport:	Taxi to day service

Pen Pictures – The People who Access Maesbury Metals

7	Who am I? I am a 46 year old man living with my family.	
	Communication:	Limited communication by choice.
	Personal Care:	Independent at day service.
	Finance:	Parents send in money for day service.
	Swallowing:	Pyloric stenosis but no problem at present.
	Health:	Had major heart surgery this year .Still weak but made good recovery.
	Core Activities:	Uses hand tools and does general cleaning duties.
	Enjoys:	Talking to friends and watching TV, also likes music.
	Behaviour:	Can shout and swear at times.
	Mobility:	good
	Transport:	Family transport in and goes home from day service on the PTS bus
8	Who am I? I am a 54 year old male who lives independently with some support coming in.	
	Communication:	good
	Personal Care:	Independent.
	Finance:	Manages well with some support at home.
	Swallowing:	No problem.
	Health:	No sight in one eye.
	Core Activities:	Likes metal work wood work and general maintenance of the work shop.
	Enjoys:	Choir concerts, Going out for meals especially pub club. Football on TV. Going for a drive in the car.
	Behaviour:	No issues
	Mobility:	A little stiff in the joints.
	Transport:	PTS to day service.

Pen Pictures – The People who Access Maesbury Metals

9	Who am I? I am a 19 years old living in shared lives.	
	Communication:	Good
	Personal Care:	Independent
	Finance:	Manages small amounts of money
	Swallowing:	No issues
	Health:	Good
	Core Activities:	Excellent skills
	Enjoys:	Making things in own work shop
	Behaviour:	No issues
	Mobility:	good
	Transport:	Taxi to day service
10	Who am I? I am a 25 year old man living with family.	
	Communication:	good
	Personal Care:	Independent
	Finance:	Independent at day service
	Swallowing:	No problems
	Health:	Good
	Core Activities:	Grinding sanding and learning new skills.
	Enjoys:	Football, gardening, Badminton.
	Behaviour:	No problem
	Mobility:	good
	Transport:	PTS

Pen Pictures – The People who Access Maesbury Metals

11	Who am I? I am a 48 year old male living in supported living	
	Communication:	good
	Personal Care:	Independent
	Finance:	Manages what he is given on a daily basis
	Swallowing:	No issues
	Health:	Epilepsy. Poor eye sight
	Core Activities:	Gardening metal work
	Enjoys:	Gardening ,meeting friends, football on TV
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS to day service
12	Who am I? I am a 41 year old man living with my family	
	Communication:	good
	Personal Care:	Independent at day service
	Finance:	Money in wallet for daily activities
	Swallowing:	No issues
	Health:	Hole in heart
	Core Activities:	Metal work, gardening.
	Enjoys:	Working at local shop. Going out for a drink and drama group
	Behaviour:	No issues
	Mobility:	good
	Transport:	PTS

Pen Pictures – The People who Access Maesbury Metals

13	Who am I? I am a 51 year old male living in shared lives	
	Communication:	Good but poor short term memory
	Personal Care:	Independent at day service needs support at home.
	Finance:	Cannot manage money
	Swallowing:	No issues
	Health:	Has signs of dementia
	Core Activities:	Some metal work but mainly domestic duties
	Enjoys:	TV soaps, music, films, drama group, going out with friends especially pub club
	Behaviour:	No issues
	Mobility:	Fairy good
	Transport:	PTS to day service
	14	Who am I? I am a 25 year old male living with my family.
Communication:		good
Personal Care:		independent
Finance:		Independent at day service
Swallowing:		No issues
Health:		Kidney problems, skin problems
Core Activities:		Metal work, wood work, computer skills
Enjoys:		computers
Behaviour:		No issues
Mobility:		good
Transport:		PTS

No.	Description	Location	Selling Price	Total value at M/M
1	large garden swing	Maesbury Metals	800.00	800.00
1	spit roast stove	Maesbury Metals	250.00	250.00
1	horseshoe table & 4 stools	Maesbury Metals	450.00	450.00
1	Thrones - pair	Maesbury Metals	600.00	600.00
1	leaf tree - large	Maesbury Metals	600.00	600.00
1	cow slip tree	Maesbury Metals	150.00	150.00
2	mushroom seats	Maesbury Metals	40.00	80.00
1	ornamental Bonsai tree	Maesbury Metals	250.00	250.00
1	small chime	Maesbury Metals	70.00	70.00
1	large chime	Maesbury Metals	200.00	200.00
1	large ornamental leaf	Maesbury Metals	80.00	80.00
1	plant supporter	Maesbury Metals	40.00	40.00
1	Dragonfly	Maesbury Metals	50.00	50.00
1	large log feature onamental	Maesbury Metals	150.00	150.00
1	bull rush and lily pad	Maesbury Metals	120.00	120.00
1	sun outdoor wall hanging	Maesbury Metals	40.00	40.00
1	silver outdoor wall hanging	Maesbury Metals	40.00	40.00
1	ornamental tealight log holder	Maesbury Metals	70.00	70.00
2	small wooden boxes	Corner Patch	5.00	10.00
2	medium wooden boxes	Corner Patch	8.00	16.00
2	large wooden boxes	Corner Patch	12.00	24.00
2	pumpkin candle holders	Corner Patch	15.00	30.00
1	log basket	Corner Patch	40.00	40.00
1	horseshoe tree	Corner Patch	50.00	50.00
1	fairy door	Corner Patch	25.00	25.00
2	candle holders	Corner Patch	10.00	20.00
3	wine holders	Corner Patch	8.00	24.00
1	fern display	Corner Patch	95.00	95.00
2	large garden sticks	Corner Patch	10.00	20.00

