

European Union

Publication of Supplement to the Official Journal of the European Union

2, rue Mercier, 2985 Luxembourg, Luxembourg Fax: +352 29 29 42 670

Contract notice

(Directive 2004/18/EC)

Section I: Contracting authority

I.1) Name, addresses and contact	point(s):		
Official name: Shropshire Council		National ID: (if kn	own)
Postal address: Shirehall, Abbey For	egate		
Town: SHREWSBURY	Postal code: SY2	6ND	Country: United Kingdom (UK)
Contact point(s):		Telephone: +44 17	743252993
For the attention of:			
E-mail: procurement@shropshire.go	v.uk	Fax: +44 174325	3910
Internet address(es): (if applicable)			
General address of the contracting a	uthority/entity: <i>(UR</i>	L) www.Shropshire	e.gov.uk
Address of the buyer profile: (URL)			
Electronic access to information: (UI	RL)		
Electronic submission of tenders and	requests to particip	oate: <i>(URL)</i>	
Further information can be obtaine	ed from		
The above mentioned contact point	nt(s) Oother (plea	ase complete Anne	ex A.I)
Specifications and additional docu purchasing system) can be obtain		documents for co	ompetitive dialogue and a dynamic
The above mentioned contact point	nt(s) \bigcirc Other (plea	se complete Anne	ex A.II)
Tenders or requests to participate	must be sent to		
The above mentioned contact points.	nt(s) O Other (plea	ase complete Anno	ex A.III)
I.2) Type of the contracting authori	ity		
O Ministry or any other national or fe	ederal authority, inc	uding their regiona	al or local sub-divisions
O National or federal agency/office			
Regional or local authority			
O Regional or local agency/office			
O Body governed by public law			
O European institution/agency or int	ernational organisa	tion	
O Other: (please specify)			

I.3) Main activity

 \square Defence

oxtimes General public services

☐ Public order and safety
□ Environment
☐ Economic and financial affairs
□ Health
☐ Housing and community amenities
□ Social protection
☐ Recreation, culture and religion
□ Education
□ Other: (please specify)
I.4) Contract award on behalf of other contracting authorities
The contracting authority is purchasing on behalf of other contracting authorities:
● yes O no
information on those contracting authorities can be provided in Annex A

Section II: Object of the contract

II.1) Description:

II.1.1) Title attributed to the contract by the contracting authority :

Youth Activities Infrastructure Support Service

II.1.2) Type of contract and location choose one category only – works, such contract or purchase(s)			performance : ds most to the specific object of your	
O Works) Supplies	Services	
Execution	O Purchase		Service category No: 11	
☐ Design and execution	O Lease		Please see Annex C1 for service	
☐ Realisation, by whatever means of work, corresponding to the	O Rental		categories	
requirements specified by the	O Hire purchas O A combinati			
contracting authorities	O A combinati	on or these		
-				
Main site or location of works, place	of delivery or of	performance :		
NUTS code: UKG22				
II.1.3) Information about a public o	contract, a fram	nework agreement or	a dynamic purchasing system	
(DPS): ☑ The notice involves a public contra	act			
☐ The notice involves the establishm		vork agreement		
☐ The notice involves the setting up		•	5)	
9 .			,	
II.1.4) Information on framework a	agreement : (ii	f applicable)		
O Framework agreement with seven	ral operators	O Framework agr	eement with a single operator	
Number :				
(if applicable) maximum number: of participants to the framework agreement envisaged				
Duration of the framework agreem Duration in years: or in me				
•				
Justification for a framework agreement, the duration of which exceeds four years :				
-	s for the entire	duration of the frame	ework agreement (if applicable, give	
figures only) Estimated value excluding VAT:	Currency	:		
or Range: between : : and :	: Currer	ncy:		
Frequency and value of the contract	s to be awarded	i : (if known)		

II.1.5) Short description of the contract or purchase(s):

Shropshire Council on behalf of its Commissioning Directorate seeks to procure the provision of this service

The service will provide two distinct and related functions:

1. Infrastructure support for community based organisations which provide activities for young people (10-19, up to 24 with learning disability)

2. Commissioning practice support to Local Joint Committees (LJCs) who are responsible for commissioning youth activities in their area.

The service will provide information, advice and guidance to community based youth activity providers. It will also provide information, advice and guidance to Shropshire based local governance boards who are responsible for involving young people in the planning and delivery of youth activities, based on needs. The contract will start with a LJC development phase on 5th January 2015. Full implementation is expected to begin on 1st April 2015 for a period of two years. The maximum funding available for the development period is £15,000.

The maximum funding available for the full implementation period is £13,000. The contract will be for an initial period of 26 months with an option exerciseable on behalf of the council to extend for a maximum further period of 2 years.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79411100	

II.1.7)	Information about Government Procurement Agreement ((GPA))

The contract is covered by the Government Procurement Agreement (GPA): O yes • no

II.1.8) Lots: (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots: ○ yes ● no

(if yes) Tenders may be submitted for

O one lot only

O one or more lots

O all lots

II.1.9) Information about variants:

Variants will be accepted : ○ yes ● no

II.2) Quantity or scope of the contract:

II.2.1) Total quantity or scope: (including all lots, renewals and options, if applicable)

(if applicable, give figures only)

Estimated value excluding VAT: Currency:

Range: between: : and : Currency:

II.2.2) Information about options: (if applicable)

Options: O yes ● no

(if yes) Description of these options:

(if known) Provisional timetable for recourse to these options :

in months: or in days: (from the award of the contract)

II.2.3) Information about renewals : *(if applicable)*

This contract is subject to renewal: ○ yes ● no

Number of possible renewals: (if known) or Range: between: and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent

contracts:

in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months: 26 or in days: (from the award of the contract)

or

Starting: (dd/mm/yyyy)
Completion: (dd/mm/yyyy)

Section III: Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required: (if applicable)

See tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

See tender documentation

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: (if applicable)

See tender documentation

III.1.4) Other particular conditions: (if applicable)

The performance of the contract is subject to particular conditions : \bigcirc yes \bigcirc no (if yes) Description of particular conditions:

III.2) Conditions for participation:

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

Information and formalities necessary for evaluating if the requirements are met: See tender documentation

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

See tender documentation

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

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

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

See tender documentation

III.2.4) Information about reserved contracts: (if applicable)

- ☐ The contract is restricted to sheltered workshops
- ☐ The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: \bigcirc yes \bigcirc no (if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:
Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service:

yes O no

Section IV: Procedure IV.1) Type of procedure: **IV.1.1)** Type of procedure: Open O Restricted O Accelerated restricted Justification for the choice of accelerated procedure: O Negotiated Some candidates have already been selected (if appropriate under certain types of negotiated procedures): Oyes Ono (if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information) Justification for the choice of accelerated procedure: O Accelerated negotiated O Competitive dialogue IV.1.2) Limitations on the number of operators who will be invited to tender or to participate: (restricted and negotiated procedures, competitive dialogue) Envisaged number of operators: or Envisaged minimum number: and (if applicable) maximum number Objective criteria for choosing the limited number of candidates: IV.1.3) Reduction of the number of operators during the negotiation or dialogue: (negotiated procedure, competitive dialogue) Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated: Oyes Ono IV.2) Award criteria IV.2.1) Award criteria (please tick the relevant box(es)) O Lowest price or • The most economically advantageous tender in terms of O the criteria stated below (the award criteria should be given with their weighting or in descending order of

ullet the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

importance where weighting is not possible for demonstrable reasons)

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	

2.2) Information about electronic auction	10.	
.2.2) Information about electronic auction		
.2.2) Illioi illation about electronic auction		
n electronic auction will be used ○ yes ● no		
yes, <i>if appropriate</i>) Additional information about e	lectronic auction:	
yes, ii appropriate/ Additional information about e	rectionic adetion.	
.3) Administrative information:		
3.1) File reference number attributed by the co	ontracting authority: (if applica	able)
.3.2) Previous publication(s) concerning the sa	nme contract:	
yes • no		
yes) Prior information notice O Notice on a buy	or profile	
,	d/mm/yyyy)	
Other previous publications(if applicable)	a,,,,,,,,,,	
(3.3) Conditions for obtaining specifications ar	nd additional documents or de	scrintive document: (in
e case of a competitive dialogue)	ia additional documents of de	Scriptive document: (""
me limit for receipt of requests for documents or fo	or accessing documents	
ate: Time:		
ayable documents Oyes Ono		
yes, give figures only) Price: Currency:		
erms and method of payment:		
.3.4) Time limit for receipt of tenders or reques	ts to participate:	
ate: 24/10/2014 Time: 12:00		
2.3.5) Date of dispatch of invitations to tender o ase of restricted and negotiated procedures, and co		ndidates: (if known, in the
ate:		

IV.3.7) Minimum time frame during which the tenderer must maintain the tender: $\frac{1}{2}$ until: $\frac{1}{2}$

ΕN \square Other:

Official EU language(s):

or

Duration in months: 3 or in days: (from the date stated for receipt of tender)

IV.3.8) Conditions for opening of tenders:

Date: (dd/mm/yyyy) Time

(if applicable)Place:

Persons authorised to be present at the opening of tenders (if applicable):

Oyes Ono

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: (if applicable)

This is a recurrent procurement : (if yes) Estimated timing for further r		
VI.2) Information about European The contract is related to a project a (if yes) Reference to project(s) and/	nd/or programme financed by Europe	ean Union funds : ○ yes ⑨ no
VI.3) Additional information: (if ap	oplicable)	
VI.4) Procedures for appeal:		
VI.4.1) Body responsible for appear Official name: Postal address: Town: Telephone: E-mail:	al procedures: Postal code: Fax:	Country:
Internet address: (URL)		
Body responsible for mediation pr	rocedures (if applicable)	
Official name: Postal address: Town:	Postal code:	Country:
Telephone: E-mail: Internet address: (URL)	Fax:	h (") ((4 0)
VI/I VI I Adding of annaale: /nlaac	sa fill in haading VI 1 2 or if naad ha l	npaging VI /I /I)

VI.4.2) Lodging of appeals: (please fill in heading VI.4.2 or if need be, heading VI.4.3)

The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Postal address:

Country: Town: Postal code:

Telephone:

E-mail: Fax:

Internet address: (URL)

VI.5) Date of dispatch of this notice: 15/08/2014 (dd/mm/yyyy) - ID:2014-108548

Annex A Additional addresses and contact points

 Addresses and conta 	act points from which furthe	er information can be o	obtained
Official name:		National ID: (if know	n)
Postal address:			
Town:	Postal code:	Co	ountry:
Contact point(s):		Telephone:	
For the attention of:			
E-mail:		Fax:	
Internet address: (URL)			
II) Addresses and cont	act points from which spec	ifications and additior	nal documents can be obtained
Official name:		National ID: (if know	vn)
Postal address:			
Town:	Postal code:	Co	ountry:
Contact point(s):		Telephone:	
For the attention of:			
E-mail:		Fax:	
Internet address: (URL)			
III) Addresses and con	tact points to which tenders	s/requests to participa	te must be sent
Official name:		National ID: (if know	n)
Postal address:			
Town:	Postal code:	Co	ountry:
Contact point(s):		Telephone:	
For the attention of:			
E-mail:		Fax:	
Internet address: (URL)			
•	•		ntracting authority is purchasing
Official name	Shropshire Council is purch and any wholly owned local or other entity that is deeme authority by virtue of the Co	authority company ed to be a contracting	National ID (if known):
Postal address:	Shirehall, Abbey Foregate		
Town	Shrewsbury		Postal code SY2 6ND
Country	United Kingdom (UK)		

----- (Use Annex A Section IV as many times as needed) ------

Annex B Information about lots

Title attributed to	the contract by the contractin	g authority	
Lot No :	Lot title :		
1) Short descripti	on:		
-	urement vocabulary (CPV):		
Main vocabulary:			
3) Quantity or sco	ppe:		
(if known, give figu	res only) Estimated cost exclud	ing VAT:	Currency:
or			
Range: between :	and:		Currency:
4) Indication abou Duration in months or	at different date for duration of : or in days : (fr	f contract or starting/comprom the award of the contract	
-	(dd/mm/yyyy) (dd/mm/yyyy)		
5) Additional info	rmation about lots:		

Annex C1 – General procurement

Service categories referred to in Section II: Object of the contract Directive 2004/18/EC

Category No [1] Subject

- 1 Maintenance and repair services
- 2 Land transport services [2], including armoured car services, and courier services, except transport of mail
- 3 Air transport services of passengers and freight, except transport of mail
- 4 Transport of mail by land [3] and by air
- 5 Telecommunications services
- 6 Financial services: a) Insurances services b)Banking and investment services [4]
- 7 Computer and related services
- 8 Research and development services [5]
- 9 Accounting, auditing and bookkeeping services
- 10 Market research and public opinion polling services
- 11 Management consulting services [6] and related services
- Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
- 13 Advertising services
- 14 Building-cleaning services and property management services
- 15 Publishing and printing services on a fee or contract basis
- 16 Sewage and refuse disposal services; sanitation and similar services

Category No [7] Subject

- 17 Hotel and restaurant services
- 18 Rail transport services
- 19 Water transport services
- 20 Supporting and auxiliary transport services
- 21 Legal services
- 22 Personnel placement and supply services [8]
- 23 Investigation and security services, except armoured car services
- 24 Education and vocational education services
- 25 Health and social services
- 26 Recreational, cultural and sporting services [9]
- 27 Other services
- 1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.
- 2 Except for rail transport services covered by category 18.
- 3 Except for rail transport services covered by category 18.
- 4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.



As per email

Tel: (01743) 252993 **Fax**: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

AMC 002 - YOUTH ACTIVITIES INFRASTRUCTURE SUPPORT SERVICE SHROPSHIRE COUNCIL

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

- 1. Instructions for Tendering
- 2. Tender Response Document
- 3. Invitation to Tender
- 4. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is noon on Friday 24th October 2014, any tenders received after this time will not be accepted
- Tenders must be returned to the Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
- Tenders must be returned in plain envelope(s)/packaging using the label provided.
 Tender packaging must have no other markings or writing apart from the label provided
- Tenderers should not use their company franking machine and should check if returning their tenders via Royal Mail or a courier to ensure that no marks identifying you are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders cannot be accepted if:

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

Freedom of Information

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

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

Other Details

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

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

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

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

Yours faithfully



procurement@shropshire.gov.uk
Tel: 01743 252993

Enc



AMC 002 Youth Activities (YA) Infrastructure Support Service

Invitation to Tender: Commissioning Intentions & Specification Document

This opportunity will be publicised on 15 August 2014 on the Council's website. Clarifying questions can be submitted to procurement@shropshire.gov.uk until 10 October 2014.