1	small garden sticks	Corner Patch	5.00	5.00
1	wine rack	Corner Patch	15.00	15.00
1	letter rack	Corner Patch	8.00	8.00
1	Dream - horseshoe	Corner Patch	20.00	20.00
1	show piece sculpture	Corner Patch	95.00	95.00

**AMCV 203 - PROVISION OF DAY TIME ACTIVITIES AND
EMPLOYMENT BASED DAY TIME OPPORTUNITIES FOR ADULTS
WITH LEARNING DISABILITIES AT MAESBURY METALS AND
CORNER PATCH**

Confidentiality Undertaking Regarding TUPE

[Date] 2017

[NAME]

Your ref: *

Our ref: AMCV 203

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, 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 203 - Provision of day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch

Name of TENDERING ORGANISATION
(please insert)

Livability

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

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking a service provider to manage Maesbury Metals and Corner Patch. Both services, which the Council wishes to award to one provider, will be under one contract to be for an initial 5 years with an option to extend for a further 5 years and with the aim to commence on 1st September 2017.

Maesbury Metals

Maesbury Metals moved to Maes-y-Clawydd Industrial Estate in 1993, previously being a woodwork workshop at The Victoria Centre in Oswestry. Maesbury Metals initially started making gates and railings from metal however over the years the service has developed and at present is making high quality, bespoke items such as candelabras and unique ornamental garden items. They have also recently developed their woodwork department with up to date machinery after attracting some local grant funding.

14 people use the service at present between Monday and Friday, some for 5 days, equating to 59 day places. Most of the men have a moderate learning disability and are in their forties and fifties and live at home with parents or carers, however Maesbury Metals have also attracted a younger and more varied service user client group, including young people excluded or having difficulties in school. This has been of benefit to the less able and older users.

The service has recently developed new marketing materials and has been raising its profile in the local area.

People travel to the service by Shropshire Council fleet transport, taxis or make their own way to the service.

Corner Patch

Corner Patch, previously known as Patchworks started out in a small workshop at the old train station in Gobowen in 1993/94, later moving to a unit on Maesbury Industrial Estate in 1998. They specialised in making patchwork quilts, cushions and bags. It was always the vision of the service users to have a shop in the centre of Oswestry where they could make and sell items and be more a part of the local community. They moved to their current premises on The Bailey Head in the centre of Oswestry, known as Corner Patch in 2010. The shop is currently open 3 days a week.

At present they still make some patchwork items, but have diversified into making items that fit with current trends and colour schemes, items such as aprons, cushions, bunting, baby bedding, jewellery, pictures and bespoke made to measure items.

The service have recently updated the shop floor to coincide with the launch of new marketing materials.

The service user group at Patchworks are a group of 10 ladies with a learning disability who attend between Monday and Friday for 2 or 3 days, equating to 22 day places.

Corner Patch has three members of staff offering a diverse but complimentary range of skills.

People travel to the service by Shropshire Council fleet transport, Taxi or make their own way to the service.

Existing sales stock and Equipment

Sales stock which is within the service at the date of transfer will be transferred to the successful provider at no cost to the provider.

Equipment transferred with the Service will need to be maintained and repaired by the provider and returned to the Council at the end of the contract.

Transport

As stated transport into and from the services is arranged as part of the individual service package and whilst some people make their own way to the services many use fleet minibuses or taxis arranged by Shropshire Council passenger transport. This element of the service does not form part of the tender.

Cornerpatch do not require regular use of a vehicle during the day however Maesbury Metals currently use a 16 seater minibus first registered in 2005. This vehicle may be purchased by the provider at a cost of £4.5k plus VAT or alternatively the new provider will need to provide a suitable vehicle which meets the needs of the service.

Levels of Service

In the event that that the day places at either day centre are significantly reduced then the Council and the provider will review the service and the potential outcomes for the service users.

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

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

TUPE

The service is staffed by staff employed by Shropshire Council and applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.

Pension Information

Compliance with the provisions The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Please note new legislation is currently under consultation, which is expected to replace the Pension Direction order and ensure transferring staff are offered continued LGPS membership only. Any changes in legislation prior to the award of a contract will be

passed on to interested parties.

Pensions Schedule.

In accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007 the successful Tenderer must comply in relation to pension benefits. All employees transferred under TUPE who are members of the Local Government Pension Scheme (LGPS), under the Shropshire County Pension Fund administered by Shropshire Council, or who are entitled to be members of the LGPS, must (as a minimum) be offered in respect of future service either;

- the opportunity to join or remain in the LGPS by means of the Tenderer seeking to become an admission body within the LGPS; or
- Membership of an occupational pension scheme sponsored by the Tenderer which is actuarially certified as providing pension benefits that are at least broadly comparable to those benefits provided by the LGPS. The certification should be by reference to the criteria for 'broad comparability' set out by the Government Actuary's Department (GAD).

Of the Transferring Employees who may transfer from Shropshire Council under TUPE, please refer to the TUPE information for current members of the Local Government Pension Scheme (LGPS) operated by the Shropshire County Pension Fund and those that have chosen to opt out at the present time. Please note however that all eligible staff would need to be entered into the LGPS on transfer.

Tenderers should indicate in their tender whether they intend to:

- Ø apply for admission to the LGPS, and if so whether this will be on the basis of an open or closed scheme; or
- Ø Offer a broadly comparable pension scheme.

Broadly Comparable Scheme Requirements

Tenderers offering membership of a broadly comparable occupational pension scheme to Transferring Employees are required to provide a copy of the actuarial certificate of broad comparability with their tender. The costs of doing so must be met by Tenderer.

The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS by Shropshire.

Pension protection for an employee of the authority in respect of a subsequent contract for the provision of services

In the event that the Transferring Employees are compulsorily transferred to another employer because of the termination and re-let of the contract, or because of sub-contracting, the contract must provide secure pension protection for any transferring original employees, as above, and the protection provided must be enforceable by the employee.

The Local Government Pension Scheme

Where Tenderers wish to apply for admission to the LGPS an application must be made to the Shropshire County Pension Fund in respect of Transferring Employees transferring from Shropshire Council.

Further information about the LGPS is available via their website – www.shropshirecountypensionfund.co.uk.

If a Tenderer makes a successful application to join the LGPS as an admitted body it must:

- Enter into an admission agreement with Shropshire Pension Fund. Sample Agreement attached.
- Provide a bond, to protect the Fund from funding risks if the Tenderer is unable to meet its pension commitments, if required by Shropshire Council following an assessment, cost to be met by the Tenderer, which takes into account actuarial advice.
- The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS and by Shropshire Council.
- Shropshire Council shall require a right to set off against any payments due to the Tenderer an amount equal to any overdue employer and/or employee contributions and other payments (and interest payable under the LGPS) due from them under the relevant admission agreements.

Pensions Assumptions

For the purposes of pricing their tender, Tenderers, who are to be requesting admitted body status to the Shropshire County Pension Fund, are requested to assume the following in respect of the Transferring Employees:

- Any surpluses or deficiencies accrued in respect of the Transferring Employees' benefits in the Shropshire County Pension Fund prior to commencement of the relevant admission agreement will not be charged to the Tenderer. The Tenderer should therefore assume that the Shropshire County Pension Fund is notionally fully funded to a level of 100% in respect of the Transferring Employees at the date of transfer. Future changes in funding level on future and past service are at the risk of the Tenderer.
- An employer contribution rate of 19.9%**.
- The initial level of the bond/indemnity** required for the purposes of the relevant admission agreements will be advised once the risk assessment has been carried out by the Fund Actuary, in accordance with the LGPS Regulations, cost to be met by the successful Tenderer. The risk of any change in the level of the bond/indemnity required after financial close will remain with the Tenderer;
- The costs (including any associated independent actuary fee) incurred by the Tenderer in becoming an admission body or obtaining a certificate of broad comparability in relation to any broadly comparable pension scheme shall be borne by the Tenderer;

**In the event that the actuarial assessment amends the figures used for assumptions set out above, Shropshire Council confirms that the Tenderer will be allowed to revisit its pricing in respect of these elements only of their pension's costs prior to financial close

The ongoing financial responsibility of becoming a New Admission Body (the Contractor) in the Shropshire Local Government Pension Scheme.

Staff that will transfer with the contract have the right to pension membership protection. This can be by the contractor becoming a New Admission Body in the Shropshire Local Government Pension Scheme. The contractor will usually start with a funding level of 100% i.e. assets will be equivalent to the liabilities notionally transferred to them from the Transferor Scheme Employer (the Council) in respect of the eligible employees transferring to their employment. The initial employer contribution rate, set as a percentage of pensionable payroll, will be determined by

reference to the pension benefits that will be built up during the contract period. This will be kept under review as part of the 3-yearly actuarial valuation process or such shorter period as may be required. Ultimately, any surplus or deficit arising will be spread over a period agreed by the administering authority and any outstanding deficit, at the date of a contract ceasing, would be payable by the contractor to the pension fund.

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 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	10
A2	Non-Canvassing Certificate	11
A3	Non-Collusive Tendering Certificate	12
A4	Declaration of Connection with Officers or Elected Members of the Council	13
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	16
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	20
B Part 2 Section 3	Grounds for Discretionary Exclusion	22
Section C	Tender and Pricing Schedule	30

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. 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 Part 1 – Part 3)

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 competency, 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 Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 45% (148 marks)		
Section C/ Q 1	Price	148 max marks
Total for price		148 max marks
Quality 55% (180 marks)		
Section C / Q 2.1	Handover of Service	3 / 30 max marks
Section C / Q 2.2	Maximising independence in employment and voluntary work	3 / 30 max marks
Section C / Q 2.3	Opportunities to gain accredited awards / qualifications	3 / 30 max marks
Section C / Q 2.4	Audit processes	2 / 20 max marks
Section C / Q 2.5	Developing links in the community	2 / 20 max marks
Section C / Q 2.6	Developing the Service	2 / 20 max marks
Section C / Q 2.7	Staff support	1 / 10 max marks
Section C / Q 2.8	Recruitment and retention	1 / 10 max marks
Section C / Q 2.9	Social Value	1 / 10 max marks
Total for quality		18 / 180 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</i>

		<i>response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 180 marks available for Quality. Other tenders will receive a mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

Price has an overall weighting of 45% of the total evaluation criteria. Please complete the pricing schedule attached. The price that will be evaluated will be the total cost of the basket of goods as shown in cell C87 on the 'Basket of Goods' worksheet.