The latest date for submission of applications will be 12 noon, 24 October 2014.

===

Shropshire Council seeks to procure this service externally on behalf of its Commissioning Directorate. The service will provide two distinct and related functions

- 1 of 2 Independent Infrastructure Support for community based organisations which provide activities for young people
- 2 of 2 Commissioning practice support to Local Joint Committees (LJCs) who are responsible for commissioning youth activities in their area.

The service will be delivered in the Shropshire area.

It will start on 5th January 2015 and end on 31st March 2017.

The Council is seeking applications from experienced infrastructure providers. The possible models for delivery include, but are not limited to

- Deliver the service as a single provider
- Deliver the service as a lead provider representing a consortium of providers

The contract will be awarded to one organisation. The organisation will be responsible for the delivery of the entire infrastructure support service and any pre-contract expert advice.

Content:		Page
Со	ntextual information	
1.	Our vision: What we want to achieve in Shropshire	3
2.	Our approach to achieving this	4
3.	Definitions and description of our future commissioning model	6
4.	Factors influencing future development	9
5.	Specification for Infrastructure Support Service	10
	5.1. Outcome requirements for the service	10
	5.2. Requirements for the infrastructure support provider	11
	5.3. Contract, contract review and monitoring	12
6.	Procurement process & tendering	14
	6.1. Timescales and dates	14
	6.2. Documents	14
	6.3. Evaluation of applications	15
	6.4 Transfer of Undertakings Regulations 2006 (TUPE)	15
Ар	pendix	
7.	Needs analysis and reach data	16
8.	Current Resource Analysis	18
9.	Other services in Shropshire who contribute directly to the wellbeing and development of young people	19
10.	Links to national context & local strategies	21

Foreword:

"National government sets the policy framework and an ambitious reform agenda, but it is at a local level that this comes together for young people. That is why Positive for Youth recognises and celebrates the key role of local leaders in designing and delivering services that meet the needs of their young people.

In communities, we have seen over the past year how the positive contribution of young people in shaping local services gives all young people a greater sense of ownership, which in turn makes the services more effective, and a stronger sense of belonging."

(Source: Positive for Youth: Progress since December 2011, HM Government, July 2013)

"The focus of public services **in Shropshire** is around building stronger communities together; in partnership with the communities we serve and with all stakeholders."

(Source: Shropshire Children, Young People & Families Plan 2014)

1. Our vision: What we want to achieve in Shropshire

As a local authority, Shropshire Council has a duty to secure, so far is reasonably practicable, equality of access for all young people to the positive, preventative and early help they need to improve their well-being.

We must also take steps to gain the views of young people and to take them into account in making decisions about services and activities for them.

Our strategic aim is to ensure that as many young people as possible, can access a wide range of activities after school, at weekends and in school holidays. These activities will be known collectively as Youth Activities and their purpose is to support young people's well-being, development of personal and social education and preparation for adulthood. These future Youth Activities will be part of Shropshire's Early Help Offer and young people will be involved in their development.

Why are we doing this?

The role of public services is changing. Shropshire Council is moving at pace to become a council that does more commissioning of activity and less direct delivery of services. We want to meet our statutory duty and continue to improve outcomes for young people in a sustainable way by

1) Gaining a better understanding of what activities young people need and want in their area.

- 2) Using this understanding and getting more young people involved in the commissioning and development of services in their area. This ensures a better fit of local resources with young people's needs.
- 3) Consider how aspirational personal and social development programmes, including National Citizen Service, and youth work and youth workers can contribute to meeting the needs of young people and reduce demand for more specialist services;
- 4) Determine which services and facilities need public funding and which can be secured through other means so that public funding is targeted primarily on young people at risk of poor outcomes;
- 5) Determine which services and facilities can be delivered by third parties so that the local authority delivers directly only where it is clearly best placed to do so.
- 6) Plan how to best support and grow the role of the voluntary, community and faith organisations including through a transparent commissioning process, given the benefits the sector can bring to work with young people, families and communities.

(Points 3-6: Extract from DfE Statutory Guidance 2012)

- 7) Developing a commissioning model, which is based on locality working, allows us to manage smaller budgets, based on evidence and outcomes and is more closely integrated with other support for children and young people.
- 8) Minimising bureaucracy and making best use of existing resources in the community and within the council.

These intentions contribute to two outcome areas in the Shropshire's Children, Young People and Families Plan 2014, namely

- No. 3 Ensuring the emotional wellbeing of children and young people by focusing on prevention and early intervention.
- No. 4 Keeping more children healthy and reducing health inequalities.

The plan emphasises the aim 'to add value by working together' and 'to build communities'. This development has the potential to contribute to both aims through local infrastructure development.

2. Our approach to achieving this

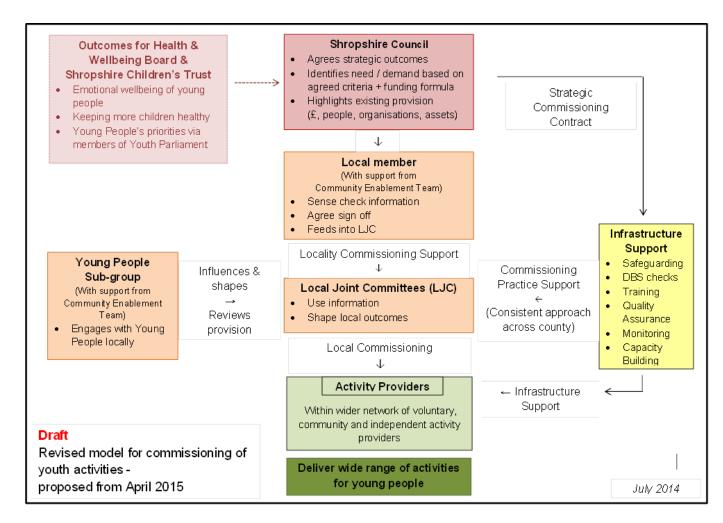
Our approach combines locality working with increased participation from young people and the community. We want to commission on the basis of needs, outcomes and partnership working.

Partnership working will be critical to this approach because

- Youth Activities are provided by a range of organisations, including but not limited to the council, the voluntary sector, the private sector, schools.
- The outcomes associated with youth activities contribute to the outcomes of many partner organisations, including but not limited to health and public health providers, crime prevention providers, education providers, social care providers.

Following extensive consultation and testing of some aspects of our earlier thinking, we want to implement the following commissioning model for youth activities from 1 April 2015. The model is described in section 3 of this document.

The service we seek to procure in this instance is represented by the yellow box in this model, labelled "Infrastructure Support". It is specified in section 5 of this document.



3. Description and definitions of the future commissioning model

Link to decision making session by Portfolio Holder for Leisure, Libraries & Culture http://shropshire.gov.uk/committee-services/ieListDocuments.aspx?Cld=295&Mld=2745&Ver=4

3.1 Description:

- Shropshire Council is the strategic commissioner for the implementation of this commissioning model and the contract resulting from this procurement.
- This service supports Shropshire's Early Help Offer, which emphasises prevention and early assistance for young people. Its outcomes are linked to the outcomes of our Health & Wellbeing Board and our Children's Trust.
- Each Local Joint Committee (LJC) will be responsible for commissioning youth activities for young people in their area from suitable activity providers.
- Where there is evidence of unmet need, an LJC will be allocated funding from the council, according to a funding formula. The formula will be based on factors relating to the overall available funding and a number of need related criteria.
- LJCs will engage young people, whose role it is to represent the views and needs of young people in their area and be involved in commissioning decisions at a local level.
- LJCs will be supported by local members, whose role it is to lead on this area of work and add local knowledge to the commissioning process.
- Local members and young people will be supported by the Community Engagement Team, whose role it is to support locality commissioning including this specific area of work.
- LJCs will also be supported by the Infrastructure Support provider, whose role it is to ensure that LJCs work to consistent, efficient and effective commissioning and procurement practice.
- All activity providers, whether commissioned by LJCs or otherwise, will be responsible for delivering a wide range of activities for young people that best meet local need.
- All activity providers, whether commissioned by LJCs or otherwise, can be supported by the Infrastructure Support provider, whose role it is to ensure that wherever possible, we have an activity provider market that has the capacity, reach, ability and willingness to respond responsibly and flexibly to the needs of young people in Shropshire.

3.2 Definitions:

By **young people** we mean those aged 10 to 19 in general and up to 25th birthday for those with learning disabilities.

By **youth activities** we mean youth work and other services and activities that:

- 1) Connect young people with their communities, enabling them to belong and contribute to society, including through volunteering, and supporting them to have a voice in decisions which affect their lives;
- 2) Offer young people opportunities in safe environments to take part in a wide range of sports, arts, music and other activities, through which they can develop a strong sense of belonging, socialise safely with their peers, enjoy social mixing, experience spending time with older people, and develop relationships with adults they trust;
- 3) Support the personal and social development of young people through which they build the capabilities they need for learning, work, and the transition to adulthood communication, confidence and taking the initiative (agency), creativity, managing feelings, planning and problem solving, relationships and leadership, and resilience and determination;
- 4) Improve young people's physical and mental health and emotional well-being;
- 5) Help those young people at risk of dropping out of learning or not achieving their full potential to engage and attain in education or training; and
- Raise young people's aspirations, build their resilience, and inform their decisions and thereby reducing teenage pregnancy, risky behaviours such as substance misuse, and involvement in crime and anti-social behaviour. (source: statutory guidance 2012)

By LJCs we mean Shropshire's Local Joint Committees. LJCs were introduced in Shropshire in 2008 and there are 31 LJCs. Boundaries are being reviewed currently. They are legally constituted, decision-making committees of Shropshire Council. They comprise local Shropshire councillors and representatives from each town or parish council within the LJC area. They provide strong local governance structures that empower local councillors, partners, town and parish councils and local communities to make decisions about how local assets and public money is best used locally; they in effect act as the local commissioner of activities prioritised by their local community.

By **commissioning** we mean

- Engaging with young people and using local needs analysis information to understand the needs of young people in an area
- Understanding the existing resources in an area
- Being clear about what outcomes are to be met for young people
- Planning how to best meet those outcomes
- Re-shaping existing services and/or procuring additional services
- Reviewing whether services are meeting outcomes

The **Community Enablement Team** (CET) works with and for people in local communities. The team's role is to support people in communities to take control of their lives, and to live in a place where they feel happy and safe, and where they can feel a sense of pride and ownership. The approach recognises that there are a considerable number of 'assets' within a community: public and community buildings; land; public; voluntary and community organisations; finance; and people with skills and expertise. Working collaboratively and in partnership to maximise the use of these assets will lead to better outcomes for individuals and communities.

By **locality commissioning support** we mean providing advice and guidance to LJCs to support their commissioning activities appropriate for the local context.

LJCs will be required to comply with the council's commissioning strategy, procurement and contracting practice. By **commissioning practice support** we mean

- Promoting a structured approach to general commissioning: analyse, plan, do and review of the commissioning cycle.
- Promoting the council's approach to commission via the council's commissioning strategy
- Advising on council's procurement and contract practice via the council's procurement strategy

By **existing resources** we mean facilities, activities, buildings and services supporting activities. This would include existing activities for young people, services developing leisure, sports and arts activities, services developing other community resources and volunteers, services providing activities for particular groups of young people.

Activity providers will be responsible for delivering youth activities. The aim of infrastructure support to activity providers is to increase activity providers' capacity and

capabilities to deliver a fun and engaging programme, which supports young peoples' personal and social education. It is a given that activity providers will benefit from this support. It is expected that the infrastructure support provider and the activity providers can also evidence how young people are benefiting from this support.

The Infrastructure Support Service is specified in section 5 of this document.

4. Factors influencing future development

The model we want to implement is a new approach. We anticipate that

- The model may adapt, based on what we learn from implementation
- The council will continue to evolve further into a commissioning organisation
- LJCs will continue to evolve as locality commissioning bodies
- Other public services, who we work in partnership with, will continue to evolve
- As locality commissioning evolves, solutions need to be increasingly responsive to local needs and resources
- There may be further changes in legislation and policy set nationally
- This service may be involved and will have to respond to learning from joint inspection of multi-agency arrangements for the protection of children (Ofsted)
- There may be further changes to resources, including funding arrangements
- There will be more collaborative working between organisations and creation of new organisations, such as VCS consortia and spin-outs from the public sector

5. Specification for Youth Activities Infrastructure Support Service

This section describes the outcome requirements for the infrastructure support service and the requirements for the provider. It will become part of the contract document.

5.1. Outcome requirements for the service

1 of 2 Independent infrastructure support for community based organisations, providing activities for young people

Outcomes associated with this:

- An activity provider market that has increased capacity, reach, ability and willingness
 to respond responsibly and flexibly to the needs of young people in Shropshire
- An activity provider market that can maximise use of resources and opportunities through coordination and collaboration
- Activity providers can evidence equality of access, safeguarding practice and how their work is improving outcomes for young people and how their work has contributed to young people's development.
- Activity providers report that they are satisfied with the support they receive and that they belief that the support given was in their best interest.
- Young people are engaged in activity planning & where appropriate in delivery

This includes, but is not limited to, that activity providers report that they are capable and confident to

- Set up or maintain a programme of safe, good quality activities, which improves outcomes for young people
- Set up or maintain a programme which is inclusive and encourages young people who may be reluctant to participate in activities
- Set up or maintain a programme which gives consideration to local health inequalities
- Safely recruit paid workers and volunteers to deliver youth activities
- Understand and develop the skills of their paid workers, volunteers and young people involved in delivery of activities
- Involve young people in activity planning / reviews and where possible, in delivery
- Involve the wider community in activity planning and where possible, in delivery
- Comply with Shropshire Safeguarding Children's Board's protocols and Early Help Pathway
- Comply with relevant aspects of health, safety and insurance requirements
- Link to national programmes for young people
- Apply for funding from a range of sources
- Understand and make the most of local or joined up transport opportunities.

2 of 2 Commissioning practice support to Local Joint Committees (LJCs) who are responsible for commissioning youth activities in their area.

This part of the service has to integrate closely with the locality commissioning support provided by the Community Engagement Team (CET).

Outcomes associated with this:

- Relevant LJCs are capable and confident to use consistent, efficient and effective commissioning and procurement practice
- LJC's and young people representatives report that they are satisfied with the support they receive to participate in commissioning
- Young people and stakeholders are engaged in commissioning and procurement
- The CET report that they are satisfied that this support complements their work effectively.