The most competitively priced tender will receive the maximum mark of 148. Less competitive tenders will receive a % of the maximum mark available that represents the difference in cost or reduction between that tender and the most competitively priced tender.

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch

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 day time activities and employment based day time opportunities for adults with learning disabilities at Maesbury Metals and Corner Patch at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Please see attached signed form

Name: [REDACTED]

Date 21st February 2017.....

Designation: Executive Director of Operations.....

Company: Livability.....

Address: 6 Mitre Passage, London.....

.....

..... Post Code: SE10 0RE.....

Tel No

Fax No: 020 7452 2001.....

E-mail address: [REDACTED]

Web address: www.livability.org.uk

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Please see attached signed form Status: Executive Director of Operations

Signed (2) Please see attached signed form Status: Company Secretary.....

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

Date 21st February 2017.....

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) Please see attached signed form Status: Executive Director of Operations

Signed (2) Please see attached signed form Status: Company Secretary.....

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

Date 21st February 2017.....

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see [https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

Livability

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Livability
1.1(b) – (i)	Registered office address (if applicable)	6 Mitre Passage, London, SE10 OER
1.1(b) – (ii)	Registered website address (if applicable)	www.livability.org.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Livability is a registered charity in England & a company limited by guarantee registered in England & Wales
1.1(d)	Date of registration in country of origin	Company registration date: 30th October 2006 Charity registration date: 16th October 2006
1.1(e)	Company registration number (if applicable)	05967087
1.1(f)	Charity registration number (if applicable)	1116530
1.1(g)	Head office DUNS number (if applicable)	51 650 4516
1.1(h)	Registered VAT number	681 1786 15
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Livability is registered with the Care Quality Commission (CQC). Our Provider ID is: 1-102642658
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation,	Yes <input checked="" type="checkbox"/>

	or be a member of a particular organisation in order to provide the services specified in this procurement?	No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	Livability is registered with the Care Quality Commission (CQC). Our Provider ID is: 1-102642658
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Livability
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	Not applicable
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	N/A
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

2 See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en
 3 UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																							
Question number	Question	Response																																																						
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Livability are bidding as the Prime Provider to deliver 100% of the contract If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																						
1.2(a) - (ii)	Name of group of economic operators (if applicable)	Not applicable																																																						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	Not applicable																																																						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																						
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																							
	<table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-					
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personal info

	contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Livability
1.3(c)	Role in organisation	Executive Director of Operations
1.3(d)	Phone number	020 7452 2000
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	6 Mitre Passage, London, SE10 0ER
1.3(g)	Signature (electronic is acceptable)	Please see attached signed form
1.3(h)	Date	21 st February 2017

Part 2: Exclusion Grounds

Livability

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	Not applicable
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
2.3(a)	<p>Regulation 57(3) Has it been established, for your</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	Not applicable

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's 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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(i)	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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is 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.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	Not applicable
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Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) 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).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation	Not applicable	
Relationship to the Supplier completing these questions	Not applicable	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence 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 is to 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 main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
Name of customer organisation	[REDACTED]	[REDACTED]	[REDACTED]
Point of contact in the organisation	[REDACTED]	[REDACTED]	[REDACTED]
Position in the organisation	[REDACTED]	[REDACTED]	[REDACTED]
E-mail address	[REDACTED]	[REDACTED]	[REDACTED]
Description of contract	[REDACTED]	[REDACTED]	[REDACTED]

commercial info

	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]
Contract Start date	[REDACTED]	[REDACTED]	[REDACTED]
Contract completion date	[REDACTED]	[REDACTED]	[REDACTED]
Estimated contract value	[REDACTED]	[REDACTED]	[REDACTED]

Livability

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	Not applicable

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
	Not applicable

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
	<p>If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p>	<p>Yes <input type="checkbox"/></p> <p>Please provide the relevant url to view the statement ...</p> <p>No <input checked="" type="checkbox"/></p> <p>Please provide an explanation</p> <p>We are in the process of producing our annual statement regarding compliance with the Act. This is due to be approved by the Board and published in our annual report at the end of April 2017.</p>

7. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	<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: YES</p> <p>Employer’s (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</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>

8.2	Skills and Apprentices 4–	
a.	Please confirm if you will be supporting apprenticeships and skills development through this contract.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	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)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No Not applicable. Will not be using sub- contractors

8.4 – Environmental Management

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

8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No Not applicable. Will not be using sub- contractors

8.6 Safeguarding of adults and children

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

*	<p>Why do we need to know this? The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</p> <p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p>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</p>	
1	Do you have a Safeguarding Policy or statement for safeguarding adults?	Enclosed YES
2	For information: our requests for references will include a question relating to your organisation’s record for safeguarding.	
3	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	

	<p>safeguarding procedures as prescribed by</p> <p>Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed: Please see attached signed form.....</p> <p>Status: Executive Director of Operations</p> <p>(For and on behalf of Livability.....)</p> <p>Date 21st February 2017.....</p>	
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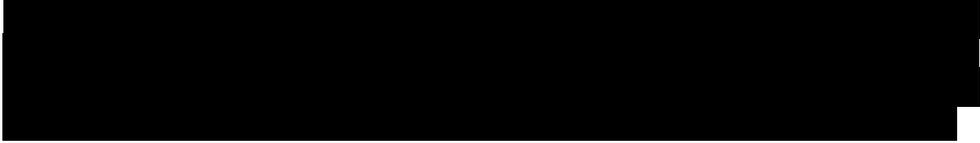
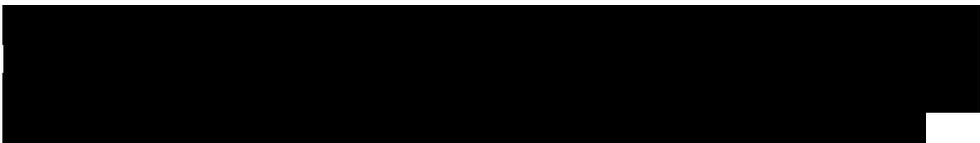
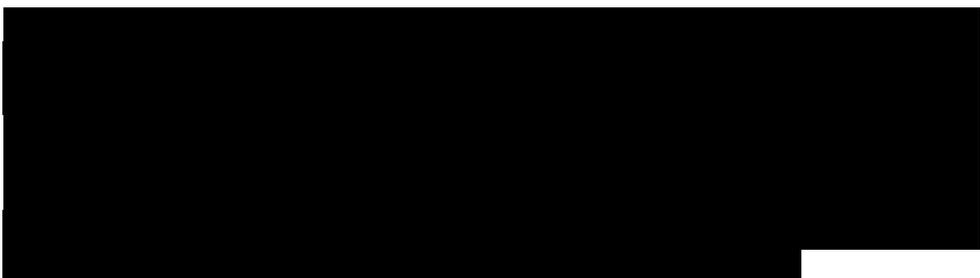
7.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below



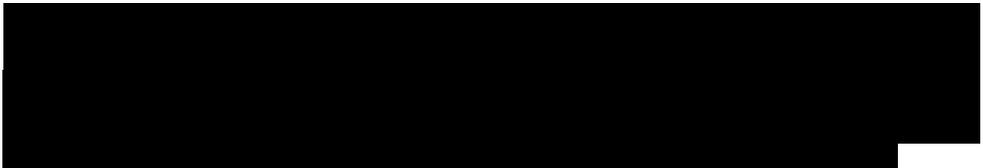
SECTION C – TENDER SCHEDULE

1.	Pricing Schedule
	Please complete the Finance Model schedule spreadsheet, which should form part of your tender response. Please see attached Finance Model schedule spreadsheet

2.	Tender Schedule
2.1	<p>Please detail how your organisation would manage the handover of the service from the Council to your organisation. This should include communication with service users' families and relatives; involvement and relationship with advocacy services; involvement with social work professionals. (Maximum 1000 words)</p> <p><u>Response</u></p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
	3 / 30 marks

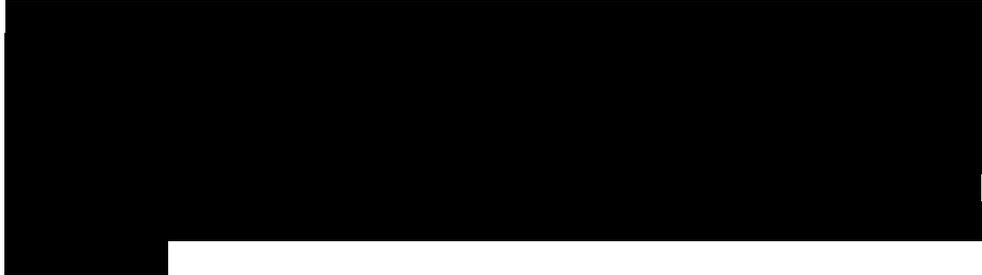
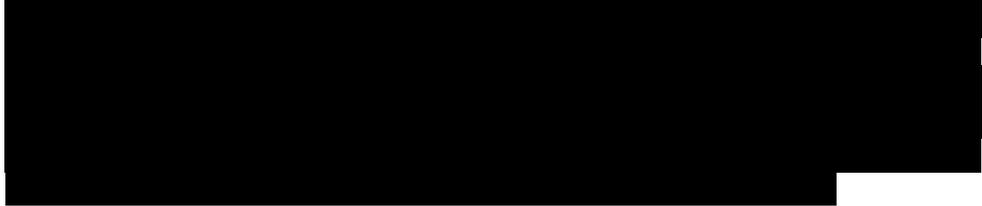
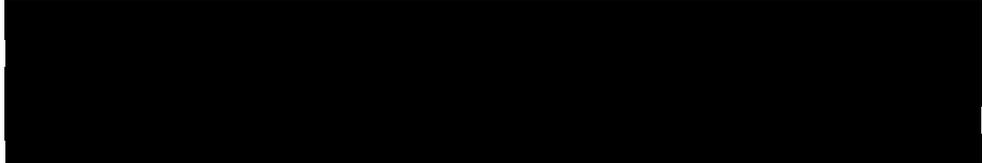
		