5.2. Requirements for the infrastructure support service provider

The model we want to implement is a new approach. We want to work with a provider

- Who will engage with us positively and pro-actively in pre-contract discussions and discussions throughout the period of this contract
- Who understands the local and national context of this work very well
- Who can familiarise themselves quickly and effectively with the local context: for example geography, activity provider market, general understanding on needs of young people, locality commissioning, procurement practice
- Who can work effectively and flexibly with a range of organisations and services who support the outcomes we wish to achieve for our young people
- Who can provide independent support and advice that is appropriate to the different needs of young people, types of activities and settings.
- Who is able to evaluate their own experience and the experience of organisations they support, while the model is being rolled out
- Who can reflect on this knowledge and work with the council's commissioners to develop and innovate the service
- Who can adapt the service to changing context

Outcomes associated with this

• Effective relationships with the council as strategic commissioner, the LJCs as local commissioners, youth activities providers, young people and their representatives, as well as wider stakeholders

By effective relationships we mean positive, clear and timely communications, a solution focused approach, constructive challenge and good understanding of contextual issues.

- Activities providers play a pro-active, collaborative and positive role in supporting young people's development
- Young people are enthusiastic and engaged in shaping services in their area

5.3 Contract, contract review and monitoring

The contract will be structured as follows:

		Maximum contract value* **
5 January 2015 –	Initial partial implementation	£15,000
31 March 2015		
1 April 2015 –	Year 1: Full implementation	£130,000
31 March 2016		
1 April 2016 –	Year 2: Full implementation	£120,000
31 March 2017		£10,000 incentive payment
		subject to performance

^{*}Note: Whilst we have given a maximum contract value, applicants are free to tender at a lesser cost.

At the council's discretion and subject to performance and context, a contract extension period of two years will be an optional part of the contract.

The rationale for the initial and partial implementation period is to support the early development of the LJCs, so that they are enabled to commission activities in time for 1^{st} April 2015.

During this period, the provider will work alongside the current infrastructure support partner, Shropshire Youth Association (SYA), who will continue to provide infrastructure support for activity providers who are affiliated with SYA.

Error! Not a valid link.

A performance related incentive payment is available for year 2. It can be claimed in July 2016, if the provider can evidence that 80% of supported activity providers have increased their capacity to deliver youth activities in the first 15 months of this contract.

^{**} Note: Funding for this service cannot be used to fund, deliver or procure activities for young people.

<u>Contract monitoring</u>: We will want to feel confident that our investment has been effective and that the service achieves the desired outcomes. By outcomes, we mean the outcomes described in section 5 and outcomes for young people (appendix section 10.6).

The contract will be monitored on a quarterly basis or more frequently if appropriate. At a minimum, we wish to know

- The number, nature and needs of activity providers who request infrastructure support
- The number of activity providers who receive infrastructure support
- The nature of the infrastructure support
- The impact of the infrastructure support
- The number of young people benefitting from the activity providers you support
- How infrastructure support is subsequently improving the outcomes for young people
- The number and needs of LJCs who request commissioning practice support
- The number of LJCs who receive commissioning practice support
- The nature of the commissioning practice support
- The impact of the commissioning practice support
- The number and characteristics of young people involved in local commissioning
- Financial statement of income, predicted and actual expenditure.

The details and format of contract management information will be discussed and agreed with the successful applicant in the pre-contract negotiations.

Social Value (source: SC Commissioning Strategy and SV framework)

The social, economic or environmental outcomes of this service can include

- Young people know how to avoid or manage the behaviours which impact on their long term health.
- Contribution to reduce criminal or anti-social behaviour
- People from a wide range of backgrounds are able to engage in volunteering activities

6. Procurement process & tendering

6.1 Timescales and dates

15 Aug 2014 (Fri)	Publish tender	
	Providers have 10 weeks to respond	
10 Oct 2014 (Fri)	Dead line for clarifying questions	
24 Oct 2014 (Fri)	12 noon - deadline for submission of application	
27 Oct – 7 Nov 2014	Evaluation of tenders	
13 Nov 2014	Clarification meeting with applicants, if required	
21 or 28 Nov 2014	Contact all applicants of decision	
1-12 Dec 2014	Cooling off period	
15 Dec 2014 (Mo)	Confirm successful applicant	
12 Jan 2015(Mo)	Contract starts	
12 Jan – 31Mar 2015	Initial partial implementation & handover	
	Pre-contract negotiations to finalise specification	
1 Apr 2015	Full implementation starts	
1 Apr 2015 –	Full implementation	
31 Mar 2017		

6.2 Documents

The Council is using a competitive open tender process.

The opportunity is known as AMC 002 and is advertised on the Council's tender opportunity page: www.shropshire.gov.uk/procurement.nsf/open/1A0F42A371DC199880256F6B005E2DEC

Applicants can request the tender documents by emailing procurement@shropshire.gov.uk

Applicants will be sent a

- Instructions for tendering
- Tender response document
- Commissioning Intentions & specification document
- The Council's general terms & conditions for a services contract.

Applicants will be required to follow instructions precisely.

6.3 Evaluation of applications

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

Some award criteria are made up of pass/fail questions which will provide proof of compliance and expertise.

Tenders will then be evaluated by a panel of three commissioners and a young person. Tenders will be judged against the award criteria, which are made up of quality (70%) and price (30%). The Tender Response Document describes how each criterion is weighted and marked.

6.4 Transfer of Undertakings Regulations 2006 (TUPE)

This service is specified in terms of outcomes. It is not specified in terms of organisational structure or functions. For this reason, it is unlikely that TUPE will apply. This gives the successful applicant the freedom to implement the service in innovative ways to achieve the outcomes.

Appendix

7. Needs analysis and reach data

We are currently refreshing a county wide needs assessment that will inform the new commissioning model with up-to-date figures. In the meantime, here is what we currently know about needs data, relating to 10-19 / 24+LD year olds.

Geography & population

Shropshire is a predominantly rural county covering an area of 319,736 hectares (3197 square kilometres or 1235 square miles). In 2012/13, Shropshire had 36731 young people aged 10 to 19. Council supported youth activities reached 11,190 young people (44%).

We estimate that Shropshire has 1107 10-24 year olds with learning disabilities. This figure is based on

- 997 young people aged 10-19 with a Statement of Educational Needs (source: Spring 2014 School Census)
- 110 20-24 year olds (source: SC Carefirst database, 3 Jan. 2014)

In 2012/13, Council supported youth and leisure activities reached 114 young people with learning disabilities via the Short Breaks programme (11%).

(source: Short Breaks data)

NEET: Number of young people not in education, employment or training In July 2014, we reported 388 16-19 year olds who were NEET. That figure represents 4.4% of all 16-19 year olds. (source: SWC IAG)

LAC: Looked after children

Shropshire currently has 165 10–18 year olds placed in care by Shropshire Council. We estimate that the number of 10-18 year olds placed in care in Shropshire by other local authorities is 317. (source: J. Fairborther, SEN team, June 2014)

Childhood Obesity

In 2010-2011 the prevalence of obesity at reception age was 23.9% compared to a national average of 22.6% and the prevalence of obesity in Year 6 was 31.7% (national average of 33.4%)

Youth Offending

In the period of July 2012 – June 2014 (2 years), 535 offences were recorded in Shropshire. (source: YOS data supplied to Families Solution Programme)

Young People's Substance Misuse Team

According to needs assessment data in 2010-2011 a total number of 69 young people were referred to Young people's Substance Misuse Services; of these 30 (43%) were aged under 16 and 39 were aged 16 years old or older (57%). In the same year a total of the 121 young people were recorded in treatment and 54 young people left treatment.

Jan to Mar 2012 showed a total of 101 young people were in contact with young people's treatment services.

The main substance used by young people at referral breaks down as

- Stimulants (12)
- Cannabis & alcohol (5)
- Alcohol only (5)
- Cannabis Only (1)

Autism related needs

- The National Autistic Society reports that autism is much more common than many people think. Their national statistics suggest that nearly 700 children and young people may be affected by autism at any one time in Shropshire.
- Autism West Midlands supports on average 240 children and young people per year in Shropshire.
- The CAMHS team reports that the number of children recorded on its database with a diagnosis of autism has stabilised around 100 per year since 2009.

Shropshire's Joint Strategic Needs Analysis (JSNA) www.shropshire.gov.uk/jsna.nsf

8. Current Resource Analysis

Currently, a range of services provide activities for young people. Some are delivered by the council directly, such as Positive Activities and some leisure services. Others are commissioned by the council and delivered by an external provider, such as some Short Breaks for children with disabilities and activities for Young Carers. Others are commissioned by schools, such as after school clubs and the school of music service. Other services run independently from the council, such as Wem Youth Club.

The council currently commissions an infrastructure support service, which supports voluntary activity providers. This contract will end on 31st March 2015. The current provider is Shropshire Youth Association (SYA). SYA is an independent organisation, which currently supports approximately 100 voluntary clubs. (http://www.sya.org.uk/)

In 2012/13, council funded provision reported 864,350 activities, attended by 11,190 young people overall. In 2013/14, council funded provision reported 861,804 activities, attended by 15,329 young people overall. It has to be noted, that in some youth sessions, 2-3 activities are on offer at the same time and are recorded separately. It also has to be noted that young people can attend more than one activity and are recorded separately.

These figures include activities delivered by the council via 47 weekly activity sessions and activities delivered by providers affiliated with SYA. The council currently owns 13 youth buildings and delivers youth club sessions in 9 rented building. Other venues operate independently from the council or privately.

In 2014/15, the council delivers 28 sessions per year, while support to SYA and some voluntary organisations continues.

Related resources:

139 primary schools

32 secondary schools

2 specialist schools (Severndale, Woodlands)

31 Children centre bases

5 Multi Agency Team bases

(Shrewsbury, Oswestry, Market Drayton, Broseley, Craven Arms)

45 GP Practices

Shropshire Children and Young People Summit is a forum for voluntary community sector representatives who support children and families. We believe that the forum currently represents 40 VCS organisations.

Resources are also identified in Shropshire's Joint Strategic Needs Analysis (JSNA) www.shropshire.gov.uk/jsna.nsf

9. Other services in Shropshire who contribute directly to the wellbeing and development of young people

Universal: 139 primary schools, 32 secondary schools, 45 GP practices,

leisure, sports & arts services; Family Information Service (FIS)

Targeted: Early Help pathway & single point of contact ("Compass")

(Early Help) 5 multi-agency team bases: Shrewsbury, Oswestry, Market Drayton,

Broseley, Craven Arms

Access to information, advice and guidance on learning and work (13-19)	IAG about learning and work
Targeted Mental Health Support (5-16) Promotion of emotional health & wellbeing to children and young people, families and professionals, using strategies to promote confidence & resilience. For example: SEAL (social and emotional aspects of learning), SUMO (stop, understand and move on), STAR (Skills treasure ambitions roles), emotional management tools Shropshire Council supports this way of working and supports the development by providing training. All Shropshire schools have accessed the training.	TAMHS
Family support workers target vulnerable families with children aged 0-5. This service is currently delivered by Shropshire Council.	Children Centres
Three coordinators provide support to parents and children (0-19) with autism related traits in the community and at home.	Autism West Midlands
Support for children (18 months – 16) in shelter & via outreach. Support can be one-to-one, play groups, creches, help with homework, outings. Currently delivered by Shropshire Housing Association.	Support for children of mothers in domestic violence shelter
Support workers give advice and help for children (13-19). Currently delivered by a range of agencies.	Young People Substance Misuse Team
Support workers to prevent escalation of needs relating to substance misuse, offending, homelessness, underachieving (13-19). This service is currently delivered by Shropshire Council.	Targeted Youth Support

Links to Troubled Families Initiative (no age criteria applies) The programme is about making positive change by helping families to take responsibility for their own issues, ambitions and sustainable solutions. It targets 455 families in Shropshire.	Family Solutions Programme
This could be applicable to households who reach the national 3 of 4 criteria: 1) Someone within the household who is involved in anti-social behaviour or an under 18 year old involved in crime. 2) Household affected by truancy or exclusion from school 3) Household with one adult who is on out-of-work benefits 4) Household causing a high-cost to taxpayers This service is currently coordinated by Shropshire Council.	
Supports families by mediating in Family Group Conferences. This service is currently delivered by Shropshire Council.	Family Group Conferencing

Specialist: 2 specialist schools (Severndale, Woodside);

Child and Adolescent Mental Health Service (CAMHS):

The specialist Tier 3 service is currently delivered by Shropshire Community

Health Trust;

Children Safeguarding Services:

Social Care (0-18) currently provided by Shropshire Council;

10. Links to national context & local strategies

10.1 HM Government: Positive for Youth: progress since December 2011 (July 2013) https://www.gov.uk/government/publications/positive-for-youth-progress-since-december-2011

Key messages:

- In 2011, Positive for Youth set out a vision of the way in which young people should be supported to realise their potential through the combined efforts of their families, their local communities and the State. It was a joint statement, developed by nine Government Departments, working closely with local government and the wider youth sector, and informed throughout by young people themselves. Key to the vision of Positive for Youth is that all those working with young people should accept a stake in their futures and that young people themselves should inform decisions, shape provision and inspect quality.
- The Positive for Youth vision focusses on supporting success rather than preventing failure. It states that too often, society focuses on the negative aspects of young people

 crime, unemployment and engagement with risky behaviours – and forgets the positive contributions of the majority.
- Progress since Dec 2011:
 - Young people are increasingly involved in policy making and service shaping, as reported by British Youth Council and UK Youth Parliament.
 - Support for out of school and extra-curricular activities: e.g. National Citizen Service for 16 & 17 year olds; military ethos programme; cadets units;
 - Refreshed statutory guidance for local authorities on youth services
 - Funded the development of Outcomes Framework for Young People's Services by the Young Foundation.
- The impact to date:
 - Number of 18 year olds in education, employment and training (EET) still varies
 - Number of 16-17 in education and work-based learning has increased
 - o Number of 19 year olds achieving Level 2 qualification has increased
 - Progress is encouraging regarding young people's contact with criminal justice system, alcohol and drugs usage and under 18 conception.
 - o Number of 16-19 year old volunteers is increased
 - Young people report improved well-being ratings

10.2.1 NHS partnership: Children & Young People's health and wellbeing in changing times

http://www.nhsconfed.org/Publications/reports/Pages/Children-and-young-peoples-health-and-wellbeing-in-changing-times.aspx

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/21 6852/CYP-report.pdf

Key messages:

- In the past few years, improving children and young people's mental health and wellbeing has become a higher priority.
- Engaging and involving children and young people is an essential part of transforming services and we need to do more to make this happen.
- Reference to report of the children and young people's health outcomes forum: (Source: CYPHO Forum report, 2012)

"Those who work with children outside the healthcare system, such as teachers and youth workers, have an important contribution to make to improving health outcomes."