2.2	<p>Please state how your organisation would support service users to move on to wider employment and voluntary work opportunities if you were successful in being awarded this contract. (Maximum 1000 words)</p> <p><u>Response</u></p> 	3 / 30 marks

		
2.3	<p>Please describe in relation to both services how you will provide opportunities for individual to gain accredited awards/qualifications in relevant areas and indicate the pathways, partnerships, accrediting bodies or frameworks that would be followed? (Maximum of 1000 words)</p> <p><u>Response</u></p> 	3 / 30 marks

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

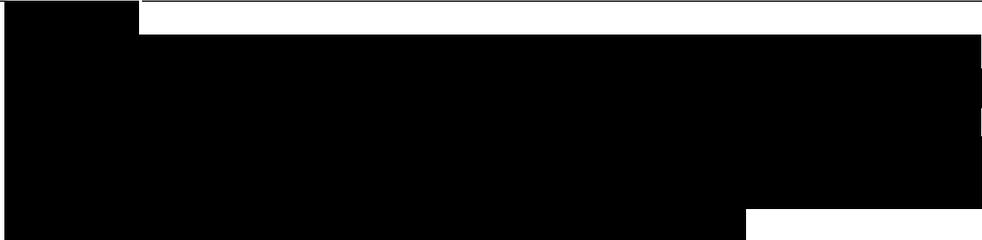
	<p>[Redacted]</p> <p>[Redacted]</p>	
2.4	<p>Describe your audit processes to ensure that a high quality service is delivered. (Maximum of 750 words)</p> <p><u>Response</u></p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	2 / 20 marks

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

2.5	<p>The services are well established in the local community. Describe how your proposal would maintain and build on this and how you would further develop these links. (Maximum of 750 words)</p> <p><u>Response</u></p>      	2 / 20 marks
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2.6	<p>Please state how you would extend Cornerpatch opening hours, develop the service at both Cornerpatch and Maesbury Metals and maximise income as much as possible. (750 words)</p> <p><u>Response</u></p> 	2 / 20 marks

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

		
2.7	<p data-bbox="272 450 1254 517">How will you ensure that you have robust office and staff support in the locality for the duration of contract? (Maximum of 500 words)</p> <p data-bbox="272 584 421 618"><u>Response</u></p> 	1 / 10 marks

		
2.8	<p>What is it about your organisation that will enable you to recruit and retain sufficient staff of appropriate quality to discharge this contract? (Maximum of 500 words)</p> <p><u>Response</u></p> 	1 / 10 marks

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
2.9	<p>Please describe your organisation's approach to apprenticeships and/or traineeships generally, and particularly for 16-18 year olds who are not in employment, education or training and how you would use this approach in Shropshire if you were successful in being awarded this contract. (Maximum of 500 words)</p> <p><u>Response</u></p> <p>[Redacted]</p> <p>[Redacted]</p>	1 / 10 marks

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



personal & commercial info

Livability
6 Mitre Passage
London
SE10 0ER

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

20th June 2017

Dear Bidder

AMCV 203 - PROVISION OF DAY TIME ACTIVITIES AND EMPLOYMENT BASED DAY TIME OPPORTUNITIES AT MAESBURY METALS AND CORNER PATCH

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 30th June 2017.

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

[REDACTED]

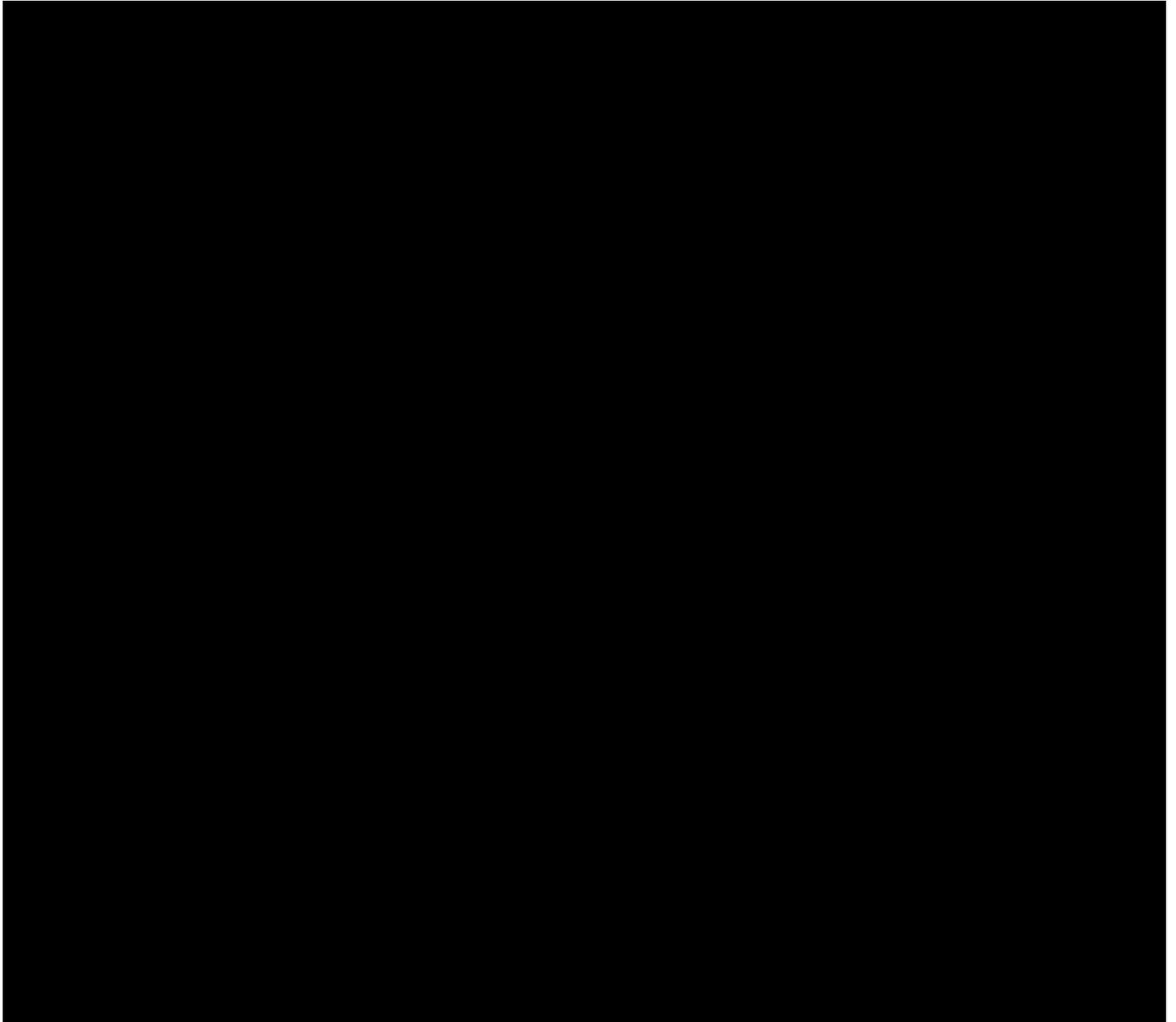
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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