"As well as understanding their physical health needs, children and young people need those working with them to understand the importance of good support for emotional health and well-being. This is of the utmost importance."

"Generally, children and young people want knowledge of health issues to extend beyond health professionals – for example to teachers and youth workers – particularly so that they can support those who do not have parents to help them to access and translate health information and advice."

10.3 NHS: 5-19 Healthy Child Programme (HCP)

http://webarchive.nationalarchives.gov.uk/20130107105354/http:/www.dh.gov.uk/prod consum dh/groups/dh digitalassets/documents/digitalasset/dh 108866.pdf

Key messages:

- The 5–19 HCP recognises the key role of both health and non-health professionals in promoting children's and young people's wellbeing and is therefore aimed at the full range of practitioners in children's services. These include wider services for children and young people (e.g. youth workers, local youth justice services and the voluntary sector).
- Referring to 'hard-to-reach' children and young people, the guidance acknowledges that
 "Youth workers, charities and other voluntary sector organisations, often working in
 outreach or non-traditional settings, can make significant contributions to the health and
 wellbeing of such young people."

10.4 CMO's annual report 2012: Our children deserve better

(CMO = Chief Medical Officer)

https://www.gov.uk/government/publications/chief-medical-officers-annual-report-2012-our-children-deserve-better-prevention-pays/cmos-annual-report-2012-our-children-deserve-better-cmos-summary-as-a-web-page#contents

Extract on **building resilience**:

"The seminal work of researchers such as Sir Michael Rutter clearly identifies the importance of ensuring that young people are equipped with the skills and knowledge to navigate the complexities of life. Rutter uses a powerful metaphor to explain the importance of this approach. We vaccinate our children against infection by using modified strains or parts of the infective organism that we are aiming to protect against (eg measles). This means that, while we cannot fully eliminate the risk to young people of exposure to the pathogen, they are equipped later when challenged to mount a successful immune response. Similarly, we need to develop strategies to enable young people to be able to mount successful responses against life's challenges, and to do this we need to inoculate them and thus develop resilience. By exposing young people to low doses of challenges, in safe and supported environments, we strengthen their ability to act effectively later in life."

10.5 DfE, June 2012: Statutory guidance

(DfE = Department for Education)

http://media.education.gov.uk/assets/files/pdf/s/statutory%20guidance%20on%20la%20youth%20provision%20duty.pdf

Key messages:

• With the right supportive relationships, strong ambitions and good opportunities all young people can realise their potential and be positive and active members of society. Most get these from and through their families and friends, their school or college and their wider community enabling them to do well and to prepare for adult life. All young people benefit from additional opportunities and support, but some young people and their families, particularly the most disadvantaged and vulnerable, need specific additional and early help to address their challenges and realise their potential.

It is therefore local authorities' duty to secure, so far is reasonably practicable, equality of access for all young people to the positive, preventative and early help they need to improve their well-being. This includes youth work and other services and activities.

- Responsibilities of local authorities:
 - Involving young people
 - Securing access to sufficient services and activities

10.6 Young's Foundation outcomes framework for young people (July 2012)
http://youngfoundation.org/publications/framework-of-outcomes-for-young-people/

Key messages

 Young people are living, learning and negotiating transitions to adulthood and independence in an increasingly complex and challenging world, in which they face greater levels of choice and opportunity, but also unprecedented uncertainty and risk. This calls for empowered, resilient young people, who play an active role in navigating these paths.

There is substantial and growing evidence that developing social and emotional capabilities supports the achievement of positive life outcomes, including educational attainment, employment and health. Capabilities such as resilience, communication, and negotiation are also increasingly cited as being the foundations of employability.

- Many services play a vital role in building young people's social and emotional capabilities, through the process of personal and social development.
- This Framework of Outcomes for Young People is designed to highlight the fundamental importance of social and emotional capabilities to the achievement of all other outcomes for all young people. It proposes a model of seven interlinked clusters of social and emotional capabilities that are of value to all young people, supported by a strong evidence base demonstrating their link to outcomes such as educational attainment, employment, and health.

These are communication, confidence & taking the initiative (agency), planning & problem solving, relationships and leadership, creativity, resilience & determination and managing feelings.

At a frontline workers meeting in March 2014, we discussed and recorded how this framework applies to young people in Shropshire.

10.7 National Youth Agency: A practical guide for measuring outcomes for young people http://www.nya.org.uk/resource/future-outcomes-practical-guide-measuring-outcomes-young-people/

Key messages:

 Outcomes are the answer to the "So what?" question: "So what difference does it all make?" Outcomes may relate to behaviour, skills, knowledge, attitudes, values, condition, or other attributes. As outcomes relate to significant changes for young people, they tend to be achieved over months or years. Impact is the effect of a project or programme at a higher or broader level in the longer term, after a range of outcomes has been achieved. It

- Distinguishes between intrinsic and extrinsic outcomes, between individual and social outcomes.
- Recommends understanding who wants to know what and using a number of tools to 'measure' whether outcomes have been achieved.

10.8 FPM: Young People friendly neighbourhoods

(FPM = A training and development provider in the Young People Friendly Neighbourhoods project)

http://www.fpmonline.co.uk/FPMOnline/media/FPM/Documents/YPFN-low-res.pdf

Key messages:

- Young People Friendly Neighbourhoods (YPFN) is a well-designed scheme which has achieved notable results in a short time. The principles that underpinned YPFN were sensible and an important part of the scheme's success.
- There is a growing recognition, particularly in local government, that we must analyse and approach communities as sets of assets not just bundles of need.
- Makes six propositions
 - 1: Community-led partnerships
 - 2: A bedrock of community relationships
 - 3: Commissioning by communities
 - 4: Community investment over time
 - 5: A community premium
 - 6: One set of services

10.9 DCMS: Creating a sporting habit for life (January 2012)

(DCSM = Department for Culture, Media & Sport)
https://www.gov.uk/government/publications/creating-a-sporting-habit-for-life-a-new-youth-sport-strategy

Key messages:

 Helping young people to continue to play sport outside school, college or university, when faced with the huge range of activities and other distractions competing for their time, is crucial to creating a sporting habit for life. We know young people are drawn to a variety of different types of clubs and we want to make sure we engage as many young people as possible in sport. Sport England will establish a dedicated funding stream for local community clubs who will support our aim of creating a sporting habit for life.

10.10 National Citizenship Scheme (NCS)

http://www.ncsyes.co.uk/

Key messages:

- NCS supports activities for 16 & 17 year olds in England to help young people build skills for work and life. Activities run through spring, summer and autumn. They involve a short time away from home and participation in a team project that supports the local community.
- In Shropshire, the scheme is delivered by three local delivery partners:
 - The council's Positive Activities service
 - Engage for life
 - o Shrewsbury Town Football Club Community Team

10.11 DfE: Working together (From 15 April 2013)

http://www.education.gov.uk/aboutdfe/statutory/g00213160/working-together-to-safeguard-children

This guidance sets out how organisations and individuals should work together to safeguard and promote the welfare of children. It is aimed at all relevant professionals and volunteers who work with children and young people, who should comply with the guidance unless exceptional circumstances arise so that they can respond to individual children's needs appropriately.

Key messages:

- Safeguarding children the action we take to promote the welfare of children and protect them from harm is everyone's responsibility. Everyone who comes into contact with children and families has a role to play.
- Safeguarding and promoting the welfare of children is defined for the purposes of this guidance as:
 - o protecting children from maltreatment;
 - o preventing impairment of children's health or development;
 - ensuring that children grow up in circumstances consistent with the provision of safe and effective care; and
 - o taking action to enable all children to have the best outcomes.

 Voluntary organisations and private sector providers play an important role in delivering services to children. They should have the arrangements described in chapter 2 paragraph 4 of this guidance in place in the same way as organisations in the public sector, and need to work effectively with the LSCB. Paid and volunteer staff need to be aware of their responsibilities for safeguarding and promoting the welfare of children, how they should respond to child protection concerns and make a referral to local authority children's social care or the police if necessary.

10.12 NYA: Hear by Right

http://www.nya.org.uk/our-services/hear-right/

This guidance on engaging with young people is considered good practice and is already applied in Shropshire.

Key messages:

- Hear by Right helps you follow best practice on the safe, sound and sustainable participation of children and young people in the services and activities they take part in.
- Developed by the National Youth Agency, Hear by Right can be used by any
 organisation working with young people. It helps provide evidence of the
 participation that is already happening in your organisation and shows you how to
 plan for more.
- Hear by Right helps children, young people and adults work together to plan for change. It can be used at both strategic and operational levels across partnerships, departments and single organisations.

10.13 Role & priorities of Shropshire Children's Trust (SCT) http://www.shropshiretogether.org.uk/childrens-trust/

- Shropshire Children's Trust (SCT) is a partnership of agencies and representatives of young people and parents. Its vision is that
 - "All children and young people, including those who are vulnerable or disadvantaged, will be able to be healthy, safe and reach their potential, supported by their families and the wider community. In short, Shropshire will be a place where children and young people can flourish."
- SCT focuses on four outcome areas
 - 1) Ensuring that children and young people are safe and well looked after in a supportive environment
 - 2) Narrowing the achievement gap in education and in work

- 3) Ensuring the emotional health and wellbeing of children and young people by focusing on prevention and early intervention
- 4) Keeping more children healthy and reducing health inequalities
 The outcomes of youth activities have an impact on all of the SCT outcome areas.

10.14 Shropshire's Safeguarding Children Board

http://www.safeguardingshropshireschildren.org.uk/scb/index.html

- Partnership of agencies working together to keep children safe. Shropshire
 Safeguarding Children Board (SSCB) was established in April 2006 and is the key
 statutory mechanism for co-ordinating local work to safeguard and promote the
 welfare of children and ensuring the effectiveness of that work.
- SSCB sets the standard of safe practice of working with children across all agencies supporting children and young people in Shropshire. Everyone involved in the delivery of youth activities is required to work to the protocols set by the SSCB.
- The SSCB Threshold document (in what's new section) sets out the clear criteria for taking action and providing help across this full continuum. All professionals and volunteers are required to understand and adhere to this document.

10.15 Relationship to Early Help Offer in Shropshire

http://shropshire.gov.uk/early-help/

- Early Intervention and prevention theoretically encompass the full spectrum from universal prevention programmes for all children and young people to targeted programmes aiming to divert children from the care system or other very specialist services. Youth activities are therefore a part of early intervention and prevention.
- Early help means providing support as soon as a problem emerges, at any point in a child's life, from the foundation years through to the teenage years. Providing early help is more effective in promoting the welfare of children than reacting later. (Working Together 2013)
- Early Help services in Shropshire are designed on the assumption that most families can support themselves through information and advice. However some families require additional support to help them achieve good outcomes. This additional targeted / preventative support is termed Early Help.

- Youth activities are a universal service to all young people and targeted activities to
 vulnerable groups. For this reason it is in a position to identify young people and families
 who need Early Help or specialist support. It is also in a position to take on young people
 who have had support and are now capable of participating in universal activities.
- Youth activities therefore play a step up / step down role in the Early Help pathway.

10.16 Relationship to health related outcomes Public Health & Shropshire Health & Wellbeing Board & Relationship with Shropshire Clinical Commissioning Group (CCG)

Public Health commissioning transferred to Shropshire Council on 1 April 2013. This means that the council is now responsible for commissioning the Healthy Child Programme 5-19.

- Outcome #2: People are empowered to make better lifestyle and health choices for their own and their family's health and wellbeing
 - o Support more people to have a healthy weight.
- Outcome #3: Better emotional health and wellbeing for all
 - Improve the emotional health wellbeing and mental health of children and young people, by focusing on prevention and early support.

Youth activities support both of these outcomes by promoting physical activity and emotional and social development.

Closely linked to this is the YMCA's **Young Health Champions** project. The project is funded by Department of Health and aims to recruit young people as health ambassadors and young health consultants. In Shropshire, 17 health champions have been recruited to promote key health messages around physical activity, smoking cessation, drugs and alcohol, mental health and sexual health to their peers.

10.17 Relationship with County Sports Partnerships (CSP)

https://www.sportengland.org/our-work/local-work/county-sports-partnerships/ http://www.shropshiretelfordwrekinsportspartnership.org.uk/

Key message

• Energize Shropshire, Telford & Wrekin is one of a network of 49 County Sports
Partnerships (CSPs) in England. Their vision is to "Enable all people in Shropshire, Telford

& Wrekin to benefit from everyday involvement in sport and physical activity". Their remit includes children and young people and community development.

• Energize implement their vision by supporting the development of local sport clubs.



INSTRUCTIONS FOR TENDERING

AMC 002 - YOUTH ACTIVITIES INFRASTRUCTURE SUPPORT SERVICE

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council on behalf of its Commissioning Directorate seeks to procure the provision of this service externally.

The service will provide two distinct and related functions:

- 1. Infrastructure support for community based organisations which provide activities for young people (10-19, up to 24 with learning disability)
- 2. Commissioning practice support to Local Joint Committees (LJCs) who are responsible for commissioning youth activities in their area.

The service will provide information, advice and guidance to community based youth activity providers. It will also provide information, advice and guidance to Shropshire based local governance boards who are responsible for involving young people in the planning and delivery of youth activities, based on needs. The contract will start with a LJC development phase on 5th January 2015. Full implementation is expected to begin on 1st April 2015 for a period of two years.

The maximum funding available for the development period is £15,000. The maximum funding available for the full implementation period is £130,000 per year.

The contract will be for an initial period of 26 months with an option exercisable on behalf of the council to extend for a maximum further period of 2 years.

Index

Sectio	<u>n</u>	<u>Description</u>	<u>Page</u>
1.0		Invitation to Tender	3
2.0		Terms and Conditions	3
3.0	3.1 3.2 3.3 3.4	Preparation of Tenders Completing the Tender Response Document Tender Preparation and Cost Parent Company Guarantee Warranty	4 4 4 5 5
4.0		Tender Submission	5
5.0		Variant Bids	6
6.0		Tender Evaluation	6
7.0		Clarifications	7
8.0		Continuation of the Procurement Process	7
9.0		Confidentiality	8
10.0		Freedom of Information	9
11.0		Disqualification	10
12.0		E-Procurement	11
13.0	13.1 13.2 13.3	Award of Contract Award Criteria Award Notice Transparency of Expenditure	11 11 11 11
14.0		Value of Contract	11
15.0		Acceptance	11
16.0		Payment Terms	12
17.0		Liability of Council	12
18.0		Declaration	13

1.0 <u>Invitation to Tender</u>

- You are invited to tender for the provision of Youth Activities Infrastructure Support Service as detailed in the Tender Response Document. The contract will be for an initial period of 26 months commencing on the 5th January 2015 with an option exercisable on behalf of the council to extend for a maximum further period of 2 years.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 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.
- The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pretender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pretender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 <u>Preparation of Tenders</u>

3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
 - a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- **3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's

requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

- 3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 <u>Tender Submission</u>

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of noon, Friday 24th October 2014. One hard copy and one CD copy of your Tender Response Document must be returned.
- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is

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

5.0 <u>Variant Bids</u>

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

6.0 Tender Evaluation

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

7.0 Clarifications

- **7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2 Any queries arising in relation to this invitation to tender should be raised in writing to procurement@shropshire.gov.uk quoting the contract reference and title.
- **7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- **7.4** All queries should be raised as soon as possible (in writing), in any event not later than **10**th **October 2014**.
- All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- **8.1** The Council shall not be committed to any course of action as a result of:
 - i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise:
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- **9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- **9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- **9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- **9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- **9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer: or
- **9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- **9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

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

11.0 Disqualification

- **11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless

misrepresentation in supplying any information required; or

- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 <u>E-Procurement</u>

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

14.0 <u>Value of Contract</u>

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

15.0 Acceptance

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 5th January 2015.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender

in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 <u>Liability of Council</u>

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 <u>Declaration</u>

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)	
Dato			



Tender Response Document

AMC 002 - YOUTH ACTIVITIES INFRASTRUCTURE SUPPORT SERVICE

Name of TENDERING ORGANISATION (please insert)

SHROPSHIRE YOUTH ASSOCIATION

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council on behalf of its Commissioning Directorate seeks to procure the provision of this service externally.

The service will provide two distinct and related functions:

- 1. Infrastructure support for community based organisations which provide activities for young people (10-19, up to 24 with learning disability)
- 2. Commissioning practice support to Local Joint Committees (LJCs) who are responsible for commissioning youth activities in their area.

The service will provide information, advice and guidance to community based youth activity providers. It will also provide information, advice and guidance to Shropshire based local governance boards who are responsible for involving young people in the planning and delivery of youth activities, based on needs.

The contract will start with a LJC development phase on 5th January 2015.

Full implementation is expected to begin on 1st April 2015 for a period of two years.

The maximum funding available for the development period is £15,000.

The maximum funding available for the full implementation period is £130,000 per year.

The contract will be for an initial period of 26 months with an option exercisable on behalf of the council to extend for a maximum further period of 2 years.

Instructions for the completion of this document

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

Contents

Section	Description	Page	
A1	Form of Tender	5	
A2	Non-Canvassing Certificate	6	
A3	Non-Collusive Tendering Certificate	7	
A4	Declaration of Connection with Officers or Elected Members of the Council	8	
,	You must sign all 4 certificates in sections A1 to A4		
В	Applicant Organisation Details	9	
С	Financial & Insurance Information	11	
D	Outstanding Claims & Contract Terminations	13	
E	Health & Safety and Equal Opportunities	14	
F	Contract Experience and References	20	
G	Accreditations and Skills Level	21	
Н	Tender Schedule	22	

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1, 2 & 3	Adequate Health & Safety, Equal Opportunities and
	Safeguarding
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
	Price 30% (300 marks)	
Section H / Q 1.1	Price	30% / 300 max marks
	Total for price	30% / 300 max marks
	Quality 70% (700 marks)	
Section H / Q 1.2	Robustness of financial model	5% / 50 max marks
Section H / Q 2.1	Understanding of context	6.5% / 65 max marks
Section H / Q 2.2	Provider market building	6.5% / 65 max marks
Section H / Q 2.3	Coordination	6.5% / 65 max marks
Section H / Q 2.4	Safe access and YP outcomes	6.5% / 65 max marks
Section H / Q 2.5	YP involvement	6.5% / 65 max marks
Section H / Q 2.6	Commissioning practice	6.5% / 65 max marks
Section H / Q 2.7	Impartiality & approp	6.5% / 65 max marks
Section H / Q 2.8	Learn & innovate	6.5% / 65 max marks
Section H / Q 2.9	Communications	6.5% / 65 max marks
Section H / Q 2.10	Social value	6.5% / 65 max marks
	Total for quality	70% / 700 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	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.
	9	
Good	8	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.
	7	
Acceptable	6	Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	
Minor Reservations	4	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.
	3	
Serious Reservations	2	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.
	1	
Unacceptable	0	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.

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

The tender receiving the highest mark for quality overall will receive the full 70% available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality overall.

Price Evaluation and scoring

Total price will be taken from tender response to question 1 in section H. The most competitively priced tender will receive the maximum mark for price being **300**. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section A: 1. Form of Tender

	Form of Tender
Shropshire Tender for Yo	Council uth Activities Infrastructure Support Service
whole, or in pa Infrastructure	at this, our tender, represents an offer to Shropshire Council that if accepted in art, will create a binding contract for the provision of Youth Activities Support Service at the prices and terms agreed and subject to the terms of the nder documentation and the General Terms and Conditions, copies of which we
Signed	Name:
Date 22 nd Oc	etober 2014.
Designation:	Chair of Trustees.
Company	SHROPSHIRE YOUTH ASSOCIATION
Address	WALKER HOUSE, RADBROOK COMPLEX,
	RADBROOK ROAD, SHREWSBURY
	Post Code SY3 9BJ
Tel No	01743 254687 Fax No -
E-mail addres	SS SS
Web address	www.sya.org.uk

Section A: 2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

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

We further hereby undertake that 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 us or acting on my/our behalf will do any such act.



Status: Chair of Trustees

Status; Principal Youth Officer

(For and on behalf of SHROPSHIRE YOUTH ASSOCIATION)

Date 22nd October 2014.

Section A: 3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

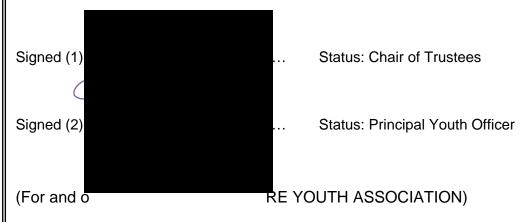
To: Shropshire Council (hereinafter called "the Council")

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

We certify that this is a bona fide Tender, intended to be competitive and that 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.

We also certify that we have not done and undertake that 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.



Date 22nd October 2014.

Section A:

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

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

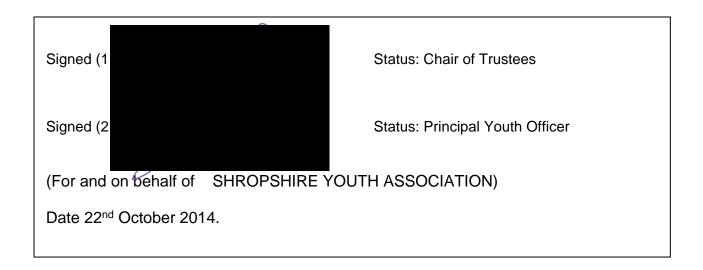
Yes

If yes, please give details:

Name	Relationship

Please note:

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



<u>Section B</u>: Applicant Organisation Details

1.	Applicant Details		
1.1	Name of contracting Company/Organisation: SHROPSHIRE YOUTH ASSOCIATION Address: WALKER HOUSE, RADBROOK COMPLEX RADBROOK ROAD SHREWSBURY		
	Postcode: SY3 9BJ		
	Tel: 01743 254687 Email:		
1.2	Registered name (if different from above):		
	Registered Office Address:		
	Postcode:		
	Company registration number:		
1.3	Details of the individual completing this application and to which we may correspond:		
	Name: Job title: PRINCIPAL YOUTH OFFICER		
	Correspondence Address: WALKER HOUSE, RADBROOK COMPLEX RADBROOK ROAD SHREWSBURY Postcode: SY3 9BJ		
	Tel: 01743 254687 Email:		
1.4	Type of Organisation (please tick all those appropriate):		
(a)	Sole trader		
(b)	Partnership		
(c)	Private Limited Company		
(d)	Public Limited Company		
(e)	Charity/Social enterprise	✓	
(f)	Franchise		
(g)	Public Sector Organisation		
1.5	Are you a Small or Medium Sized Enterprise (SME) *An SME can be defined as an enterprise which employs fewer than 250 people	YES	

	If No, Please confirm you are an enterprise which employs more than 250 people	N/A
--	--	-----

2.	Company History/Background *	
2.1	Date Charity established: 1987	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:	
	Registered Name:	
	Registered Address:	
	Postcode: Registration Number:	
	Trogical autori Transport	
2.4	How many years has your company been providing infrastructure support?	
	years	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of infrastructure s	upport

Section C: Financial & Insurance Information

1.	Insurance Details		
*	Why do we need to know this?		
	We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.		
	Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.		
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance		YES
(b)	Please detail the relevant policy i apply to the policy.	information and state if any condition	ons or exceptions
	Name of Insurance Company	ACE EUROPEAN LTD	
	Date policy taken out	1 ST APRIL 2014	
	Expiry date of the policy	31 ST MARCH 2015	
	Policy number/reference		
	Conditions/Exceptions		
1.2 (a)	Please confirm that you hold a m Liability Insurance.	inimum of £2,000,000 Employer's	YES
(b)	Please detail the relevant policy i apply to the policy.	information and state if any condition	ons or exceptions
	Name of Insurance Company	ACE EUROPEAN LTD	
	Date policy taken out	1 ST APRIL 2014	
	Expiry date of the policy	31 ST MARCH 2015	
	Policy number/reference		
	Conditions/Exceptions		
1.3	Please enclose photocopies of you		Enclosed YES

2. **Financial Details** Why do we need to know this? Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required. How the Council evaluates this information will vary given the nature of the contract to be awarded. 2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts Account Company **Enclosed** Surplus/Deficit Year Turnover 2011/12 YES 2012/13 YES YES 2013/14 (If exact figures are not available please provide your best estimate of the figures required) 2.2 Please show below your company's turnover in the provision of infrastructure support, in the last three financial years. (Please insert figures – do not refer to attached accounts) **Turnover in relation to Infrastructure Support** Year Service 2011/12 2012/13 2013/14 (If exact figures are not available please provide your best estimate of the figures required)

Section D: Outstanding Claims and Contract Terminations

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

2.	Contract Terminations/Deductions
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. NONE
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. NONE

Section E: Health & Safety, Equal Opportunities and Safeguarding

1.	Health & Safety at Work	
*	Why do we need to know this?	
	We need to ensure that all companies that work with Shropshire Council are operate safely. We assess this by asking questions about arrangement contract stage and continue to monitor ongoing performance with all conversing on our behalf.	ts at the
	Health & safety measures do not have to be expensive, time constrouplicated – especially for smaller companies. In fact, safer and more working practices can save money and greatly improve working conditional employees. Shropshire Council is committed to promoting safe and proposed working practices to companies as it recognises the benefits this can companies competing for business both for local authority contracts and else	efficient itions for ortionate bring for
	Information to help small companies is available on the Health and Safety Ex (HSE) website.	recutive's
	Health and Safety Executive's website: http://www.hse.gov.uk/	
	Looking after your Business: http://www.hse.gov.uk/business/	
	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm	
1.1	Does your organisation have a formal health and safety policy or statement?	YES
	*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)	
	Please tick here if copy enclosed	
1.2	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?	YES
1.3	If YES to 1.2 please supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply the following details as well as a copy of any certification of the supply	ficates.
	Accrediting Organisation: IOSH, through Shropshire Council	
	Reference No: N/A	
	Date accreditation expires or is to be renewed: N/A	
	Please tick here if a copy of certificate attached	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what meas have taken to ensure the issue(s) will not re-occur).	ures you
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe values procedure, or safety method statements.)	working
1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given.	
1.10	Does your company monitor: (a) Accidents	YES
	(b) III health caused by work	YES
	(c) Health & Safety Performance	YES
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES

1.12	Please state how many accidents have be RIDDOR (The Reporting of Injuries, Dise Regulations) in the last 2 years. No. of accidents reported under RIDDOR last year No. of accidents reported under RIDDOR this year Does your company consult with employed of the property	Total NONE NONE ees on health a	erous Occurrences	YES
1.14	Will you be using any sub contractors as	part of this con	tract?	NO
1.15	If YES to 1.14 please give details of who	your sub contra	actors are.	
1.16	If YES to 1.14 how do you ensure they a	re competent?		
1.17	Where do you get your competent health	and safety adv	ice?	

2.	Equal Opportunities	
*	Why do we need to know this?	
	The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.	
	We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.	
	The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.	
	Information to help small companies is available at:	
	Equality and Human Rights Commission -	
	http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/	
	Useful links for guidance & Information - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/	
2.1	How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?	Enclosed YES
	- UK/EU equalities and discrimination legislation includes:-	
	- Human Rights Act 1998	
	- Equality Act 2010	
	Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.	
	SEE ATTACHED EQUAL OPPORTUNITIES POLICY	
2.2	As a contractor providing a public service on behalf of a local authority, you he to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to comply with the General Duties of the Public Sector Equality Duty as outlined to the Public Sector Equality Duty Duty Duty Duty Duty Duty Duty Du	•
	 Eliminate discrimination, harassment and victimisation that is unlated the Equality Act 2010; 	wful under
	 Advance equality of opportunity between those who share protected characteristics and those who do not; 	ed
	 Foster good relations between those who share protected characters those who do not. 	eristics and

	How do you promote equality in your service delivery and towards your emp management as part of your operations?	loyee
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	
2.7	(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9) How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression? Please provide evidence of the above.	
2.8	Do you have a grievance process to address all complaints relating to perceived discrimination? Provide evidence for the above SEE ATTACHED EQUAL OPPORTUNITIES POLICY	YES

2.9	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.	N/A
	Confirmed	

3.	Safeguarding of adults and children	
	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:	
	"Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)"	
	"Statement of government policy on adult safeguarding" (May 2011)	
	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	
3.1	As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html	
	Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760	
_	We certify that we are familiar with and committed to deliver our service in compliance	
	Status PRINCIPAL YOUTH OFFICER	
	(For and on behalf of SHROPSHIRE YOUTH ASSOCIATION	
	Date 22nd OCTOBER 2014	

Section F: Contract Experience and References

Contract Experience and References Contract Experience and References Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled.