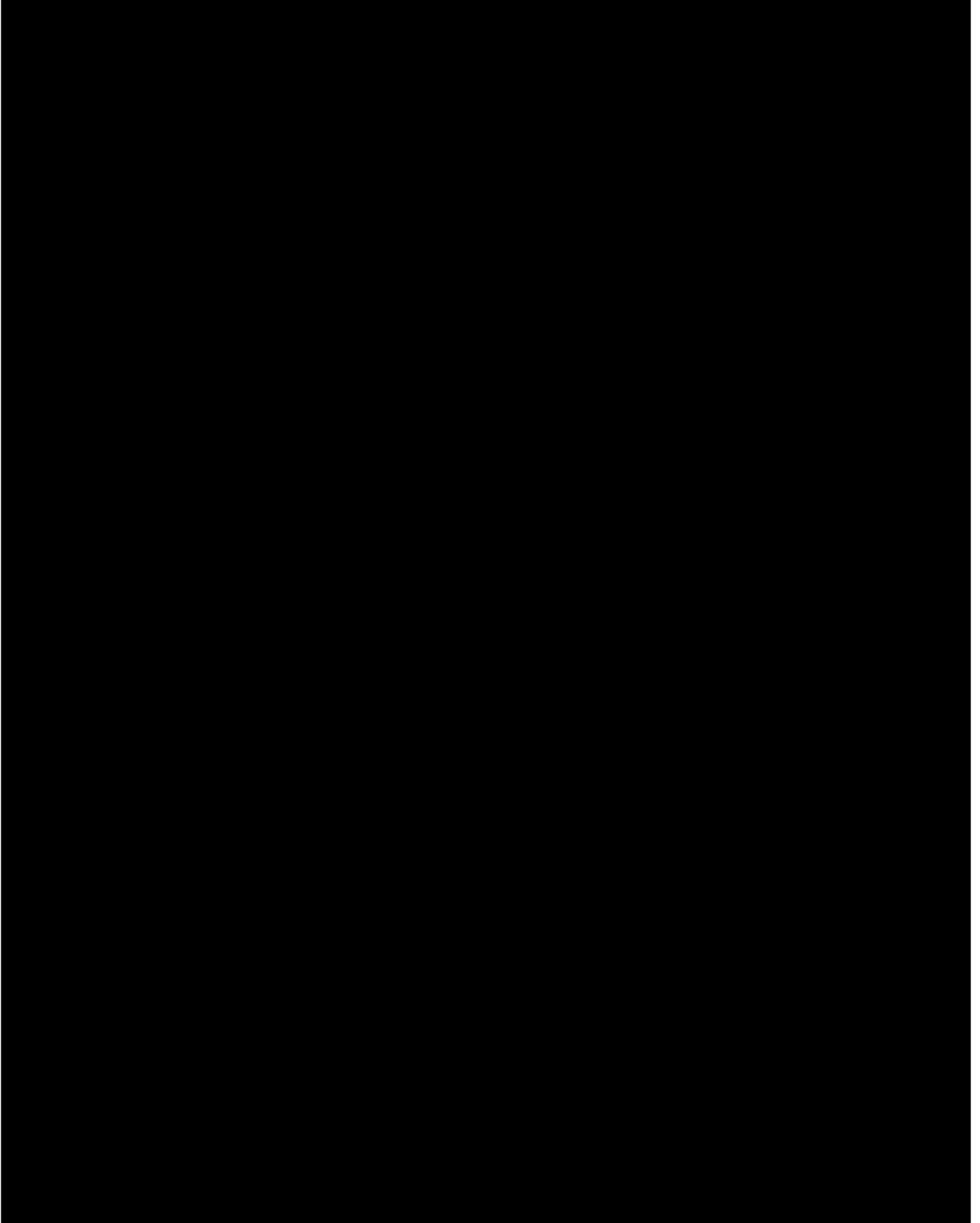


Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 2 tenders received)
Quality	■	■	■
Price	■	■	■
Overall	■	■	■

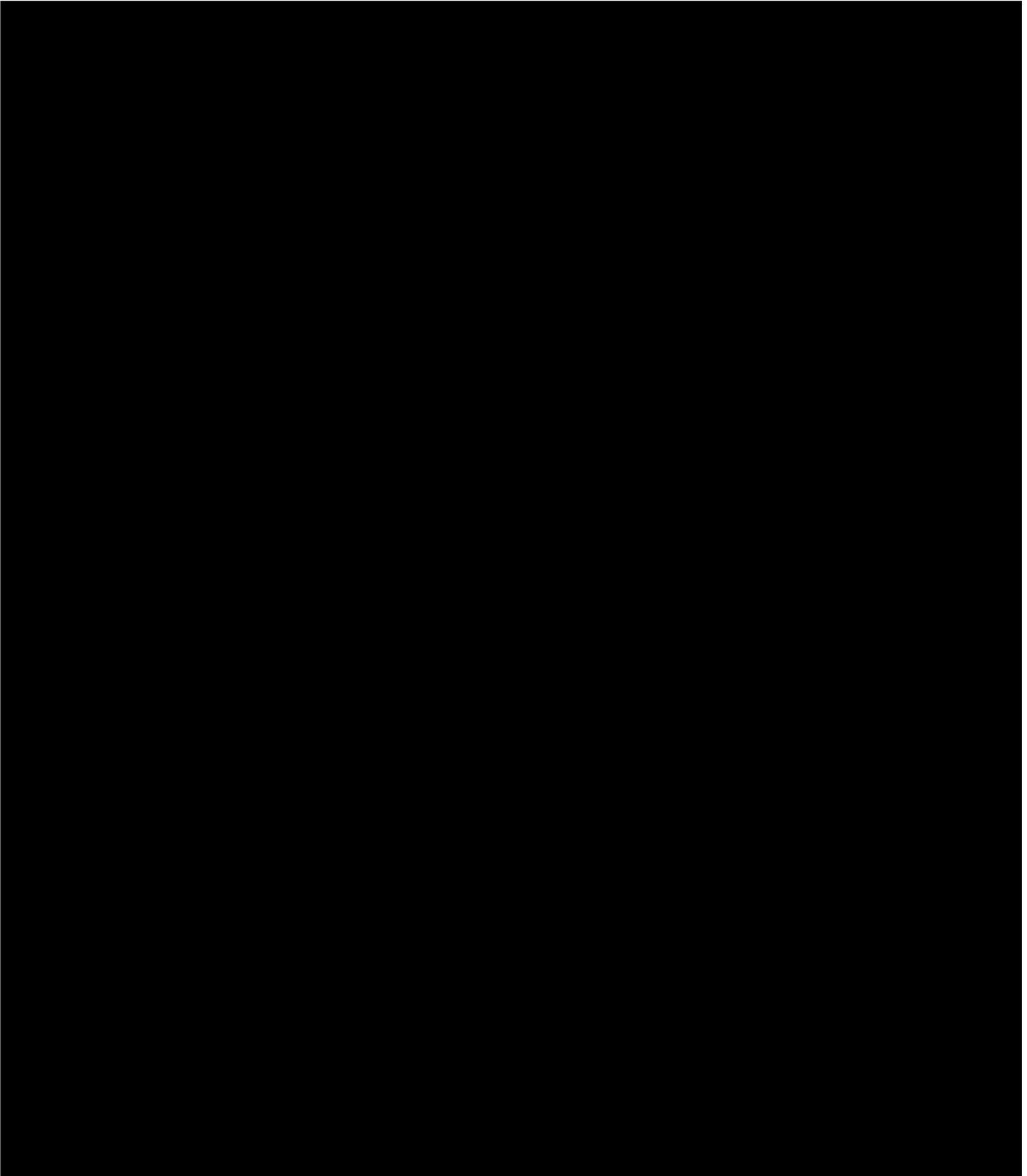
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



commercial info



commercial info



commercial & personal info

[Redacted signature block]

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

Yours faithfully

[Redacted signature block]

Service Manager – Provider Services
Shropshire Council

Contracts Manager
Shropshire Council