	Name of Organisation/Company	Contact name, address & telephone number & email	Annual value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)	
1					1 st April 2012 – 31 st March 2013	
2					1 st April 2013 – 31 st March 2014	
3					1 st April 2014 – 31 st March 2015	
4					6 th Dec 2009 - 5 th Dec 2014	
5					1 st Aug 2012 – 31st Mar 2013	

6			
7			
8			
9			
10			

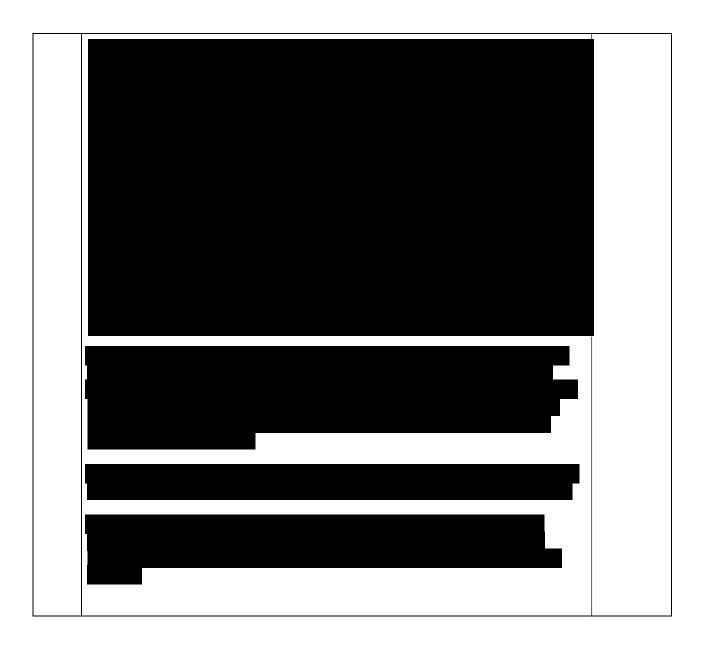
Section G: Accreditations and Skills Level

1.	Accreditations							
1.1	Please list any professional or trade organisations by which your organisation is accredited. You should only list those that are relevant to this contract and which will support your application.							
	Please state whether the award belongs to the company or an individual.							
	Name of Awarding Organisation/Body	Level of Accreditation			Date Achieved		Date of Expiry/ Renewal	
	Please provide copies of the proof of the qualifications.	e certi	ficates you h	ave given abov	e or oth	ner	Е	nclosed NO
1.2	Please state any formal quality assurance systems relevant to this contract, which your organisation operates.							
	Name of Awarding Organisation/Body		gistration Number	Name of Qu Assurance S		Date Achieve	ed	Date of Expiry/ Renewal
	Please provide copies of the	e certi	ficates you h	ave given abov	e or oth	ner	Е	nclosed
	proof of the qualifications.							NO

Section H: Tender Schedule

Applicants are advised to read the invitation to tender and questions carefully. Answers should be accurate and specific to this tender opportunity.

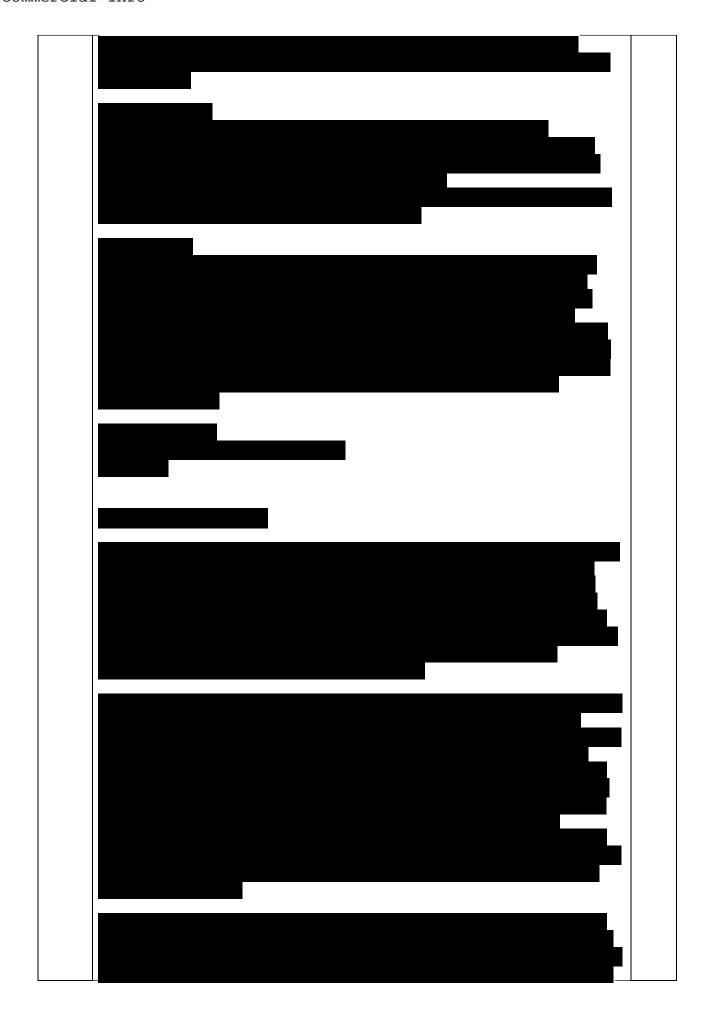
1.	Pricing Schedule					
		Max. Mark				
1.1	What is the amount of funding you are applying for over the 26 months contract period?					
1.2	Describe how you plan to use the available funding to resource the service by completing, and where relevant adding to, the table below: Provide detail on Cost per annum (£) Staff Organisational costs Other resources (provide detail) Explain below how you have derived your cost figures. (Applicants are free to describe how they may use their own resources to complement the council's funding). YAISS Devel.	50				

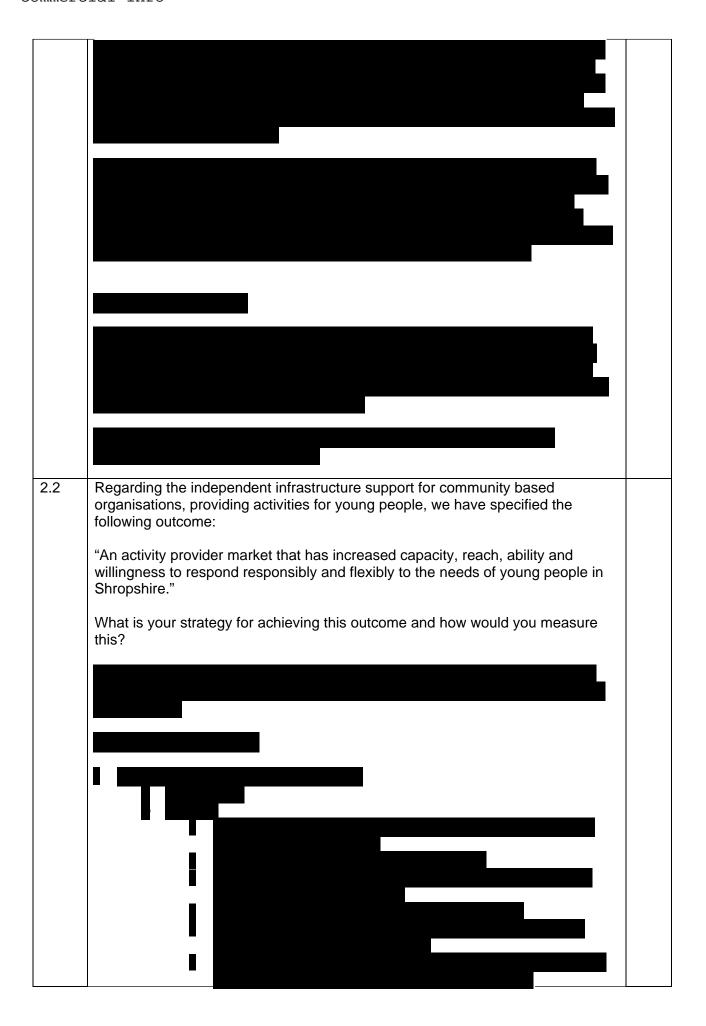


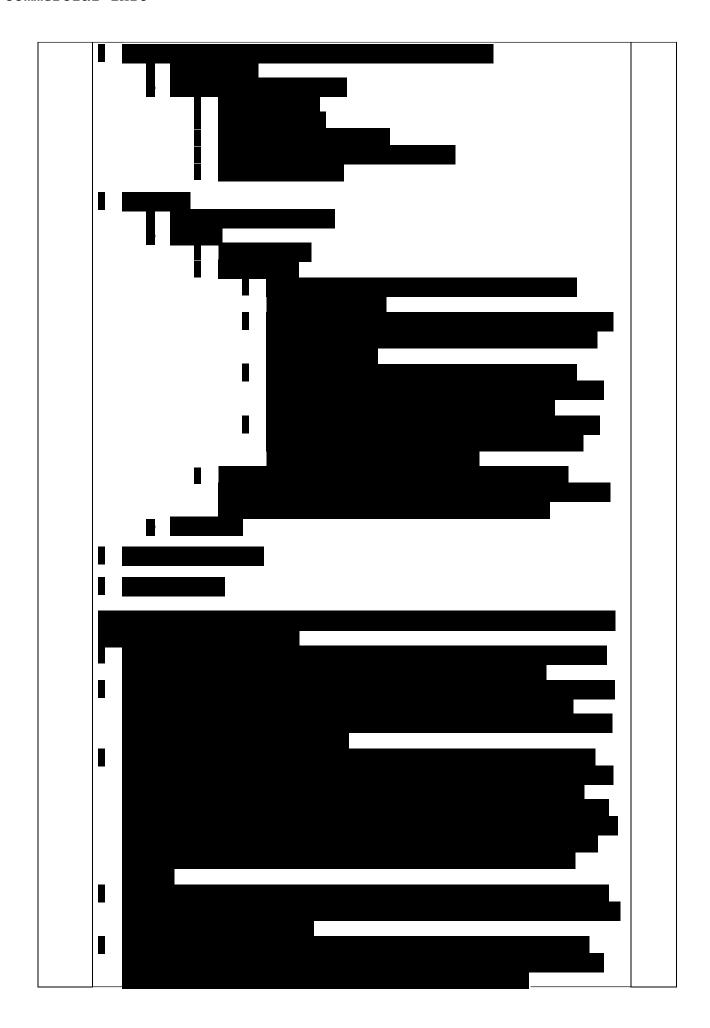
commerc

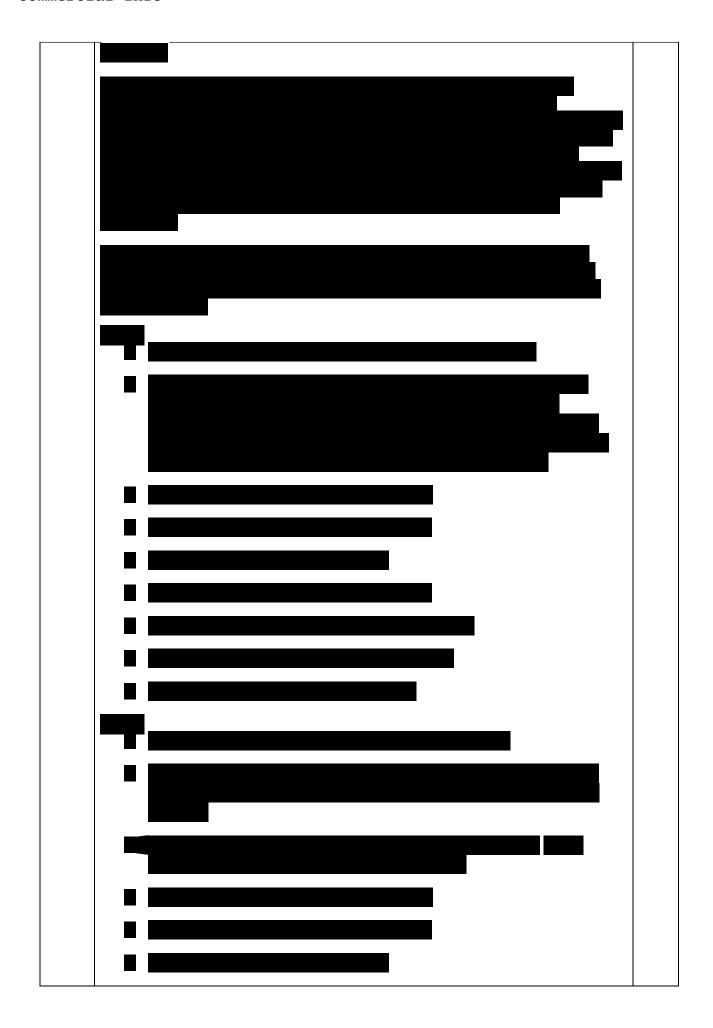
ial info

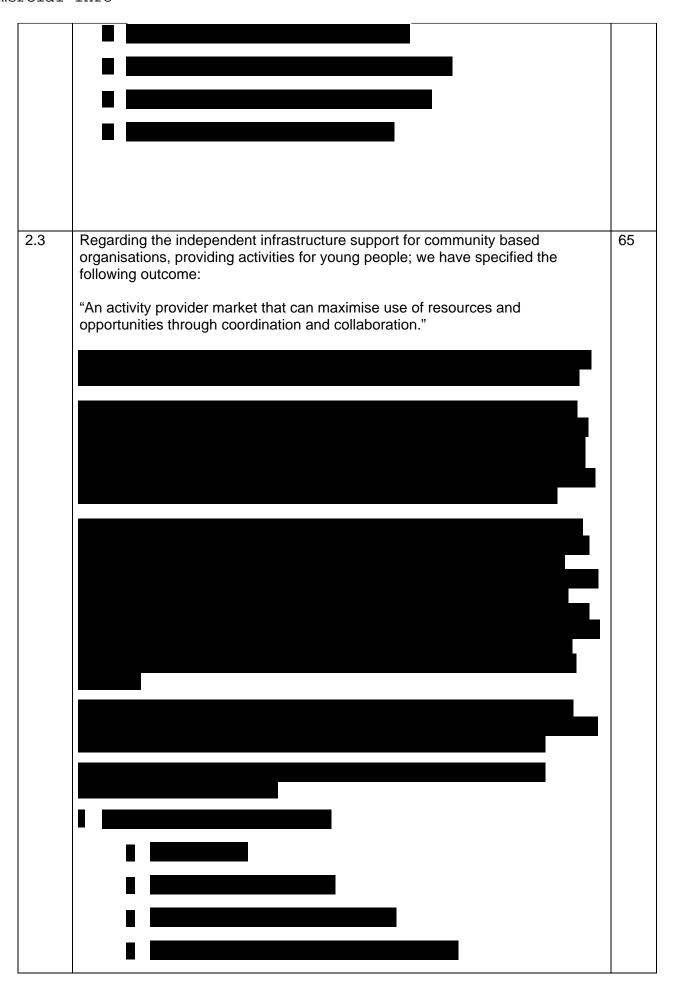
2.	Tender Specification Response	
		Max. Mark
2.1	Regarding our requirements for the infrastructure support service provider, we have specified that we want to work with a provider, who understands the local and national context of this work very well.	65
	In order to demonstrate your understanding of the local and national context, as referred to in the invitation to tender, please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required Youth Activities Infrastructure Support Service. (Maximum 1000 words)	

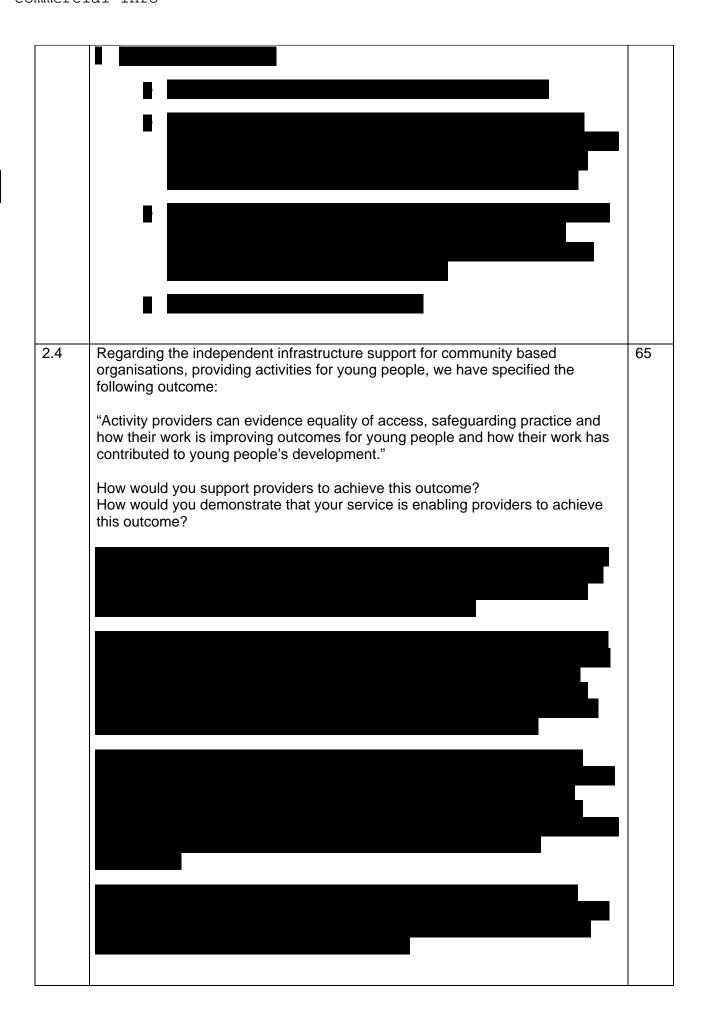


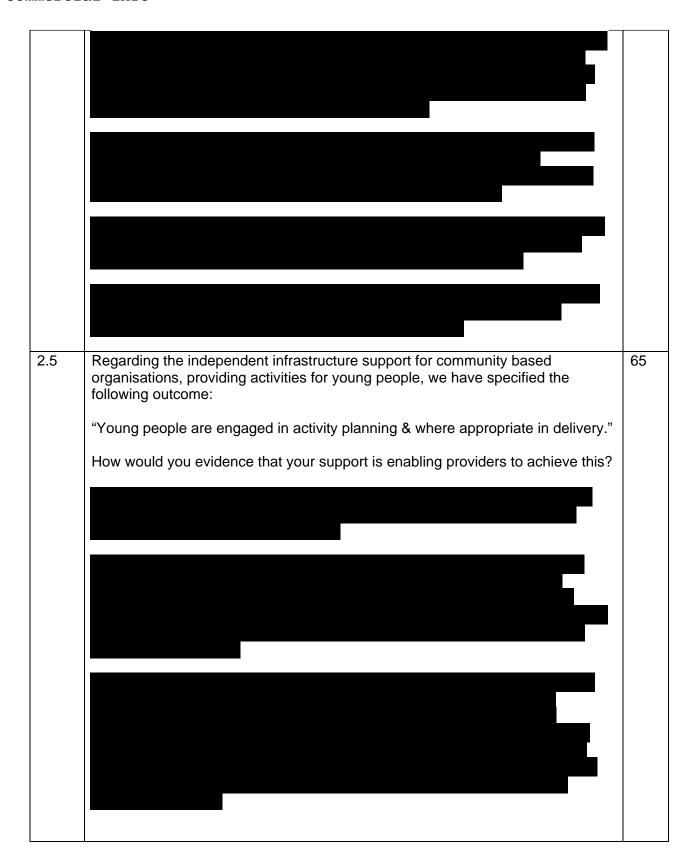


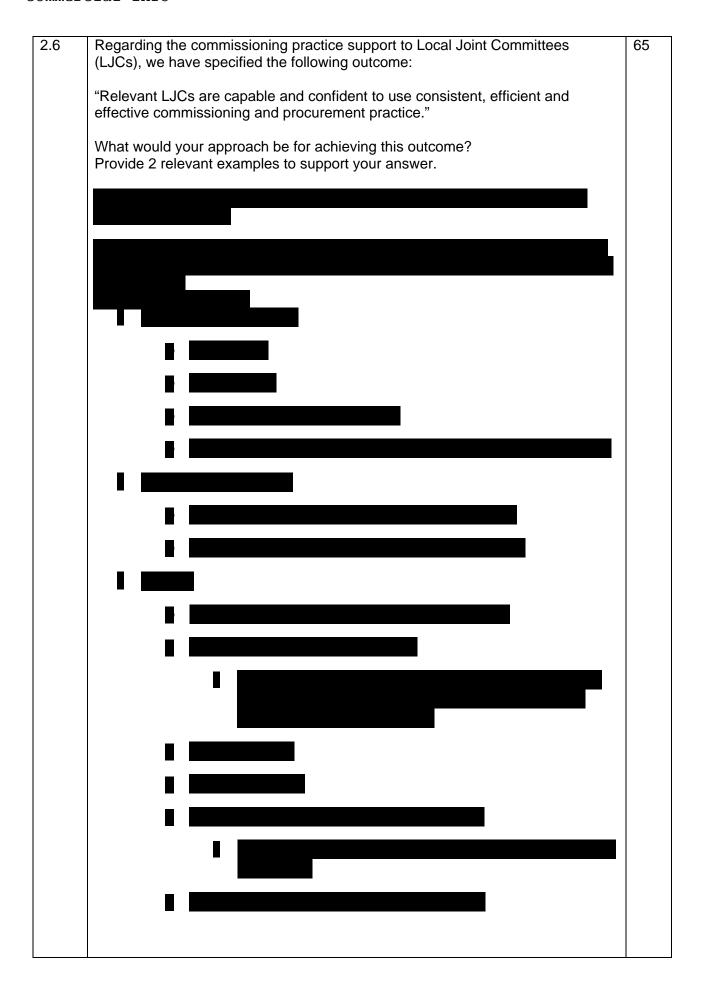


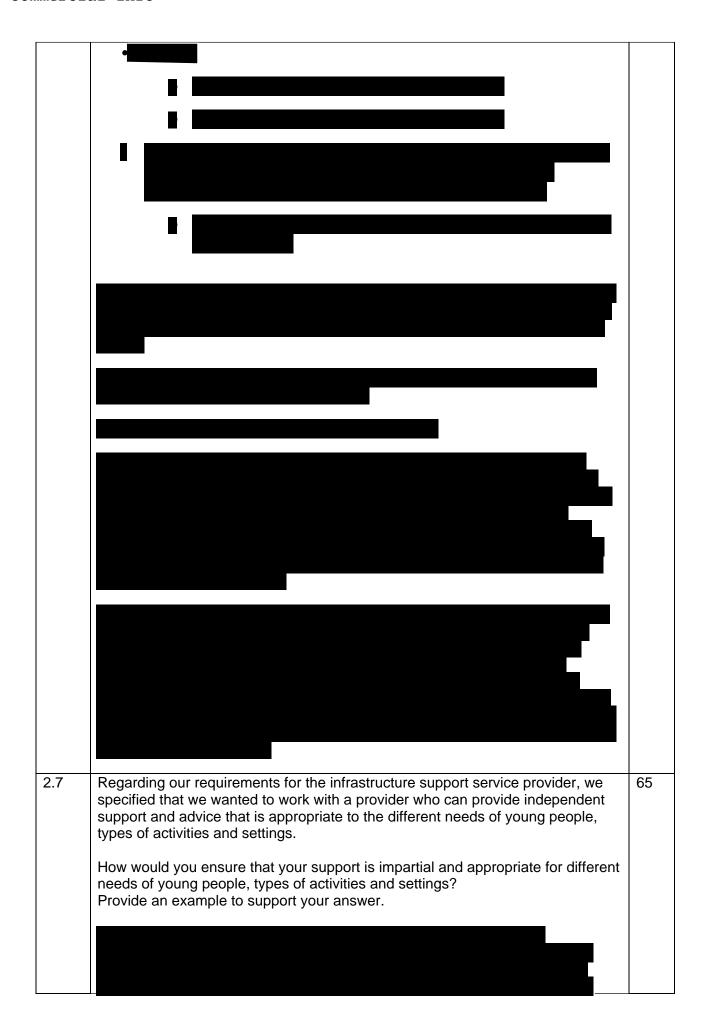


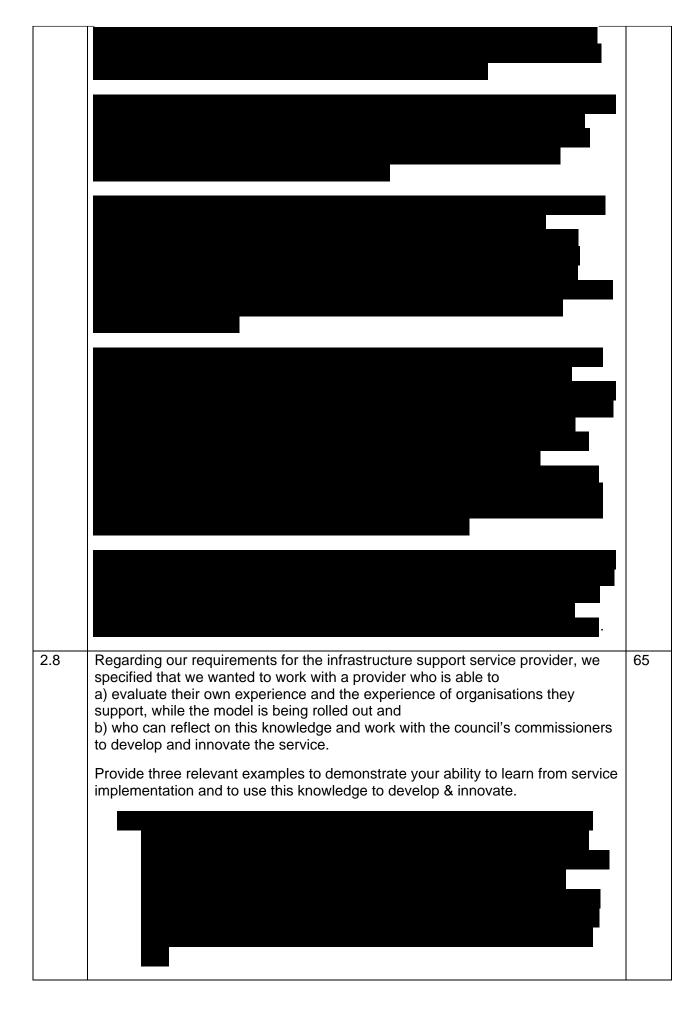


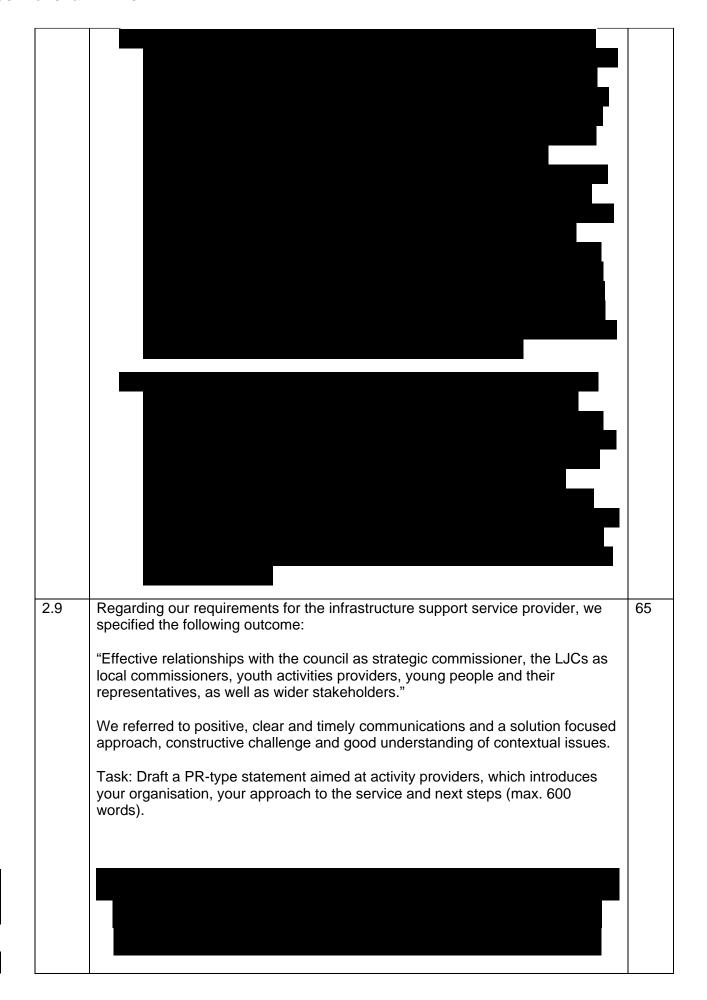


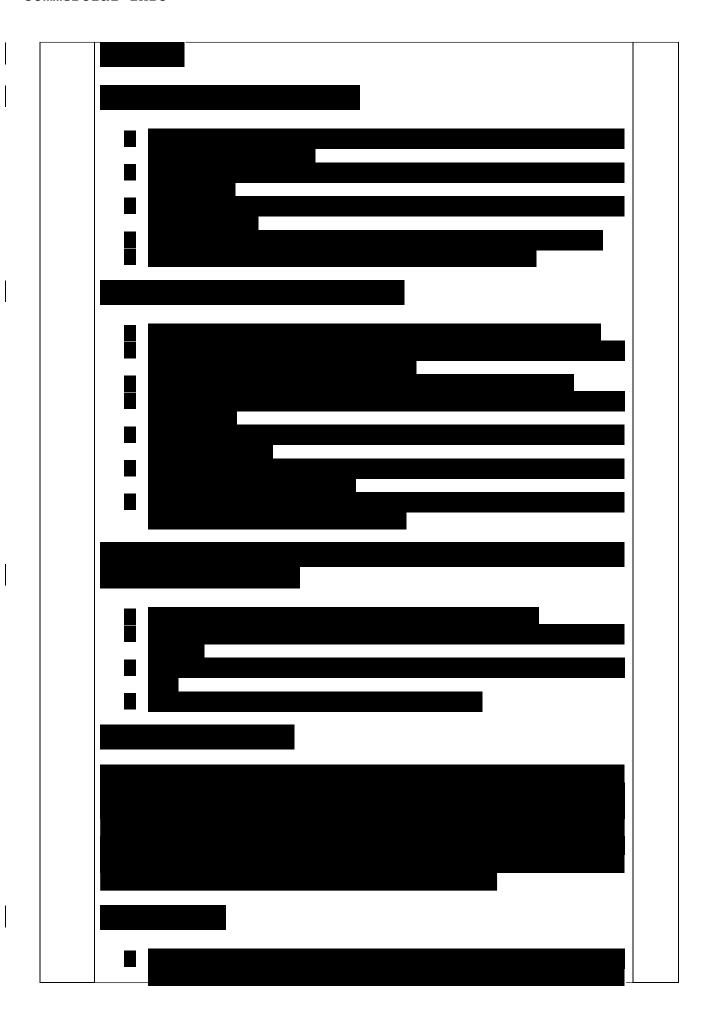


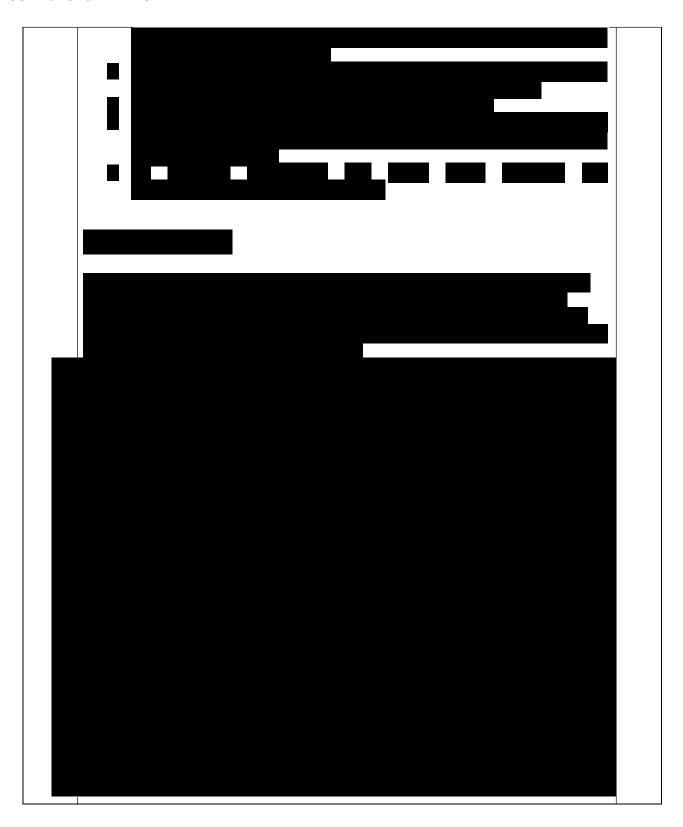


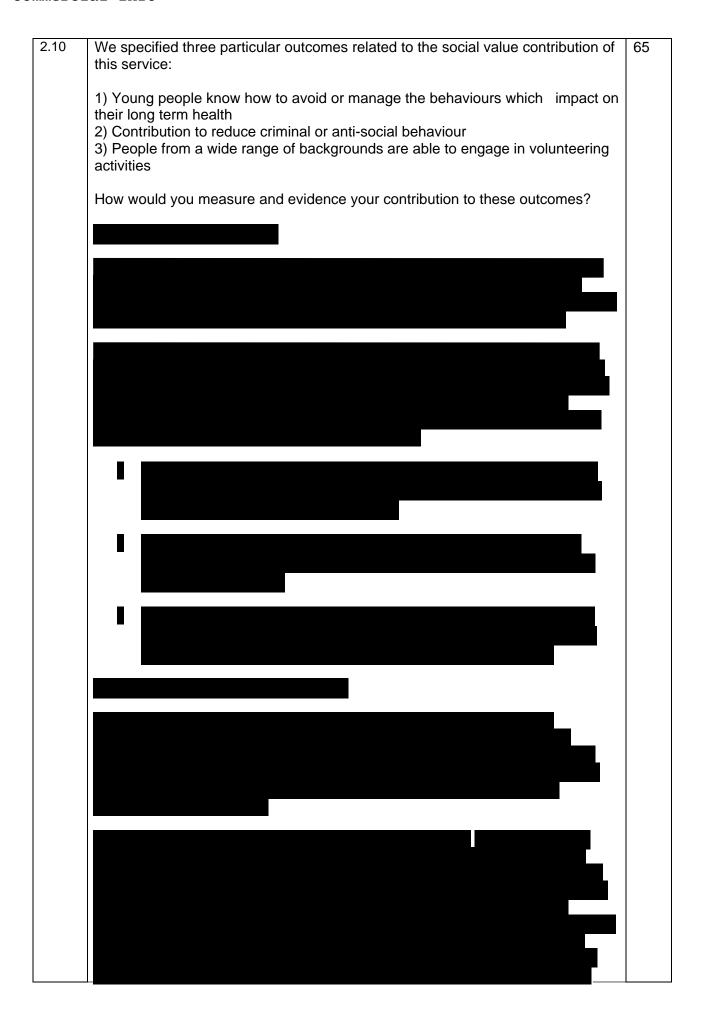
















personal & commercial info

Shropshire Youth Assocation Walker House, Radbrooke Complex, Radbrook Road, Shrewsbury SY3 9BJ



Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 27 November 2014

Dear

AMC 002 & Youth Activities Infrastructure Support Service

SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 8 December 2014.

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



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

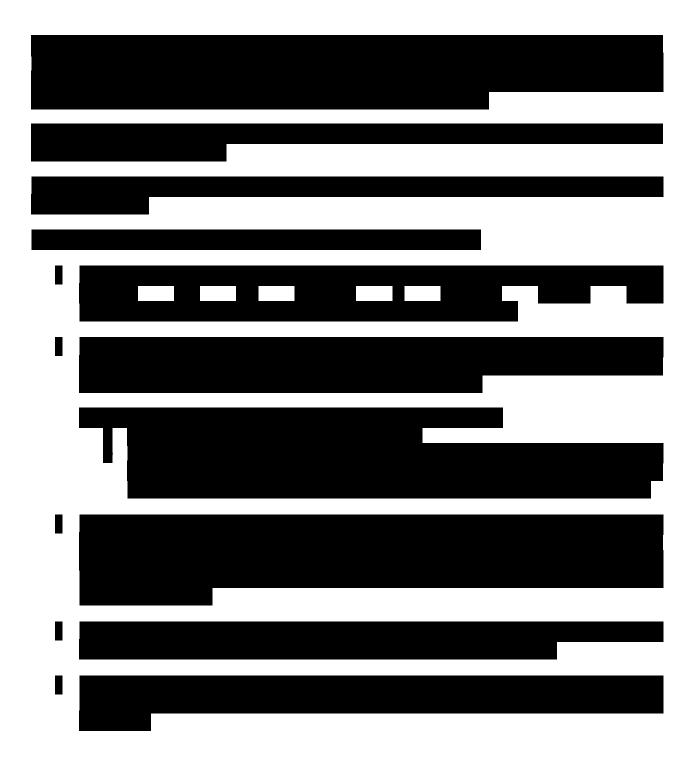






Criteria		Your Weighted Score		Highest Scoring Tenderer's Total Adjusted Score		Your Rank (out of all tenders received)		
Price (out of 300 marks)								
Quality (out of 700 marks)								
Overall (out of 1000 marks)								

Please find on the next page the marks allocated to you for Quality and reasoning behind the Quality marks.



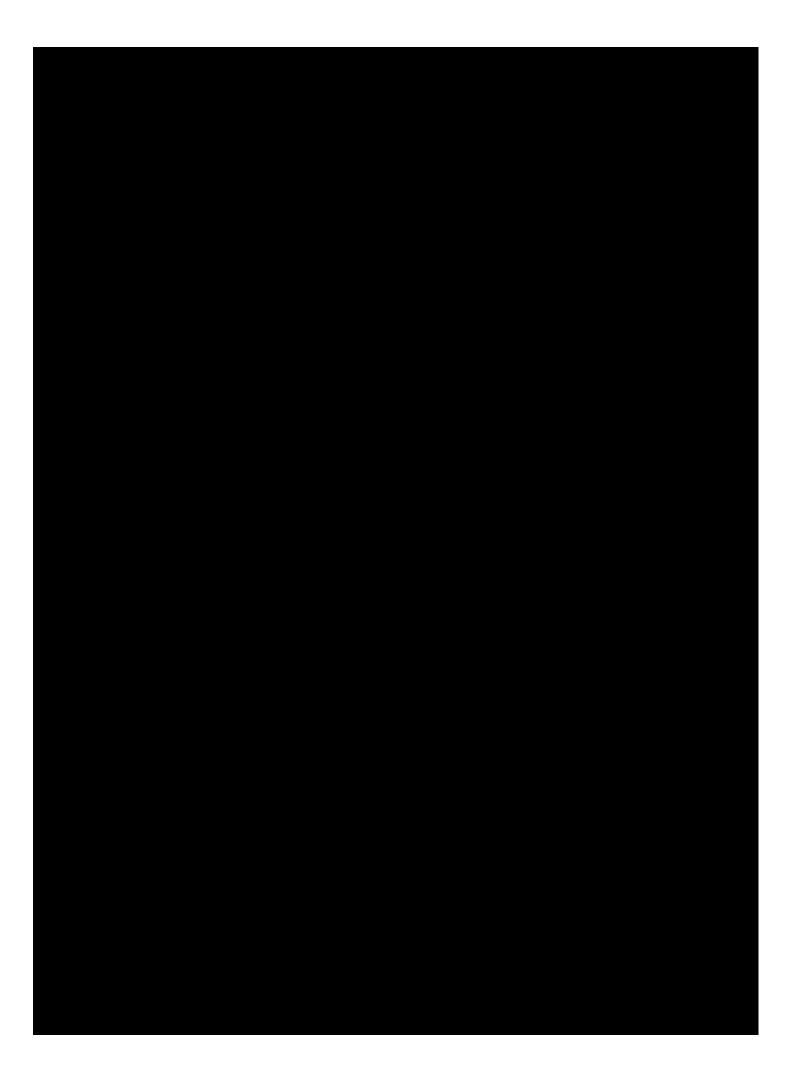
personal info

If you have any queries about the above, please direct them to me in the first instance.

Your next step is to confirm your position on this proposal.

Yours faithfully









personal & commercial info

Shropshire Youth Association Walker House, Radbrook Complex, Radbrook Road, Shrewsbury SY3 9BJ

By email

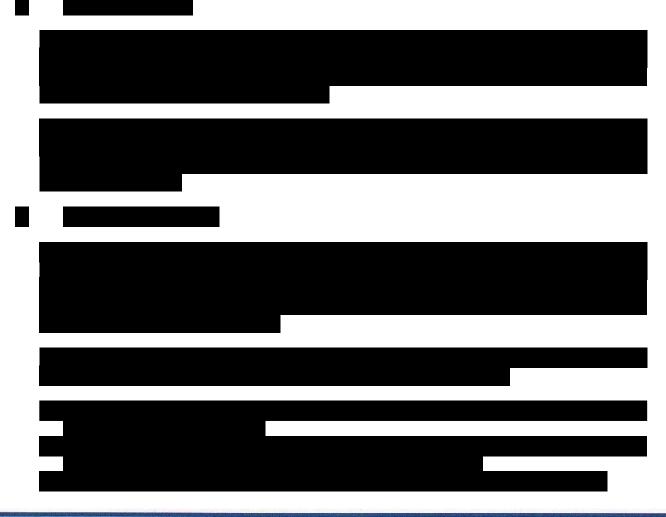
Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 19 December 2014

Dear

AMC 002 & Youth Activities Infrastructure Support Service

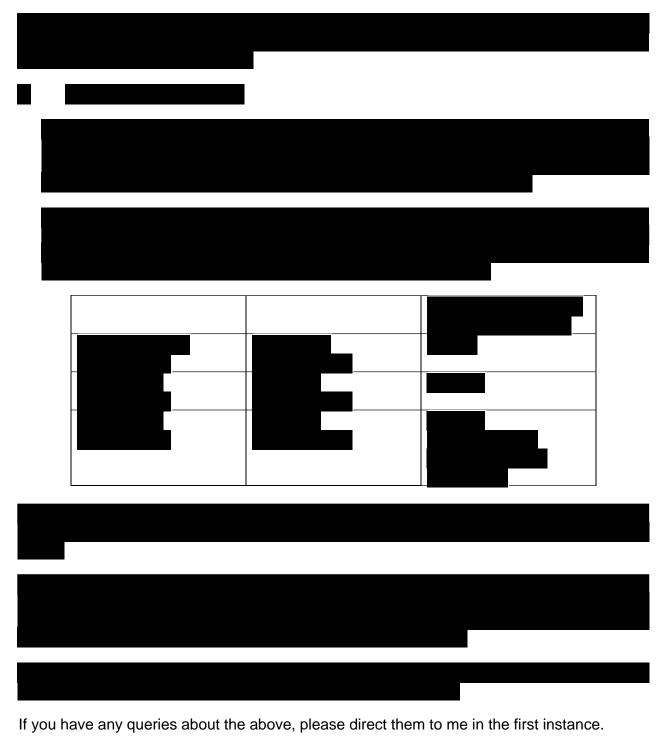
This letter follows on from our previous award decision notice (November 27, 2014) and provides you with an update on our current position, which **remains subject to contract.**











Yours faithfully

